



SUPERFUND - CLIENT ACCOUNTING CHECKLIST

Client Name: Harper Family Superannuation Fund, The

Client Code: HARP00 Period Ended: 30 June 2021
Partner/Manager: MH / SA Accountant: Eddy Lee

DUE DATE: 16/05/2022

GENERAL INDEX	I WP Ref	I N/A	Completed	Reviewed
Points Carried Forward	1	√	- Compiletou	1101101101
Check Engagement Letter for Quote \$	2	√		
Financial Statements	3		√	1
Depreciation Schedule	4	✓		
Income Tax Return	5		✓	√
Members Annual Statements	6		✓	1/
Client Management Letter	7	√		
Section 290-170 Notices	8		✓	
Investment Strategy	9	✓		_
Minutes	10		✓	<i>\(\sigma_1 \)</i>
Trial Balance	11		✓	
Review Notes	12	✓		
Query Sheet	13	✓		,
Bank Reconciliations	14		✓	
Trust Tax Statements	15	✓		
Dividend Statements	16		✓	
Capital Gains Tax Reports - BGL	17	✓		
End of Period Closing Figures - Cash on Hand, Debtors and				
Creditors	18	'		
GST - Complete Worksheet - Note Variances	19	✓		
Other Source Documents	20		✓	1/
Tax Reconciliation	21		✓	V
General Ledger	22		✓	V
Create Entries Report	23		✓	V
Tax Agent Portal Reports	24		✓	1//
Market Value of Investments	25		✓	
Actuarial Certificate	26	✓		
Pension Documents	27	✓		
ETP Roll-In Documents	28	✓		
Rental Property Summary	29	✓		
LRBA Documentation	30	✓		
Super Contribution Breakdown Report	31		✓	
Self Review Checklist	32	✓		

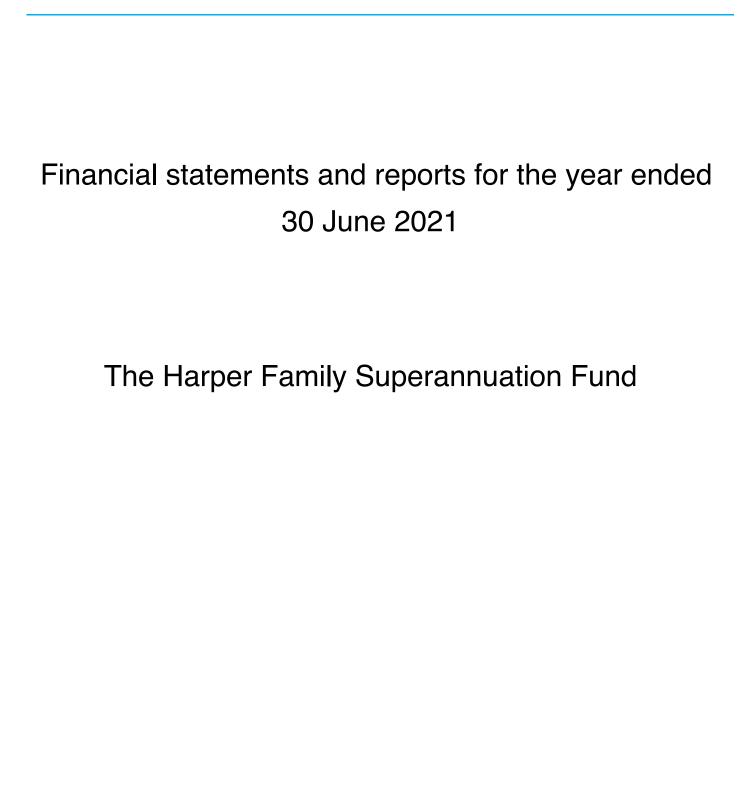
ADMIN - To Do:

Scan workpapers	✓	Print letter	✓	
PDF copy to file	✓	Client Records?	N	(please circle which)
Payment Slip?	✓	Email / Post	Υ	(please circle which)

Completed By:	Eddy Lee	Date: 24/08/2021	
Reviewed By:	Stuart Arthur	Date: 25/08/2021	

REVIEWED

By Stuart Arthur at 2:12 pm, Aug 25, 2021



Prepared for: D Harper Investments Pty Ltd

The Harper Family Superannuation Fund Reports Index

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D	Detailed Statement of Financial Position
О	Operating Statement
D	Detailed Operating Statement
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Statement of Financial Position

As at 30 June 2021

	Note	2021	2020
		\$	\$
Assets			
Investments			
Shares in Unlisted Private Companies (Australian)	2	1,534,080.00	1,245,320.00
Total Investments	-	1,534,080.00	1,245,320.00
Other Assets			
ANZ Account (495579631)		41,053.86	23,489.05
Income Tax Refundable		33,402.43	22,695.86
Total Other Assets	-	74,456.29	46,184.91
Total Assets	-	1,608,536.29	1,291,504.91
Less:			
Liabilities			
Deferred Tax Liability		25,626.40	16,581.00
Total Liabilities	-	25,626.40	16,581.00
Net assets available to pay benefits	-	1,582,909.89	1,274,923.91
Represented by:			
Liability for accrued benefits allocated to members' accounts	3, 4		
Harper, Elizabeth Gaye - Accumulation		1,258,890.29	1,009,343.45
Harper, Seth David - Accumulation		99,978.15	79,561.78
Harper, Brendan Edward - Accumulation		158,688.74	133,485.69
Harper, David - Accumulation		65,352.71	52,532.99
Total Liability for accrued benefits allocated to members' accounts	-	1,582,909.89	1,274,923.91

Detailed Statement of Financial Position

As at 30 June 2021

	Note	2021	2020
		\$	\$
Assets			
Investments			
Shares in Unlisted Private Companies (Australian)	2		
GHD Group Pty Ltd		1,534,080.00	1,245,320.00
Total Investments		1,534,080.00	1,245,320.00
Other Assets			
Bank Accounts			
ANZ Account (495579631)		41,053.86	23,489.05
Income Tax Refundable		33,402.43	22,695.86
Total Other Assets		74,456.29	46,184.91
Total Assets		1,608,536.29	1,291,504.91
Less:			
Liabilities			
Deferred Tax Liability		25,626.40	16,581.00
Total Liabilities		25,626.40	16,581.00
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Total Liability for accrued benefits allocated to members' accounts		1,582,909.89	1,274,923.91

Operating Statement

	Note	2021	2020
		\$	\$
Income			
Investment Income			
Dividends Received		178,025.00	121,550.00
Interest Received		24.32	80.22
Investment Gains			
Changes in Market Values	6	90,454.00	71,472.00
Contribution Income			
Employer Contributions		30,920.83	25,696.13
Personal Concessional		4,067.10	188.96
Other Contributions		0.00	836.02
Total Income		303,491.25	219,823.33
Expenses			
Accountancy Fees		2,673.00	2,783.00
Administration Costs		0.00	145.00
ATO Supervisory Levy		259.00	259.00
Auditor's Remuneration		385.00	385.00
ASIC Fees		55.00	54.00
		3,372.00	3,626.00
Member Payments			
Division 293 Tax		6,490.30	0.00
Total Expenses		9,862.30	3,626.00
Benefits accrued as a result of operations before income tax		293,628.95	216,197.33
Income Tax Expense	7	(24,357.03)	(6,114.86)
Benefits accrued as a result of operations		317,985.98	222,312.19

Detailed Operating Statement

	2021 \$	2020 \$
Income	·	•
Investment Income		
Dividends Received		
GHD Group Pty Ltd	178,025.00	121,550.00
	178,025.00	121,550.00
Interest Received		
ANZ Account (495579631)	24.32	80.22
	24.32	80.22
Contribution Income		
Employer Contributions - Concessional		
Brendan Edward Harper	7,017.87	4,693.59
Elizabeth Gaye Harper	21,694.20	21,002.54
Seth David Harper	2,208.76	0.00
	30,920.83	25,696.13
Personal Contributions - Concessional		
David Harper	761.30	188.96
Elizabeth Gaye Harper	3,305.80	0.00
	4,067.10	188.96
Other Contributions		
Seth David Harper	0.00	836.02
	0.00	836.02
Investment Gains		
Unrealised Movements in Market Value		
Shares in Unlisted Private Companies (Australian)		
GHD Group Pty Ltd	90,454.00	71,472.00
	90,454.00	71,472.00
Changes in Market Values	90,454.00	71,472.00
Total Income	303,491.25	219,823.33
Expenses		
Accountancy Fees	2,673.00	2,783.00
Administration Costs	0.00	145.00
ASIC Fees	55.00	54.00
ATO Supervisory Levy	259.00	259.00
Auditor's Remuneration	385.00	385.00
	3,372.00	3,626.00
Member Payments		
Division 293 Tax		
Harper, Elizabeth Gaye - Accumulation (2)	6,490.30	0.00
	6,490.30	0.00
Total Expenses	9,862.30	3,626.00
•	· · · · · · · · · · · · · · · · · · ·	

Detailed Operating Statement

	2021	2020
	\$	\$
Benefits accrued as a result of operations before income tax	293,628.95	216,197.33
Income Tax Expense		
Income Tax Expense	(24,357.03)	(6,114.86)
Total Income Tax	(24,357.03)	(6,114.86)
Benefits accrued as a result of operations	317,985.98	222,312.19

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 a non-reporting entity because there are no users dependent on general purpose financial statements. The financial statements are therefore special purpose financial statements that have been prepared in order to meet the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations, the trust deed of the Fund and the needs of members.

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

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

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

a. Measurement of Investments

The Fund initially recognises:

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

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

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

Market value has been determined as follows:

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

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

b. Cash and Cash Equivalents

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

c. Revenue

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

Notes to the Financial Statements

For the year ended 30 June 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. Income Tax

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

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

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

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

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

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

f. Critical Accounting Estimates and Judgements

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

Notes to the Financial Statements

For the year ended 30 June 2021

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: Shares	in Unlieted	Drivata	Companies	(Australian)
Note 2: Shares	in omisted	i Private	Companies	(Australian)

Note 2. Glares III Glinsted i Tivate Gompanies (Australian)	2021 \$	2020 \$
GHD Group Pty Ltd	1,534,080.00	1,245,320.00
	1,534,080.00	1,245,320.00
Note 3: Liability for Accrued Benefits	2021 \$	2020 \$
Liability for accrued benefits at beginning of year	1,274,923.91	1,062,611.72
Benefits accrued as a result of operations	317,985.98	222,312.19
Current year member movements	(10,000.00)	(10,000.00)
Liability for accrued benefits at end of year	1,582,909.89	1,274,923.91

Note 4: Vested Benefits

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

	2021 \$_	2020 \$
Vested Benefits	1,582,909.89	1,274,923.91

Note 5: Guaranteed Benefits

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

Note 6: Changes in Market Values

Unrealised	Movements	in	Market	Value
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	2021 \$	2020 \$
Shares in Unlisted Private Companies (Australian) GHD Group Pty Ltd	90,454.00	71,472.00
	90,454.00	71,472.00
Total Unrealised Movement	90,454.00	71,472.00

Notes to the Financial Statements For the year ended 30 June 2021

alised Movements in Market Value	2021 \$	2020 \$
tal Realised Movement	0.00	0.00
anges in Market Values	90,454.00	71,472.00
te 7: Income Tax Expense	0004	0000
The components of tax expense comprise	2021 \$	2020 \$
Current Tax	(33,402.43)	(22,695.86)
Deferred Tax Liability/Asset	9,045.40	16,581.00
Income Tax Expense —	(24,357.03)	(6,114.86)
The prima facie tax on benefits accrued before income tax is reconciled to Prima facie tax payable on benefits accrued before income tax at 15%	o the income tax as follows: 44,044.34	32,429.60
Less: Tax effect of:		
Non Taxable Contributions	0.00	125.40
Increase in MV of Investments	13,568.10	10,720.80
Add: Tax effect of:		
Other Non-Deductible Expenses	973.55	0.00
Franking Credits	11,444.46	7,813.93
Rounding	(0.25)	(0.33)
Income Tax on Taxable Income or Loss	42,894.00	29,397.00
Less credits:		
Franking Credits	76,296.43	52,092.86

Statement of Taxable Income

	2021
	\$
Benefits accrued as a result of operations	293,628.95
Less	
Increase in MV of investments	90,454.00
	90,454.00
Add	
Other Non Deductible Expenses	6,490.30
Franking Credits	76,296.43
	82,786.73
SMSF Annual Return Rounding	(1.68)
Taxable Income or Loss	285,960.00
Income Tax on Taxable Income or Loss	42,894.00
Less	
Franking Credits	76,296.43
CURRENT TAX OR REFUND	(33,402.43)
Supervisory Levy	259.00
AMOUNT DUE OR REFUNDABLE	(33,143.43)

Trustees Declaration

D Harper Investments Pty Ltd ACN: 081139997

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:

Dated this day of

- 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:

David Harper
D Harper Investments Pty Ltd
Director

Elizabeth Gaye Harper
D Harper Investments Pty Ltd
Director

Seth David Harper
D Harper Investments Pty Ltd
Director

Brendan Edward Harper
D Harper Investments Pty Ltd
Director

Investment Summary with Market Movement

As at 30 June 2021

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Overall	Unrealised Current Year	Realised Movement
Cash/Bank Accounts								
ANZ Account (495579631)		41,053.860000	41,053.86	41,053.86	41,053.86			
			41,053.86		41,053.86			
Shares in Unlisted Private Companie	es (Australian)							
GHDGPL GHD Group Pty Ltd	376,000.00	4.080000	1,534,080.00	3.40	1,277,816.00	256,264.00	90,454.00	0.00
			1,534,080.00		1,277,816.00	256,264.00	90,454.00	0.00
			1,575,133.86		1,318,869.86	256,264.00	90,454.00	0.00

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Self-managed superannuation fund annual return 2021

To complete this annual return
■ Print clearly, using a BLACK pen only.

■ Use BLOCK LETTERS and print one character per box.

	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).	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						
_ Se	ection A: Fund information							
				processing, write the f	und's TFN at			
1	Tax file number (TFN) The ATO is authorised by law to request your TFN. You are the chance of delay or error in processing your annual returns.		quote your	TFN but not quoting	it could increase			
2	Name of self-managed superannuation fund (SMSF	·)						
 3	Australian business number (ABN) (if applicable)							
4	Current postal address							
Sub	ourb/town			State/territory	Postcode			
 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					

Who should complete this annual return?
Only self-managed superannuation funds (SMSFs) can complete

this annual return. All other funds must complete the Fund

OFFICIAL: Sensitive (when completed)

6 Audi Title: Famil	tor's Mr		Other					
First	given	name		Other giver	n names			
SMS	SF Au	uditor Number	Auditor's phone r	umber				
Post	al ad	ddress						
Subu	rb/tov	wn					State/territory	Postcode
Date	aud	lit was completed A	Month /	Year				
Was	Part	A of the audit report qualified	l? B	No	Yes			
Was	Part	: B of the audit report qualified	i? C	No	Yes			
		of the audit report was qualified reported issues been rectified?		No	Yes			
7		ctronic funds transfer (E need your self-managed super		nstitution (details to pay any	super payments	and tax refunds o	wing to you.
	Α	Fund's financial instituti	ion account de	etails				
		This account is used for superfund BSB number Fund account name	er contributions a		ers. Do not provid account number	_	count here.	
		I would like my tax refunds m	nade to this acco	unt.	Go to C.			
	В	Financial institution acc This account is used for tax in BSB number Account name		provide a				

C Electronic service address alias

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

8	Status o	of SMSF	Australian superannuati	on fund	A No	Yes	Fund benefit structure	B Code
			und trust deed allow accept nment's Super Co-contribut Low Income Super An	ion and	C No	Yes		
9		. If ye	nd up during the incomes, provide the date on	e year'a	Month	Year	Have all tax lodgment and payment No	Voc
	NO	res y wh	ich the fund was wound up	/	/		obligations been met?	Yes
10	Exempt	current pe	nsion income					
	-	-		income	stream be	nefits to one	e or more members in the income	year?
	В То с	claim a tax ex	emption for current pension	income,	, you must	pay at least	the minimum benefit payment ur	der the law.
	Rec	cord exempt	current pension income at L	abel A .				
	No	Go to Sectio	n B: Income.					
	Yes	Exempt curre	ent pension income amount	A \$				
		Which metho	od did you use to calculate y	our exer	mpt curren	t pension in	come?	
			Segregated assets method	В				
		Uı	nsegregated assets method	С	Was an a	actuarial cer	tificate obtained? D Yes	
	Did the fu	ınd have any	other income that was asse	ssable?				
	E Yes	Go to Se	ction B: Income.					
	No	Choosing Go to Se	g 'No' means that you do no ction C: Deductions and no	ot have a n-deduc	iny assessa tible exper	able income nses. (Do no	e, including no-TFN quoted contrib ot complete Section B: Income.)	outions.
			I to claim any tax offsets, yo D: Income tax calculation s					

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. If the total capital loss or total capital gain is greater than 11 Income \$10,000 or you elected to use the transitional CGT relief in Did you have a capital gains tax G No Yes 2017 and the deferred notional gain has been realised, (CGT) event during the year? complete and attach a Capital gains tax (CGT) schedule 2021. Have you applied an M No Yes exemption or rollover? Net capital gain Gross rent and other leasing and hiring income **B** \$ Gross interest Forestry managed investment **X** \$ scheme income Gross foreign income Loss **D1**\$ Net foreign income **D** \$ **E** \$ Australian franking credits from a New Zealand company Number Transfers from F\$ foreign funds Gross payments where **H** \$ ABN not quoted Loss Calculation of assessable contributions Gross distribution Assessable employer contributions I \$ from partnerships **R1**\$ *Unfranked dividend **J** \$ amount sula Assessable personal contributions *Franked dividend **R2** \$ **K** \$ amount plus **No-TFN-quoted contributions *Dividend franking credit **R3** \$ Code *Gross trust (an amount must be included even if it is zero) **M** \$ distributions Transfer of liability to life insurance company or PST Assessable contributions **R6**\$ R\$ (R1 plus R2 plus R3 less R6) Calculation of non-arm's length income Code *Net non-arm's length private company dividends *Other income S\$ **U1** \$ *Assessable income plus *Net non-arm's length trust distributions due to changed tax T \$ status of fund Net non-arm's plus *Net other non-arm's length income length income (subject to 45% tax rate) (U1 plus U2 plus U3) U\$ **U3** \$ Loss #This is a mandatory **GROSS INCOME W** \$ label. (Sum of labels A to U) *If an amount is **Y**\$ Exempt current pension income entered at this label. check the instructions Loss TOTAL ASSESSABLE to ensure the correct INCOME (W less Y)

OFFICIAL: Sensitive (when completed)

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tax treatment has been applied.

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-DEDUCTIE	BLE EXPENSES
Interest expenses within Australia	A1 \$	A2 \$	
Interest expenses overseas	B1 \$	B2 \$	
Capital works expenditure	D1 \$	D2 \$	
Decline in value of depreciating assets	E1 \$	E2 \$	
Insurance premiums – members	F1 \$	F2 \$	
SMSF auditor fee	H1 \$	H2 \$	
Investment expenses	I1 \$	12 \$	
Management and administration expenses	J1 \$	J2 \$	
Forestry managed investment scheme expense	U1 \$	U2 \$	Code
Other amounts	L1 \$	L2 \$	Code
Tax losses deducted	M1 \$		

TOTAL DEDUCTIONS

N \$

(Total A1 to M1)

*TAXABLE INCOME OR LOSS Loss

(TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS) TOTAL NON-DEDUCTIBLE EXPENSES **Y** \$

(Total $\boldsymbol{A2}$ to $\boldsymbol{L2})$

TOTAL SMSF EXPENSES **Z** \$

(N plus Y)

*This is a mandatory label.

Section D: Income tax calculation statement

#Important:

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

13 Calculation statement

Please refer to the Self-managed superannuation fund annual return instructions 2021 on how to complete the calculation statement.

#Taxable income A\$

(an amount must be included even if it is zero)

#Tax on taxable income T1\$

(an amount must be included even if it is zero)

#Tax on no-TFN-quoted contributions

(an amount must be included even if it is zero)

Gross tax **B** \$

(T1 plus J)

Foreign income tax offset

C1 \$

Rebates and tax offsets

Non-refundable non-carry forward tax offsets

C2 \$

(C1 plus C2)

SUBTOTAL 1

T2\$

(B less C - cannot be less than zero)

Early stage venture capital limited partnership tax offset

D1\$

Early stage venture capital limited partnership tax offset carried forward from previous year

D2\$

Early stage investor tax offset

D3\$

Early stage investor tax offset carried forward from previous year

D4\$

Non-refundable carry forward tax offsets

D\$

(D1 plus D2 plus D3 plus D4)

SUBTOTAL 2

T3 \$

(T2 less D - cannot be less than zero)

Complying fund's franking credits tax offset

E1\$

No-TFN tax offset

E2\$

National rental affordability scheme tax offset

E3\$

E4\$

Exploration credit tax offset

Refundable tax offsets

E\$

(E1 plus E2 plus E3 plus E4)

*TAX PAYABLE **T5** \$

(T3 less E - cannot be less than zero)

Section 102AAM interest charge

G\$

Credit for interest on early payments amount of interest

H1\$

Credit for tax withheld – foreign resident withholding (excluding capital gains)

H2\$

Credit for tax withheld - where ABN or TFN not quoted (non-individual)

H3\$

Credit for TFN amounts withheld from payments from closely held trusts

H5\$

Credit for interest on no-TFN tax offset

H6\$

Credit for foreign resident capital gains withholding amounts

H8\$

Eligible credits

H\$

(H1 plus H2 plus H3 plus H5 plus H6 plus H8)

*Tax offset refunds

(Remainder of refundable tax offsets)

1\$

(unused amount from label E an amount must be included even if it is zero)

PAYG instalments raised

K\$

Supervisory levy

Supervisory levy adjustment for wound up funds

M \$

Supervisory levy adjustment for new funds

N\$

AMOUNT DUE OR REFUNDABLE

A positive amount at **S** is what you owe, while a negative amount is refundable to you.

S\$

(T5 plus G less H less I less K plus L less M plus N)

*This is a mandatory label.

Section E: Losses

14 Losses

If total loss is greater than \$100,000, complete and attach a Losses schedule 2021.

Tax losses carried forward to later income years

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

Section F: Member information **MEMBER 1** Title: Mr Mrs Miss Ms Other Family name First given name Other given names Member's TFN Date of birth See the Privacy note in the Declaration. OPENING ACCOUNT BALANCE \$ Contributions Proceeds from primary residence disposal Refer to instructions for completing these labels. **H** \$ Employer contributions Receipt date ABN of principal employer Assessable foreign superannuation fund amount Δ1 Personal contributions Non-assessable foreign superannuation fund amount **B** \$ J CGT small business retirement exemption Transfer from reserve: assessable amount K CGT small business 15-year exemption amount Transfer from reserve: non-assessable amount Personal injury election Contributions from non-complying funds and previously non-complying funds Spouse and child contributions Any other contributions (including Super Co-contributions and Low Income Super Amounts) Other third party contributions **G** \$ M \$ TOTAL CONTRIBUTIONS N \$ (Sum of labels A to M) Loss Other transactions Allocated earnings **o** \$ or losses Inward Accumulation phase account balance rollovers and **P**\$ transfers **S1**\$ Outward **Q**\$ Retirement phase account balance rollovers and Non CDBİS transfers Code Lump Sum R1 \$ **S2** \$ Retirement phase account balance Code - CDBIS Income stream R2 \$ **S3**\$ payments

Accumulation phase value X1 \$

CLOSING ACCOUNT BALANCE \$\$

Retirement phase value X2 \$

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

Outstanding limited recourse borrowing arrangement amount

TRIS Count

MEMBER 2 Title: Mr Mrs Miss Ms Other Family name First given name Other given names Member's TFN Date of birth See the Privacy note in the Declaration. OPENING ACCOUNT BALANCE \$ Contributions Proceeds from primary residence disposal Refer to instructions for completing these labels. **H** \$ Employer contributions Receipt date ABN of principal employer Assessable foreign superannuation fund amount Α1 Personal contributions Non-assessable foreign superannuation fund amount **B** \$ J CGT small business retirement exemption Transfer from reserve: assessable amount K CGT small business 15-year exemption amount Transfer from reserve: non-assessable amount Personal injury election Contributions from non-complying funds and previously non-complying funds Т Spouse and child contributions Any other contributions \$ (including Super Co-contributions and Low Income Super Amounts) Other third party contributions G \$ M \$ TOTAL CONTRIBUTIONS N \$ (Sum of labels A to M) Loss Allocated earnings Other transactions 0\$ or losses Inward Accumulation phase account balance rollovers and **P**\$ transfers **S1**\$ Outward **Q**\$ Retirement phase account balance rollovers and Non CDBİS transfers Code Lump Sum R1 \$ **S2** \$ Retirement phase account balance Code - CDBIS Income stream R2 \$ **S3**\$ payments CLOSING ACCOUNT BALANCE \$\$ TRIS Count (**S1** plus **S2** plus **S3**)

Accumulation phase value X1 \$

Retirement phase value X2 \$

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

MEMBER 3 Title: Mr Mrs Miss Ms Other Family name First given name Other given names Month Member's TFN Date of birth See the Privacy note in the Declaration. OPENING ACCOUNT BALANCE \$ Contributions Proceeds from primary residence disposal Refer to instructions for completing these labels. **H** \$ Employer contributions Receipt date ABN of principal employer Assessable foreign superannuation fund amount Δ1 Personal contributions Non-assessable foreign superannuation fund amount **B** \$ J CGT small business retirement exemption Transfer from reserve: assessable amount K CGT small business 15-year exemption amount Transfer from reserve: non-assessable amount Personal injury election Contributions from non-complying funds and previously non-complying funds Spouse and child contributions Any other contributions (including Super Co-contributions and Low Income Super Amounts) Other third party contributions **G** \$ M \$ TOTAL CONTRIBUTIONS N \$ (Sum of labels A to M) Loss Other transactions Allocated earnings 0\$ or losses Inward Accumulation phase account balance rollovers and **P**\$ transfers **S1**\$ Outward **Q**\$ Retirement phase account balance rollovers and Non CDBİS transfers Code Lump Sum R1 \$ **S2** \$ Retirement phase account balance Code - CDBIS Income stream R2 \$ **S3**\$ payments CLOSING ACCOUNT BALANCE \$\$ TRIS Count (**S1** plus **S2** plus **S3**)

Accumulation phase value X1 \$

Retirement phase value X2 \$

Outstanding limited recourse borrowing arrangement amount

MEMBER 4 Title: Mr Mrs Miss Ms Other Family name First given name Other given names Month Member's TFN Date of birth See the Privacy note in the Declaration. OPENING ACCOUNT BALANCE \$ Contributions Proceeds from primary residence disposal Refer to instructions for completing these labels. **H** \$ Employer contributions Receipt date ABN of principal employer Assessable foreign superannuation fund amount Δ1 Personal contributions Non-assessable foreign superannuation fund amount **B** \$ J CGT small business retirement exemption Transfer from reserve: assessable amount K CGT small business 15-year exemption amount Transfer from reserve: non-assessable amount Personal injury election Contributions from non-complying funds and previously non-complying funds Spouse and child contributions Any other contributions (including Super Co-contributions and Low Income Super Amounts) Other third party contributions **G** \$ M \$ TOTAL CONTRIBUTIONS N \$ (Sum of labels A to M) Loss Other transactions Allocated earnings 0\$ or losses Inward Accumulation phase account balance rollovers and **P**\$ transfers **S1**\$ Outward **Q**\$ Retirement phase account balance rollovers and Non CDBİS transfers Code Lump Sum R1 \$ **S2** \$ Retirement phase account balance Code - CDBIS Income stream R2 \$ **S3**\$ payments CLOSING ACCOUNT BALANCE \$\$ TRIS Count (**S1** plus **S2** plus **S3**) Accumulation phase value X1 \$

Retirement phase value X2 \$

Outstanding limited recourse borrowing arrangement amount

Section H: Assets and liabilities 15 ASSETS Listed trusts A \$ 15a Australian managed investments Unlisted trusts **B** \$ Insurance policy C\$ Other managed investments **D** \$ 15b Australian direct investments Cash and term deposits **E**\$ Limited recourse borrowing arrangements Debt securities **F**\$ Australian residential real property Loans G\$ **J1**\$ Australian non-residential real property Listed shares **H** \$ **J2**\$ Unlisted shares | | \$ Overseas real property **J3**\$ Limited recourse **J**\$ borrowing arrangements Australian shares Non-residential K \$ **J4**\$ real property Overseas shares Residential **J5**\$ real property Collectables and personal use assets **M** \$ Other **J6**\$ Other assets **O** \$ Property count J7 Crypto-Currency N \$ 15c Other investments 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 A No \$ Yes or investment in, related parties (known as in-house assets)

at the end of the income year?

15f	Limited recourse borrowing arrangements If the fund had an LRBA were the LRBA borrowings from a licensed financial institution?	A NO Tes
	Did the members or related parties of the fund use personal guarantees or other security for the LRBA?	Yes
16	LIABILITIES	
	Borrowings for limited recourse borrowing arrangements	
	V1 \$	
	Permissible temporary borrowings	
	V2\$	
	Other borrowings	
	V3 \$	Borrowings V \$
	Total member clos (total of all CLOSING ACCOUNT BALANCE s fr	osing account balances from Sections F and G) W \$
		Reserve accounts X \$
		Other liabilities Y \$
		TOTAL LIABILITIES Z \$
	ction I: Taxation of financia	
17	Taxation of financial arrangements (TOF	FA) Total TOFA gains H \$
		· ·
		Total TOFA losses \$
Se	ction J: Other information	
Fam	ily trust election status	
	f the trust or fund has made, or is making, a fam	mily trust election, write the four-digit income year xample, for the 2020–21 income year, write 2021).
	If revoking or varying a family trust and complete and attach the <i>I</i>	t election, print R for revoke or print V for variation, Family trust election, revocation or variation 2021.
Inte	posed entity election status	
	or fund is making one or more elect	, write the earliest income year specified. If the trust ctions this year, write the earliest income year being entity election or revocation 2021 for each election.
		an interposed entity election, print R , and complete to the <i>Interposed entity election or revocation 2021</i> .

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.

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 nublic officer's sign

Authorised trus	stees, air	ector	s or public	onicers s	gnature					
						Date	Day	Mont	h /	Year
Preferred tru	ıstee oı	r dire	ctor cor	ntact deta	ails:					
Title: Mr Family name	Mrs	Miss	Ms	Other						
First given name					Other given names					
Phone number Email address										
Non-individual	trustee n	ame (if applicab	ole)						
ABN of non-inc	dividual tr	ustee r						1		
			Time take	n to prepai	re and complete this annual return		Hrs			
					the Australian Business Register, may egrity of the register. For further inform					hich you
provided by the	ne <i>Self-ma</i> e trustees at the trus	anage s, that	ed superar the truste	es have giv	nd annual return 2021 has been pre ren me a declaration stating that the to lodge this annual return.					
						Date	Day	Mont	h /	Year
Tax agent's	contact	deta	ails							
Title: Mr Family name	Mrs	Miss	Ms	Other						
First given name					Other given names					
Tax agent's pra	ictice									
Tax agent's pho	one numb	oer			Reference number		Tax ac	ent num	ber	

OFFICIAL: Sensitive (when completed) Page 18

Members Statement

Elizabeth Gaye Harper 13 Sanibel Court

Parrearra, Queensland, 4575, Australia

Your Details

Provided

Nominated Beneficiaries

Total Death Benefit

Current Salary

Previous Salary

Disability Benefit

N/A

Date of Birth:

R R Vested Benefits 1,258,890.29

Age:

58

2,474,394.29

Tax File Number:

Provided

0.00

Date Joined Fund:

16/02/1998

0.00

0.00

Service Period Start Date:

01/02/1988

Date Left Fund: Member Code:

HARELI00001A

Account Start Date

16/02/1998

Account Phase:

Accumulation Phase

Account Description:

_

Your Balance Total Benefits

1,258,890.29

Preservation Components

Preserved

1,258,890.29

Unrestricted Non Preserved

Restricted Non Preserved

Tax Components

Tax Free

9,759.06 1,249,131.23

Taxable

99

Opening balance at

Your Detailed Account Summary

01/07/2020

30/06/2021

Closing balance at

21,694.20	21,002.54
3,305.80	
271,981.34	189,945.76
3,750.01	3,150.42
37,194.19	33,099.47
6,490.30	
	3,305.80 271,981.34 3,750.01 37,194.19

This Year

1,009,343.45

1,258,890.29

1,009,343.45

Last Year

834,645.04

The Harper Family Superannuation Fund **Members Statement**

Trustee's Disclaimer

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

Signed by all the trustees of the fund	
David Harper Director	
Elizabeth Gaye Harper Director	
Seth David Harper	
Director	
Brendan Edward Harper Director	

Members Statement

Seth David Harper 20 River Run Circuit Ormeau Hills, Queensland, 4208, Australia

Your Details

Date of Birth: Provided

Age: 46

Tax File Number: Provided

Date Joined Fund: 17/03/2000

Service Period Start Date: 01/09/1995

Date Left Fund:

Your Balance

Member Code: HARSET00001A
Account Start Date 17/03/2000

Account Phase: Accumulation Phase

Account Description: 3

Vested Benefits 99,978.15
Total Death Benefit 99,978.15

Nominated Beneficiaries

N/A

Current Salary 0.00
Previous Salary 0.00
Disability Benefit 0.00

99,978.15
99,978.15

Tax Components
Tax Free 836.02
Taxable 99,142.13

Your Detailed Account Summary		
	This Year	Last Year
Opening balance at 01/07/2020	79,561.78	66,278.59
Increases to Member account during the period		
Employer Contributions	2,208.76	
Personal Contributions (Concessional)	2,200.70	
Personal Contributions (Non Concessional)		
Government Co-Contributions		836.02
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	21,475.81	15,073.91
Internal Transfer In		
Decreases to Member account during the period		
Pensions Paid		
Contributions Tax	331.32	
Income Tax	2,936.88	2,626.74
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2021	99,978.15	79,561.78

The Harper Family Superannuation Fund **Members Statement**

Trustee's Disclaimer

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

Signed by all the trustees of the fund	
David Harper Director	
Elizabeth Gaye Harper Director	
Seth David Harper	
Director	
Brendan Edward Harper Director	

Members Statement

Brendan Edward Harper 13 Sanibel Court

Parrearra, Queensland, 4575, Australia

Your Details

N/A

Date of Birth:

Provided

158,688.74

Age:

32

Tax File Number:

158,688.74

Provided

Date Joined Fund:

0.00

0.00

Service Period Start Date:

19/07/2017

Previous Salary 0.00

Nominated Beneficiaries

Vested Benefits

Current Salary

Disability Benefit

Total Death Benefit

Date Left Fund:

Member Code:

HARBRE00001A

Account Start Date

19/07/2017

Account Phase:

Accumulation Phase

Account Description:

Your	Bal	lan	се
------	-----	-----	----

158,688.74 **Total Benefits**

Preservation Components

158,688.74 Preserved

Unrestricted Non Preserved

Restricted Non Preserved

Tax Components

Tax Free

Taxable 158,688.74

Your Detailed Account Summary

Opening balance at	01/07/2020	This Year 133,485.69	Last Year 117,534.05
Increases to Member	account during the period		
Employer Contribution	าร	7,017.87	4,693.59
Personal Contribution	s (Concessional)		
Personal Contribution	s (Non Concessional)		
Government Co-Cont Other Contributions	ributions		
Proceeds of Insurance	e Policies		
Transfers In			
Net Earnings		33,869.63	26,596.76
Internal Transfer In			
Decreases to Membe	r account during the period		
Pensions Paid			
Contributions Tax		1,052.68	704.03
Income Tax		4,631.77	4,634.68
No TFN Excess Contr	ributions Tax		
Excess Contributions	Tax		
Refund Excess Contri	butions		
Division 293 Tax			
Insurance Policy Pren	niums Paid		
Management Fees			,
Member Expenses			
Benefits Paid/Transfers Out		10,000.00	10,000.00
Superannuation Surch			
Internal Transfer Out			
Closing balance at	30/06/2021	158,688.74	133,485.69

The Harper Family Superannuation Fund **Members Statement**

Trustee's Disclaimer

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

Signed by all the trustees of the fund	
David Harper Director	
Elizabeth Gaye Harper Director	
Seth David Harper	
Director	
Brendan Edward Harper Director	

Members Statement

David Harper 13sanibel Court

Parrearra, Queensland, 4575, Australia

Your Details

Provided

N/A

Date of Birth:

Age:

65,352.71

Tax File Number:

67

673,104.71

Provided

0.00

0.00

Date Joined Fund:

16/02/1998

Current Salary Previous Salary

Nominated Beneficiaries

Vested Benefits

Disability Benefit

Total Death Benefit

Service Period Start Date:

01/12/1987

0.00

Date Left Fund:

Member Code:

HARDAV00001A

Account Start Date

16/02/1998

Account Phase:

Accumulation Phase

Account Description:

Your	Bal	lan	ce

Total Benefits 65,352.71

Preservation Components

Preserved

0.02

Unrestricted Non Preserved

Restricted Non Preserved

65,352.69

Tax Components

Tax Free 4,868.55

Taxable

60,484.16

Your Detailed Account Summary

This Year Last Year Opening balance at 01/07/2020 52,532.99 44,154.04 Increases to Member account during the period **Employer Contributions**

761.30

1,928.35

188.96

28.34

1,734.32

Personal Contributions (Concessional) Personal Contributions (Non Concessional)

Government Co-Contributions Other Contributions

Proceeds of Insurance Policies

Transfers In

Net Earnings 14,100.97 9,952.65

Internal Transfer In

Decreases to Member account during the period

Pensions Paid

Income Tax

Contributions Tax 114.20

No TFN Excess Contributions Tax

Excess Contributions Tax Refund Excess Contributions

Division 293 Tax

Insurance Policy Premiums Paid

Management Fees

Member Expenses Benefits Paid/Transfers Out

Superannuation Surcharge Tax

Internal Transfer Out

Closing balance at 30/06/2021 65,352.71 52.532.99

The Harper Family Superannuation Fund **Members Statement**

Trustee's Disclaimer

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

Signed by all the trustees of the fund	
David Harper Director	
Elizabeth Gaye Harper Director	
Seth David Harper Director	
Brendan Edward Harper Director	

Notice of intent to claim or vary a deduction for personal super contributions

Section A: Your details

1 Tax file number (TFN)

PROVIDED

The ATO does not collect this information provided on this form. This form is to assist you in providing details to yo super fund. Your super fund is authorised to request your personal details, including your TFN, under the Superannuati Industry (Supervision) Act 1993, the Income Tax Assessment Act 1997 and the Taxation Administration Act 1953. It is offence not to provide your TFN. However, if you do not provide your TFN, and your super fund doesn't already hold your they will not be permitted to accept the contribution(s) covered by this notice. For more information about your privacy contact the entity you are providing this form to.	ion not an our TFN,
2 Name	
Title: MR	
Family name	
HARPER	
First given name Other given names	
DAVID	
3 Date of birth PROVIDED 4 Current postal address	
13SANIBEL COURT Suburb/town/locality State/territory Postc	ode
PARREARRA QLD 4579	
	stralia only)
5 Daytime phone number (include area code) 0732540518	
Section B: Super fund's details	
6 Fund name	
THE HARPER FAMILY SUPERANNUATION FUND	
7 Fund Australian business number (ABN) 60430948801	
8 Member account number HARDAV00001A	
9 Unique Superannuation Identifier (USI) (if known)	

>E	ection C. Contribution details		
0	Personal contribution details		
	Is this notice varying an earlier notice?		
	If you answered 'No' complete the Original Notice to Claim a Ta		
	If you answered 'Yes' complete the Variation of previous valid n	otice of intent section be	elow.
	ORIGINAL NOTICE TO CLAIM A TAX DEDUCTION		
11	Financial year ended 30 June 20 21		
2	My personal contributions to this fund in the above fir	nancial year	\$ 761.30
13	The amount of these personal contributions I will be a tax deduction	elaiming as	\$ 761.30
Se	ection D: Declaration		
sign	s form has a declaration where you say the information in it is correct the declaration. If you provide false or misleading information, or fallies imposed by taxation law. INTENTION TO CLAIM A TAX DEDUCTION		
	Complete this declaration if you have not previously lodged	a valid notice with your s	uper fund for these contributions.
	 I intend to claim the personal contributions stated as a tax deduction I am a current member of the identified super fund the identified super fund currently holds these contributions and has not begun to pay a superannuation income stream based in whole or part on these contributions 	 before the end of the direturn for the income ye contributions were made before the end of the in which the contribution 	ncome year following the year
	Name (Print in BLOCK LETTERS)		
	DAVID HARPER		
	Signature		Date
Sup	Send your completed notice to your super fund. Do not send it per fund. We don't collect this information; we only provide a formation	to us. The information on t for you to provide the in	this notice is for you and your formation to your super fund.
	VARIATION OF PREVIOUS VALID NOTICE OF INTENT		
14	Financial year ended 30 June 20		
15	My personal contributions to this fund in the above fir	nancial year	\$
16	The amount of these personal contributions claimed i of intent	n my original notice	\$
7	The amount of these personal contributions I will now deduction	be claiming as a tax	\$

Declaration

This form has a declaration where you sign to indicate that the information in it is correct and complete. Please review the information before you sign the declaration. If you provide false or misleading information, or fail to take reasonable care, you may be liable to administrative penalties imposed by taxation law.

① Complete this declaration if you have already lodged a valid notice with your fund for these contributions and you wish to reduce the amount stated in that notice.

VARIATION OF PREVIOUS VALID NOTICE OF INTENT

I declare that at the time of lodging this notice:

- I intend to claim the personal contributions stated as a tax deduction
- I am a current member of the identified super fund
- the identified super fund currently holds these contributions and has not begun to pay a superannuation income stream based in whole or part on these contributions.

I declare that I wish to vary my previous valid notice for these contributions by **reducing** the amount I advised in my previous notice and I confirm that either:

■ I have lodged my income tax return for the year in which the contribution was made, prior to the end of the following income year, and this variation notice is being lodged before the end of the day on which the return was lodged, or

- I have not yet lodged my income tax return for the relevant year and this variation notice is being lodged on or before 30 June in the financial year following the year in which the personal contributions were made, **or**
- the ATO has disallowed my claim for a deduction for the relevant year and this notice reduces the amount stated in my previous valid notice by the amount that has been disallowed.

I declare that the information given on this notice is correct and complete.

Name (Print in BLOCK LETTERS)	
Signature	D .
	Date

Send your completed variation notice to your super fund. **Do not send it to us**. The information on this notice is for you and your super fund. We don't collect this information; we only provide a format for you to provide the information to your super fund.

Notice of intent to claim or vary a deduction for personal super contributions

Section A: Your details

1 Tax file number (TFN)

PROVIDED

	The ATO does not collect this information provided on this form. This form is to assist you in providing details to your super fund. Your super fund is authorised to request your personal details, including your TFN, under the Superannuation Industry (Supervision) Act 1993, the Income Tax Assessment Act 1997 and the Taxation Administration Act 1953. It is not an offence not to provide your TFN. However, if you do not provide your TFN, and your super fund doesn't already hold your TFN, they will not be permitted to accept the contribution(s) covered by this notice. For more information about your privacy please contact the entity you are providing this form to.
2	Name
Title	: MRS
Fam	illy name
HA	RPER
First	given name Other given names
EL	IZABETH GAYE
3 4 13	Date of birth PROVIDED Current postal address SANIBEL COURT
РΑ	urb/town/locality RREARRA RTY if outside of Australia State/territory Postcode QLD (Australia only) (Australia only) (Australia only)
5	Daytime phone number (include area code) 0732540518
Se	ection B: Super fund's details
6	Fund name
TH	E HARPER FAMILY SUPERANNUATION FUND
7	Fund Australian business number (ABN) 60430948801
8	Member account number HARELI00001A
9	Unique Superannuation Identifier (USI) (if known)

>E	ection of Contribution details		
10	Personal contribution details		
	Is this notice varying an earlier notice? No X		
	If you answered 'No' complete the Original Notice to Claim a Tay If you answered 'Yes' complete the Variation of previous valid no		
	ORIGINAL NOTICE TO CLAIM A TAX DEDUCTION		
11	Financial year ended 30 June 20 21		
			ф[<u>0005.00</u>]/
	My personal contributions to this fund in the above fin		\$ 3305.80
13	The amount of these personal contributions I will be can a tax deduction	laiming as	\$ 3305.80
Se	ection D: Declaration		
sign	is form has a declaration where you say the information in it is correct the declaration. If you provide false or misleading information, or families imposed by taxation law. INTENTION TO CLAIM A TAX DEDUCTION		
	Complete this declaration if you have not previously lodged a	a valid notice with your s	uper fund for these contributions.
	 I intend to claim the personal contributions stated as a tax deduction I am a current member of the identified super fund the identified super fund currently holds these contributions and has not begun to pay a superannuation income stream based in whole or part on these contributions 	before the end of the d return for the income y contributions were mad before the end of the ir in which the contribution	ncome year following the year
	Name (Print in BLOCK LETTERS)		
	ELIZABETH GAYE HARPER		
	Signature		Date
Sup	Send your completed notice to your super fund. Do not send it t per fund. We don't collect this information; we only provide a format	o us. The information or for you to provide the ir	n this notice is for you and your nformation to your super fund.
	VARIATION OF PREVIOUS VALID NOTICE OF INTENT		
14	Financial year ended 30 June 20		
15	My personal contributions to this fund in the above fin	ancial year	\$
16	The amount of these personal contributions claimed in of intent	n my original notice	\$
17	The amount of these personal contributions I will now deduction	be claiming as a tax	× \$

Declaration

This form has a declaration where you sign to indicate that the information in it is correct and complete. Please review the information before you sign the declaration. If you provide false or misleading information, or fail to take reasonable care, you may be liable to administrative penalties imposed by taxation law.

① Complete this declaration if you have already lodged a valid notice with your fund for these contributions and you wish to reduce the amount stated in that notice.

VARIATION OF PREVIOUS VALID NOTICE OF INTENT

I declare that at the time of lodging this notice:

- I intend to claim the personal contributions stated as a tax deduction
- I am a current member of the identified super fund
- the identified super fund currently holds these contributions and has not begun to pay a superannuation income stream based in whole or part on these contributions.

I declare that I wish to vary my previous valid notice for these contributions by **reducing** the amount I advised in my previous notice and I confirm that either:

■ I have lodged my income tax return for the year in which the contribution was made, prior to the end of the following income year, and this variation notice is being lodged before the end of the day on which the return was lodged, or

- I have not yet lodged my income tax return for the relevant year and this variation notice is being lodged on or before 30 June in the financial year following the year in which the personal contributions were made, **or**
- the ATO has disallowed my claim for a deduction for the relevant year and this notice reduces the amount stated in my previous valid notice by the amount that has been disallowed.

I declare that the information given on this notice is correct and complete.

Name (Print in BLOCK LETTERS)	
Signature	D .
	Date

Send your completed variation notice to your super fund. **Do not send it to us**. The information on this notice is for you and your super fund. We don't collect this information; we only provide a format for you to provide the information to your super fund.

Memorandum of Resolutions of the Director(s) of

D Harper Investments Pty Ltd ACN: 081139997 ATF The Harper Family 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 trustee(s), the Superannuation Fund is a non-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.

INVESTMENT STRATEGY:

The allocation of the Fund's assets and the Fund's investment performance over the financial year were reviewed and found to be within the acceptable ranges outlined in the investment strategy. After considering the risk, rate of return, diversification and liquidity of the investments and the ability of the Fund to discharge its existing liabilities, it was resolved that the investment strategy continues to reflect the purposes and circumstances of the Fund and its members. Accordingly, no changes in the investment strategy were required.

ALLOCATION OF INCOME:

It was resolved that the income of the Fund would be allocated to the members based on their average daily balance (an alternative allocation basis may be

percentage of opening balance).

AUDITORS:

It was resolved that

Tony Boys

of

PO Box 3376, Rundle Mall, South Australia 5000

act as auditors of the Fund for the next financial year.

TAX AGENTS:

It was resolved that

Mark G W Herron

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

TRUSTEE STATUS:

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

CONTRIBUTIONS RECEIVED:

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

Memorandum of Resolutions of the Director(s) of D Harper Investments Pty Ltd ACN: 081139997 ATF The Harper Family Superannuation Fund

CLOSURE:	Signed as a true record –
	David Harper
	/ /
	Elizabeth Gaye Harper
	/ /
	,
	Seth David Harper
	/ /
	Brendan Edward Harper
	/ /

Minutes of a Meeting of the Director(s)

held on / / at 13 Sanibel Court, Parrearra, Queensland 4575

PRESENT: David Harper, Elizabeth Gaye Harper, Seth David Harper and Brendan Edward Harper

LUMP SUM PAYMENT (COVID-19):

Member Brendan Edward Harper requests to make the following lump sum payment(s), having applied to the ATO for a determination and to be released on compassionate grounds due to the coronavirus (Covid-19) in the financial year 2021.

Lump Sum Date	Account Name	Amount	
07/07/2020	4	10,000.00	

TRUSTEE ACKNOWLEDGEMENT:

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

- The Trustee(s) will notify the member, in writing, of their lump sum amount.
- The Trustee(s) will comply with the ATO obligations.

CLOSURE: Signed by the chairperson pursuant to the Fund Deed.

Brendan Edward Harper

Chairperson

Trial Balance

As at 30 June 2021

Credits	Debits	Units	Account Name	Code	_ast Year
\$	\$		Dividends Received	23900	
178,025.00	\		GHD Group Pty Ltd	23900/GHDGPL	(121,550.00)
			Contributions	24200	
7,017.87			(Contributions) Harper, Brendan Edward - Accumulation	24200/HARBRE00001 A	(4,693.59)
761.30			(Contributions) Harper, David - Accumulation	24200/HARDAV00001 A	(188.96)
25,000.00			(Contributions) Harper, Elizabeth Gaye - Accumulation	24200/HARELI00001A	(21,002.54)
2,208.76			(Contributions) Harper, Seth David - Accumulation	24200/HARSET00001 A	(836.02)
90,454.00			Changes in Market Values of Investments	24700	(71,472.00)
			Interest Received	25000	
24.32			ANZ Account (495579631)	25000/ANZBusinessCa sh	(80.22)
	2,673.00		Accountancy Fees	30100	2,783.00
			Administration Costs	30200	145.00
_	259.00		ATO Supervisory Levy	30400	259.00
	385.00		Auditor's Remuneration	30700	385.00
	55.00		ASIC Fees	30800	54.00
			Division 293 Tax	48100	
,	6,490.30		(Division 293 Tax) Harper, Elizabeth Gaye - Accumulation	48100/HARELI00001A	
24,357.03			Income Tax Expense	48500	(6,114.86)
	317,985.98		Profit/Loss Allocation Account	49000	222,312.19
			Opening Balance	50010	
133,485.69			(Opening Balance) Harper, Brendan Edward - Accumulation	50010/HARBRE00001 A	(117,534.05)
52,532.99			(Opening Balance) Harper, David - Accumulation	50010/HARDAV00001 A	(44,154.04)
1,009,343.45			(Opening Balance) Harper, Elizabeth Gaye - Accumulation	50010/HARELI00001A	(834,645.04)
79,561.78			(Opening Balance) Harper, Seth David - Accumulation	50010/HARSET00001 A	(66,278.59)
			Division 293 Tax	51900	
	6,490.30		(Division 293 Tax) Harper, Elizabeth Gaye - Accumulation	51900/HARELI00001A	0.00
			Contributions	52420	
7,017.87			(Contributions) Harper, Brendan Edward - Accumulation	52420/HARBRE00001 A	(4,693.59)

Trial Balance

As at 30 June 2021

Last Year	Code	Account Name	Units	Debits	Credits
				\$	\$
(188.96)	52420/HARDAV00001 A	(Contributions) Harper, David - Accumulation			761.30
(21,002.54)	52420/HARELI00001A	(Contributions) Harper, Elizabeth Gaye - Accumulation			25,000.00
(836.02)	52420/HARSET00001 A	(Contributions) Harper, Seth David - Accumulation			2,208.76
	53100	Share of Profit/(Loss)			
(26,596.76)	53100/HARBRE00001 A	(Share of Profit/(Loss)) Harper, Brendan Edward - Accumulation			33,869.63
(9,952.65)	53100/HARDAV00001 A	(Share of Profit/(Loss)) Harper, David - Accumulation			14,100.97
(189,945.76)	53100/HARELI00001A	(Share of Profit/(Loss)) Harper, Elizabeth Gaye - Accumulation			271,981.34
(15,073.91)	53100/HARSET00001 A	(Share of Profit/(Loss)) Harper, Seth David - Accumulation			21,475.81
	53330	Income Tax			
4,634.68	53330/HARBRE00001 A	(Income Tax) Harper, Brendan Edward - Accumulation		4,631.77	
1,734.32	53330/HARDAV00001 A	(Income Tax) Harper, David - Accumulation		1,928.35	
33,099.47	53330/HARELI00001A	(Income Tax) Harper, Elizabeth Gaye - Accumulation		37,194.19	
2,626.74	53330/HARSET00001 A	(Income Tax) Harper, Seth David - Accumulation		2,936.88	
	53800	Contributions Tax			
704.03	53800/HARBRE00001 A	(Contributions Tax) Harper, Brendan Edward - Accumulation		1,052.68	
28.34	53800/HARDAV00001 A	(Contributions Tax) Harper, David - Accumulation		114.20	
3,150.42	53800/HARELI00001A	(Contributions Tax) Harper, Elizabeth Gaye - Accumulation		3,750.01	
0.00	53800/HARSET00001 A	(Contributions Tax) Harper, Seth David - Accumulation		331.32	
	54500	Benefits Paid/Transfers Out			
10,000.00	54500/HARBRE00001 A	(Benefits Paid/Transfers Out) Harper, Brendan Edward - Accumulation		10,000.00	
	60400	Bank Accounts		,	
23,489.05	60400/ANZBusinessCa sh	ANZ Account (495579631)		41,053.86	
	77800	Shares in Unlisted Private Companies (Australian)	/	1	
1,245,320.00	77800/GHDGPL	GHD Group Pty Ltd	376,000.0000 1	,534,080.00	
22,695.86	85000	Income Tax Payable/Refundable		33,402.43	
(16,581.00)	89000	Deferred Tax Liability/Asset			25,626.40

2,004,814.27

2,004,814.27

Current Year Profit/(Loss): 293,628.95





Workpaper 14

Bank Reconciliation - Super Fund

Client Name:	Harper Family Su	perannuation			
Client Code:	HARP00		Period Ended: 3		
Partner/Manager	: <u>MH / SA</u>		Accountant: E	Eddy Lee	
Bank: ANZ			_Account No: _ BGL Code: _	495579631	
AS AT				30/06/2021	
Balance as per	bank statement			\$41,053.86	
add: Outstandir less: Outstandir			0.00 0.00 0.00	<u>0.00</u> 41,053.86	
iess. Outstariuii	Chq No	Code	Amount		
				00 00	
				00	
			0.	00	
				00	
				<u>00</u>	
				<mark>00</mark> 00	
				00	
				00	
				00	
			0.	00	
			0.	0.00	
Reconciled Ba	lance			\$41,053.86	/



30 JUNE 2020 TO 31 JULY 2020

MR DAVID HARPER 13 SANIBEL CT PARREARRA QLD 4575

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

D HARPER INVESTMENTS PTY LTD ATF THE HARPER FAMILY SUPER FUND

Branch Number (BSB)

014-245

Account Number

4955-79631

Account Descriptor

BUSINESS CHEQUE



NEED TO GET IN TOUCH?



ANZ Internet Banking anz.com



Enquiries: 13 13 14 Lost/Stolen Cards: 1800 033 844

Account Number 4955-79631

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2020 30 JUN	OPENING BALANCE			23,489.05
03 JUL	TRANSFER FROM GHD GROUP PL 1920-4AUD381		37,490.00	60,979.05
07 JUL	ANZ INTERNET BANKING PAYMENT 343277 TO BRENDAN EDWARD HARPER	10,000.00		50,979.05
08 JUL	TRANSFER FROM AUTOMATIC DATA P ADP202007081811810		94.99	51,074.04
31 JUL	CREDIT INTEREST PAID		2.11	51,076.15
	TOTALS AT END OF PAGE	\$10,000.00	\$37,587.10	
	TOTALS AT END OF PERIOD	\$10,000.00	\$37,587.10	\$51,076.15

This Statement Includes

Interest earned on deposits	\$2.11

Fee Summary

Summary of ANZ Transaction Fees		nsactions Free Additional	Fee Per Transaction (\$)	Total Charge (\$)
Transaction Fees				
INTERNET/ONLINE WDL	1.00	1.00	0.60	0.00
EFTPOS/PHONE BANKING WDL	2.00	2.00	0.60	0.00
Total Transaction Fees Charged				\$0.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

Summary of Relationship Benefit for this account	Amount (\$)
Your Relationship Benefit	1.80
This is made up of:	
Value of Free Transactions	1.80

Account Number 4955-79631

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2020 31 JUL	OPENING BALANCE			51,076.15
05 AUG	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {366150}	3,339.95		47,736.20
07 AUG	TRANSFER FROM AUTOMATIC DATA P ADP202008071828915		531.94	48,268.14
31 AUG	TRANSFER FROM QUICKSUPER QUICKSPR2767171805		2,503.17	50,771.31
31 AUG	CREDIT INTEREST PAID		2.06	50,773.37
	TOTALS AT END OF PAGE	\$3,339.95	\$3,037.17	
	TOTALS AT END OF PERIOD	\$3,339.95	\$3,037.17	\$50,773.37

This Statement Includes

nterest earned on deposits \$2.06	rest	In
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Fee Summary

Summary of ANZ Transaction Fees	Transaction Total Free Add		Charge
Transaction Fees		(47	(+7
INTERNET/ONLINE WDL	1.00 1.00	0.60	0.00
EFTPOS/PHONE BANKING WDL	2.00 2.00	0.60	0.00
Total Transaction Fees Charged			\$0.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

Summary of Relationship Benefit for this account

1.80

Amount (\$)

This is made up of:

Your Relationship Benefit

Value of Free Transactions 1.80

Account Number 4955-79631

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2020 31 AUG	OPENING BALANCE			50,773.37
08 SEP	TRANSFER FROM AUTOMATIC DATA P ADP202009081846758		531.94	51,305.31
29 SEP	TRANSFER FROM QUICKSUPER QUICKSPR2787898758		1,668.78	52,974.09
30 SEP	ANZ INTERNET BANKING FUNDS TFER TRANSFER 525992 TO 4564680110262812	2,860.00		50,114.09
30 SEP	CREDIT INTEREST PAID		2.11	50,116.20
	TOTALS AT END OF PAGE	\$2,860.00	\$2,202.83	
	TOTALS AT END OF PERIOD	\$2,860.00	\$2,202.83	\$50,116.20

This Statement Includes

Interest earned on deposits	\$2.11
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Fee Summary

Summary of ANZ Transaction Fees		nsactions Free Additional	Fee Per Transaction (\$)	Total Charge (\$)
Transaction Fees			(47)	(47
INTERNET/ONLINE WDL	1.00	1.00	0.60	0.00
EFTPOS/PHONE BANKING WDL	2.00	2.00	0.60	0.00
Total Transaction Fees Charged				\$0.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

Summary of Relationship Benefit for this account

Amount (\$)

Your Relationship Benefit	1.80
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This is made up of:

Value of Free Transactions 1.80

Account Number 4955-79631

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2020 30 SEP	OPENING BALANCE			50,116.20
01 OCT	TRANSFER FROM GHD GROUP PL 2021-1AUD390		44,010.00	94,126.20
02 OCT	ANZ M-BANKING FUNDS TFER TRANSFER 648140 FROM 542231241		5,000.00	99,126.20
02 OCT	EB 14616 TO 415763	96,278.00		2,848.20
08 OCT	TRANSFER FROM AUTOMATIC DATA P ADP202010081864435		987.89	3,836.09
28 OCT	TRANSFER FROM QUICKSUPER QUICKSPR2808938821		3,755.31	7,591.40
30 OCT	CREDIT INTEREST PAID		0.22	7,591.62
	TOTALS AT END OF PAGE	\$96,278.00	\$53,753.42	
	TOTALS AT END OF PERIOD	\$96,278.00	\$53,753.42	\$7,591.62

This Statement Includes

Interest earned on deposits	\$0.22
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Fee Summary

Summary of ANZ Transaction Fees	Transactions Total Free Additional	Fee Per Transaction	Total Charge
	Total Tree Additional	(\$)	(\$)
Transaction Fees			
INTERNET/ONLINE WDL	1.00 1.00	0.60	0.00
EFTPOS/PHONE BANKING WDL	3.00 3.00	0.60	0.00
Total Transaction Fees Charged			\$0.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

Summary of Relationship Benefit for this account Your Relationship Benefit This is made up of: Value of Free Transactions Amount (\$) 2.40

Account Number 4955-79631

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2020 30 OCT	OPENING BALANCE			7,591.62
04 NOV	TRANSFER FROM ATO ATO006000013820880		22,436.86	30,028.48
06 NOV	TRANSFER FROM AUTOMATIC DATA P ADP202011061881804		531.94	30,560.42
17 NOV	ANZ INTERNET BANKING PAYMENT 526982 TO ELECTROGIANT	1,185.90		29,374.52
27 NOV	TRANSFER FROM QUICKSUPER QUICKSPR2832275286		4,271.52	33,646.04
30 NOV	CREDIT INTEREST PAID		1.13	33,647.17
	TOTALS AT END OF PAGE	\$1,185.90	\$27,241.45	
	TOTALS AT END OF PERIOD	\$1,185.90	\$27,241.45	\$33,647.17

This Statement Includes

Interest earned on deposits	\$1.13

Fee Summary

Fees Charged for period: 31 OCT 2020 to 30 NOV 2020 Summary of ANZ Transaction Fees	Transactions	Fee Per	Total
	Total Free Additional	Transaction	Charge
		(\$)	(\$)
Transaction Fees			
INTERNET/ONLINE WDL	1.00 1.00	0.60	0.00
EFTPOS/PHONE BANKING WDL	3.00 3.00	0.60	0.00
Total Transaction Fees Charged			\$0.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

Summary of Relationship Benefit for this account	Amount (\$)
Your Relationship Benefit	2.40
This is made up of:	
Value of Free Transactions	2.40

Account Number 4955-79631

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2020 30 NOV	OPENING BALANCE			33,647.17
08 DEC	TRANSFER FROM AUTOMATIC DATA P ADP202012081898757		531.94	34,179.11
10 DEC	TRANSFER FROM QUICKSUPER QUICKSPR2842266389		2,894.00	37,073.11
23 DEC	TRANSFER FROM QUICKSUPER QUICKSPR2852068754		284.24	37,357.35
31 DEC	CREDIT INTEREST PAID		1.54	37,358.89
	TOTALS AT END OF PAGE	\$0.00	\$3,711.72	
	TOTALS AT END OF PERIOD	\$0.00	\$3,711.72	\$37,358.89

This Statement Includes

Interest earned on deposits	\$1.54

Fee Summary

Fees Charged for period: 01 DEC 2020 to 31 DEC 2020			
Summary of ANZ Transaction Fees	Transactions	Fee Per	Total
	Total Free Additional	Transaction (\$)	Charge (\$)
Transaction Fees			
EFTPOS/PHONE BANKING WDL	3.00 3.00	0.60	0.00
Total Transaction Fees Charged			\$0.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

Summary of Relationship Benefit for this account

Amount (\$)

Your Relationship Benefit	1.80
rour relationship benefit	1.00

This is made up of:

Value of Free Transactions 1.80

Account Number 4955-79631

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2020 31 DEC	OPENING BALANCE			37,358.89
2021 05 JAN	TRANSFER FROM GHD GROUP PL 2021-2AUD407		49,140.00	86,498.89
08 JAN	TRANSFER FROM AUTOMATIC DATA P ADP202101081916789		531.94	87,030.83
13 JAN	TRANSFER FROM QUICKSUPER QUICKSPR2865435932		2,529.55	89,560.38
29 JAN	CREDIT INTEREST PAID		3.17	89,563.55
	TOTALS AT END OF PAGE	\$0.00	\$52,204.66	
	TOTALS AT END OF PERIOD	\$0.00	\$52,204.66	\$89,563.55

This Statement Includes

erest earned on deposits \$3.17

Fee Summary

Fees Charged for period: 01 JAN 2021 to 29 JAN 2021			
Summary of ANZ Transaction Fees	Transactions	Fee Per	Total
	Total Free Additional	Transaction	Charge
		(\$)	(\$)
Transaction Fees			
EFTPOS/PHONE BANKING WDL	3.00 3.00	0.60	0.00
Total Transaction Fees Charged			\$0.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

Summary of Relationship Benefit for this account

Amount (\$)

Your Relationship Benefit	1.80

This is made up of:

Value of Free Transactions 1.80

Account Number 4955-79631

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2021 29 JAN	OPENING BALANCE			89,563.55
08 FEB	TRANSFER FROM AUTOMATIC DATA P ADP202102081934032		1,177.16	90,740.71
26 FEB	CREDIT INTEREST PAID		3.46	90,744.17
	TOTALS AT END OF PAGE	\$0.00	\$1,180.62	
	TOTALS AT END OF PERIOD	\$0.00	\$1,180.62	\$90,744.17

This Statement Includes

Interest earned on deposits	\$3.46

Fee Summary

Fees Charged for period: 30 JAN 2021 to 26 FEB 2021			
Summary of ANZ Transaction Fees	Transactions	Fee Per	Total
	Total Free Additional	Transaction (\$)	Charge (\$)
Transaction Fees			
EFTPOS/PHONE BANKING WDL	1.00 1.00	0.60	0.00
Total Transaction Fees Charged			\$0.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

Summary of Relationship Benefit for this account

Amount (\$)

Your Relationship Benefit	0.60
This is made up of:	

Value of Free Transactions 0.60

Account Number 4955-79631

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2021 26 FEB	OPENING BALANCE			90,744.17
08 MAR	TRANSFER FROM AUTOMATIC DATA P ADP202103081950175		1,349.64	92,093.81
19 MAR	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {773850}	3,150.35		88,943.46
30 MAR	ANZ INTERNET BANKING FUNDS TFER TRANSFER 805497 FROM 542231241		13,500.00	102,443.46
30 MAR	EB 14616 TO 527425	102,028.00		415.46
31 MAR	CREDIT INTEREST PAID		3.97	419.43
	TOTALS AT END OF PAGE	\$105,178.35	\$14,853.61	
	TOTALS AT END OF PERIOD	\$105,178.35	\$14,853.61	\$419.43

This Statement Includes

Interest earned on deposits	\$3.97

Fee Summary

Fees Charged for period: 27 FEB 2021 to 31 MAR 2021			
Summary of ANZ Transaction Fees	Transactions	Fee Per	Total
	Total Free Additional	Transaction	Charge
		(\$)	(\$)
Transaction Fees			
INTERNET/ONLINE WDL	3.00 3.00	0.60	0.00
EFTPOS/PHONE BANKING WDL	1.00 1.00	0.60	0.00
Total Transaction Fees Charged			\$0.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

Summary of Relationship Benefit for this account Your Relationship Benefit This is made up of: Value of Free Transactions Amount (\$) 2.40

Account Number 4955-79631

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2021 31 MAR	OPENING BALANCE			419.43
01 APR	TRANSFER FROM GHD GROUP PL 2021-3AUD394		47,385.00	47,804.43
01 APR	ANZ INTERNET BANKING FUNDS TFER TRANSFER 844069 TO 014245542231241	13,500.00		34,304.43
12 APR	TRANSFER FROM AUTOMATIC DATA P ADP202104121970083		1,069.53	35,373.96
30 APR	CREDIT INTEREST PAID		1.39	35,375.35
	TOTALS AT END OF PAGE	\$13,500.00	\$48,455.92	
	TOTALS AT END OF PERIOD	\$13,500.00	\$48,455.92	\$35,375.35

This Statement Includes

Interest earned on deposits	\$1.39
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Fee Summary

Fees Charged for period: 01 APR 2021 to 30 APR 2021			
Summary of ANZ Transaction Fees	Transactions	Fee Per	Total
	Total Free Additional	Transaction (\$)	Charge (\$)
Transaction Fees		(4)	(47
INTERNET/ONLINE WDL	1.00 1.00	0.60	0.00
EFTPOS/PHONE BANKING WDL	2.00 2.00	0.60	0.00
Total Transaction Fees Charged			\$0.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

Summary of Relationship Benefit for this account	Amount (\$)
Your Relationship Benefit	1.80
This is made up of:	
Value of Free Transactions	1.80

Account Number 4955-79631

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2021 30 APR	OPENING BALANCE			35,375.35
07 MAY	TRANSFER FROM AUTOMATIC DATA P ADP202105071986302		531.94	35,907.29
26 MAY	TRANSFER FROM QUICKSUPER QUICKSPR2970845151		2,095.18	38,002.47
31 MAY	CREDIT INTEREST PAID		1.53	38,004.00
	TOTALS AT END OF PAGE	\$0.00	\$2,628.65	
	TOTALS AT END OF PERIOD	\$0.00	\$2,628.65	\$38,004.00

This Statement Includes

Interest earned on deposits	\$1.53
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Fee Summary

Fees Charged for period: 01 MAY 2021 to 31 MAY 2021			
Summary of ANZ Transaction Fees	Transactions	Fee Per	Total
	Total Free Additional	Transaction	Charge
		(\$)	(\$)
Transaction Fees			
EFTPOS/PHONE BANKING WDL	2.00 2.00	0.60	0.00
Total Transaction Fees Charged			\$0.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

Summary of Relationship Benefit for this account

Amount (\$)

Your Relationship Benefit	1.20

This is made up of:

Value of Free Transactions 1.20

No transaction fees* for ANZ cardholders across the new atmx by Armaguard network

As an ANZ cardholder you can withdraw cash or make a balance enquiry, with no transaction fee* at any atmx by Armaguard. *Terms and conditions apply.

Visit www.anz.com.au/ways-to-bank/atms for further detail and terms and conditions.

ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 4955-79631

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details Withdrawals (S		Deposits (\$)	Balance (\$)
2021 31 MAY	OPENING BALANCE			38,004.00
08 JUN	TRANSFER FROM AUTOMATIC DATA P ADP202106081004648		571.84	38,575.84
14 JUN	TRANSFER FROM QUICKSUPER QUICKSPR2984092890		1,976.69	40,552.53
21 JUN	TRANSFER FROM AUTOMATIC DATA P ADP202106211011797		499.70	41,052.23
30 JUN	CREDIT INTEREST PAID		1.63	41,053.86
	TOTALS AT END OF PAGE	\$0.00	\$3,049.86	
	TOTALS AT END OF PERIOD	\$0.00	\$3,049.86	\$41,053.86

This Statement Includes

Interest earned on deposits	\$1.63
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Yearly Summary

Previous Year to 30/06/2021 (\$)

Interest earned on deposits 24.32	
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Fee Summary

Summary of ANZ Transaction Fees	Transactions	Fee Per	Total
	Total Free Additional	Transaction (\$)	Charge (\$)
Transaction Fees			
EFTPOS/PHONE BANKING WDL	3.00 3.00	0.60	0.00
Total Transaction Fees Charged			\$0.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

Summary of Relationship Benefit for this account

Amount (\$)

Your Relationship Benefit	1.80

This is made up of:

Value of Free Transactions 1.80

Dividend Reconciliation Report

For The Period 01 July 2020 - 30 June 2021

	_	Australian Ir	come	 Foreign Income		Withh	eld	
Date	Net Payment Received	Unfranked Fran	Franking ked Credits	Foreign Credits	NZ Credits	TFN Withheld	Non-Resident	LIC Deduction
Shares in Unlisted Private	e Companies (Australian)							
GHDGPL GHD Group Pty	/ Ltd							
03/07/2020	37,490.00	37,49	0.00 16,067.14					
01/10/2020	44,010.00	44,01	0.00 18,861.43					
05/01/2021	49,140.00	49,14	21,060.00					
01/04/2021	47,385.00	47,38	5.00 20,307.86					
	178,025.00	178,02	5.00 76,296.43					
_	178,025.00	178,02	5.00 76,296.43					
TOTAL	178,025.00	178,02	5.00 76,296.43					

Tax Return Reconciliation

	Totals	Tax Return Label
Unfranked		J
Franked Dividends	178,025.00	K
Franking Credits	76,296.43	L

Dividend History F	Report							· · · · · · · · · · · · · · · · · · ·				
Employee Number	Full Name	Dividend Payment Dete	QtrCode	Dividend Rate per Share	Shares as of Record Date	Total Gross Dividend Amount (AUD)	Total Tax Withheld (AUD)	Total Net Dividend Amount (AUD)	Franking Percentage	Franking Credits (AUD)	Local Payment Currency	Local Net Dividend Payment
1008415-ENT1	Elizabeth Harper atf Elizabeth Harper atf D Harper Investments Pty Ltd	02-Jui-2020	1920-4	11.50	326,000	37,490.00	0	37,490.00	100%	16,067.14	AUD	37,490.00
1008415-ENT1	Elizabeth Harper aff Elizabeth Harper alf D Harper Investments Pty Ltd	01-Oct-2020	2021-1	13.50	326,000	44,010.00	0	44,010.00	100%	18,861.43	AUD	44,010.00
1008415-ENT1	Elizabeth Harper atf Elizabeth Harper atf D Harper Investments Pty Ltd	05-Jan-2021	2021-2	14.00	351,000	49,140.00	0	49,140.00	100%	21,060.00	AUD	49,140.00
1008415-ENT1	Elizabeth Harper atf Elizabeth Harper alf D Harper Investments Pty Ltd	01-Apr-2021	2021-3	13,50	351,000	47,385.00	0	47,385.00	100%	20,307.86	AUD	47,385.00
						178,025.00	/ 0	178,025.00		76,296.43		178,025.00



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MR BRENDAN E HARPER UNIT 64 11 CRAYFISH ST MOUNTAIN CREEK QLD 4557 Our reference: 7116365789614

Phone: 13 10 20 TFN: 404 766 165

3 July 2020

We have approved an early release of superannuation

Dear BRENDAN,

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

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

Release amount

We've approved a release of

\$ 10,000.00

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

THE TRUSTEE FOR THE HARPER FAMILY SUPERANNUATION FUND

\$ 10,000.00

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

What you need to do

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

Yours sincerely, Grant Brodie Deputy Commissioner of Taxation

NEED HELP?

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

If you phone

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

FIND OUT MORE

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

Inquires 1300 300 630

Issue date 23 Dec 20

Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 53260326

Check this statement carefully

You are legally obligated to ensure that all your company details listed on this company statement are complete and correct. This is required under s346C (1) and/or s346B and s346C (2) of the *Corporations Act 2001*.

You must check this statement carefully and inform ASIC of any changes or corrections immediately. **Do not return this statement.**You must notify ASIC within 28 days after the date of change, and within 28 days after the date of issue of your annual company statement. Late lodgement of changes will result in late fees. These requirements do not apply to the **Additional company information**.

ACN 081 139 997

FOR D. HARPER INVESTMENTS PTY. LTD.

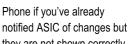
REVIEW DATE: 23 December 20

You must notify ASIC of any changes to company details — Do not return this statement



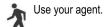
To make changes to company details or amend incorrect information - go to www.asic.gov.au/changes

- log in to our online services and make the required updates
- first time users will need to use the corporate key provided on this company statement



notified ASIC of changes but they are not shown correctly in this statement.

Ph: 1300 300 630



Company Statement

These are the current company details held by ASIC. You must check this statement carefully and inform ASIC of any changes or corrections immediately. Late fees apply. **Do not return this statement**.

1 Registered office

HERRON ACCOUNTANTS UNIT 1 48 FLINDERS PARADE NORTH LAKES QLD 4509

2 Principal place of business

13 SANIBEL COURT PARREARRA QLD 4575

3 Officeholders

Name: DAVID HARPER

Born: ARBORFIELD UNITED KINGDOM

Date of birth: 01/03/1954

Address: 13 SANIBEL COURT PARREARRA QLD 4575

Office(s) held: DIRECTOR, APPOINTED 23/12/1997

Name: ELIZABETH GAYE HARPER
Born: LOWER HUTT NEW ZEALAND

Date of birth: 10/03/1963

Address: 13 SANIBEL COURT PARREARRA QLD 4575

Office(s) held: DIRECTOR, APPOINTED 23/12/1997; SECRETARY, APPOINTED 23/12/1997

Name: SETH DAVID HARPER

Born: INGHAM QLD Date of birth: 25/10/1974

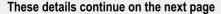
Address: 13 SANIBEL COURT PARREARRA QLD 4575

Office(s) held: DIRECTOR, APPOINTED 28/03/2000

Name: BRENDAN EDWARD HARPER

Born: BRISBANE QLD Date of birth: 05/12/1988

Address: 13 SANIBEL COURT PARREARRA QLD 4575



Company statement continued

Office(s) held: DIRECTOR, APPOINTED 19/07/2017

Company share structur

Share class	Shares description	Number issued	Total amount paid on these shares	Total amount unpaid on these shares
ORD1	ORDINARY SHARES	2	\$2.00	\$0.00

5 Members

Name: DAVID HARPER

Address: 13 SANIBEL COURT PARREARRA QLD 4575

Share Class Total number held Fully paid Beneficially held

ORD1 1 Yes Yes

Name: ELIZABETH HARPER

Address: 13 SANIBEL COURT PARREARRA QLD 4575

Share Class Total number held Fully paid Beneficially held
ORD1 1 Yes Yes

You must notify ASIC within 28 days of the date of change, and within 28 days of the issue date of the annual company statement. Late lodgement of changes will result in late fees.

End of company statement

This concludes the information to which the company must respond (if incorrect) under s346C of the Corporations Act 2001.

Additional company information

This information is optional under the *Corporations Act 2001*. Late lodgement fees or late review fees do not apply to this information. To add, remove or change a contact address, see www.asic.gov.au/addresses.

6 Contact address for ASIC use only

Registered agent name: HERRON ACCOUNTANTS

Registered agent number: 5461

Address: PO BOX 504 NORTH LAKES QLD 4509



ABN 86 768 265 615

Inquiries

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

D. HARPER INVESTMENTS PTY. LTD. HERRON ACCOUNTANTS PO BOX 504 NORTH LAKES QLD 4509

INVOICE STATEMENT

Issue date 23 Dec 20

D. HARPER INVESTMENTS PTY. LTD.

ACN 081 139 997

Account No. 22 081139997

Summary

TOTAL DUE	\$55.00
Payments & credits	\$0.00
New items	\$55.00
Opening Balance	\$0.00

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

Transaction details are listed on the back of this page

Please pay

Immediately	\$0.00
By 23 Feb 21	\$55.00

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

D. HARPER INVESTMENTS PTY. LTD.

ACN 081 139 997 Account No: 22 081139997



22 081139997

TOTAL DUE \$55.00 Immediately \$0.00 By 23 Feb 21 \$55.00

Payment options are listed on the back of this payment slip



Biller Code: 17301 Ref: 2290811399976





*814 129 0002290811399976 01

Transaction details:

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2020-12-23	Annual Review - Special Purpose Pty Co	3X5951377480P A	\$55.00
	Outstanding transactions		
2020-12-23	Annual Review - Special Purpose Pty Co	3X5951377480P A	\$55.00

PAYMENT OPTIONS



Billpay Code: 8929 Ref: 2290 8113 9997 601

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



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

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HerronAccountants

The Harper Family Superannuation Fund 13 Sanibel Court PARREARRA QLD 4575 Invoice Date
09 September 2020
ABN.
16 134 060 432
Invoice No.
24968
Client Code
HARP00

TAX INVOICE

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

Annual Administration:

Input and posting of data to General Ledger for the period 1 July 2019 to 30 June 2020

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

- •Revaluation of Unlisted Investments;
- Allocation of contributions received;

Preparation of Financial Statements for the Harper Family Superannuation Fund for the financial year ended 30 June 2020

Preparation of Member Benefit Statements for the financial year ended 30 June 2020

Preparation and lodgement with the Australian Taxation Office of Fund Income Tax Return for the financial year ended 30 June 2020

Professional advice and assistance from time to time as required.

2,250.00

Audit:

Audit of 2020 Fund Financial Statements as performed by Super Audits and paid on behalf of the Fund.

350.00

Our Price Plus: GST 2,600.00 260.00

TOTAL DUE

×

\$2,860.00

	Remittance Advice - Please return with your payment
	Payment required within Fourteen (14) Days from date of Invoice
	Invoice Due Date - 23 September 2020
Please forward cheques to: Herron Accountants	Credit Card: Mastercard/Visa (Please circle)
PO Box 504 North Lakes QLD 4509 Ph: 07 3204 4166	Card No: Expires:/
For Direct Deposit:	Name on Card:
BSB: 124 001 BoQ Account No: 21374214	Signature:
Client Code: HARP00	Invoice No: 24968 Amount Due: \$2,860.00 Amount Paid: \$

O

HerronAccountants

D Harper Investments Pty Ltd 13 Sanibel Court PARREARRA QLD 4575 Invoice Date 14 January 2021

ABN.

16 134 060 432

Invoice No. 25808

Client Code HARP04

TAX INVOICE

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

To the upkeep and maintenance of your Corporate Secretarial file for the year of registration including though not limited to:

- Preparation of standard ASIC forms as required;
- Attending to Company Annual Statement requirements;
- Ensuring up to date ASIC records are maintained;
- Preparation of Solvency Minute;
- Fulfilling all requirements as your registered office for the year and attending to all correspondence received on your behalf.

Our Pri	ce
Plus: G	ST
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180.00 18.00

\$ 198.00

	Remittance Advice - Please return with your payment
	Payment required within Fourteen (14) Days from date of Invoice
	Invoice Due Date - 28 January 2021
Please forward cheques to	Credit Card: Mastercard/Visa (Please circle)
Herron Accountants PO Box 504 North Lakes QLD 4509 Ph: 07 3204 4166	Card No: Expires:/
For Direct Deposit:	Name on Card:
BSB: 124 001 BoQ Account No: 21374214	Signature:
Client Code: HARP04	Invoice No: 25808 Amount Due: \$ 198.00 Amount Paid: \$



- Եղիլորդիիլիորի իրկանի իրկինության անդիսանի հանդիս

MRS ELIZABETH G HARPER C/- HERRON ACCOUNTANTS PO BOX 504

NORTH LAKES QLD 4509

Our reference: 7114903056981

Phone: 13 10 20

Website: ato.gov.au/division293

TFN: 490 320 395 13 March 2020

Additional tax on concessional contributions (Division 293) notice for 2018-19

Dear ELIZABETH

There is an additional tax on super contributions which reduces the tax concession for individuals whose combined income and contributions are more than the \$250,000 threshold.

Why does the additional tax apply to you

For the 2018-19 financial year, your combined income and super contributions were more than \$250,000. This means you now have to pay an additional tax of 15% on your concessional contributions.

How much additional tax do you need to pay

Your additional tax for this notice is:

Taxable super contributions

\$22,266.58

Additional tax due and payable

\$3,339.95

Due date for payment

06 April 2020

Your Payment Reference Number for this amount is:

5510 0490 3203 9575 11

What you need to do now

There are two options for making a payment (your payment can be made using any combination of these):

- 1. Pay with your own money
- 2. Elect to release money from any of your existing super balances by completing a Division 293 election form online, instructions to do this are on the final page of this notice.

HOW TO PAY

Your payment reference number (PRN) is: 551004903203957511

BPAY®



Biller code: 75556 **Ref:** 551004903203957511

Telephone & Internet Banking – BPAY®

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

More info: www.bpay.com.au

CREDIT OR DEBIT CARD

Pay online with your credit or debit card at www.governmenteasypay.gov.au/PayATO

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

A card payment fee applies.

For other payment options, visit ato.gov.au/paymentoptions

RELEASE MONEY FROM SUPER

You can ask your fund to pay some or all of the amount from your existing super balance. To do this, access our online services through myGov and complete the Division 293 election form.

Division 293 tax notice of assessment

Income Tax Assessment Act 1997 and Schedule 1 of the Taxation Administration Act 1953

This is your Division 293 tax assessment for the year ended 30 June 2019.

Your additional tax (Division 293 tax) is 15% of your taxable super contributions. Your taxable super contributions are only those Division 293 super contributions that are above the threshold.

Division 293 income (see below)		\$377,648.00	(a)
Division 293 super contributions (see below)		\$22,266.58	(b)
Combined income and super contributions	(a) + (b)	\$399,914.58	(c)
Less the Division 293 threshold	_	\$250,000.00	(d)
Amount above the threshold	(c) - (d)	\$149,914.58	(e)
Taxable super contributions	the lesser of (b) or (e)	\$22,266.58	(f)
ADDITIONAL TAX	(f) x 15%	\$3,339.95	

Yours sincerely

Melinda Smith

Deputy Commissioner of Taxation

(a) Division 293 income

Your Division 293 income is based on your taxable income and other information from your income tax return.



(b) Division 293 super contributions

Your Division 293 super contributions are the total of all your concessional contributions.

Your concessional contributions

DIVISION 293 SUPER CONTRIBUTIO	DNS	\$22,266.58
THE HARPER FAMILY SUPERANNUATION FUND SMSF114703826089	Employer contributions	\$22,266.58

Further information

Avoid interest charges

- > You need to pay the due and payable amount by the due date to avoid paying interest charges.
- > Though your election form is valid for 60 days you still need to pay by the due date to avoid interest charges.

Releasing money from super

To release money from any of your existing super balances you can access our ATO online services through myGov and complete the Division 293 election form before 12 May 2020.

When you complete the election form we will ask your nominated super fund(s) to release the amount you elected and send the money to us.

If you are not already registered with myGov visit our website at ato.gov.au/onlineservices to register.

You can also download the form via our website <u>ato.gov.au/div293electionform</u>, or order the form via our website <u>ato.gov.au/onlineordering</u>, and send it to us.

View your online statement of account

To view your tax and super accounts online all you need is a myGov account linked to our ATO online services.

If you are not already registered with myGov visit our website at ato.gov.au/onlineservices to register.

If you have a tax agent, they can also view your tax and super accounts through the Tax Agent Portal.

If you disagree

If you disagree with:

- > the income we have used, you will need to review your income tax return.
- > the contributions reported, contact your super fund.
- > our assessment, you can lodge an objection. Visit ato.gov.au/objections to find our more. If you do lodge an objection to the assessment you still need to pay the due and payable amount by the due date.

Find out more

For more information about Division 293 tax:

- > visit ato.gov.au/division293
- > phone us on 13 10 20 between 8:00am and 6:00pm, Monday to Friday.

Visit our website at ato.gov.au/contactus for more contact options.



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MRS ELIZABETH G HARPER 13 SANIBEL CT PARREARRA QLD 4575 Our reference: 7119366334558

Phone: 13 10 20

Website: ato.gov.au/division293

20 November 2020

Additional tax on concessional contributions (Division 293) notice for 2019-20

Dear ELIZABETH

There is an additional tax on super contributions which reduces the tax concession for individuals whose combined income and contributions are more than the \$250,000 threshold.

Why does the additional tax apply to you

For the 2019-20 financial year, your combined income and super contributions were more than \$250,000. This means you now have to pay an additional tax of 15% on your concessional contributions.

How much additional tax do you need to pay

Your additional tax for this notice is:

Taxable super contributions

\$21,002.54

Additional tax due and payable

\$3,150.35

Due date for payment

14 December 2020

Your Payment Reference Number for this amount is:

5510 0490 3203 9575 11

What you need to do now

There are two options for making a payment (your payment can be made using any combination of these):

- 1. Pay with your own money
- 2. Elect to release money from any of your existing super balances by completing a Division 293 election form online, instructions to do this are on the final page of this notice.

HOW TO PAY

Your payment reference number (PRN) is: 551004903203957511

BPAY®



Biller code: 75556 **Ref:** 551004903203957511

Telephone & Internet Banking – BPAY®

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

More info: www.bpay.com.au

CREDIT OR DEBIT CARD

Pay online with your credit or debit card at www.governmenteasypay.gov.au/PayATO

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

A card payment fee applies.

For other payment options, visit ato.gov.au/paymentoptions

RELEASE MONEY FROM SUPER

You can ask your fund to pay some or all of the amount from your existing super balance. To do this, access our online services through myGov and complete the Division 293 election form.

Division 293 tax notice of assessment

Income Tax Assessment Act 1997 and Schedule 1 of the Taxation Administration Act 1953

This is your Division 293 tax assessment for the year ended 30 June 2020.

Your additional tax (Division 293 tax) is 15% of your taxable super contributions. Your taxable super contributions are only those Division 293 super contributions that are above the threshold.

Division 293 income (see below)		\$386,161.00 (a)
Division 293 super contributions (see below)		\$21,002.54 (b)
Combined income and super contributions	(a) + (b)	\$407,163.54 (c)
Less the Division 293 threshold		\$250,000.00 (d)
Amount above the threshold	(c) - (d)	\$157,163.54 (e)
Taxable super contributions	the lesser of (b) or (e)	\$21,002.54 (f)
ADDITIONAL TAX	(f) x 15%	\$3,150.35

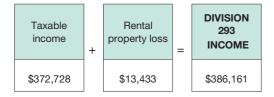
Yours sincerely

Melinda Smith

Deputy Commissioner of Taxation

(a) Division 293 income

Your Division 293 income is based on your taxable income and other information from your income tax return.



(b) Division 293 super contributions

Your Division 293 super contributions are the total of all your concessional contributions.

Your concessional contributions

THE HARPER FAMILY SUPERANNUATION FUND SMSF114703826089	Employer contributions	\$21,002.54
DIVISION 293 SUPER CONTRIBUTION	NS	\$21,002.54

Further information

Avoid interest charges

- > You need to pay the due and payable amount by the due date to avoid paying interest charges.
- > Though your election form is valid for 60 days you still need to pay by the due date to avoid interest charges.

Releasing money from super

To release money from any of your existing super balances you can access our ATO online services through myGov and complete the Division 293 election form before 19 January 2021.

When you complete the election form we will ask your nominated super fund(s) to release the amount you elected and send the money to us.

If you are not already registered with myGov visit our website at ato.gov.au/onlineservices to register.

You can also download the form via our website <u>ato.gov.au/div293electionform</u>, or order the form via our website <u>ato.gov.au/onlineordering</u>, and send it to us.

View your online statement of account

To view your tax and super accounts online all you need is a myGov account linked to our ATO online services.

If you are not already registered with myGov visit our website at ato.gov.au/onlineservices to register.

If you have a tax agent, they can also view your tax and super accounts through the Tax Agent Portal.

If you disagree

If you disagree with:

- > the income we have used, you will need to review your income tax return.
- > the contributions reported, contact your super fund.
- > our assessment, you can lodge an objection. Visit ato.gov.au/objections to find our more. If you do lodge an objection to the assessment you still need to pay the due and payable amount by the due date.

Find out more

For more information about Division 293 tax:

- > visit ato.gov.au/division293
- > phone us on 13 10 20 between 8:00am and 6:00pm, Monday to Friday.

Visit our website at ato.gov.au/contactus for more contact options.

/ /

David Harper
The Harper Family Superannuation Fund
13 Sanibel Court
Parrearra, Queensland 4575

Dear Sir/Madam,

RE: Work Test Declaration

I declare that I am aged between 67 and 74 inclusive and satisfied the work test requirement of being gainfully employed for at least 40 hours in a 30 day period in the 2021 financial year. Accordingly, the fund can accept my employer and personal superannuation contributions.

Yours faithfully,

David Harper

Additional information:

Date of Birth: Provided

Total employer superannuation contributions: \$0.00

Total personal superannuation contributions: \$761.30

Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
C - Income - Gross interest				
	31/07/2020	25000/ANZBusinessCash	ANZ Account (495579631)	2.11
	31/08/2020	25000/ANZBusinessCash	ANZ Account (495579631)	2.06
	30/09/2020	25000/ANZBusinessCash	ANZ Account (495579631)	2.11
	30/10/2020	25000/ANZBusinessCash	ANZ Account (495579631)	0.22
	30/11/2020	25000/ANZBusinessCash	ANZ Account (495579631)	1.13
	31/12/2020	25000/ANZBusinessCash	ANZ Account (495579631)	1.54
	29/01/2021		ANZ Account (495579631)	3.17
			, ,	
	26/02/2021		ANZ Account (495579631)	3.46
	31/03/2021	25000/ANZBusinessCash	ANZ Account (495579631)	3.97
	30/04/2021	25000/ANZBusinessCash	ANZ Account (495579631)	1.39
	31/05/2021	25000/ANZBusinessCash	ANZ Account (495579631)	1.53
	30/06/2021	25000/ANZBusinessCash	ANZ Account (495579631)	1.63
Sub-Total				24.32
Ignore Cents				0.32
Total				24.00
K - Franked dividend amount				
	03/07/2020	23900/GHDGPL	GHD Group Pty Ltd	37,490.00
	01/10/2020	23900/GHDGPL	GHD Group Pty Ltd	44,010.00
	05/01/2021	23900/GHDGPL	GHD Group Pty Ltd	49,140.00
	01/04/2021	23900/GHDGPL	GHD Group Pty Ltd	47,385.00
Sub-Total				178,025.00
Ignore Cents				0.00
Total				178,025.00
L - Income - Dividend franking credit				
	03/07/2020	23900/GHDGPL	GHD Group Pty Ltd	16,067.14
	01/10/2020	23900/GHDGPL	GHD Group Pty Ltd	18,861.43
	05/01/2021	23900/GHDGPL	GHD Group Pty Ltd	21,060.00
	01/04/2021	23900/GHDGPL	GHD Group Pty Ltd	20,307.86
Sub-Total				76,296.43
Ignore Cents				0.43
Total				76,296.00
R1 - Assessable employer contributions				
	08/07/2020	24200/HARBRE00001A	(Contributions) Harper, Brendan Edward - Accumulation (4)	94.99
	07/08/2020	24200/HARBRE00001A	(Contributions) Harper, Brendan Edward - Accumulation (4)	531.94
	31/08/2020	24200/HARELI00001A	(Contributions) Harper, Elizabeth Gaye - Accumulation (2)	2,503.17
	08/09/2020	24200/HARBRE00001A	(Contributions) Harper, Brendan	531.94

Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amoun
R1 - Assessable employer contributions				
			Edward - Accumulation (4)	
	29/09/2020	24200/HARELI00001A	(Contributions) Harper, Elizabeth Gaye - Accumulation (2)	1,668.7
	08/10/2020	24200/HARBRE00001A	(Contributions) Harper, Brendan Edward - Accumulation (4)	987.8
	28/10/2020	24200/HARELI00001A	(Contributions) Harper, Elizabeth Gaye - Accumulation (2)	3,755.3
	06/11/2020	24200/HARBRE00001A	(Contributions) Harper, Brendan Edward - Accumulation (4)	531.9
	27/11/2020	24200/HARELI00001A	(Contributions) Harper, Elizabeth Gaye - Accumulation (2)	4,271.5
	08/12/2020	24200/HARBRE00001A	(Contributions) Harper, Brendan Edward - Accumulation (4)	531.9
	10/12/2020	24200/HARELI00001A	(Contributions) Harper, Elizabeth Gaye - Accumulation (2)	2,894.0
	23/12/2020	24200/HARSET00001A	(Contributions) Harper, Seth David - Accumulation (3)	284.2
	08/01/2021	24200/HARBRE00001A	(Contributions) Harper, Brendan Edward - Accumulation (4)	531.9
	13/01/2021	24200/HARELI00001A	(Contributions) Harper, Elizabeth Gaye - Accumulation (2)	2,529.5
	08/02/2021	24200/HARBRE00001A	(Contributions) Harper, Brendan Edward - Accumulation (4)	531.9
	08/02/2021	24200/HARSET00001A	(Contributions) Harper, Seth David - Accumulation (3)	645.2
	08/03/2021	24200/HARBRE00001A	(Contributions) Harper, Brendan Edward - Accumulation (4)	531.9
	08/03/2021	24200/HARSET00001A	(Contributions) Harper, Seth David - Accumulation (3)	817.7
	12/04/2021	24200/HARBRE00001A	(Contributions) Harper, Brendan Edward - Accumulation (4)	607.9
	12/04/2021	24200/HARSET00001A	(Contributions) Harper, Seth David - Accumulation (3)	461.6
	07/05/2021	24200/HARBRE00001A	(Contributions) Harper, Brendan Edward - Accumulation (4)	531.9
	26/05/2021	24200/HARELI00001A	(Contributions) Harper, Elizabeth Gaye - Accumulation (2)	2,095.1
	08/06/2021	24200/HARBRE00001A	(Contributions) Harper, Brendan Edward -	571.8
	14/06/2021	24200/HARELI00001A	Accumulation (4) (Contributions) Harper, Elizabeth Gaye - Accumulation (2)	1,976.6
	21/06/2021	24200/HARBRE00001A	(Contributions) Harper, Brendan Edward -	499.7
Sub-Total			Accumulation (4)	30,920.8
Ignore Cents				0.8
Total				30,920.0
R2 - Assessable personal contributions				
	14/01/2021	24200/HARDAV00001A	(Contributions) Harper, David - Accumulation (1)	253.0
	30/06/2021	24200/HARELI00001A	(Contributions) Harper, Elizabeth Gaye - Accumulation (2)	3,305.8
	30/06/2021	24200/HARDAV00001A	(Contributions) Harper, David - Accumulation (1)	508.3
Sub-Total			, codificiation (1)	4,067.1
Ignore Cents				0.1
Total				4,067.0
· 				.,001.0

Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label

Tax Return Label	Date	Account Code	Account Name	Amoun
R - Assessable contributions (F	R1 plus R2 plus R3 less F	R6)		
Assessable employer contribu	tions			30,920.83
Assessable personal contribut	ions			4,067.10
Sub-Total				34,987.93
Ignore Cents				0.93
Total				34,987.00
W - GROSS INCOME (Sum of la	bels A to U)			
				289,332.00
Sub-Total				289,332.00
Ignore Cents				0.00
Total				289,332.00
V - TOTAL ASSESSABLE INCO	ME (W less Y)			
				289,332.00
Sub-Total				289,332.00
Ignore Cents				0.00
Total				289,332.00
H1 - Expenses - SMSF auditor f	ee			
	30/09/2020	30700	Auditor's Remuneration	385.00
Sub-Total				385.00
Ignore Cents				0.00
Total				385.00
J1 - Expenses - Management ar	nd administration expens	ses		
	30/09/2020	30100	Accountancy Fees	2,475.00
	14/01/2021	30800	ASIC Fees	55.00
	14/01/2021	30100	Accountancy Fees	198.00
	04/11/2020	30400	ATO Supervisory Levy	259.00
Sub-Total				2,987.00
Ignore Cents				0.00
Total				2,987.00
N - TOTAL DEDUCTIONS				
				3,372.00
Sub-Total				3,372.00
Ignore Cents				0.00
Total				3,372.00
O - TAXABLE INCOME OR LOS	S			
				285,960.00
Sub-Total				285,960.00
Ignore Cents				0.00
Total				285,960.00
Z - TOTAL SMSF EXPENSES				
				3,372.00

Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount \$
Z - TOTAL SMSF EXPENSES				
Sub-Total				3,372.00
Ignore Cents				0.00
Total				3,372.00
A - Taxable income				
A - Taxable income				285,960.00
Sub-Total				285,960.00
Ignore Cents				0.00
Total				285,960.00
T1 - Tax on taxable income				
11 - Tax on taxable income				42,894.00
Sub-Total				42,894.00
Ignore Cents				0.00
Total				42,894.00
				42,034.00
B - Gross Tax				42,894.00
Sub-Total				
				42,894.00
Ignore Cents Total				0.00 42,894.00
				42,094.00
T2 - SUBTOTAL				40.004.00
0.1.7.1				42,894.00
Sub-Total				42,894.00
Ignore Cents				0.00
Total				42,894.00
T3 - SUBTOTAL 2				
				42,894.00
Sub-Total				42,894.00
Ignore Cents				0.00
Total				42,894.00
E1 - Complying fund's franking cred	dits tax offset			
	03/07/2020	23900/GHDGPL	GHD Group Pty Ltd	16,067.14
	01/10/2020	23900/GHDGPL	GHD Group Pty Ltd	18,861.43
	05/01/2021	23900/GHDGPL	GHD Group Pty Ltd	21,060.00
	01/04/2021	23900/GHDGPL	GHD Group Pty Ltd	20,307.86
Sub-Total				76,296.43
Ignore Cents				0.00
Total				76,296.43
E - Refundable tax offsets				
				76,296.43

Tax Reconciliation Report

For the year ended 30 June 2021

Tax Return Label	Date	Account Code	Account Name	Amount
				\$
E - Refundable tax offsets				
Sub-Total				76,296.43
Ignore Cents				0.00
Total				76,296.43
I - Remainder of refundable tax	x offsets			
				33,402.43
Sub-Total				33,402.43
Ignore Cents				0.00
Total				33,402.43
L - Supervisory levy				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
Total				259.00
S - AMOUNT DUE OR REFUND	ABLE			
				(33,143.43)
Sub-Total				(33,143.43)
Ignore Cents				0.00
Total				(33,143.43)

The Harper Family Superannuation Fund **Deferred Tax Reconciliation**

For The Period 01 July 2020 - 30 June 2021

Investment Code	Investment Name	Revaluation/Tax Deferred	Permanent Difference (Non- Assessable)	Temporary Difference (Assessable)	Temporary Difference (Accumulation Portion)
Revaluations					
GHDGPL	GHD Group Pty Ltd	90,454.00	30,151.33	60,302.67	60,302.67
		90,454.00	30,151.33	60,302.67	60,302.67
Total		90,454.00	30,151.33	60,302.67	60,302.67
Deferred Tax Liability (Asset) Summary				
Opening Balance		16,581.00			
Current Year Transactions		9,045.40			
Total Capital Losses		0.00			
Total Tax Losses		0.00			
Deferred Tax WriteBacks/A	djustment	0.00			
Capital Loss carried forward	d recouped	0.00			
Tax Loss carried forward re	couped	0.00			
Closing Balance		25,626.40	_		

Statement of Taxable Income

For the year ended 30 June 2021

	2021
	\$
Benefits accrued as a result of operations	293,628.95
Less	
Increase in MV of investments	90,454.00
	90,454.00
Add	
Other Non Deductible Expenses	6,490.30
Franking Credits	76,296.43
	82,786.73
SMSF Annual Return Rounding	(1.68)
Taxable Income or Loss	285,960.00
Income Tax on Taxable Income or Loss	42,894.00
Less	
Franking Credits	76,296.43
CURRENT TAX OR REFUND	(33,402.43)
Supervisory Levy	259.00
AMOUNT DUE OR REFUNDABLE	(33,143.43)

General Ledger

Balance	Credit	Debit	Units	Description	Transaction Date
				ived (23900)	Dividends Rece
				ty Ltd (GHDGPL)	GHD Group P
37,490.00 C	37,490.00			TRANSFER FROM GHD GROUP PL 1920- 4AUD381	03/07/2020
81,500.00 C	44,010.00			TRANSFER FROM GHD GROUP PL 2021- 1AUD390	01/10/2020
130,640.00 C	49,140.00			TRANSFER FROM GHD GROUP PL 2021- 2AUD407	05/01/2021
178,025.00 C	47,385.00			TRANSFER FROM GHD GROUP PL 2021- 3AUD394	01/04/2021
178,025.00 C	178,025.00				
				24200)	Contributions (2
			001A)) Harper, Brendan Edward - Accumulation (HARBRE0	(Contributions
94.99 C	94.99			TRANSFER FROM AUTOMATIC DATA P ADP202007081811810	08/07/2020
626.93 C	531.94			TRANSFER FROM AUTOMATIC DATA P ADP202008071828915	07/08/2020
1,158.87 C	531.94			TRANSFER FROM AUTOMATIC DATA P ADP202009081846758	08/09/2020
2,146.76 C	987.89			TRANSFER FROM AUTOMATIC DATA P ADP202010081864435	08/10/2020
2,678.70 C	531.94			TRANSFER FROM AUTOMATIC DATA P ADP202011061881804	06/11/2020
3,210.64 C	531.94			TRANSFER FROM AUTOMATIC DATA P ADP202012081898757	08/12/2020
3,742.58 C	531.94			TRANSFER FROM AUTOMATIC DATA P ADP202101081916789	08/01/2021
4,274.52 C	531.94			TRANSFER FROM AUTOMATIC DATA P ADP202102081934032	08/02/2021
4,806.46 C	531.94			TRANSFER FROM AUTOMATIC DATA P ADP202103081950175	08/03/2021
5,414.39 C	607.93			TRANSFER FROM AUTOMATIC DATA P ADP202104121970083	12/04/2021
5,946.33 C	531.94			TRANSFER FROM AUTOMATIC DATA P ADP202105071986302	07/05/2021
6,518.17 C	571.84			TRANSFER FROM AUTOMATIC DATA P ADP202106081004648	08/06/2021
7,017.87 C	499.70			TRANSFER FROM AUTOMATIC DATA P ADP202106211011797	21/06/2021
7,017.87 C	7,017.87				
				Harper, David - Accumulation (HARDAV00001A)	(Contributions
253.00 C	253.00			ASIC fee + acc fee	14/01/2021
761.30 C	508.30			personal contributions	30/06/2021
761.30 C	761.30				
			<u>A)</u>	Harper, Elizabeth Gaye - Accumulation (HARELI0000	(Contributions
2,503.17 C	2,503.17			TRANSFER FROM QUICKSUPER QUICKSPR2767171805	31/08/2020
4,171.95 C	1,668.78			TRANSFER FROM QUICKSUPER QUICKSPR2787898758	29/09/2020
7,927.26 C	3,755.31			TRANSFER FROM QUICKSUPER	28/10/2020
12,198.78 C	4,271.52			QUICKSPR2808938821 TRANSFER FROM QUICKSUPER OUTCKSPR282275286	27/11/2020
15,092.78 C	2,894.00			QUICKSPR2832275286 TRANSFER FROM QUICKSUPER	10/12/2020
17,622.33 C	2,529.55			QUICKSPR2842266389 TRANSFER FROM QUICKSUPER OUTCKSPR2865435033	13/01/2021
19,717.51 C	2,095.18			QUICKSPR2865435932 TRANSFER FROM QUICKSUPER	26/05/2021
21,694.20 C	1,976.69			QUICKSPR2970845151 TRANSFER FROM QUICKSUPER	14/06/2021
25,000.00 C	3,305.80			QUICKSPR2984092890 personal contributions	30/06/2021

General Ledger

Transaction Date	Description	Units	Debit	Credit	Balance \$
	-			25,000.00	25,000.00 CR
(Contributions	s) Harper, Seth David - Accumulation (HARSET00	001A)			
23/12/2020	TRANSFER FROM QUICKSUPER			284.24	284.24 CR
08/02/2021	QUICKSPR2852068754 TRANSFER FROM AUTOMATIC DATA P			645.22	929.46 CR
08/03/2021	ADP202102081934032 TRANSFER FROM AUTOMATIC DATA P ADP202103081950175			817.70	1,747.16 CR
12/04/2021	TRANSFER FROM AUTOMATIC DATA P ADP202104121970083			461.60	2,208.76 CR
	ADI 202104121370003			2,208.76	2,208.76 CR
Changes in Mar	ket Values of Investments (24700)				
Changes in M	arket Values of Investments (24700)				
30/06/2021	Revaluation - 30/06/2021 @ \$4.080000 (Exit)			90,454.00	90,454.00 CR
	- 376,000.000000 Units on hand (GHDGPL)				
Interest Bessiv				90,454.00	90,454.00 CR
Interest Receive					
	(495579631) (ANZBusinessCash)			0.44	0.44.00
31/07/2020	CREDIT INTEREST PAID			2.11	2.11 CR
31/08/2020	CREDIT INTEREST PAID			2.06	4.17 CR
30/09/2020	CREDIT INTEREST PAID			2.11	6.28 CR
30/10/2020	CREDIT INTEREST PAID			0.22	6.50 CR
30/11/2020	CREDIT INTEREST PAID			1.13	7.63 CR
31/12/2020	CREDIT INTEREST PAID			1.54	9.17 CR
29/01/2021	CREDIT INTEREST PAID			3.17	12.34 CR 15.80 CR
26/02/2021	CREDIT INTEREST PAID CREDIT INTEREST PAID			3.46	19.77 CR
31/03/2021 30/04/2021	CREDIT INTEREST PAID CREDIT INTEREST PAID			3.97 1.39	19.77 CR 21.16 CR
31/05/2021	CREDIT INTEREST PAID			1.53	21.16 CR 22.69 CR
	CREDIT INTEREST PAID CREDIT INTEREST PAID				
30/06/2021	CREDIT INTEREST PAID			1.63 24.32	24.32 CR 24.32 CR
Accountancy Fo	ees (30100)				
Accountancy					
30/09/2020	ANZ INTERNET BANKING FUNDS TFER TRANSFER 525992 TO 4564680110262812		2,475.00		2,475.00 DR
14/01/2021	ASIC fee + acc fee		198.00		2,673.00 DR
	-		2,673.00		2,673.00 DR
ATO Superviso	ry Levy (30400)				
ATO Supervis	sory Levy (30400)				
04/11/2020	TRANSFER FROM ATO		259.00		259.00 DR
0 1/1 1/2020	ATO006000013820880		259.00		259.00 DR
Auditor's Remu	neration (30700)				
	nuneration (30700)				
30/09/2020	ANZ INTERNET BANKING FUNDS TFER TRANSFER 525992 TO 4564680110262812		385.00		385.00 DR
	-		385.00		385.00 DR
	- 00)		303.00		303.00 DR

General Ledger

Transaction Date	Description	Units Debit	Credit	Balance \$
ASIC Fees (30	0800)			
14/01/2021	ASIC fee + acc fee	55.00		55.00 DR
		55.00		55.00 DR
Benefits Paid/Tr	ransfers Out (46000)			
(Benefits Paid	/Transfers Out) Harper, Brendan Edward - Accumulat	ion (HARBRE00001A)		
07/07/2020	ANZ INTERNET BANKING PAYMENT	10,000.00		10,000.00 DR
07/07/0000	343277 TO Brendan Edward Harper		40,000,00	0.00 DD
07/07/2020	System Member Journals	40,000,00	10,000.00	0.00 DR
		10,000.00	10,000.00	0.00 DR
Division 293 Tax	x <u>(48100)</u>			
(Division 293	<u> Tax) Harper, Elizabeth Gaye - Accumulation (HARELI</u>	<u>00001A)</u>		
05/08/2020	Div 293 Tax - 2019 FY	3,339.95		3,339.95 DR
19/03/2021	Div 293 Tax - 2020 FY	3,150.35		6,490.30 DR
		6,490.30		6,490.30 DR
ncome Tax Exp	ense (48500)			
Income Tax E	xpense (48500)			
30/06/2021	Create Entries - Franking Credits Adjustment - 30/06/2021		76,296.43	76,296.43 CR
30/06/2021	Create Entries - PDIT Entry - 30/06/2021	9,045.40		67,251.03 CR
30/06/2021	Create Entries - Income Tax Expense - 30/06/2021	42,894.00		24,357.03 CR
		51,939.40	76,296.43	24,357.03 CR
Profit/Loss Allo	cation Account (49000)			
	ocation Account (49000)			
08/07/2020	System Member Journals	80.74		80.74 DR
05/08/2020	System Member Journals	30.1 .	3,339.95	3,259.21 CR
07/08/2020	System Member Journals	452.15	2,222.22	2,807.06 CR
31/08/2020	System Member Journals	2,127.69		679.37 CR
08/09/2020	System Member Journals	452.15		227.22 CR
29/09/2020	System Member Journals	1,418.46		1,191.24 DR
08/10/2020	System Member Journals	839.71		2,030.95 DR
28/10/2020	System Member Journals	3,192.01		5,222.96 DR
06/11/2020	System Member Journals	452.15		5,675.11 DR
27/11/2020	System Member Journals	3,630.79		9,305.90 DR
08/12/2020	System Member Journals	452.15		9,758.05 DR
10/12/2020	System Member Journals	2,459.90		12,217.95 DR
23/12/2020	System Member Journals	241.60		12,459.55 DR
08/01/2021	System Member Journals	452.15		12,911.70 DR
13/01/2021	System Member Journals	2,150.12		15,061.82 DR
14/01/2021	System Member Journals	215.05		15,276.87 DR
08/02/2021	System Member Journals	452.15		15,729.02 DR
08/02/2021	System Member Journals	548.44		16,277.46 DR
08/03/2021	System Member Journals	695.04		16,972.50 DR
08/03/2021	System Member Journals	452.15		17,424.65 DR
19/03/2021	System Member Journals		3,150.35	14,274.30 DR
12/04/2021	System Member Journals	516.74		14,791.04 DR
		392.36		15,183.40 DR

General Ledger

Date	Description	Units	Debit	Credit	Balance \$
07/05/2021	System Member Journals		452.15		15,635.55 DF
26/05/2021	System Member Journals		1,780.90		17,416.45 DF
08/06/2021	System Member Journals		486.06		17,902.51 DR
14/06/2021	System Member Journals		1,680.19		19,582.70 DR
21/06/2021	System Member Journals		424.74		20,007.44 DR
30/06/2021	System Member Journals		2,809.93		22,817.37 DR
30/06/2021	System Member Journals		432.05		23,249.42 DR
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021		271,981.34		295,230.76 DR
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021		21,475.81		316,706.57 DR
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021		33,869.63		350,576.20 DR
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021		14,100.97		364,677.17 DR
30/06/2021 30/06/2021	Create Entries - Income Tax Expense Allocation - 30/06/2021 Create Entries - Income Tax Expense			37,194.19 2,936.88	327,482.98 DR 324,546.10 DR
30/00/2021	Allocation - 30/06/2021			·	,
30/06/2021	Create Entries - Income Tax Expense Allocation - 30/06/2021			4,631.77	319,914.33 DR
30/06/2021	Create Entries - Income Tax Expense Allocation - 30/06/2021		371,167.47	1,928.35 53,181.49	317,985.98 DR 317,985.98 DR
			371,107.47	33,161.49	317,903.90 DK
pening Baland					
` .	ance) Harper, Brendan Edward - Accumulation (HAR	<u>(BRE00001A)</u>			
01/07/2020	Opening Balance				117,534.05 CR
01/07/2020	Close Period Journal			15,951.64	133,485.69 CR
	_			15,951.64	133,485.69 CR
	ance) Harper, David - Accumulation (HARDAV00001	<u>A)</u>			
01/07/2020	Opening Balance				44,154.04 CR
01/07/2020	Close Period Journal			8,378.95	52,532.99 CR
	_			8,378.95	52,532.99 CR
(Opening Bala	ance) Harper, Elizabeth Gaye - Accumulation (HARE	<u>:LI00001A)</u>			
01/07/2020	Opening Balance				834,645.04 CR
01/07/2020	Close Period Journal			174,698.41	1,009,343.45 CR
	<u> </u>			174,698.41	1,009,343.45 CR
(Opening Bala	ance) Harper, Seth David - Accumulation (HARSET0	0001A)			
01/07/2020	Opening Balance				66,278.59 CR
01/07/2020	Close Period Journal			13,283.19	79,561.78 CR
				13,283.19	79,561.78 CR
Division 293 Ta	ıx (51900)				
(Division 293	Tax) Harper, Elizabeth Gaye - Accumulation (HARE	LI00001A)			
	System Member Journals		3,339.95		3,339.95 DR
05/08/2020			3,150.35		6,490.30 DR
05/08/2020 19/03/2021	System Member Journals				
	System Member Journals —		6,490.30		6,490.30 DR
19/03/2021	<u> </u>		6,490.30		6,490.30 DR
19/03/2021	<u> </u>	E00001A)	6,490.30		6,490.30 DR
19/03/2021	52420)	E00001A).	6,490.30		6,490.30 DR 4,693.59 CR

General Ledger

Transaction Date	Description U	Jnits Debit	Credit	Balance \$
08/07/2020	System Member Journals		94.99	94.99 CF
07/08/2020	System Member Journals		531.94	626.93 CF
08/09/2020	System Member Journals		531.94	1,158.87 CF
08/10/2020	System Member Journals		987.89	2,146.76 CF
06/11/2020	System Member Journals		531.94	2,678.70 CF
08/12/2020	System Member Journals		531.94	3,210.64 CF
08/01/2021	System Member Journals		531.94	3,742.58 CF
08/02/2021	System Member Journals		531.94	4,274.52 CF
08/03/2021	System Member Journals		531.94	4,806.46 CF
12/04/2021	System Member Journals		607.93	5,414.39 CF
07/05/2021	System Member Journals		531.94	5,946.33 CF
08/06/2021	System Member Journals		571.84	6,518.17 CF
21/06/2021	System Member Journals		499.70	7,017.87 CF
	<u> </u>	4,693.59	7,017.87	7,017.87 CF
(Contributions	s) Harper, David - Accumulation (HARDAV00001A)			
01/07/2020	Opening Balance			188.96 CF
01/07/2020	Close Period Journal	188.96		0.00 DF
14/01/2021	System Member Journals		253.00	253.00 CF
30/06/2021	System Member Journals		508.30	761.30 CF
		188.96	761.30	761.30 CF
,	s) Harper, Elizabeth Gaye - Accumulation (HARELI00001A)			
01/07/2020	Opening Balance			21,002.54 CF
01/07/2020	Close Period Journal	21,002.54		0.00 DF
31/08/2020	System Member Journals		2,503.17	2,503.17 CF
29/09/2020	System Member Journals		1,668.78	4,171.95 CF
28/10/2020	System Member Journals		3,755.31	7,927.26 CF
27/11/2020	System Member Journals		4,271.52	12,198.78 CF
10/12/2020	System Member Journals		2,894.00	15,092.78 CF
13/01/2021	System Member Journals		2,529.55	17,622.33 CF
26/05/2021	System Member Journals		2,095.18	19,717.51 CF
14/06/2021	System Member Journals		1,976.69	21,694.20 CF
30/06/2021	System Member Journals		3,305.80	25,000.00 CF
		21,002.54	25,000.00	25,000.00 CF
•	s) Harper, Seth David - Accumulation (HARSET00001A)			
01/07/2020	Opening Balance			836.02 CF
01/07/2020	Close Period Journal	836.02		0.00 DF
23/12/2020	System Member Journals		284.24	284.24 CF
08/02/2021	System Member Journals		645.22	929.46 CF
08/03/2021	System Member Journals		817.70	1,747.16 CF
12/04/2021	System Member Journals		461.60	2,208.76 CF
		836.02	2,208.76	2,208.76 CF
Share of Profit/	, ,, ,	24.4.)		
(Share of Pro 01/07/2020	fit/(Loss)) Harper, Brendan Edward - Accumulation (HARBRE0000 Opening Balance	<u> </u>		26,596.76 CF
	Close Period Journal	26,596.76		20,590.76 CF 0.00 DF
01/07/2020 30/06/2021	Create Entries - Profit/Loss Allocation -	20,390.76	33,869.63	33,869.63 CF
00/00/2021	30/06/2021		00,000.00	55,003.05 Or

General Ledger

Transaction Date	Description	Units	Debit	Credit	Balance \$
			26,596.76	33,869.63	33,869.63 CR
(Share of Prof	 fit/(Loss)) Harper, David - Accumulation (HARDAV000	001A <u>)</u>			
01/07/2020	Opening Balance				9,952.65 CR
01/07/2020	Close Period Journal		9,952.65		0.00 DR
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021			14,100.97	14,100.97 CR
			9,952.65	14,100.97	14,100.97 CR
(Share of Prof	fit/(Loss)) Harper, Elizabeth Gaye - Accumulation (HA	ARELI00001A)			
01/07/2020	Opening Balance				189,945.76 CR
01/07/2020	Close Period Journal		189,945.76		0.00 DR
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021			271,981.34	271,981.34 CR
			189,945.76	271,981.34	271,981.34 CR
(Share of Prof	fit/(Loss)) Harper, Seth David - Accumulation (HARSE	<u>ET00001A)</u>			
01/07/2020	Opening Balance				15,073.91 CR
01/07/2020	Close Period Journal		15,073.91		0.00 DR
30/06/2021	Create Entries - Profit/Loss Allocation - 30/06/2021			21,475.81	21,475.81 CR
			15,073.91	21,475.81	21,475.81 CR
Income Tax (533	330)				
(Income Tax)	Harper, Brendan Edward - Accumulation (HARBRE0	0001A)			
01/07/2020	Opening Balance				4,634.68 DR
01/07/2020	Close Period Journal			4,634.68	0.00 DR
30/06/2021	Create Entries - Income Tax Expense		4,631.77		4,631.77 DR
	Allocation - 30/06/2021		4,631.77	4,634.68	4,631.77 DR
(Income Tax)	——————————————————————————————————————		,	,	,
01/07/2020	Opening Balance				1.734.32 DR
01/07/2020	Close Period Journal			1,734.32	0.00 DR
30/06/2021	Create Entries - Income Tax Expense		1,928.35	.,	1,928.35 DR
	Allocation - 30/06/2021		1,928.35	1,734.32	1,928.35 DR
(Income Tax)		01A)			
01/07/2020	Opening Balance				33,099.47 DR
01/07/2020	Close Period Journal			33,099.47	0.00 DR
30/06/2021	Create Entries - Income Tax Expense		37,194.19	,	37,194.19 DR
	Allocation - 30/06/2021		37,194.19	33,099.47	37,194.19 DR
(Income Tay)		<u> </u>	01,101110		01,100 2.1
01/07/2020	Opening Balance	1			2,626.74 DR
01/07/2020	Close Period Journal			2,626.74	0.00 DR
30/06/2021	Create Entries - Income Tax Expense		2,936.88	2,020.74	2,936.88 DR
00/00/2021	Allocation - 30/06/2021			0.000.74	
Contributions T			2,936.88	2,626.74	2,936.88 DR
		BBE00004 A)			
(Contributions 01/07/2020	: Tax) Harper, Brendan Edward - Accumulation (HAR	<u>DNEUUUU IA)</u>			704.03 DR
	Opening Balance			704.00	
01/07/2020 08/07/2020	Close Period Journal System Member Journals		14.25	704.03	0.00 DR 14.25 DR
08/07/2020	System Member Journals System Member Journals		79.79		94.04 DR
	Cystem Member Journals		13.13		34.04 DR

General Ledger

Transaction Date	Description	Units Debit	Credit	Balance S
08/09/2020	System Member Journals	79.79		173.83 DF
08/10/2020	System Member Journals	148.18		322.01 DF
06/11/2020	System Member Journals	79.79		401.80 DF
08/12/2020	System Member Journals	79.79		481.59 DI
08/01/2021	System Member Journals	79.79		561.38 DF
08/02/2021	System Member Journals	79.79		641.17 DI
08/03/2021	System Member Journals	79.79		720.96 DI
12/04/2021	System Member Journals	91.19		812.15 DF
07/05/2021	System Member Journals	79.79		891.94 DI
08/06/2021	System Member Journals	85.78		977.72 DI
21/06/2021	System Member Journals	74.96		1,052.68 DI
		1,052.68	704.03	1,052.68 DI
(Contributions	s Tax) Harper, David - Accumulation (HARD	<u>DAV00001A)</u>		
01/07/2020	Opening Balance			28.34 DF
01/07/2020	Close Period Journal		28.34	0.00 DI
14/01/2021	System Member Journals	37.95		37.95 DI
30/06/2021	System Member Journals	76.25		114.20 DI
		114.20	28.34	114.20 DI
(Contributions	s Tax) Harper, Elizabeth Gaye - Accumulati	on (HARELI00001A)		
01/07/2020	Opening Balance			3,150.42 DI
01/07/2020	Close Period Journal		3,150.42	0.00 DI
31/08/2020	System Member Journals	375.48		375.48 DI
29/09/2020	System Member Journals	250.32		625.80 DI
28/10/2020	System Member Journals	563.30		1,189.10 DI
27/11/2020	System Member Journals	640.73		1,829.83 D
10/12/2020	System Member Journals	434.10		2,263.93 DI
13/01/2021	System Member Journals	379.43		2,643.36 DI
26/05/2021	System Member Journals	314.28		2,957.64 DI
14/06/2021	System Member Journals	296.50		3,254.14 DF
30/06/2021	System Member Journals	495.87		3,750.01 DF
		3,750.01	3,150.42	3,750.01 DF
(Contributions	s Tax) Harper, Seth David - Accumulation (I	HARSET00001A)		
23/12/2020	System Member Journals	42.64		42.64 DF
08/02/2021	System Member Journals	96.78		139.42 DF
08/03/2021	System Member Journals	122.66		262.08 DI
12/04/2021	System Member Journals	69.24		331.32 DI
		331.32		331.32 DI
enefits Paid/T	ransfers Out (54500)			
(Benefits Paid	d/Transfers Out) Harper, Brendan Edward -	Accumulation (HARBRE00001A)		
01/07/2020	Opening Balance			10,000.00 DF
01/07/2020	Close Period Journal		10,000.00	0.00 DF
07/07/2020	System Member Journals	10,000.00		10,000.00 DF
		10,000.00	10,000.00	10,000.00 DI
ank Accounts	(60400)			
ANZ Account	(495579631) (ANZBusinessCash)			
01/07/2020	Opening Balance			23,489.05 DF

General Ledger

Balance	Credit	Debit	Units	Description	Transaction Date
60,979.05 DI		37,490.00		TRANSFER FROM GHD GROUP PL 1920-	03/07/2020
50,979.05 DI	10,000.00			4AUD381 ANZ INTERNET BANKING PAYMENT	07/07/2020
51,074.04 DI		94.99		343277 TO Brendan Edward Harper TRANSFER FROM AUTOMATIC DATA P	08/07/2020
51,076.15 DI		2.11		ADP202007081811810 CREDIT INTEREST PAID	31/07/2020
47,736.20 DI	3,339.95			Div 293 Tax - 2019 FY	05/08/2020
48,268.14 D		531.94		TRANSFER FROM AUTOMATIC DATA P ADP202008071828915	07/08/2020
48,270.20 DI		2.06		CREDIT INTEREST PAID	31/08/2020
50,773.37 DI		2,503.17		TRANSFER FROM QUICKSUPER QUICKSPR2767171805	31/08/2020
51,305.31 D		531.94		TRANSFER FROM AUTOMATIC DATA P	08/09/2020
52,974.09 D		1,668.78		ADP202009081846758 TRANSFER FROM QUICKSUPER	29/09/2020
50,114.09 DI	2,860.00			QUICKSPR2787898758 ANZ INTERNET BANKING FUNDS TFER TRANSFER 525992 TO 4564680110262812	30/09/2020
50,116.20 DI		2.11		CREDIT INTEREST PAID	30/09/2020
94,126.20 DI		44,010.00		TRANSFER FROM GHD GROUP PL 2021-	01/10/2020
99,126.20 D		5,000.00		1AUD390 ANZ M-BANKING FUNDS TFER TRANSFER 648140 FROM 542231241	02/10/2020
2,848.20 DI	96,278.00			EB 14616 TO 415763	02/10/2020
3,836.09 DI		987.89		TRANSFER FROM AUTOMATIC DATA P ADP202010081864435	08/10/2020
7,591.40 DI		3,755.31		TRANSFER FROM QUICKSUPER	28/10/2020
7,591.62 D		0.22		QUICKSPR2808938821 CREDIT INTEREST PAID	30/10/2020
30,028.48 DI		22,436.86		TRANSFER FROM ATO	04/11/2020
30,560.42 D		531.94		ATO006000013820880 TRANSFER FROM AUTOMATIC DATA P ADP202011061881804	06/11/2020
29,374.52 DI	1,185.90			ANZ INTERNET BANKING PAYMENT 526982 TO Electrogiant	17/11/2020
33,646.04 DI		4,271.52		TRANSFER FROM QUICKSUPER	27/11/2020
33,647.17 DI		1.13		QUICKSPR2832275286 CREDIT INTEREST PAID	30/11/2020
34,179.11 DI		531.94		TRANSFER FROM AUTOMATIC DATA P	08/12/2020
37,073.11 D		2,894.00		ADP202012081898757 TRANSFER FROM QUICKSUPER QUICKSPR2842266389	10/12/2020
37,357.35 DI		284.24		TRANSFER FROM QUICKSUPER QUICKSPR2852068754	23/12/2020
37,358.89 DI		1.54		CREDIT INTEREST PAID	31/12/2020
86,498.89 DI		49,140.00		TRANSFER FROM GHD GROUP PL 2021-	05/01/2021
87,030.83 DI		531.94		2AUD407 TRANSFER FROM AUTOMATIC DATA P ADP202101081916789	08/01/2021
89,560.38 D		2,529.55		TRANSFER FROM QUICKSUPER QUICKSPR2865435932	13/01/2021
89,563.55 D		3.17		CREDIT INTEREST PAID	29/01/2021
90,740.71 DI		1,177.16		TRANSFER FROM AUTOMATIC DATA P ADP202102081934032	08/02/2021
90,744.17 DI		3.46		CREDIT INTEREST PAID	26/02/2021
92,093.81 D		1,349.64		TRANSFER FROM AUTOMATIC DATA P ADP202103081950175	08/03/2021
88,943.46 DI	3,150.35			Div 293 Tax - 2020 FY	19/03/2021
102,443.46 D		13,500.00		ANZ INTERNET BANKING FUNDS TFER TRANSFER 805497 FROM 542231241	30/03/2021
415.46 DI	102,028.00			EB 14616 TO 527425	30/03/2021

General Ledger

Transaction Date	Description	Units	Debit	Credit	Balance \$
31/03/2021	CREDIT INTEREST PAID		3.97		419.43 DF
01/04/2021	ANZ INTERNET BANKING FUNDS TFER TRANSFER 844069 TO 014245542231241			13,500.00	13,080.57 CR
01/04/2021	TRANSFER FROM GHD GROUP PL 2021-3AUD394		47,385.00		34,304.43 DR
12/04/2021	TRANSFER FROM AUTOMATIC DATA P ADP202104121970083		1,069.53		35,373.96 DR
30/04/2021	CREDIT INTEREST PAID		1.39		35,375.35 DR
07/05/2021	TRANSFER FROM AUTOMATIC DATA P ADP202105071986302		531.94		35,907.29 DR
26/05/2021	TRANSFER FROM QUICKSUPER QUICKSPR2970845151		2,095.18		38,002.47 DR
31/05/2021	CREDIT INTEREST PAID		1.53		38,004.00 DR
08/06/2021	TRANSFER FROM AUTOMATIC DATA P ADP202106081004648		571.84		38,575.84 DR
14/06/2021	TRANSFER FROM QUICKSUPER QUICKSPR2984092890		1,976.69		40,552.53 DR
21/06/2021	TRANSFER FROM AUTOMATIC DATA P		499.70		41,052.23 DR
30/06/2021	ADP202106211011797 CREDIT INTEREST PAID		1.63		41,053.86 DR
	_		249,907.01	232,342.20	41,053.86 DR
Dummy Acc (I	 DummyHARPER)				
02/10/2020	ANZ M-BANKING FUNDS TFER TRANSFER 648140 FROM 542231241			5,000.00	5,000.00 CR
17/11/2020	ANZ INTERNET BANKING PAYMENT 526982 TO Electrogiant		1,185.90		3,814.10 CR
30/03/2021	ANZ INTERNET BANKING FUNDS TFER TRANSFER 805497 FROM 542231241			13,500.00	17,314.10 CR
01/04/2021	ANZ INTERNET BANKING FUNDS TFER TRANSFER 844069 TO 014245542231241		13,500.00		3,814.10 CR
30/06/2021	personal contributions		3,814.10		0.00 DR
			18,500.00	18,500.00	0.00 DR
nares in Unlist	ted Private Companies (Australian) (77800)				
GHD Group P	ty Ltd (GHDGPL)				
01/07/2020	Opening Balance	326,000.00			1,245,320.00 DR
02/10/2020	EB 14616 TO 415763	25,000.00	96,278.00		1,341,598.00 DR
30/03/2021	EB 14616 TO 527425	25,000.00	102,028.00		1,443,626.00 DR
30/06/2021	Revaluation - 30/06/2021 @ \$4.080000 (Exit) - 376,000.000000 Units on hand		90,454.00		1,534,080.00 DR
		376,000.00	288,760.00		1,534,080.00 DR
come Tax Pay	rable/Refundable (85000)				
Income Tax P	ayable/Refundable (85000)				
01/07/2020	Opening Balance				22,695.86 DR
04/11/2020	TRANSFER FROM ATO ATO006000013820880			22,695.86	0.00 DR
30/06/2021	Create Entries - Franking Credits Adjustment - 30/06/2021		76,296.43		76,296.43 DR
30/06/2021	Create Entries - Income Tax Expense - 30/06/2021			42,894.00	33,402.43 DR
			76,296.43	65,589.86	33,402.43 DR
eferred Tax Lia	ability/Asset (89000)				
Deferred Tax	Liability/Asset (89000)				
01/07/2020	Opening Balance				16,581.00 CR
30/06/2021	Create Entries - PDIT Entry - 30/06/2021			9,045.40	25,626.40 CR

General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
				9,045.40	25,626.40 CR

Total Debits: 1,413,152.50
Total Credits: 1,413,152.50

Create Entries Report

For the period 01 July 2020 to 30 June 2021

Create Entries	Financial Year Summary 01 July 2020 - 30 June 2021	
Total Profit		Amount
Inc	ome	303,491.25
Les	ss Expense	9,862.30
Tot	al Profit	293,628.95
Tax Summary		Amount
Fur	nd Tax Rate	15.00 %
Tot	al Profit	293,628.95
Les	ss Permanent Differences	30,151.33
Les	ss Timing Differences	60,302.67
Les	ss Exempt Pension Income	0.00
Les	ss Other Non Taxable Income	0.00
Les	ss LIC Deductions	0.00
Ado	SMSF Non Deductible Expenses	0.00
Ado	d Other Non Deductible Expenses	6,490.30
Ado	d Total Franking/Foreign/TFN/FRW Credits	76,296.43
Les	ss Realised Accounting Capital Gains	0.00
Les	ss Tax Losses Deducted	0.00
Add	SMSF Annual Return Rounding	(1.68)
Tax	cable Income	285,960.00
Inc	ome Tax on Taxable Income or Loss	42,894.00
Profit/(Loss)	Available for Allocation	Amount
Tot	al Available Profit	265,131.32
Fra	nking Credits	76,296.43
TFI	N Credits	0.00
For	eign Credits	0.00
FR	W Credits	0.00
Tot	al	341,427.75
Income Tax E	xpense Available for Allocation	Amount
Inc	ome Tax on Taxable Income or Loss	42,894.00
Det	erred Tax	9,045.40
Me	mber Specific Income Tax	(5,248.21)
Tot	al Income Tax Expense Allocation	46,691.19
Me	mber Specific Income Tax	(5,248.21)

Final Segment 1 from 01 July 2020 to 30 June 2021

Pool Name Unsegregated Pool

Total Profit		Amount
Income		303,491.25
Less Expense		9,862.30
Total Profit		293,628.95
Create Entries Summary		Amount
Fund Tax Rate		15.00 %
Total Profit		293,628.95
Less Permanent Differences		30,151.33
Less Timing Differences		60,302.67
Less Exempt Pension Income		0.00
Less Other Non Taxable Income		0.00
Add SMSF Non Deductible Expenses		0.00
Add Other Non Deductible Expenses		6,490.30
Add Total Franking/Foreign/TFN/FRW Credits		76,296.43
Less Realised Accounting Capital Gains		0.00
Less Tax Losses Deducted		0.00
Add Taxable Income Adjustment		(1.68)
Taxable Income		285,960.00
Income Tax on Taxable Income or Loss		42,894.00
Member Weighted Balance Summary	Weighting%	Amount
Elizabeth Gaye Harper(HARELI00001A)	79.66	1,015,192.16
Seth David Harper(HARSET00001A)	6.29	80,207.37
Brendan Edward Harper(HARBRE00001A)	9.92	126,420.53
David Harper(HARDAV00001A)	4.13	52,633.15
Profit/(Loss) Available for Allocation		
Total Available Profit		265,131.32
Franking Credits		76,296.43
TFN Credits		0.00
FRW Credits		0.00
Total		341,427.75
Allocation to Members	Weighting%	Amount
Elizabeth Gaye Harper(HARELI00001A)	79.66	271,981.34
Seth David Harper(HARSET00001A)	6.29	21,475.81
Brendan Edward Harper(HARBRE00001A)	9.92	33,869.63
David Harper(HARDAV00001A)	4.13	14,100.97
Accumulation Weighted Balance Summary	Weighting%	Amount
Elizabeth Gaye Harper(HARELI00001A)	79.66	1,015,192.16
Coth Dovid Homory (HADCETOOOAA)	6.29	80,207.37
Seth David Harper(HARSET00001A)		
Brendan Edward Harper(HARBRE00001A)	9.92	126,420.53

		ble for Allocation			Amoui
		xable Income or Loss			42,894.0
	erred Tax				9,045.4
	nber Specific I				(5,248.2
Tota	al Income Tax	Expense Allocation			46,691.1
Allocation	to Members		Weighting%		Amou
	-	arper(HARELI00001A)	79.66		37,194.1
	·	(HARSET00001A)	6.29		2,936.8
		Harper(HARBRE00001A)	9.92		4,631.7
Dav	id Harper(HAF	RDAV00001A)	4.13		1,928.3
Calculation of	daily member	weighted balances			
Elizabeth Gaye	Harper (HAR	ELI00001A)			
Member Balanc	<u>:e</u>	•			
01/07/2020	50010	Opening Balance		1,009,343.45	1,009,343.4
05/08/2020	51900	Division 293 Tax		(3,339.95)	(3,019.68
31/08/2020	52420	Contributions		2,503.17	2,084.8
31/08/2020	53800	Contributions Tax		(375.48)	(312.73
29/09/2020	52420	Contributions		1,668.78	1,257.3
29/09/2020	53800	Contributions Tax		(250.32)	(188.60
28/10/2020	52420	Contributions		3,755.31	2,530.9
28/10/2020	53800	Contributions Tax		(563.30)	(379.6
27/11/2020	52420	Contributions		4,271.52	2,527.8
27/11/2020	53800	Contributions Tax		(640.73)	(379.17
10/12/2020	52420	Contributions		2,894.00	1,609.5
10/12/2020	53800	Contributions Tax		(434.10)	(241.43
13/01/2021	52420	Contributions		2,529.55	1,171.2
13/01/2021	53800	Contributions Tax		(379.43)	(175.68
19/03/2021	51900	Division 293 Tax		(3,150.35)	(897.63
26/05/2021	52420	Contributions		2,095.18	206.6
26/05/2021	53800	Contributions Tax		(314.28)	(31.00
14/06/2021	52420	Contributions		1,976.69	92.0
14/06/2021	53800	Contributions Tax		(296.50)	(13.81
30/06/2021	52420	Contributions		3,305.80	9.0
30/06/2021	53800	Contributions Tax		(495.87)	(1.36
		Total Amount (Weighted))		1,015,192.1
Seth David Hai		⁻ 00001A)			
<u>Member Baland</u> 01/07/2020	<u>:e</u> 50010	Opening Balance		79,561.78	79,561.7
23/12/2020	52420	Contributions		79,561.78	79,561.7 147.9
23/12/2020	53800	Contributions Tax		(42.64)	(22.20
08/02/2021	53800	Contributions Tax Contributions		(42.64) 645.22	252.7
08/02/2021	53800	Contributions Tax		(96.78)	(37.92
08/02/2021	52420	Contributions Tax Contributions		(96.76)	257.6
JU/UJ/ZUZ I	J242U	Contributions Contributions Tax		(122.66)	(38.65

Calculation of C	adily illelilibe	weighted balances		
12/04/2021	52420	Contributions	461.60	101.17
12/04/2021	53800	Contributions Tax	(69.24)	(15.18)
		Total Amount (Weighted)		80,207.37
Brendan Edwar	d Harper (H	ARBRE00001A)		
Member Balance	<u>e</u>			
01/07/2020	50010	Opening Balance	133,485.69	133,485.69
07/07/2020	54500	Benefits Paid/Transfers Out	(10,000.00)	(9,835.62)
08/07/2020	52420	Contributions	94.99	93.17
08/07/2020	53800	Contributions Tax	(14.25)	(13.98)
07/08/2020	52420	Contributions	531.94	478.02
07/08/2020	53800	Contributions Tax	(79.79)	(71.70)
08/09/2020	52420	Contributions	531.94	431.38
08/09/2020	53800	Contributions Tax	(79.79)	(64.71)
08/10/2020	52420	Contributions	987.89	719.94
08/10/2020	53800	Contributions Tax	(148.18)	(107.99)
06/11/2020	52420	Contributions	531.94	345.40
06/11/2020	53800	Contributions Tax	(79.79)	(51.81)
08/12/2020	52420	Contributions	531.94	298.76
08/12/2020	53800	Contributions Tax	(79.79)	(44.81)
08/01/2021	52420	Contributions	531.94	253.58
08/01/2021	53800	Contributions Tax	(79.79)	(38.04)
08/02/2021	52420	Contributions	531.94	208.40
08/02/2021	53800	Contributions Tax	(79.79)	(31.26)
08/03/2021	52420	Contributions	531.94	167.60
08/03/2021	53800	Contributions Tax	(79.79)	(25.14)
12/04/2021	52420	Contributions	607.93	133.24
12/04/2021	53800	Contributions Tax	(91.19)	(19.99)
07/05/2021	52420	Contributions	531.94	80.16
07/05/2021	53800	Contributions Tax	(79.79)	(12.02)
08/06/2021	52420	Contributions	571.84	36.03
08/06/2021	53800	Contributions Tax	(85.78)	(5.41)
21/06/2021	52420	Contributions	499.70	13.69
21/06/2021	53800	Contributions Tax	(74.96)	(2.05)
		Total Amount (Weighted)		126,420.53
David Harper (H	HARDAV0000	01A)		
Member Balance	<u>e</u>			
01/07/2020	50010	Opening Balance	52,532.99	52,532.99
14/01/2021	52420	Contributions	253.00	116.45
14/01/2021	53800	Contributions Tax	(37.95)	(17.47)
30/06/2021	52420	Contributions	508.30	1.39
30/06/2021	53800	Contributions Tax	(76.25)	(0.21)

Calculation of daily member weighted balances

Calculation of Net Capital Gains

Calculation of Net Capital Gains	
Capital gains from Unsegregated Pool	0.00
Capital gains from Unsegregated Pool - Collectables	0.00
Capital Gain Adjustment from prior segments	0.00
Realised Notional gains	0.00
Carried forward losses from prior years	0.00
Current year capital losses from Unsegregated Pool	0.00
Current year capital losses from Unsegregated Pool - Collectables	0.00
Total CGT Discount Applied	0.00
Capital Gain /(Losses carried forward)	0.00
CGT allocated in prior segments	0.00
Allocations of Net Capital Gains to Pools	
Capital Gain Proportion - Unsegregated Pool (0/0)=100.00%	0.00
Foreign Tax Offset Calculations	
Segment 01 July 2020 to 30 June 2021	
Claimable FTO - Unsegregated Pool	0.00
Claimable FTO	0.00
Total Claimable Foreign Credits for the Year	0.00
Foreign Tax Offset (Label C1)	0.00
Applied/Claimed FTO	0.00
Allocations of Foreign Tax Offset to Members	
Elizabeth Gaye Harper(HARELI00001A) - 100.00 %	0.00
Seth David Harper(HARSET00001A) - 0.00 %	0.00
Brendan Edward Harper(HARBRE00001A) - 0.00 %	0.00
David Harper(HARDAV00001A) - 0.00 %	0.00
Total Foreign Tax Offset Allocated to Members	0.00



Agent HERRON ACCOUNTANTS

Client THE TRUSTEE FOR THE HARPER

FAMILY SUPERANNUATION FUND

ABN 60 430 948 801 **TFN** 44 598 447

Income tax 551

Date generated	23/08/2021
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

2 results found - from 01 July 2020 to 23 August 2021 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
30 Oct 2020	4 Nov 2020	EFT refund for Income Tax for the period from 01 Jul 19 to 30 Jun 20	\$22,436.86		\$0.00
29 Oct 2020	29 Oct 2020	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20		\$22,436.86	\$22,436.86 CR



Agent HERRON ACCOUNTANTS

Client THE TRUSTEE FOR THE HARPER

FAMILY SUPERANNUATION FUND

ABN 60 430 948 801 **TFN** 44 598 447

Activity statement 001

 Date generated
 23/08/2021

 Overdue
 \$0.00

 Not yet due
 \$0.00

 Balance
 \$0.00

Transactions

0 results found - from 01 July 2020 to 23 August 2021 sorted by processed date ordered newest to oldest



To Contact the Share Registry Team Email: shareregistry@ghd.com

 Emails shareregistry@gha.com

 To Contact Sharevorks

 Country
 Toll-Free Number
 Support Hours

 Australia
 1800 768 0002
 9:03am to 4:35pm (AEST)

 North America
 18 77 380 7798
 000m to 8:00pm (ETI

 United Kingdom
 0800 088 5912
 9:00am to 6:00pm (GMT)

 Other Locations
 1 403 515 3903
 1:00pm to 1:00 am (GMT)

 GHD Group Limited Share Price

 Effective Period
 Value per sha

 28-Sep-19 to 29-Mar-20
 A\$3.68

 30-Mar-20 to 27-Sep-20
 A\$3.82

 28-Sep-20 to 30-Mar-21
 A\$3.85

 31-Mar-21 to 27-Sep-21
 A\$4.08

Elizabeth Harper atf Elizabeth Harper atf D Harper Investments Pty Ltd 13 Sanibel Court Parrearra QLD 4575 Australia

Statement of Account

Statement Period: 01-Jul-2020 to 30-Jun-2021

Account Number: CS-333625-87

Company: GHD

Account Summary

	Total Quantity	Available Quantity
Shares	376,000	

Summary of Securities

Securities									
Security Number	Class Designation	Issue Reason	Security Date	Quantity	Common Equivalents ¹	Cost Basis			
G9508	Ordinary	Transfer	01-Apr-2011	20,000	20,000	\$55,000.00			
G11401	Ordinary	Transfer	01-Apr-2012	5,000	5,000	\$15,300.00			
G13591	Ordinary	Transfer	01-Apr-2013	10,000	10,000	\$32,100.00			
G21306	Ordinary	Transfer	01-Oct-2015	150,000	150,000	\$478,500.00			
G22441	Ordinary	Transfer	01-Apr-2016	25,000	25,000	\$79,750.00			
G26595	Ordinary	Transfer	01-Apr-2018	20,000	20,000	\$66,000.00			
G27755	Ordinary	Transfer	19-Oct-2018	36,000	36,000	\$128,520.00			
G29463	Ordinary	Transfer	01-Apr-2019	20,000	20,000	\$71,400.00			
G32620	Ordinary	Transfer	01-Apr-2020	40,000	40,000	\$152,800.00			
G33648	Ordinary	Transfer	01-Oct-2020	25,000	25,000	\$96,250.00			
G34883	Ordinary	Transfer	01-Apr-2021	25,000	25,000	\$102,000.00			
				376,000	7 376,000	\$1,277,620.00			

⁽¹⁾ If a designation is non-converting, the Common Equivalents are calculated using a 1:1 ratio. All currencies are in Australian Dollars unless specified.



GHD Group Limited Share Price History

Date	Value per Share
28/04/2006	A\$1.32
1/10/2006	A\$1.59
1/04/2007	A\$1.80
1/10/2007	A\$2.00
1/04/2008	A\$2.31
1/10/2008	A\$2.66
1/04/2009	A\$2.70
1/10/2009	A\$2.75
1/04/2010	A\$2.75
1/10/2010	A\$2.75
1/04/2011	A\$2.75
1/10/2011	A\$2.90
1/04/2012	A\$3.06
1/10/2012	A\$3.21
1/04/2013	A\$3.21
1/10/2013	A\$3.21
1/04/2014	A\$3.12
26/09/2014	A\$3.12
28/03/2015	A\$3.12
28/09/2015	A\$3.19
30/03/2016	A\$3.19
28/09/2016	A\$3.15
31/03/2017	A\$3.19
28/09/2017	A\$3.24
31/03/2018	A\$3.30
28/09/2018	A\$3.57
31/03/2019	A\$3.57
28/09/2019	A\$3.68
30/03/2020	A\$3.82
28/09/2020	A\$3.85
31/03/2021	A\$4.08

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
Harper, Brendan Edward	Provided	31	133,485.69	7,017.87	0.00	0.00	0.00	7,017.87
Harper, David	Provided	66	52,532.99	761.30	0.00	0.00	0.00	761.30
Harper, Elizabeth Gaye	Provided	57	1,009,343.45	25,000.00	0.00	0.00	0.00	25,000.00
Harper, Seth David	Provided	45	79,561.78	2,208.76	0.00	0.00	0.00	2,208.76
All Members			_	34,987.93	0.00	0.00	0.00	34,987.93

^{*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	Сар	Current Position	
Harper, Brendan Edward	Concessional	7,017.87	63,790.30	56,772.43	Below Cap
	(5 year carry forward cap available)				
	Non-Concessional	0.00	100,000.00	100,000.00	Below Cap
Harper, David	Concessional	761.30	74,758.04	73,996.74	Below Cap
	(5 year carry forward cap available)				
	Non-Concessional	0.00	100,000.00	100,000.00	Below Cap
Harper, Elizabeth Gaye	Concessional	25,000.00	25,000.00		At Limit
	Non-Concessional	0.00	100,000.00	100,000.00	Below Cap
Harper, Seth David	Concessional	2,208.76	75,000.00	72,791.24	Below Cap
	(5 year carry forward cap available)				
	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	
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Harper, Brendan Edward							
Concessional Contribution Cap	N/A	N/A	25,000.00	25,000.00	25,000.00	25,000.00	
Concessional Contribution	N/A	N/A	4,289.82	6,516.11	4,693.59	7,017.87	
Unused Concessional Contribution	N/A	N/A	0.00	18,483.89	20,306.41	17,982.13	
Cumulative Carry Forward Unused	N/A	N/A	N/A	0.00	18,483.89	38,790.30	
Maximum Cap Available	N/A	N/A	25,000.00	25,000.00	43,483.89	63,790.30	56,772.43 Below Cap
Total Super Balance	N/A	N/A	0.00	91,473.44	117,534.05	133,485.69	
Harper, David							
Concessional Contribution Cap	35,000.00	35,000.00	25,000.00	25,000.00	25,000.00	25,000.00	
Concessional Contribution	0.00	0.00	0.00	53.00	188.96	761.30	
Unused Concessional Contribution	0.00	0.00	0.00	24,947.00	24,811.04	24,238.70	
Cumulative Carry Forward Unused	N/A	N/A	N/A	0.00	24,947.00	49,758.04	
Maximum Cap Available	35,000.00	35,000.00	25,000.00	25,000.00	49,947.00	74,758.04	73,996.74 Below Cap
Total Super Balance	0.00	0.00	92,367.98	36,209.06	44,154.04	52,532.99	
Harper, Elizabeth Gaye							
Concessional Contribution Cap	35,000.00	35,000.00	25,000.00	25,000.00	25,000.00	25,000.00	
Concessional Contribution	19,307.86	19,615.70	25,000.00	22,266.58	21,002.54	25,000.00	
Unused Concessional Contribution	0.00	0.00	0.00	2,733.42	3,997.46	0.00	
Cumulative Carry Forward Unused	N/A	N/A	N/A	0.00	0.00	0.00	
Maximum Cap Available	35,000.00	35,000.00	25,000.00	25,000.00	25,000.00	25,000.00	At Limit
Total Super Balance	0.00	0.00	552,609.21	668,216.04	834,645.04	1,009,343.45	
Harper, Seth David							
Concessional Contribution Cap	30,000.00	30,000.00	25,000.00	25,000.00	25,000.00	25,000.00	
Concessional Contribution	0.00	1,050.85	0.00	0.00	0.00	2,208.76	
Unused Concessional Contribution	0.00	0.00	0.00	25,000.00	25,000.00	22,791.24	
Cumulative Carry Forward Unused	N/A	N/A	N/A	0.00	25,000.00	50,000.00	
Maximum Cap Available	30,000.00	30,000.00	25,000.00	25,000.00	50,000.00	75,000.00	72,791.24 Below Cap
Total Super Balance	0.00	0.00	46,510.09	54,408.10	66,278.59	79,561.78	

NCC Bring Forward Caps

Member	Bring Forward Cap	2018	2019	2020	2021	Total	Current Position
Harper, Brendan Edward	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered
Harper, David	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered
Harper, Elizabeth Gaye	N/A	2,974.59	0.00	0.00	0.00	N/A	Bring Forward Not Triggered

Harper, Brendan Edward

Date	Transaction Description	Ledger Data					SuperStream Data				
		Contribution Type	Concessional	Non- Concession	Other	Reserves	Contribution	Employer	Concessional	Non- Concess	Other
08/07/2020	TRANSFER FROM AUTOMATIC DATA P	Employer	94.99								
	ADP2020070818118										
09/07/2020							Employer	REDPATH AUSTRALIA P/L	94.99		
07/08/2020	TRANSFER FROM AUTOMATIC DATA P	Employer	531.94								
	ADP2020080718289 15										
08/08/2020							Employer	REDPATH AUSTRALIA P/L	531.94		
08/09/2020	TRANSFER FROM AUTOMATIC DATA P	Employer	531.94								
	ADP2020090818467 58										
09/09/2020							Employer	REDPATH AUSTRALIA P/L	531.94		
08/10/2020	TRANSFER FROM AUTOMATIC DATA P	Employer	987.89								
	ADP2020100818644 35										
09/10/2020							Employer	REDPATH AUSTRALIA P/L	987.89		
06/11/2020	TRANSFER FROM AUTOMATIC DATA P	Employer	531.94								
	ADP2020110618818 04										
07/11/2020							Employer	REDPATH AUSTRALIA P/L	531.94		
08/12/2020	TRANSFER FROM AUTOMATIC DATA P	Employer	531.94								
	ADP2020120818987 57										
09/12/2020							Employer	REDPATH AUSTRALIA P/L	531.94		

08/01/2021	TRANSFER FROM AUTOMATIC DATA P	Employer	531.94			
	ADP2021010819167 89					
09/01/2021				Employer	REDPATH AUSTRALIA P/L	531.94
08/02/2021	TRANSFER FROM AUTOMATIC DATA P	Employer	531.94		AGGINALIA I /L	
	ADP2021020819340 32					
09/02/2021				Employer	REDPATH AUSTRALIA P/L	531.94
08/03/2021	TRANSFER FROM AUTOMATIC DATA P	Employer	531.94			
	ADP2021030819501 75					
09/03/2021				Employer	REDPATH AUSTRALIA P/L	531.94
12/04/2021	TRANSFER FROM AUTOMATIC DATA P	Employer	607.93		NOOTH NEIWIFE	
	ADP2021041219700 83					
13/04/2021	03			Employer	REDPATH AUSTRALIA P/L	607.93
07/05/2021	TRANSFER FROM AUTOMATIC DATA P	Employer	531.94		AUSTRALIA F/L	
	ADP2021050719863 02					
08/05/2021	02			Employer	REDPATH AUSTRALIA P/L	531.94
08/06/2021	TRANSFER FROM AUTOMATIC DATA P	Employer	571.84		AUSTRALIA P/L	
	ADP2021060810046 48					
09/06/2021	10			Employer	REDPATH AUSTRALIA P/L	571.84
21/06/2021	TRANSFER FROM AUTOMATIC DATA P	Employer	499.70		AUSTRALIA P/L	
	ADP2021062110117 97					
22/06/2021	51			Employer	REDPATH AUSTRALIA P/L	499.70

7,017.87 0.00 0.00 0.00	7,017.87

Harper, David

			Ledger Data					SuperStream Data				
Date	Transaction Description	Contribution Type	Concessional	Non- Concession	Other	Reserves	Contribution	Employer	Concessional	Non- Concess	Other	
14/01/2021	ASIC fee + acc fee	Personal - Concessional	253.00									
30/06/2021	personal contributions	Personal - Concessional	508.30									
Total - Harpe	er, David		761.30	0.00	0.00	0.00			0.00	0.00	0.00	

Harper, Elizabeth Gaye

			Ledger I	Data		SuperStream Data					
Date	Transaction Description	Contribution Type	Concessional	Non- Concession	Other	Reserves	Contribution	Employer	Concessional Non- Othe Concess		
31/08/2020	TRANSFER FROM QUICKSUPER QUICKSPR2767171 805	Employer	2,503.17				Employer	GHD PTY LTD	2,503.17		
29/09/2020	TRANSFER FROM QUICKSUPER QUICKSPR2787898 758	Employer	1,668.78				Employer	GHD PTY LTD	1,668.78		
28/10/2020	TRANSFER FROM QUICKSUPER QUICKSPR2808938 821	Employer	3,755.31				Employer	GHD PTY LTD	3,755.31		
27/11/2020	TRANSFER FROM QUICKSUPER QUICKSPR2832275 286	Employer	4,271.52				Employer	GHD PTY LTD	4,271.52		
10/12/2020	TRANSFER FROM QUICKSUPER QUICKSPR2842266 389	Employer	2,894.00				Employer	GHD PTY LTD	2,894.00		
13/01/2021	TRANSFER FROM QUICKSUPER	Employer	2,529.55				Employer	GHD PTY LTD	2,529.55		

Total - Harper, Eliz	zabeth Gaye		25,000.00	0.00	0.00	0.00		_	21,694.20	0.00	0.00
	sonal atributions	Personal - Concessional	3,305.80								
14/06/2021 TRA QUI	ANSFER FROM ICKSUPER ICKSPR2984092	Employer	1,976.69				Employer	GHD PTY LTD	1,976.69		
QUI	ICKSUPER ICKSPR2970845	Employer	2,095.18				Employer	GHD PTY LTD	2,095.18		

Harper, Seth David

5932

			Ledger I	Data			SuperStream Data					
Date	Transaction Description	Contribution Type	Concessional	Non- Concession	Other	Reserves	Contribution	Employer	Concessional	Non- Concess	Other	
23/12/2020	TRANSFER FROM QUICKSUPER QUICKSPR2852068 754	Employer	284.24				Employer	SHUTDOWN STAFFING PTY LTD	284.24			
08/02/2021	TRANSFER FROM AUTOMATIC DATA P	Employer	645.22									
	ADP2021020819340 32											
09/02/2021							Employer	SPECIALIST PEOPLE PTY LTD	645.22			
08/03/2021	TRANSFER FROM AUTOMATIC DATA P	Employer	817.70									
	ADP2021030819501 75											
09/03/2021							Employer	SPECIALIST PEOPLE PTY LTD	817.70			
12/04/2021	TRANSFER FROM AUTOMATIC DATA P	Employer	461.60									
	ADP2021041219700 83											
13/04/2021							Employer	REC MAINTENANCE & CONSTRUCTION PTY LTD	461.60			

34,987.93 0.00 0.00 0.00	Harper, Seth David	2,208.76	0.00	0.00	0.00		2,208.76	0.0

The Harper Family Superannuation Fund

SuperStream Contribution Data Report

For The Period 01 July 2020 - 30 June 2021

Transaction Date	Reference	Employer Org	Pay Period	Employer	Personal - NCC	Spouse & Child	Other Family & Friends	Any Other	Total
Harper, Brer	ndan Edward								
09/07/2020	ADP202007081811810	REDPATH AUSTRALIA P/L	08/06/2020 - 21/06/2020	94.99	0.00	0.00	0.00	0.00	94.99
08/08/2020	ADP202008071828915	REDPATH AUSTRALIA P/L	22/06/2020 - 19/07/2020	531.94	0.00	0.00	0.00	0.00	531.94
09/09/2020	ADP202009081846758	REDPATH AUSTRALIA P/L	20/07/2020 - 16/08/2020	531.94	0.00	0.00	0.00	0.00	531.94
09/10/2020	ADP202010081864435	REDPATH AUSTRALIA P/L	17/08/2020 - 27/09/2020	987.89	0.00	0.00	0.00	0.00	987.89
07/11/2020	ADP202011061881804	REDPATH AUSTRALIA P/L	28/09/2020 - 25/10/2020	531.94	0.00	0.00	0.00	0.00	531.94
09/12/2020	ADP202012081898757	REDPATH AUSTRALIA P/L	26/10/2020 - 22/11/2020	531.94	0.00	0.00	0.00	0.00	531.94
09/01/2021	ADP202101081916789	REDPATH AUSTRALIA P/L	23/11/2020 - 20/12/2020	531.94	0.00	0.00	0.00	0.00	531.94
09/02/2021	ADP202102081934032	REDPATH AUSTRALIA P/L	21/12/2020 - 17/01/2021	531.94	0.00	0.00	0.00	0.00	531.94
09/03/2021	ADP202103081950175	REDPATH AUSTRALIA P/L	18/01/2021 - 14/02/2021	531.94	0.00	0.00	0.00	0.00	531.94
13/04/2021	ADP202104121970083	REDPATH AUSTRALIA P/L	15/02/2021 - 28/03/2021	607.93	0.00	0.00	0.00	0.00	607.93
08/05/2021	ADP202105071986302	REDPATH AUSTRALIA P/L	29/03/2021 - 25/04/2021	531.94	0.00	0.00	0.00	0.00	531.94
09/06/2021	ADP202106081004648	REDPATH AUSTRALIA P/L	26/04/2021 - 23/05/2021	571.84	0.00	0.00	0.00	0.00	571.84
22/06/2021	ADP202106211011797	REDPATH AUSTRALIA P/L	24/05/2021 - 06/06/2021	499.70	0.00	0.00	0.00	0.00	499.70
				7,017.87	0.00	0.00	0.00	0.00	7,017.87
Harper, Eliza	abeth Gaye								
31/08/2020	QUICKSPR2767171805	GHD PTY LTD	20/06/2020 - 31/07/2020	2,503.17	0.00	0.00	0.00	0.00	2,503.17
29/09/2020	QUICKSPR2787898758	GHD PTY LTD	01/08/2020 - 28/08/2020	1,668.78	0.00	0.00	0.00	0.00	1,668.78
28/10/2020	QUICKSPR2808938821	GHD PTY LTD	29/08/2020 - 25/09/2020	3,755.31	0.00	0.00	0.00	0.00	3,755.31
27/11/2020	QUICKSPR2832275286	GHD PTY LTD	26/09/2020 - 23/10/2020	4,271.52	0.00	0.00	0.00	0.00	4,271.52

The Harper Family Superannuation Fund

SuperStream Contribution Data Report

For The Period 01 July 2020 - 30 June 2021

Transaction Date	Reference	Employer Org	Pay Period	Employer	Personal - NCC	Spouse & Child	Other Family & Friends	Any Other	Total
10/12/2020	QUICKSPR2842266389	GHD PTY LTD	08/11/2020 - 21/11/2020	2,894.00	0.00	0.00	0.00	0.00	2,894.00
13/01/2021	QUICKSPR2865435932	GHD PTY LTD	20/12/2020 - 02/01/2021	2,529.55	0.00	0.00	0.00	0.00	2,529.55
26/05/2021	QUICKSPR2970845151	GHD PTY LTD	11/04/2021 - 24/04/2021	2,095.18	0.00	0.00	0.00	0.00	2,095.18
14/06/2021	QUICKSPR2984092890	GHD PTY LTD	09/05/2021 - 22/05/2021	1,976.69	0.00	0.00	0.00	0.00	1,976.69
				21,694.20	0.00	0.00	0.00	0.00	21,694.20
Harper, Seth	n David								
23/12/2020	QUICKSPR2852068754	SHUTDOWN STAFFING PTY LTD	6 01/11/2020 - 30/11/2020	284.24	0.00	0.00	0.00	0.00	284.24
09/02/2021	ADP202102081934032	SPECIALIST PEOPLE PTY LTD	04/01/2021 - 24/01/2021	645.22	0.00	0.00	0.00	0.00	645.22
09/03/2021	ADP202103081950175	SPECIALIST PEOPLE PTY LTD	25/01/2021 - 21/02/2021	817.70	0.00	0.00	0.00	0.00	817.70
13/04/2021	ADP202104121970083	REC MAINTENANCE & CONSTRUCTION PTY LTD	22/02/2021 - 21/03/2021	461.60	0.00	0.00	0.00	0.00	461.60
				2,208.76	0.00	0.00	0.00	0.00	2,208.76
				30,920.83	0.00	0.00	0.00	0.00	30,920.83

*Data last updated: 07/08/2021

The Harper Family Superannuation Fund

Amendment Deed

Prepared by:

hunt8hunt

Gateway 1 Macquarie Place Sydney NSW 2000

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Amendment Deed

THIS DEED is made on the date specified in the Schedule by the person or persons named in the Schedule to this Deed.

PARTIES

The persons or entity named and described as the Trustee in the Schedule ("the Trustee")

BACKGROUND

- **A.** The fund referred to in the Schedule ("Fund") came into existence by the execution of the Trust Deed on the Creation Date specified in the Schedule of this deed;
- B. The Trust Deed was amended by the Amending Deeds specified in the Schedule; and
- **C.** The Trustee and the Member desires to amend the Trust Deed pursuant to the powers contained in the Trust Deed.

Deed Page 1 of 7

AGREED TERMS AS FOLLOWS:

1. INTERPRETATION

- (a) The singular includes the plural and vice versa.
- (b) A reference to one gender includes a reference to all other genders.
- (c) Headings of clauses are included for the sake of convenience only and shall not affect the interpretation of the clauses to which they relate.
- (d) References to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- (e) The words "including", "includes", "such as" and "for example" should be read as if followed by the words "without limitation".
- (f) The word person means and includes a natural person, a company, a firm or any other legal entity whether acting as a trustee or not.
- (g) This Deed shall bind each party's legal personal representatives, successors and assigns.
- (h) When a party comprises two or more person the rights and obligations of such persons pursuant to this Deed shall enure for the benefit of and bind all of them jointly and each of them severally.

2. AMENDMENT OF THE TRUST DEED

The Trustee pursuant to the power and authority conferred by the Amending Authority, and with the consent of the Members, hereby amends the Trust Deed by adopting the Amending Provisions in lieu of its current Rules.

3. ULTRA VIRES PROVISIONS

No provisions of this Deed will, to the extent that they conflict with, are repugnant to or are not permitted by the provisions of the Act, be able or be allowed to take effect.

4. ALTERATION OF RIGHTS OR BENEFITS

Nothing in this Amendment Deed shall be construed in such a way as to:

- (a) alter or vary the objects of the Fund;
- (b) reduce, alter or vary the entitlements of any Member to payments from the Fund; or
- (c) conflict with or offend the provisions of the Act.

5. AMENDMENTS AND REPLACEMENT NEGATED

- **5.1.** In the event that any provision of this Deed or any Amending Provisions are rendered invalid or incapable of taking effect as a consequence of the Act, the relevant provision is deleted to the extent that:
 - (a) it does not create a re-settlement of the Fund; and
 - (b) it is necessary to delete those restrictions.
- **5.2.** Amendments contained herein are deemed to have taken effect after the deletion referred to in 5.1.

Deed Page 3 of 7

Schedule

Date of this Deed:

8,8,10

Creation Date:

16 February 1998

Fund Name:

The Harper Family Superannuation Fund

Trustee:

D. Harper Investments Pty Ltd

ACN 081 139 997

Level 1, Unit 3, Norwinn Centre, 15 Discovery Drive, North Lakes

QLD 4509

Members:

David Harper

53 Browne Street, New Farm QLD 4005

Elizabeth Gaye Harper

53 Browne Street, New Farm QLD 4005

Seth David Harper

3 Monarch Avenue, Upper Coomera QLD 4209

Amending Deeds:

Not Applicable

Amending

Authority:

10

Amending

By replacing Rules 1 to 15 with the replacement rules in this Deed

Provision: specified as "Annexure A".

EXECUTED AS A DEED

EXECUTED by **D. Harper Investments Pty Ltd ACN 081 139 997** as the Trustee in accordance with section 127 of the *Corporations Act 2001* by the Directors or the Director and/or Secretary:

ECRABEM HARRER Please Print Name of Director/ Sole Director* Signature Please Print Name of Director/ Secretary* Signature * Delete as appropriate SIGNED SEALED and DELIVERED by David Harper as a Member: David Harper in the presence of: AMY LEE Please Print Name of Witness Signature of Witness SIGNED SEALED and DELIVERED by Elizabeth Gaye Harper as a Member: Elizabeth Gaye Harper in the presence of: AMY LEE Please Print Name of Witness Signature of Witness SIGNED SEALED and DELIVERED by Seth David Harper as a Member: Seth David Harper in the presence of: AMY LEE

Page 7 of 7

Signature of Witness

Please Print Name of Witness

Principal Employer's Consent

As evidenced by its execution on this Deed the Principal Employer hereby approved of this amendment to the Trust Deed and retires as the Principal Employer of the Fund.

Sperantia Pty Ltd (Formerly The Bag Man Unlimited Pty Ltd) ACN 080 338 638

EXECUTED by a duly authorised representative of the Principal Employer.			
		 /	
Signature	Date		

"ANNEXURE A"

RULES OF THE FUND

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1. DEFINITIONS

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

Act The SIS Act 1993, the Tax Act, the Corporations Act 2001 (Cth), the

Family Law Act 1975 (Part VIIIB), the Social Security Act 1991, the Veterans' Entitlements Act 1986, any successor acts and all

regulations made pursuant to the foregoing acts.

Ancillary Purposes Those purposes as defined in section 62 of the SIS Act including the

purpose of providing such benefits as the Regulator approves in

writing.

Application Form An application form provided by the Trustees for prospective

members to complete and submit to the Trustees.

Associate Has the meaning given by the *Act*.

Auditor An auditor who is an Approved Auditor as defined in section 10(1) of

the SIS Act or any successor Act or otherwise determined by the

Regulator.

Asset Means any asset that the Trustees hold for the purposes of the Fund.

Benefit An entitlement payable or distributable by the Fund which may

include a Pension or lump sum payment.

Benefit Arrangement Means any fund or arrangement established to receive superannuation contributions or amounts arising from such contributions. For example, it includes a superannuation fund, approved deposit fund, retirement savings account and the Superannuation Holding Accounts Special Account established under

the Small Superannuation Accounts Act 1995 (Cth).

Beneficiary Includes Members and any person entitled at the relevant time to

receive a payment from the Fund in respect of a Member and any

other person who is a Beneficiary for the purposes of the *Act*.

Binding Death Benefit Nomination A direction given to the Trustees by a Member in accordance with and subject to Rule 19 in such form and manner as the Trustees may from time to time specify which is a binding direction for the purposes

of the Act as to payment of the Member's Death Benefit in the event

of the Member's death.

Child Includes an adopted child, a step child, an ex-nuptial child, a child of

the Spouse of the Member and a child of the Member within the

meaning of the Family Law Act 1975 (Cth).

Complying Superannuation Fund A Self Managed Superannuation Fund which is compliant with

Section 42A of the SIS Act.

Constitutional Corporation

A body corporate which is a trading or non-trading entity or financial corporation which is formed within the meaning of paragraph 51(xx)

of the Constitution of the Commonwealth of Australia and to include a company incorporated under the provisions of the Corporations Act

2001.

Deed Page 1 of 30

Contributions Amounts paid or property transferred to the Trustees for the benefit of

a Member or Members.

Core Purposes Those purposes as defined in section 62 of the *SIS Act*.

Death Benefit Means a benefit payable on a Member's death.

Deed The deed establishing the Fund as amended from time to time.

Dependant Includes a person who is the Spouse or Child of the Member or any

other person with whom the Member has an Interdependency

Relationship.

Earnings Includes any income received and accrued, realised and unrealised

gains and any other amount the Trustees believe should form part of

the earnings.

Eligible Rollover

Fund

A fund defined by regulation 10.01 of the SIS Regulations as an

eligible rollover fund.

Employer A person who engages an "employee" or "employees" for the

purposes of section 17A of the SIS Act.

Excess
Contributions Tax

Any tax imposed by reason of the Superannuation (*Excess*

Concessional Contributions Tax) Act 2007 or the Superannuation (Excess Non- Concessional Contributions Tax) Act 2006 or successor

legislation.

Financial Year A year ended 30 June or that period of twelve months adopted by the

Trustees as the Fund's financial year.

Fund Means the fund referred to in the Schedule and established by this

Deed.

Gainful Employment That activity in which a person is engaged for gain or reward in any business, trade, profession, vocation, calling or occupation or if the

Act prescribes a different meaning.

Interdependency Relationship

Has the meaning given in the Act.

Legal Personal Representative (LPR) The executor of the will or administrator of the estate of a deceased Member, the Trustee of the estate of a Member under a legal disability or a person who holds an enduring power of attorney granted by a

Member.

Manager The person or entity appointed by the Trustees to manage the Fund.

Market Value

The amount a willing buyer of an asset could reasonably be expected

to pay to appuis the goest from a willing coller if the following

to pay to acquire the asset from a willing seller if the following assumptions were made:

(a) that the buyer and the seller dealt with each other at arm's length in relation to the sale;

(b) the sale occurred after proper marketing of the asset; and

the buyer and seller acted knowledgeably and prudently in relation to the sale.

Deed Page 2 of 30

Member Any person accepted by the Trustees as a member of the Fund and

who has not ceased to be a Member and includes a person in receipt

of a pension from the Fund.

Member's Account An account established and maintained by the Trustees on behalf of a

Member in accordance with Rule 17.

Member's Accumulation Account

A Member's Account established by the Trustees, to accumulate the

investments and earnings of the Member.

Member's Pension

Account

A Member's Account established by the Trustees from which the

payment of a Pension will be debited.

Non-Binding Death **Benefit Nomination** A nomination given to the Trustees by a Member in such form and manner as the Trustees may from time to time specify the direction of

which the Trustees can but are not bound to follow in the event of the

Member's death.

Old age pensions Has the meaning given by the Act.

Payment Split Has the meaning given to that term in Part VIIIB of the Family Law Act

1975 (Cth).

Pension Means a benefit taken to be a pension payable by the Fund in

accordance with the SIS Act.

Pension Dependants

Those entitled recipients specified in reg 6.21 (2A) and (2B) of the SIS

Regulations.

Permanent Incapacity

In relation to a Member means ill health (whether physical or mental) where the Trustees are is reasonably satisfied that the Member is unlikely, because of the ill health, to engage in Gainful Employment for which the Member is reasonably qualified by education, training or

experience.

Policy Means an insurance policy arranged by the Trustees in accordance

with Rule 24.

Product Disclosure Statement (PDS)

A statement which provides a description of the features and benefits

of the Fund.

Preserved Benefits Means any part of an amount held in the Fund in respect of the

> Member that the Act requires to be retained in the Fund or another complying Benefit Arrangement until the Member has retired from the work force and attained the age specified by the Act, or until such

other circumstances as the Act permits.

Regulated Superannuation Fund

A superannuation fund that is regulated as defined within section 19 of the SIS Act.

Regulator The Commissioner of Taxation or any person or entity appointed to

regulate the Fund as defined in section 10(1) of the SIS Act.

Relative Has the meaning given by s17A(9) of the SIS Act.

Reserve Account Means the Account referred to in Rule 23.

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Rules

Means such one or more rules of the Fund.

Self Managed Superannuation Fund

A fund as defined in section 17A of the SIS Act.

SIS Act

The Superannuation Industry (Supervision) Act 1993 (Cth).

SIS Regulations

The Superannuation Industry (Supervision) Regulations 1994

Splittable Contributions

An amount that has the meaning for the purposes of Part 6 of the SIS Regulations.

Spouse

In relation to a person includes:

- (a) a person, who whether or not legally married to the Member or who lives with the Member on a genuine domestic basis as the husband or wife of the Member:.
- (b) any other person who is accepted by the Trustees as being the Member's Spouse for the purposes of the Act; and
- (c) another person (whether of the same sex or a different sex) with whom the person is or was in a relationship that was registered under a law of a State or a Territory prescribed for the purposes of Section 22B of the *Acts Interpretation Act* 1901 (Cth) as a kind of relationship prescribed for the purposes of that section.

Superannuation Entity

- (a) a Regulated Superannuation Fund, or
- (b) an approved deposit fund, or
- (c) retirement savings account; or
- (d) eligible rollover fund

or any other arrangement which the Trustees determined should be treated for the purposes of the Fund as a Superannuation Entity.

Superannuation Interest

In relation to a Member means an interest in the Fund or such other interest as defined in section 995-1(1) of the Tax Act as determined by the Trustees with reference to section 307-200 of the Tax Act and relevant Regulations.

Superannuation Law

- (a) the SIS Act
- (b) the Tax Act;
- (c) the Family Law Legislation;
- (d) the Corporations Act 2001 (Cth);
- (e) the Bankruptcy Act 1966 (Cth);
- (f) the Anti-Money Laundering and Counter-Terrorist Financing Act 2006 (Cth);
- (g) any replacement or additional Commonwealth or State law;and

- (h) any other present, future or proposed legal requirements with which the Trustees:
 - (1) are legally obliged to comply; or
 - (2) must comply to obtain the maximum Tax concessions available to the Fund.

Tax

Includes all actual or anticipated tax, Surcharge, levy or impost on income, capital gains and superannuation contributions, stamp, financial institutions, registration and other duties, bank accounts debits tax, goods and services tax and other taxes, levies, imposts, deductions and charges together with interest, fines and penalties (if any) and charges, fees or other amounts made or payable in respect of them

Tax Act

Either or both of the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997* (as the case may be including any replacement, modification of supplement to those Acts).

Taxable Component

Has the meaning given by section 995-1(1) of the Tax Act.

Temporary Incapacity

In relation to a Member, who has ceased to be gainfully employed (including a Member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the Member to be gainfully employed) means ill-health (whether physical or mental) that caused the Member to cease to be gainfully employed but does not constitute Permanent Incapacity)

Termination Date

The date on which the Fund terminates.

Trustee

A person or company that has been appointed a trustee of the Fund. Where there is more than one trustee it refers to each trustee for the time being of the Fund. The expression also includes replacement or additional trustees.

2. PURPOSE OF THE FUND

- **2.1.** The Trustees must ensure that the Fund is maintained for one or more of the Core Purposes or for one or more of the Core Purposes and for one or more of the Ancillary Purposes permitted under the *SIS Act* and for no other purpose.
- **2.2.** If the Trustee is not a company the sole or primary purpose of the Fund is the provision of old age pensions.
- **2.3.** The Trustees must cause the Fund at all times to be a Regulated Superannuation Fund.

3. TRUSTEES

Who may be a Trustee

- **3.1.** A Trustee may be a natural person or a company.
- **3.2.** An individual may only be a Trustee if the individual is a Member.
- **3.3.** A company may only be a Trustee if all the directors of the company are Members.

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- **3.4.** Notwithstanding the above rules if there is only one person who is a Member then:
 - (a) that Member or a LPR of that Member and one other natural person who is a Relative of the Member or is a person who is not an Employer of the Member may be the Trustee; and
 - (b) a company may be the Trustee the sole director of which is the Member or a LPR of the Member or the company may have two directors one of which is the Member or the LPR of the Member and another person who is a Relative of the Member or is a person who is not an Employer of the Member.
- **3.5.** A member cannot be appointed as Trustee if they have a legal disability but a LPR of that Member can be appointed as a Trustee on their behalf.
- **3.6.** A Regulator may appoint a person or company as Trustee.
- **3.7.** A Trustee will comply with all requirements under the *Act* in relation to their appointment.

Who may not be a Trustee

- **3.8.** A person cannot be a Trustee if that person is a disqualified person under the S/S Act.
- **3.9.** A body corporate cannot be a Trustee if that body corporate is a disqualified person under the SIS Act:
 - (a) the company knows, or has reasonable grounds to suspect, that a director is a disqualified person under the *SIS Act* and the disqualification has not been waived or revoked;
 - (b) an administrator or provisional liquidator has been appointed;
 - (c) a receiver, or a receiver and manager has been appointed over the property beneficially owned by the company; and
 - (d) the company has begun to be wound up.

4. COMPLIANCE WITH SUPERANNUATION LAW

4.1. The provisions of this clause 4 override any other provisions of this Deed

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

4.2. Power to comply with the Superannuation Law

- (a) The Trustees may:
 - (1) do anything that the Trustees are required to do or that the Trustees consider necessary, expedient or desirable to comply with any requirement of the Superannuation Law (including expending monies of the Fund); and
 - (2) refrain from doing anything (including, without limitation, delaying or refusing any request or transaction in connection with a Beneficiary's interest in the Fund) that would result in a breach of, or the Trustees breaching, a requirement of the Superannuation Law.

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- (b) The Trustees may rely on anything (including any statutory presumptions available to it) in the Superannuation Law, to the extent that the Trustees are entitled to do so in their capacity as trustee of the Fund.
- (c) The Trustees are entitled to be indemnified out of the assets of the Fund for any Liabilities that the Trustees properly incur pursuant to this clause.

4.3. Deemed compliance

The Trustees are deemed to comply with the Superannuation Law and this Deed if the Regulator:

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

4.4. Conflict with the Superannuation Law

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

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

5. TRUSTEE APPOINTMENT

- **5.1.** Upon establishment of the Fund a person is appointed as Trustee provided that the person:
 - (a) has agreed to their appointment as Trustee by execution of the Deed;
 - (1) has consented in writing to become a Member or is a LPR on behalf of a person and has consented in writing to that person becoming a Member; and
 - (2) if the Fund has only one Member, is a Relative of the Member or is a person who is not an Employer of the Member;

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- (b) has read and understood the PDS and agrees to be bound by the Deed and the Rules of the Fund; and
- (c) is not a disqualified person under the SIS Act.
- **5.2.** Upon establishment of the Fund a company is appointed as Trustee provided that the:
 - (a) the company and its directors have agreed to its appointment as Trustee by execution of the Deed;
 - (b) all directors have consented to become Members or they are the LPR of a person and have agreed in writing to that person becoming a Member;
 - (c) if the Fund has only one Member and two directors, the director that is not a Member is a Relative of the Member or is a person who is not an Employer of the Member:
 - (d) the company and its directors have read and understood the PDS and agree to be bound by the Rules of the Fund; and
 - (e) the company or its directors are not a disqualified company or person under the S/S Act.
- **5.3.** Subject to the provisions of these Rules, where the Trustees accept a person as a Member that person or a LPR of that person is appointed as a Trustee unless that person or a LPR of that person becomes a director of a company which is the Trustee.
- **5.4.** On retirement of a Trustee one of the following is appointed Trustee in place of the Trustee who has retired (provided the person or company is not already a Trustee):
 - (a) if the retiring Trustee is a person, another person who is a Member or a LPR of that Member or a company of which that Member or LPR of that member is a director; and
 - (b) if the retiring Trustee is a company, a company all the directors of which are Members or are the LPR's of Members.

6. TRUSTEE REMOVAL

- **6.1.** A Trustee will hold office until:
 - (a) the Trustee retires in accordance with this Rule
 - (b) being a Constitutional Corporation, it goes into liquidation or has a receiver appointed or enters into administration;
 - (c) the Trustee is removed, or ceases to be eligible to act as Trustee under the *Act*; or
 - (d) being a natural person, the Trustee dies
- **6.2.** A Trustee may retire at any time.
- **6.3.** If the Fund has only one Member, a person who is not a Member and who is a Trustee may retire as a Trustee provided that another person who is a Relative of the Member or is a person who is not an employer of the Member is appointed as a Trustee.

- **6.4.** A company may retire as a Trustee provided:
 - (a) all the directors of that company are appointed as Trustees; or
 - (b) another company is appointed as a Trustee where all directors of the resigning company are also directors of the company being appointed as Trustee.
- **6.5.** A Trustee may retire as Trustee of the Fund so long as a new Trustee has first been appointed as a Trustee of the Fund;
- **6.6.** A person or company is removed as Trustee:
 - (a) if a Member is the Trustee, when that person ceases to be a Member;
 - (b) if a Member is the Trustee, when that person is incapable of acting as Trustee unless a LPR of the Member is appointed as Trustee in place of the Member;
 - (c) if the Trustee is a company, on the date four months from the time one or all directors of the company cease to be Members or the LPRs of the Members;
 - (d) on the date the Trustee is prohibited from being a Trustee under the Rules or the Act; and
 - (e) if the continued appointment of the Trustee will result in the Fund losing its status as a Complying Superannuation Fund.

7. TRUSTEE REMUNERATION AND INDEMNIFICATION

- **7.1.** No Trustee of the Fund will receive any salary or remuneration from the Fund for acting as Trustee.
- **7.2.** The Trustees and, where the Trustee is a corporation, its directors and officers are entitled, to the maximum extent permitted by the *Act*, and by law, to be indemnified from the Fund against all liabilities incurred by each of them in connection with execution, attempted execution, or in respect of non-execution of the Trustee's powers and discretions under this Deed.
- **7.3.** Subject to the *Act*, the Trustee and its directors and officers may recover from the Fund amounts necessary:
 - (a) to meet the indemnities referred to in Rule 7.2; and
 - (b) to meet all liabilities whatsoever in connection with the Fund and the exercise of their powers and duties under or in connection with this Deed.

To this end, to the maximum extent permitted by the *Act*, the Trustee and its directors and officers have, and may exercise, a lien over the Fund.

7.4. If liabilities are incurred by a Trustee or former Trustee in the management, administration, maintenance, or operation of the Fund, then the Trustee may apply the assets of the Fund in indemnification of itself or a former Trustee provided all actions performed by the Trustee or the former Trustee in respect of which indemnification is sought were honest or the required degree of care and diligence was exercised.

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8. TRUSTEE MEETINGS

8.1.

- (a) The Trustees may meet as and when required to make decisions in performance of their obligations as Trustees of the Fund under the provisions of this Deed, the Rules or the *Act*. Reasonable notice of such meetings is required in the manner set out in clause 8.2.
- (b) The Trustees may adjourn and regulate their meetings as they see fit.
- (c) If there is more than one Trustee, the Trustee must meet if Members, whose account balances combined equal or exceed fifty percent of the Fund's cumulative account balance, serve notice of meeting on the Trustee requiring the Trustee to make a decision regarding an issue relating to the Fund, its administration or management. 14 days notice of such meetings is required in the manner set out in clause 8.2.
- **8.2.** Written notice of meetings must be given to each Trustee at their last nominated mail, facsimile or email address stating the:
 - (a) place, date and time for the meeting; and
 - (b) the general reason for the meeting.
- **8.3.** If a Trustee is able to attend the meeting through a communication link established by telephone, audio or audio-visual communication or other approved device, all proceedings will be valid and effective as if that person were physically present.
- **8.4.** At any meeting of Trustees a quorum will be formed with the presence of those Trustees who represent Members, the balance of whose Member's Accounts in aggregation exceeds one half of the aggregated amount of all Member's Account balances.

8.5.

- (a) The Trustees will determine by majority approval at the first meeting of Trustees one of the following as the method by which Trustees will be entitled to cast votes at all meetings of Trustees:
 - (1) each Trustee being entitled to cast the number of votes nearest to the number of whole dollars of that Member's Account the Trustee represents and any amounts in Reserve that an actuary has determined might be transferred to the Member's Account to pay a Pension, but no less than one vote each; or
 - (2) each Trustee being entitled to cast one vote each.
- (b) If the Trustees fail to make a determination in accordance with clause 8.5(a), clause 8.5(a)(2) will apply.
- (c) If clause 8.5(a)(2) applies and there is a deadlock in making any Trustee decision, the deadlock shall be resolved by weighting each Trustee's votes nearest to the number of whole dollars of that Member's Account the Trustee represents and any amounts in Reserve that an actuary has determined might be transferred to the Member's Account to pay a Pension, but no less than one vote each

- **8.6.** A resolution will be passed by a majority of votes of those who are present at the meeting and who are entitled to vote.
- **8.7.** A person may appoint, in writing, another person to act as that person's proxy at any Trustee meeting.
- **8.8.** If a written resolution has been signed by all persons entitled to attend a Trustee meeting, the resolution in the terms stated will be deemed as passed at the time and date which the document was last signed by any such person. More than one identical written resolution, each of which has been signed by one or more persons, will constitute one document.

9. TRUSTEE RECORDS AND REGISTERS

The Trustee must create and keep such records and registers of the Fund and decisions made as are required by this Deed and the *Act*.

10. TRUSTEE POWERS

10.1. In addition to those powers, authorities and discretions conferred on the Trustees by this Deed, the Rules, the Superannuation Law or the *Act*, the Trustee will have the following additional powers:

Assets: to sell, call in, convert into money, grant options or rights to purchase, mortgage, charge, sub-charge, or otherwise deal with or dispose of or transfer any item or asset comprising the whole or part of the Fund;

Assurance Policies: to effect or acquire policies of life assurance of any kind on the life of any Member or in respect of sickness, disability or accident to any Member, to pay premiums, transfer, surrender, change the place of and deal with the policies in any way whatsoever, to purchase or enter into insurance or investment bonds whether or not the bonds are linked to a policy over the life of any person;

Bank accounts: to establish and close a bank account with any bank or financial institution in the name of the Trustees as Trustee for the Fund;

Borrow: to borrow as permitted by the *Act* to any percentage of the valuation of the security provided, as approved by the Trustee so long as it is in accordance with the investment strategy;

Choses in action: to acquire choses in action including debts and obligations of all kinds for value or by way of gift or at a discount or at a premium and to assign, release, vary relinquish or otherwise deal with the choses in action in any way on terms and conditions as the Trustees see fit;

Corporate Securities: in reference to any entity in which the Trustees hold shares, stocks, debentures, options, convertible notes or is otherwise interested or concerned ("securities"), may exercise the following powers in addition to those conferred by law:

- (a) pay calls on securities or to permit securities to be forfeited and sold:
- (b) purchase securities and to take up securities of a new issue:
- (c) attend meetings personally or by proxy, attorney or representative and vote at the discretion of the Trustees;
- (d) sell securities at such price and upon such terms with or without security as the Trustee decides:

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- (e) agree to any arrangement relating to the sale, transfer or exchange of any securities, or modifying any rights, privileges or interests in relation to the securities, to agree to any scheme or arrangement for the increase or reduction of the value or amounts of any shares or stock or of the capital of any company in which any securities form the whole or any part of the Fund, or by which any such securities are substituted or given in exchange, either wholly or partly for other securities, whether in the same company or not, for any such purpose to deposit, surrender or exchange any scrip or documents of title relating to the securities and generally to manage and deal with any securities as if the Trustee owned them beneficially; and
- (f) agree in respect of a winding up with the liquidator of a company or any member of such company or any other person, in all things as the Trustee will decide, for the division or partition in kind or specie of the assets or property of whatsoever nature of the company and to accept any of the assets and property in payment or satisfaction of any interest of the Trustee in the company with power to pay any moneys by way of equality of division or partition;

Custodian: the appointment of a custodian to hold the legal title of any asset which has been acquired or is to be acquired by the Trustees on such terms as the Trustees think fit;

Debt: if the Trustees believe that funds are required to be set aside to cover any liability or debt, to meet that liability or debt from the assets of the Fund, provided the Trustees are permitted by Superannuation Law;

Delegation: the Trustees may delegate to any one or more persons, firms or companies on such terms as the Trustees may think fit any of the authorities, powers and discretions conferred upon the Trustees. Without limiting this general power the Trustees may:

- (a) appoint from time to time any one or more persons, firms or companies as the Trustees may think fit to act as Manager, custodian or investment manager subject to such conditions as the Trustees may from time to time determine;
- (b) delegate to and confer upon the Manager, custodian or investment manager such authorities, power or discretions, including the Trustees' power of delegation, as the Trustees may think fit;
- (c) pay out of the Fund to any Manager, custodian, investment manager or other delegate such remuneration for its services as the Trustees consider proper; and
- (d) remove from time to time any Manager, custodian or investment manager.

Expenses: to pay expenses from the assets, Reserves or income of the Fund, including:

- (a) Management expenses: including all costs, charges and expenses relating to management of the Fund, which may include acquiring the services of specialists or administrators;
- (b) General expenses: including all costs, charges and expenses in connection with any real or personal property, which may include insurance premiums, rates, taxes, rent, repairs and any other expense the Trustees may consider necessary;

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Franchises: to acquire, sell or otherwise deal with franchises, franchise agreements, licences and related dealings;

Futures contracts and options: provided the Trustees maintains a risk management strategy, to engage brokers or commission agents, vary and determine terms of any such engagement directly or through a broker or agent in any market in any part of the world to:

- (a) buy, sell, open, close-out or otherwise deal in futures contracts of all kinds:
- (b) enter into, vary, exercise, abandon or sell any put or call option or rights:
- (c) place bids, make offers, hedge and effect orders including buy, sell, straddle, switch and stop-loss order;
- (d) tender and take delivery of commodities and currencies which are the subject of any futures contract or option; and
- (e) otherwise do and perform all things to operate on, utilise or deal with facilities of any stock or futures exchange.

Gifts: to receive property by gift or by distribution under a will or under the provisions of any other trust or otherwise from any person as an addition to the Fund, whether subject to liabilities or not and to hold these gifts according to the Rules and to administer such additions under these provisions;

Incidental Powers: to do all such other things as may be incidental to the exercise of the powers, rights, discretions otherwise provided by the Deed, the Rules or by law:

Indemnities: to give indemnities to or on behalf of any person that the Trustees think fit.

Intellectual property: to apply for, purchase or otherwise acquire and to sell intellectual property (including patents, patent rights, copyrights, trade marks, designs, formulas, licenses, concessions, know-how and the like), conferring any exclusive or non-exclusive or limited right to use intellectual property rights as well as develop or grant licenses in respect of intellectual property rights or information so acquired;

To Let: to lease, rent and let property owned by the Fund or held by the Trustees pursuant to the provisions of these Rules upon terms and conditions as the Trustees may decide, to accept surrenders from and to make arrangements with a lessee or tenant as the Trustees may consider appropriate;

Lease: to rent premises, to acquire the interest of any lessee in any lease, purchase, hire, take on lease, grant leases, sub-leases, tenancies or rights of any nature to any real estate, motor vehicles, computer hardware and software, fixtures and fittings, furniture, utensils, plant and equipment and other personal property of any description;

Legal proceedings: to institute, join in and defend proceedings at law or by way of mediation or arbitration and to proceed to the final end and determination of, or to compromise the same and to compromise and settle any such dispute or proceedings for such consideration and upon the terms and conditions as the Trustees may decide;

Lend: may lend and advance moneys as permitted by the Act:

Licences: may acquire, sell or transfer any licence or permit which the Trustees sees fit to engage or facilitate any business which the Trustees are permitted to under these Rules or the *Act*;

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Power of attorney: in the exercise of all or any of the powers herein confirmed upon the Trustees to appoint an attorney and to execute any power of attorney or such other instrument that the Trustees consider necessary for the exercise of those powers;

Property: to maintain and preserve in good condition any:

- (a) real property: and to acquire, dispose of, exchange, strata title, subdivide, mortgage, sub-mortgage, lease, sub-lease, grant, release or vary any right or easement or otherwise deal with any interest in real property;
- (b) personal property: and to acquire, dispose of, exchange, hire, lease, mortgage or otherwise deal with any interest in personal property;

Release of powers: by irrevocable deed to renounce and release any power conferred on the Trustees under the Rules in respect of the whole or any part of the Fund or the income or any part thereof;

Specialists: to employ or engage and pay from the Fund, agents or professionals including such managers, agents, self managed superannuation fund advisers, solicitors, barristers, auditors, accountants, brokers, surveyors or other persons to transact any business or to do any act required to be done in connection with the administration and management of the Fund, to act upon the opinion or advice of these agents or professionals without being responsible for any loss or damage occasioned by so acting;

Subdivision of Property: to partition or to subdivide any property or interest in property which may be subject to these trusts and to pay moneys by way of equality or partition;

Trustee's power to deal with itself: notwithstanding any rule or law or equity to the contrary, and provided the in-house assets rules are complied with:

- (a) to acquire, as property of the Fund, the legal and beneficial interest in real or personal property which is, at the date of acquisition, the absolute property of the Trustee provided that any property so acquired is acquired for a consideration not greater than the current Market Value of the property and upon such acquisition the beneficial interest in the property will be held by the Trustee according to the Rules;
- (b) to dispose of any beneficial interest in property of the Fund to itself;
- (c) to lease to the Fund any real or personal property the legal and beneficial interest in which is at the date of such acquisition the absolute property of the Trustee; and
- (d) to lease any property of the Fund to itself:

Unit trust interests: to acquire units or sub-units of any fixed or flexible unit trust whether by way of application or purchase or by way of settlement by the Trustee in the establishment of such unit trust and to exercise all rights and perform all obligations and receive all distributions as a holder of any units in such a trust.

10.2. These powers will be in addition to any other powers, authorities and discretions vested in the Trustee by another provision of the Deed, the Rules, or by Superannuation Law.

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- **10.3.** These powers will not be limited by, or be construed so as to be limited by any other powers, authorities and discretions otherwise provided by the Deed, the Rules, or by Superannuation Law.
- **10.4.** In exercising these powers the Trustees must ensure at all times that the Fund remains a Complying Superannuation Fund.
- **10.5.** A Trustee who is a natural person may be a director of any company in which any moneys forming part of the Fund are from time to time invested and may receive remuneration attached to such office without being liable to account for it unless that appointment would compromise or affect the Fund's status as a Complying Superannuation Fund.
- **10.6.** Subject to the terms of these Rules the Trustees may exercise or concur in exercising all powers and discretions given under this Deed or by law, notwithstanding that it or any person who is a director or shareholder of the Trustee has or may have a direct or indirect interest in the result of exercising such powers or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee at the time is the sole Trustee.

11. THE TRUSTEE MAY BORROW AS PERMITTED BY THE ACT

- **11.1.** In general circumstances and unless permitted by the *Act* and the Rules, the Trustees must not:
 - (a) borrow money;
 - (b) maintain an existing borrowing of money;
 - (c) recognise, or in anyway encourage or sanction, a charge over, or in relation to a Member's Benefits; and
 - (d) give a charge over, or in relation to, an asset of the Fund.
- **11.2.** The Trustees may borrow funds if permitted by the *Act* provided:
 - (a) the asset is held in trust and the Fund will hold a beneficial interest in the asset; or
 - (b) the Fund may acquire legal and beneficial ownership of the asset; and
 - (c) the rights of the lender against the Fund for default on the borrowing are limited to the rights relating only to the asset acquired with the borrowed funds.

12. ASSETS

- **12.1.** The Trustees must not acquire an asset from a Member or an Associate of a Member unless that asset is an allowable acquisition under the *Act* and acquired at Market Value.
- **12.2.** Except if required for the purposes of instalment warrant arrangements permitted under these Rules and the *SIS Act*, the assets of the Fund must be held in the Trustees' names and must be held separately from any assets held by the Trustees personally, a Member, by an employer of a Member or any other person unless otherwise allowed by the *SIS Act*.

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13. TRUSTEE MAY RECEIVE GIFTS OR DISTRIBUTIONS

A gift or distribution made to the Fund may be accepted and allocated to Earnings, a Reserve or a Member's Account or applied for any purpose as the Trustees determine including the payment of a Pension to a Member or Pension Dependant in the event of the Member's death, provided the status of the Fund as a Complying Superannuation Fund is not affected or compromised.

14. MEMBERS

- **14.1.** The Trustees have absolute discretion as to who is admitted as a Member provided:
 - that person or that person's LPR has provided the Trustees with an Application Form and has read and agreed to be bound by the Deed and Rules of the Fund:
 - (b) the admittance of that person as a Member would not affect or compromise the Fund's status as a Complying Superannuation Fund; and
 - (c) the person or LPR of the person applying will accept the appointment as Trustee or director of a company that is the Trustee and is not a disqualified person.
- **14.2.** The Trustees must admit any person as a Member where that person will be paid a Pension from the Fund.
- **14.3.** If the Fund is a sole member Fund, the Member may give written notice to the Trustees stating that no other Member will be admitted to the Fund.
- 14.4. If a Member transfers a property to the Fund, the Member may give written notice to the Trustees stating that the property is to be held specifically for that Member with no other Member to obtain an interest in that property. The Trustees may decline to accept that transfer or may accept that transfer on terms and conditions at the discretion of the Trustees and any expenses of the Fund attributable to that property will be payable from the Member's Account.

15. MEMBERS APPLICATION

- **15.1.** The Trustees will not admit any person as a Member of the Fund unless that person has submitted an Application Form. The Trustees are not required to admit a person who the Trustees do not believe has read or understood the Rules or the Deed or who has not agreed to be bound by the Deed and Rules of the Fund.
- 15.2. Upon death of a Member, any person who may be entitled to receive a Pension Benefit and does not wish to become a Member, or if the Trustees decides not to admit that person as a Member, then the Trustees must transfer the amount that would have funded the Pension to another Benefit Arrangement. The transfer of any amount must be in accordance with Rule 29.Once the Trustees have received all relevant documentation, including the Application Form and any other documentation the Trustees may require, the Trustees may in its absolute discretion admit or refuse to admit that person as a Member of the Fund.
- **15.3.** The terms and conditions applicable to a Member's membership of the Fund, including the contributions and benefits payable to or in respect of the Member, may be varied by written agreement between the Trustees and the Member.
- **15.4.** As soon as practicable after the admission of a person as a Member of the Fund the Trustees will give to that Member any information required by the *Act*.

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16. TERMINATION OF MEMBERSHIP

- **16.1.** The Trustees have absolute discretion to expel any Member of the Fund. That if a Member ceases to be a Member of the Fund, he or she must retire as a Trustee of the Fund or a director of a corporate trustee of the Fund.
- **16.2.** The Trustees must give notice to the Member of the member's expulsion from the Fund. Where a Member is expelled from or ceases to be a Member of the Fund the balance of the Member's account must be transferred to a Benefit Arrangement in accordance with Rule 29 or as nominated by the Member within 60 days of the date of the Trustee's Member expulsion notice and if a nomination is not made within that period, to an Eligible Rollover Fund at the discretion of the Trustee.
- **16.3.** Unless prohibited by the *Act*, a Member will be deemed to have ceased to be a Member on the first to occur of the following:
 - (a) when the Member is no longer entitled to receive Benefits from the Fund;
 - (b) when the Trustees determine that the Member should no longer be a Member;
 - on the death of the Member, or if the Trustees decide otherwise, no later than the time any LPR of the Member ceases to act as Trustee or director the Trustee company;
 - (d) no later than the earliest of either:
 - (1) four months from the date a Member became ineligible to be a Trustee or to be a director of a company which is a Trustee unless a LPR of that Member is appointed a Trustee; or
 - the date just before a Member became ineligible to be a Trustee or to be a director of a company which is a Trustee unless a LPR of that Member is appointed as a Trustee.

17. MEMBER'S ACCOUNT

- **17.1.** A record of all Contributions, Earnings, amounts allocated to or from any Fund reserves, Benefits paid and all other amounts credited or debited to a Member's Account must be kept by the Trustees on behalf of the Members.
- **17.2.** The Trustees may keep more than one account for a Member, which may include more than one Member's Accumulation Account and more than one Pension account.
- **17.3.** A record of the tax free and Taxable Components of a Member's Account must be kept by the Trustees.
- **17.4.** The Trustees will, subject to any restrictions imposed by the *Act*, add to a Member's Account the following received on behalf of the Member or attributable to the Member's Account:
 - (a) Contributions received; and
 - (b) Earnings; and
 - (c) Splittable Contributions; and
 - (d) Payment Split; and
 - (e) Reserves; and

- (f) the proceeds of any Policy; and
- (g) any other amount which the Trustees with the consent of the Member determine will be credited to the Member's Account.
- **17.5.** The Trustees will subject to any restrictions imposed by the *Act* deduct from a Member's Account the following:
 - (a) any costs or fees and any other liabilities attributed to it;
 - (b) Losses of the Fund:
 - (c) Benefit payments paid to that Member or persons entitled to receive them or transferred to another Benefit Arrangement;
 - (d) Tax payable;
 - (e) Excess Contributions Tax liability;
 - (f) Splittable Contributions;
 - (g) Payment Split; and
 - (h) Any other amount including an amount to be transferred to a Reserve Account which the Trustees with the consent of the Member, determine will be debited to the Member's Account.

18. CONTRIBUTIONS

- **18.1.** The Trustees may accept any Contributions made on behalf of a Member or a Spouse of a Member by any person, entity or government body so long as the acceptance by the Fund of that contribution:
 - (a) will not compromise or affect the Fund's status as a Complying Superannuation Fund; or
 - (b) is permitted by the *Act*.
- **18.2.** The Trustees are required to comply with the provisions of the *Act* concerning any Excess Contributions Tax imposed on a Member.
- **18.3.** The Trustees, at the request of a Member, will allot, transfer or rollover, within the period required by the *Act*, of all or part of a Member's Account to another Superannuation Entity or another Member's Account, if
 - (a) the Trustees are satisfied that any such action will not compromise or affect the Fund's status as a Complying Superannuation Fund, or
 - (b) the Trustees are required by order or agreement under the provisions of the *Family Law Act 1975* to perform such an action.
- **18.4.** The Trustees will not transfer or rollover a Member's Account to a Superannuation Entity or another Member's Account if prohibited by the *Act*, if it will cause a breach of the minimum benefit provisions of Division 5.3 of the SIS Regulations or if it will compromise or affect the Fund's status as a Complying Superannuation Fund.
- **18.5.** The Trustees have absolute discretion as to whether the transfer will be in the form of cash or assets, with or without conditions.

18.6. The Trustees have absolute discretion and may accept transfers or rollovers from another Superannuation Entity, whether conditionally or not, provided it does not breach the *Act* or compromise or affect the Fund's status as a Complying Superannuation Fund.

19. ESTATE PLANNING

19.1. Non-binding Death Benefit Nominations

- (a) A Member may provide a written Non-Binding Death Benefit Nomination to the Trustees, by which the Trustees may, in their discretion, provide benefits to the beneficiaries listed in that nomination. Subject to the *Act*, the Trustees must accept a Non-Binding Death Benefit Nomination, but it is not binding on the Trustees.
- (b) A Member or the LPR of the Member may confirm, amend or revoke the nomination previously given to the Trustees.
- (c) A Member or the LPR of the Member may give direction to the Trustees to act in a particular way upon the Member's death or incapacity, but the Trustees are not obligated to follow such instructions.
- (d) The Trustees must not comply with any nomination or direction that would compromise or affect the Fund's status as a Complying Superannuation Fund.

19.2. Binding Death Benefit Nominations

- (a) Trustees should provide a Member with information that it believes the Member needs for the purposes of submitting a Binding Death Benefit Nomination.
- (b) A Member may provide a written Binding Death Benefit Nomination, by which the Trustees are bound to provide Benefits to the beneficiaries listed in and in accordance with that nomination, provided the nomination is valid and binding at the date of death of the Member.
- (c) Subject to the *Act*, the Trustees must accept a Binding Death Benefit Nomination and will be bound by it.
- (d) A Member may confirm, amend or revoke the nomination by written notice given to the Trustees.
- (e) The Trustees must not comply with any nomination or direction that would compromise or affect the Fund's status as a Complying Superannuation Fund.
- (f) A Binding Death Benefit Nomination and any revocation or amendment to it must:
 - (1) be in writing;
 - (2) require that all Benefits would be payable to one or more of a LPR or a Dependant of the Member; and
 - (3) be signed by the Member in the presence of more than one person:
 - (A) each of whom has turned 18 years of age; and
 - (B) neither of whom is a person mentioned in the Binding Death Benefit Nomination.

- (g) If proceedings, for dissolution of a Member's marriage to a spouse, under the Family Law Act 1975 or some similar foreign legislation have commenced, then any nomination which states that the Benefit is to be paid to that spouse of the Member will be deemed to be revoked.
- (h) A Binding Death Benefit Nomination will have an indefinite term unless the Member has stipulated otherwise or the nomination is revoked by written notice to the Trustees.

19.3. Death Benefit Request

- (a) A Member or the Legal Personal Representative of the Member may provide the Trustee with a notice in writing requesting the Trustee to establish a Death Benefit Rule that requires the Trustee to pay Benefits in the event of the death of the Member in a manner and form that the Member or the Legal Personal Representative of the Member so chooses; including whether the Benefit is to be a Lump Sum Benefit, a Pension Benefit or combination of both.
- (b) The Trustee may accept or reject any notice referred to at Rule 19.3 (a) and must reject if the Trustee holds a Binding Death Benefit Nomination from that Member. If the Trustee accepts the notice, the Trustee shall be bound to act in accordance with that Death Benefit Rule that would be established as a consequence of accepting the notice.
- (c) A Member, or the Legal Personal Representative of the Member, may provide the Trustee with a notice in writing requesting the Trustee to delete or amend a Death Benefit Rule that was previously established at the request of the Member and, if amended, the Trustee shall act in accordance with that amended Death Benefit Rule.
- (d) The Trustee shall not accept any notice referred to at Rule 19.3 (a) or (c) if that would cause the Fund to become a Non-Complying Self Managed Superannuation Fund.

20. BENEFITS

- **20.1.** A Member or any other person permitted to receive a Member's Benefit by the *Act*, may be entitled to receive one or more of:
 - (a) a lump sum Benefit;
 - (b) a Pension Benefit;
 - (c) a Temporary Incapacity Benefit:
 - (d) a Permanent Incapacity Benefit; and
 - (e) such other Benefit including the proceeds of any Policy that may be permitted to be paid to a Member under the *Act*, including in situations of Severe Financial Hardship or on Compassionate Grounds, as the Trustees might determine;

provided that the payment of any such Benefit would not breach the minimum Benefit provisions of Division 5.3 of the SIS Regulations or compromise or affect the Fund's status as a Complying Superannuation Fund or be in breach of the *Act*.

20.2. A Benefit will be payable to a Member, Dependant of a Member, LPR of a Member or to some other person provided it is required to be paid by the Rules or the *Act*.

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- **20.3.** A Member or the LPR of a Member may request that a lump sum Benefit be paid, and the Trustees at their discretion may pay the Benefit provided it is permitted by the *Act* and will not compromise or affect the Fund's status as a Complying Superannuation Fund.
- **20.4.** A Trustee may pay a lump sum Benefit to a Member that will not exceed the balance of that Member's Accumulation Account although, in addition, the Trustee at its discretion may pay the whole or part of any Reserves to the Member.

Pension Benefit

- **20.5.** Where a Member or a Member's LPR requests that the Trustees pay a Pension to a Member or after the Member's death, to their Pension Dependant, the Trustees may do so provided it is permitted by the *Act*, and provided the payment will not compromise or affect the Fund's status as a Complying Superannuation Fund.
- **20.6.** Any Pension must be paid in accordance with these Rules and comply with the standards for the provision of Pensions of the SIS Regulations (which are deemed incorporated in these Rules).
- **20.7.** A Trustee must notify a Member in writing of any Pension it will pay to the Member and the notification will outline the terms or conditions of the Pension which will be deemed to be a Rule unless payment of the Pension would affect or compromise the Fund's status as a Complying Superannuation Fund.
- **20.8.** Subject to the Rules and the *Act*, the Trustees in their sole discretion may utilise any amount standing in the Member's Account, a Member's Pension Account or a reserve to provide a Pension to a Member, or if permitted by the *Act*, their Dependants, a LPR of a Member, or any other person.

Incapacity

- 20.9. The Member is to advise the Trustees of incapacity:
 - (a) if a Member becomes incapacitated that Member or their LPR will advise the Trustees as soon as practicable. The Trustees may request the Member submit to any reasonable medical examinations, as it sees fit;
 - (b) upon receipt of any documentation required by the Trustees regarding a Member's incapacity, the Trustees at their sole discretion will determine whether or not the Member suffers Temporarily Incapacity or Permanent Incapacity.

Temporary Incapacity

- **20.10.** If the Trustees are reasonably satisfied that a Member suffers Temporary Incapacity, it may choose to pay a Benefit in the manner and for no more than the amount permitted by the *Act* to the Member from the time of that Temporary Incapacity to the earlier of:
 - (a) the date the Member is re-instated in similar employment the Member was previously engaged in prior to suffering the Temporary Incapacity;
 - (b) the date on which the Trustees believe the Member commenced to suffer Permanent Incapacity;
 - (c) the date of death of the Member; or
 - (d) such other time permitted under the Act.

20.11. The Trustees, in their sole discretion, may deduct an amount from a Reserve Account or any of the Member's accounts to pay the Temporary Incapacity Benefit.

Permanent Incapacity

- **20.12.** If the Trustees are reasonably satisfied that a Member suffers Permanent Incapacity the Trustee may pay all or part of any of a Member's Accounts to the Member, or if permitted by the *Act*, to a Dependant or Pension Dependant or LPR of the Member whether as a lump sum or a Pension or a combination of both, in its absolute discretion.
- **20.13.** The Trustees in their sole discretion may allocate any amount from any Reserve Account held in the Fund to pay the Benefit on the Member's Permanent Incapacity.

Death of a Member

- 20.14. On the death of a Member:
 - (a) if the member was a Trustee or a director of the corporate Trustee, the Member's LPR will be appointed as a replacement Trustee or a director of the corporate Trustee until the date Benefits payable on the death of the Member commence to be payable provided that the LPR is eligible to act as Trustee and has consented to act as Trustee; and
 - (b) the Trustees may transfer or continue to pay any Pension previously payable to a Member to such Pension Dependants of the Member as are permitted by the *Act* to receive the Pension.

Payment of a Death Benefit

- **20.15.** In the event of a Member's death, the Trustees at their sole discretion, but subject to Rule20.17, will pay a Death Benefit any one or more of the Member's Dependants or the Member's LPR or another person as permitted by the *Act*.
- **20.16.** If the Trustees hold a Non-Binding Death Benefit Nomination by the deceased Member, the Trustees in their sole discretion may choose but is not obliged to pay such Benefits to persons nominated in that Non-Binding Death Benefit Nomination, provided the payment is permitted by the *Act*.
- **20.17.** If the Trustees hold a Binding Death Benefit Nomination by the deceased Member the Trustees must pay such Benefits in the manner and form as requested in that Binding Death Benefit Nomination provided the payment is permitted by the *Act*.
- **20.18.** Provided it is permitted by the *Act*, the Trustees may pay additional amounts to the deceased Member's Dependants or LPR including from a Reserve Account but these amounts would not form part of the deceased Member's Benefit.

Conversion of a Lump Sum Benefit into a Pension

- 20.19. Should a Member, or a deceased Member's LPR or a deceased Member's Dependants so request, the Trustees in their sole discretion may convert any lump sum Benefit payable to or in respect of a Member either in whole or in part to a Pension payable to the Member, or the deceased Member's Pension Dependants as permitted by the Act.
- **20.20.** A Member or a deceased Member's LPR or a deceased Member's Dependants must notify the Trustees of the Pension required and the Trustees are to use the Member's lump sum Benefit to fund any Pension.

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Commutation of a Pension

- **20.21.** By written request of a Member or in the event of a Member's death, the Member's Pension Dependants and provided it is permitted by the *Act*, the Trustees, in their absolute discretion, may commute the whole or any part of any Pension payable to the Member in accordance with the Rules below.
- 20.22. Any amount resulting from the commutation may be applied by the Trustees:
 - (a) to pay a lump sum Benefit to a Member, or in the event of the death of the Member, to any one or more of the Member's Pension Dependants; and
 - (b) to be allocated into the Member's Accumulation Account.
- **20.23.** The Trustees will determine any possible Tax consequences or commutation limits prior to commuting a Pension. The Trustees must also notify the Member, Dependents or LPR of the Member of this information.

21. INVESTMENTS

Investment strategy

- **21.1.** The Trustees must formulate and implement an investment strategy that reflects the purpose and circumstances of the Fund and considers:
 - the risk and liquidity involved in making, holding and realising and likely return from investments having regard to the Funds objectives and expected cash flow requirements;
 - (b) the composition of the Fund's investments as a whole and the Benefits and risks associated with diversification:
 - (c) the liquidity of the Fund's investments in view of its expected cash flow;
 - (d) the ability of the Fund to discharge its existing and prospective liabilities; and
 - (e) the needs of Members considering their age, income level and retirement needs.
- **21.2.** The investment strategy could consist of one or more strategy for the whole of the Fund or separate strategies for various parts of the Fund.
- **21.3.** The investment strategy should identify the investment objectives and provide detail of the investment methods the Fund may adopt to implement the strategy.
- **21.4.** The Trustee will review this strategy annually and can amend the strategy at any time deemed appropriate. The Trustee must advise all Members affected by written notice of all details outlined in any amendment.
- **21.5.** Should a Member request to view the Fund's investment strategy the Trustee will comply with this request by the Member.
- **21.6.** The Trustees must also set an investment strategy for one or more reserves of the Fund. Any such investment strategy must be based upon the prudential management of assets of the reserve or such other requirements as laid down in the *Act*.
- **21.7.** The Trustees in their sole discretion may act on the advice of an adviser or a specialist in documenting the Fund's investment strategy so long as the Trustee believes the adviser has adequate credentials to provide such advice.

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The Trustee must invest the assets of the Fund

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

A Member can request the Trustee to invest their account separately or jointly

21.9. A Member or the LPR of the Member may request the Trustees to invest all or part of the amount standing to the credit in the Member's Account separately from other investments held in the Fund however it is in the Trustees sole discretion to accept, subject to conditions, or reject the request from the Member.

Authorised investments

- **21.10.** The Trustee may invest the assets of the Fund as if it were the absolute and beneficial owner of those assets and will exercise such diligence and prudence that an ordinary person would exercise in conducting their own affairs.
- **21.11.** The Trustees may invest in investments both within and outside Australia. The Trustees have the power to apply or invest any moneys required to be invested either alone or in partnership or co-ownership with any other person or persons.
- 21.12. The Trustees may invest in:
 - (a) **Authorised investments**: in any one or more investments as sanctioned by law in any State or Territory of Australia relating to the investment of trust moneys;
 - (b) **Real and Personal property**: in the acquisition of real or personal property or any interest in it including intellectual property rights or privileges in Australia or any other country;
 - (c) **Shares**: in the acquisition of fully or partly paid shares including redeemable, preference or redeemable preference shares, stock debentures, debenture stock bonds, units, securities or obligations or any interest, with or without deferred, restricted, qualified or special rights relating thereto and whether or not there is or is not a liability in respect of any such shares, units, securities or interests, of or in any public proprietary or no liability company, association, firm, mutual fund or unit trust wherever incorporated or formed, whether carrying on business in Australia or in any other country, or in giving any guarantee or otherwise becoming a proprietor of a company limited by guarantee;
 - (d) **Option and rights**: in the acquisition of options, entitlements or rights to any of the securities mentioned in paragraph (c) of this sub-clause;
 - (e) **Deposit**: on fixed deposit or at-call with any bank, savings bank, building society, company, corporation or firm wherever incorporated or situated and wherever carrying on business;
 - (f) **Insurance**: in the acquisition of any policy of assurance or insurance of any kind whatsoever and wherever made;
 - (g) **Loans**: in making loans to any person or company, except to Members or a relative of a Member;
 - (h) **Precious objects**: in the purchase of gold, silver, works of art, coins, stamps, furniture, ornaments, precious objects, jewellery and antiques, or any other similar objects;

- (i) **Commodity** contracts: in the acquisition of foreign currencies, hedging contracts, commodity contracts and also options or futures contracts of any other kind quoted on a recognised stock exchange;
- (j) **Permanent building society**: in the lodgement of moneys with a permanent building society wherever situated, by taking up shares in or depositing funds with:
- (k) **Deferred property**: in the acquisition of any reversionary or deferred property or rights of any description:

Investment manager

21.13. The Trustees may in writing appoint a person (not disqualified from acting as such) as investment manager of the Fund assets for such periods and subject to such conditions as the Trustees may from time to time determine, except the investment manager may not be exempted from or have limited liability for negligence.

21.14. The Trustees:

- (a) may delegate to and confer upon that investment manager such powers, discretions and authorities relating to the investments, sale, getting in and disposal of the Fund assets as the Trustee may think fit:
- (b) will have power, as an expense of the Fund, to pay out of the Fund assets to that investment manager such remuneration for its services as the Trustees considers proper; and
- (c) will have power to remove that investment manager.
- **21.15.** No investment manager appointed by the Trustees will be entitled to take any part in the proceedings or deliberations of the Trustees.
- **21.16.** No delegation of powers and discretions and authorities under this clause, however, will be made in the breach of any of the provisions of the *Act* and in particular must be in accordance with s102 of the *SIS Act*.

Trustee not bound to act personally

21.17. The Trustees are not bound in any case to act personally but is at liberty to employ any person to act as manager, lawyer, accountant, clerk, contractor, workman, or employee or any agent to transact any business. The Trustees may determine the remuneration to be paid and allowed for those services.

Trustee to appoint Auditor

21.18. On establishment of the Fund and in every year of income of the Fund, the Trustees must appoint an Auditor to audit the Fund who must give the Trustees a report in the form required by the *Act*.

22. OPERATION AND ADMINISTRATION

Fund Compliance

22.1. If a Trustees are aware or notified by the Auditor, an adviser to the Fund or the Regulator of the Fund that it may lose its status as a Complying Superannuation Fund the Trustees must:

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- (a) liaise with the Auditor, adviser or Regulator to implement a compliance plan to ensure the Fund's status as a Complying Superannuation Fund will be maintained;
- (b) notify all Members of any action required under the compliance plan; and
- (c) take any such action as required under the compliance plan within a reasonable time frame and before the lodgement of the Fund's next regulatory return.

Fund Insolvency

- **22.2.** If the Trustees are notified by the Auditor or the Fund's actuary or becomes aware the Fund is or may become insolvent, the Trustees must:
 - (a) liaise with the actuary or Auditor to determine a solvency plan to ensure the Fund's solvency, including but not limited to reducing any Members' Accounts or Members' Benefits:
 - (b) notify Members of any action required under the solvency plan; and
 - (c) take such action as is required under the solvency plan prior to the lodgement of the Fund's next regulatory return.

Earnings

- **22.3.** The Trustees will determine the amount of the Fund's Earnings for all or part of a Financial Year.
- **22.4.** The Trustees have sole discretion as to where to allocate Earnings including allocating Earnings to a Member's Accumulation Account, a Member's Pension Account, or a reserve and using Earnings to pay a Benefit or expense of the Fund or any tax imposed upon the Fund.

Taxation

- 22.5. The Trustees must pay all Tax properly assessed to the Trustees.
- **22.6.** The Trustees may in their sole discretion deduct from a Member's Account Tax paid or payable by the Trustees:
 - (a) as a consequence of the receipt by the Trustee of a Contribution for the Benefit of a Member,
 - (b) payable on any income which may be added to a Member's Account, and
 - (c) any Tax which the Trustee believes may be payable as a consequence of a payment given to a Member.
- **22.7.** The Trustee may in their discretion deduct from any account, including a Reserve Account, Tax paid or payable by the Trustee provided that any such deduction will not affect or compromise the Fund's status as a Complying Superannuation Fund.
- **22.8.** If the Trustees receive a refund of Tax the Trustee may allocate the refund to any Member's Account or a Reserve Account as it sees fit provided that this would not affect or compromise the Fund's status as a Complying Superannuation Fund.

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- (a) liaise with the Auditor, adviser or Regulator to implement a compliance plan to ensure the Fund's status as a Complying Superannuation Fund will be maintained;
- (b) notify all Members of any action required under the compliance plan; and
- (c) take any such action as required under the compliance plan within a reasonable time frame and before the lodgement of the Fund's next regulatory return.

Fund Insolvency

- **22.2.** If the Trustees are notified by the Auditor or the Fund's actuary or becomes aware the Fund is or may become insolvent, the Trustees must:
 - (a) liaise with the actuary or Auditor to determine a solvency plan to ensure the Fund's solvency, including but not limited to reducing any Members' Accounts or Members' Benefits;
 - (b) notify Members of any action required under the solvency plan; and
 - (c) take such action as is required under the solvency plan prior to the lodgement of the Fund's next regulatory return.

Earnings

- **22.3.** The Trustees will determine the amount of the Fund's Earnings for all or part of a Financial Year.
- **22.4.** The Trustees have sole discretion as to where to allocate Earnings including allocating Earnings to a Member's Accumulation Account, a Member's Pension Account, or a reserve and using Earnings to pay a Benefit or expense of the Fund or any tax imposed upon the Fund.

Taxation

- **22.5.** The Trustees must pay all Tax properly assessed to the Trustees.
- **22.6.** The Trustees may in their sole discretion deduct from a Member's Account Tax paid or payable by the Trustees:
 - (a) as a consequence of the receipt by the Trustee of a Contribution for the Benefit of a Member,
 - (b) payable on any income which may be added to a Member's Account, and
 - (c) any Tax which the Trustee believes may be payable as a consequence of a payment given to a Member.
- **22.7.** The Trustee may in their discretion deduct from any account, including a Reserve Account, Tax paid or payable by the Trustee provided that any such deduction will not affect or compromise the Fund's status as a Complying Superannuation Fund.
- **22.8.** If the Trustees receive a refund of Tax the Trustee may allocate the refund to any Member's Account or a Reserve Account as it sees fit provided that this would not affect or compromise the Fund's status as a Complying Superannuation Fund.

Annual Accounts

- **22.9.** The Trustees must keep annual accounting records as required by the Act.
- **22.10.** Accounting records are to be kept in such form and supported by any documentation as to enable them to be properly audited.
- **22.11.** The Trustees must in a reasonable time frame after the end of each Financial Year:
 - (a) organize a statement of the Fund's financial position recording all assets and liabilities at the end of that preceding Financial Year;
 - (b) organize an operating statement recording any profit derived or loss incurred by the Fund for that preceding Financial Year (or part year if the Fund was not in existence for a full year);coordinate for these statements and all accounting records of the Fund to be audited by an approved Auditor;
 - (c) arrange for all tax returns and other statements required to be lodged pursuant to the *Act* by the Fund to be lodged as required; and
 - (d) prepare any Member and other statements and reports as required by the Act.
- **22.12.** The Trustees must keep accounts and statements for a minimum period of 5 years after the end of the Financial Year to which they relate.

23. RESERVES

- **23.1.** The Trustees may maintain reserves for specific purposes and applications and may add, deduct and allocate amounts to those Reserve Accounts as it considers appropriate.
- 23.2. The Trustees must formulate and implement a separate investment strategy for any reserve that is consistent with the Fund's investment strategy. Investments must be in accordance with the Fund's investment strategy and with the Trustee's ability to discharge liabilities, either actual or contingent, as and when they fall due.
- **23.3.** No Member or any other person will have any entitlement to any amount in a Reserve Accounts.

24. INSURANCE

The Trustee may establish an insurance plan

24.1. The Trustees may establish and implement an insurance plan for the Benefit of the Fund to enable the Fund to make payments (including the payment of Benefits on a Member's death or disability) to a Member, a Member's Dependant or the LPR of a Member in the event of a Member's death, disablement, illness or otherwise as permitted by the *Act*.

Self Insurance

- **24.2.** The Trustees can elect to self insure and may establish a Reserve:
 - (a) to which such amounts as the Trustees might require will be added for the purpose of self insurance;
 - (b) from which the Trustees may pay amounts required to paid as a consequence of the Trustees self insuring against an event; and

(c) from which amounts no longer required for the purpose of self insurance may be transferred to such other Reserve or to such Member's Account as the Trustees may determine.

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

- **24.3.** The Trustees have absolute discretion as to the application of any insurance proceeds received by the Fund and may allocate the insurance proceeds to any Member's Account or to Reserves held in the Fund.
- **24.4.** No Member nor their LPR nor any other person has any interest in any insurance proceeds that might be received by the Fund.
- **24.5.** If a Benefit would ordinarily include an insured component under a Policy (for example a benefit payable on the Member's death or disablement) but:
 - (a) no amount is paid under that Policy; or
 - (b) the amount paid under the Policy is less than the amount that would ordinarily be payable;

the amount payable to the Member may be adjusted accordingly.

24.6. This clause is:

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

25. CHANGES

Amendment of the Deed or the Rules

- **25.1.** The Trustees may in their absolute discretion amend vary or alter any provision of this Deed or the Rules (in whole or in part) by way of written resolution provided:
 - (a) any change to the Deed will not affect or compromise the Fund's status as a Complying Superannuation Fund and is not in breach of the *Act*;
 - (b) the amendment does not reduce the amount of any Benefit accrued or accruing to a Member as at the date of amendment unless the Member or the LPR of the Member has in writing consented to any such amendment;
 - (c) the amendment does not amend the term of a Pension unless the Member or the LPR of the Member who accepted the term of the Pension has in writing consented to any such amendment;
 - (d) the amendment does not allow a person other than a Constitutional Corporation to be eligible for appointment as a Trustee unless the Rules provide and will continue to provide after the amendment is made that the Fund has as its sole or primary purpose the provision of old age pensions, and
 - (e) the amendment does not allow the sole or primary purpose of the Fund to be a purpose other than the provision of old age pensions unless the Rules provide and will continue to provide after the amendment is made that the Trustee must be a Constitutional Corporation.

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26. GOVERNING LAW

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

27. STATUS OF THE ACT

In every respect, these Rules are subject to the provisions of the *Act*. Any Rule, to the extent that it affects or compromises the Fund's status as a Complying Superannuation Fund, will not apply and will have no force or effect. If there is any inconsistency between the provisions of the *Act* and these Rules, the provisions of the *Act* will prevail. Provided there is no inconsistency between the provisions of these Rules and the *Act*, any authority or discretion given to the Trustee by the *Act* will be incorporated into these Rules as if it were a Rule.

28. TERMINATION OF THE FUND

- 28.1. The Fund will be terminated on the first to occur of the following:
 - (a) the Trustees resolve that the Fund should be wound up and terminated:
 - (b) the Fund must be wound up for any purposes under the Act;
 - (c) the Fund ceases to have Members:
 - (d) the Regulator requires that the Fund be wound up; or
 - (e) the Trustee's office becomes vacant and no new Trustee is appointed within ninety (90) days.
- **28.2.** The Trustees will on the Termination Date deal with the Fund in the following order:
 - (a) dispose of any assets in the Fund in order to have sufficient cash with which to meet any debts and liabilities the Fund may have incurred. The Trustees have discretion to determine which of the Fund's assets are to be disposed;
 - (b) pay out any outstanding debts and liabilities of the Fund;
 - (c) pay out any Benefits due by the Fund to the Members. The Trustees retain sole discretion as to how these amounts will be paid;
 - (d) transfer or rollover amounts standing to the credit of remaining Member's Accounts as if the Members had been expelled under rule 16.2; and
 - (e) determine to whom any Benefits are to be paid including former Members, trusts that former Members were beneficiaries of, the LPR of former Members or any other person. The Trustees will retain sole discretion as to where and how those Benefits are to be paid and must ensure that the payment complies with the Act.

29. TRANSFERS TO AND FROM OTHER FUNDS

29.1. Transfers from other Funds

Subject to the *Act*, the Trustees may accept into the Fund an amount or asset in respect of a Member or prospective Member that is transferred from another Benefit Arrangement.

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29.2. Transfers to Other Funds

- (a) The Trustees may transfer the whole or part of any amount held in the Fund in respect of a Member to another Benefit Arrangement.
- (b) The Trustees may make such a transfer without the Member's consent where the *Act* permits (including to a Successor Fund or an Eligible Rollover Fund).
- (c) The Trustees may make such enquiries as it considers appropriate to satisfy itself that the Benefit Arrangement complies with the requirements of the *Act* (or in the case of a retirement savings account, the *Retirement Savings Account Act 1997* (Cth)) and that any Preserved Benefits must continue to be preserved in accordance with the requirements of the *Act*.

A transfer of an amount under this clause 29 is a complete discharge to the Trustees in relation to any liability to the Member or any person claiming through the Member in relation to the amount transferred

30. INTERPRETATION

- **30.1.** In the Deed and the Rules unless the contrary intention appears or can be reasonably implied from the context:
 - (a) The singular includes the plural and vice versa.
 - (b) A reference to one gender includes a reference to all other genders.
 - (c) Headings of clauses are included for the sake of convenience only and will not affect the interpretation of the clauses to which they relate.
 - (d) References to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
 - (e) The words "including", "includes", "such as" and "for example" should be read as if followed by the words "without limitation".
 - (f) The word person means and includes a natural person, a company, a firm or any other legal entity whether acting as a trustee or not.
 - (g) A reference to 'interest', 'earnings' or 'investment returns' or such other similar term can refer to either positive or negative 'interest', 'earnings' or 'investment returns'.
 - (h) If an expression is defined in the *Act*, but is not defined in this Deed, then that expression will have the meaning given to it in the *Act*.
 - (i) The Deed will bind each party's legal personal representatives, successors and assigns.
 - (j) When a party comprises two or more person the rights and obligations of such persons pursuant to this Deed will enure for the benefit of and bind all of them jointly and each of them severally.

Deed

MINUTES OF TRUSTEE MEETING

Amendment of Trust Deed

The Harper Family Superannuation Fund

Attended by the Directors of **D. Harper Investments Pty Ltd ACN 081 139 997** as Trustee for **The Harper Family Superannuation Fund** ("the Trustee").

Held at:

53 Browne Street, New Farm QLD 4005

Date:

8,8,10

Present:

David Harper

Elizabeth Gaye Harper Seth David Harper

Chairperson:

EUZABETH HARBER

was appointed Chairperson of the meeting.

Quorum:

The Chairperson noted that a quorum was present at the Trustee

Meeting to pass the proposed resolution.

Amendment of

Deed:

The Chairperson tabled an Amendment Deed ("the Deed").

Trustee Resolutions:

 $\ensuremath{\mathsf{IT}}$ $\ensuremath{\mathsf{WAS}}$ $\ensuremath{\mathsf{RESOLVED}}$ to adopt the amendments to the trust Deed as

contained in the Deed of Amendment by execution of the Deed.

Meeting Closed:

There being no further business the meeting was declared closed.

Confirmed as a true and correct record.

Chairperson

BINDING DEATH BENEFIT NOMINATION

The Harper Family Superannuation Fund

I, Elizabeth Gaye Harper of 53 Browne Street, New Farm QLD 4005 as a Member of the Fund, hereby notify the Trustee of whom to pay my benefits in the Fund to, on or after my death.

Name of Beneficiary	Relationship	% of Benefit
DAVIO HARPER	HUSBAND	/00
Total		100%

I understand that:

- I can amend or revoke this Binding Death Benefit Nomination ('Nomination') at any time by lodging a new signed and dated Nomination to the Trustee where this Nomination revokes any previous notice;
- unless amended or withdrawn earlier, this Nomination is binding on the Trustee for an indefinite term unless the Member has stipulated otherwise;
- this Nomination is deemed invalid if completed incorrectly; and
- I have nominated persons who are "dependants" as outlined in the Fund's death benefit policy and if otherwise as not "dependants", the Trustee will assume discretion for any Benefits payable.

I acknowledge that I have received information from the Trustee that explains my rights to direct the Trustee to pay my death Benefit in accordance with this Nomination.

Ellen	8,8,10
Elizabeth Gaye Harper	Date
Witness Declaration	
We declare that we are aged 18 years or more, not listed as benef Nomination was signed by the Member in our presence.	ficiaries above and this
lugla	8 8 10
Signature of Witness 1	Date
19Blyth	8,8,10
Signature of Witness 2	Date

BINDING DEATH BENEFIT NOMINATION

The Harper Family Superannuation Fund

I, **Seth David Harper** of **3 Monarch Avenue**, **Upper Coomera QLD 4209** as a Member of the Fund, hereby notify the Trustee of whom to pay my benefits in the Fund to, on or after my death.

Name of Beneficiary	Relationship	% of Benefit
SEBASTIAN FREDERICK HARPER	SON	100
Total		100%

I understand that:

- I can amend or revoke this Binding Death Benefit Nomination ('Nomination') at any time by lodging a new signed and dated Nomination to the Trustee where this Nomination revokes any previous notice;
- unless amended or withdrawn earlier, this Nomination is binding on the Trustee for an indefinite term unless the Member has stipulated otherwise;
- this Nomination is deemed invalid if completed incorrectly; and
- I have nominated persons who are "dependents" as outlined in the Fund's death benefit policy and if otherwise as not "dependents", the Trustee will assume discretion for any Benefits payable.

I acknowledge that I have received information from the Trustee that explains my rights to direct the Trustee that pay my death Benefit in accordance with this Nomination.

	8 ,8 ,10
Seth David Harper	Date
Witness Declaration	
We declare that we are aged 18 years or more, not listed a Nomination was signed by the Member in our presence.	as beneficiaries above and this
Lugla	8 8 10
Signature of Witness 1	Date
MBGK	8 / 8 / 10
Signature of Witness 2	Date

BINDING DEATH BENEFIT NOMINATION

The Harper Family Superannuation Fund

I, **David Harper** of **53 Browne Street, New Farm QLD 4005** as a Member of the Fund, hereby notify the Trustee of whom to pay my benefits in the Fund to, on or after my death.

Name of Beneficiary	Relationship	% of Benefit
EURABEM HARPER	WIFE	100
Total		100%

I understand that:

- I can amend or revoke this Binding Death Benefit Nomination ('Nomination') at any time by lodging a new signed and dated Nomination to the Trustee where this Nomination revokes any previous notice;
- unless amended or withdrawn earlier, this Nomination is binding on the Trustee for an indefinite term unless the Member has stipulated otherwise;
- this Nomination is deemed invalid if completed incorrectly; and
- I have nominated persons who are "dependents" as outlined in the Fund's death benefit policy and if otherwise as not "dependents", the Trustee will assume discretion for any Benefits payable.

I acknowledge that I have received information from the Trustee that explains my rights to direct the Trustee to pay my death Benefit in accordance with this Nomination.

Hay	8,8,10
David Harper	Date

Witness Declaration

We declare that we are aged 18 years or more, not listed as beneficiaries above and this Nomination was signed by the Member in our presence.

Juy len	8 1 8 110
Signature of Witness 1	Date
166 H	8,8,10
Signature of Witness 2	Date

THE BAG MAN UNLIMITED PTY LTD

D. HARPER INVESTMENTS PTY LTD

THE HARPER FAMILY SUPERANNUATION FUND TRUST DEED

CORRS CHAMBERS WESTGARTH

SOLICITORS
Waterfront Place
1 Eagle Street
Brisbane Queensland 4000
AUSTRALIA

Telephone (07) 3228 9333 Facsimile (07) 3228 9444 DX 135 Brisbane 16/2/98

BETWEEN THE BAG MAN UNLIMITED PTY LTD ACN 080 338 638 of 4/439 Gympie Road, Strathpine, Queensland ("Principal Employer")

AND D. HARPER INVESTMENTS PTY LTD ACN 081 139 997 of 4/439 Gympie Road, Strathpine, Queensland ("Trustee").

RECITALS

- A The Principal Employer wishes to establish an indefinitely continuing superannuation fund ("Fund") to provide retirement and ancillary benefits for employees of the Principal Employer.
- B The Trustee agrees to act as trustee of the Fund and intends that its execution of this Deed constitutes its written consent to act.

OPERATIVE PROVISIONS

1 NAME OF FUND

The name of the Fund is THE HARPER FAMILY SUPERANNUATION FUND.

2 CONSTITUTION OF TRUST

2.1 Commencement of Deed

The terms of this Deed commence on its execution.

2.2 Constitution on acceptance of contribution

The Fund is constituted as a trust fund to be held by the Trustee under and in accordance with the terms of this Deed on the payment to and acceptance by the Trustee of a contribution made for the purposes of the Fund.

3 DECLARATION OF TRUST

The Trustee declares that it will hold on the trusts set out in this Deed:

- (a) any contributions paid to and accepted by it for the purposes of the Fund; and
- (b) any property acquired by it on the investment of contributions made to the Fund.

4 RULES

4.1 Definition

"Rules" means the Rules annexed to this Deed as amended from time to time.

4.2 Effect of Rules

The Rules have effect as if set out in this Deed.

4.3 Administration of Fund

The Fund must be administered in accordance with the Rules.

4.4 Replacement of Trustee

The Trustee may be removed and a new trustee appointed in accordance with the Rules.

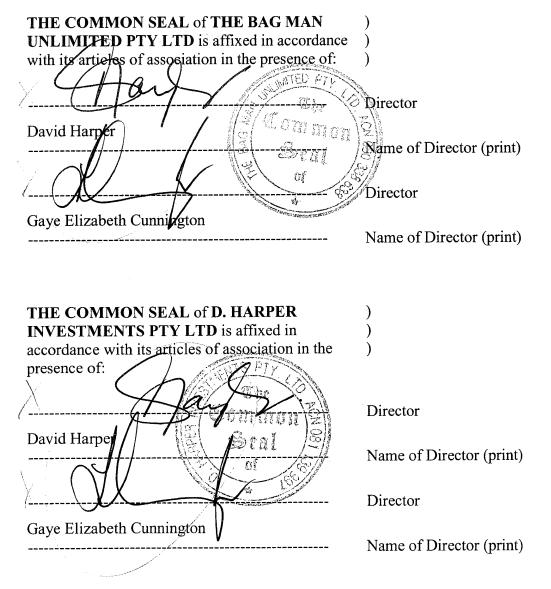
4.5 Amendment

This Deed may be amended in accordance with the Rules.

5 PROPER LAW

The rights, liabilities and obligations inter se of the Trustee, the Employers and the Members under this Deed shall be governed by the law of the State of Queensland and any proceedings to enforce such rights, liabilities or obligations may be taken in the courts of that State.

EXECUTED as a Deed.



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RULES

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the interpretation of this Deed, the following words and phrases have the following meanings, unless the context otherwise requires:

- "Act" means the Superannuation Industry (Supervision) Act 1993.
- "Administrator" means any administrator appointed by the Trustee pursuant to Rule 8.4.
- "Annuity" has the meaning assigned to that expression in section 10 of the Act.
- "Approved Auditor" has the meaning assigned to that expression in section 10 of the Act.
- "Approved Deposit Fund" has the meaning assigned to that expression in section 10 of the Act.
- "Assets of the Fund" means cash, Authorised Investments and other property held by the Trustee upon the trusts of this Deed.
- "Associated Employer" means any employer admitted to the Fund pursuant to Rule 9.1.
- "Auditor" means an Approved Auditor appointed pursuant to Rule 11.1 to perform the functions of the Auditor of the Fund.
- "Authorised Investments" means the investments more particularly described in Rule 6.3(b) and any of them.
- "Benefit" means any amount paid or payable pursuant to this Deed to or in respect of a Member.
- "Child" in relation to a person, includes an adopted child, a step child and an ex nuptial child of the person.
- "Civil Penalty Order" has the meaning assigned to that expression in section 10 of the Act
- "Constitutional Corporation" has the meaning assigned to that expression in section 10 of the Act.
- "Deed" or "this Deed" means the trust deed constituting the Fund as amended from time to time and includes the Rules and schedules to the Rules.
- "Deferred Annuity" has the meaning assigned to that expression in Regulation 5.01.
- "Dependant" means the Spouse of a Member or deceased Member and any Child of a Member and any person who in the opinion of the Trustee is at the relevant time wholly or partially financially dependent on the Member.

- "Disqualified Person" has the meaning assigned to that expression in relation to an individual or a body corporate in section 120 of the Act.
- "Eligible Person" means any person who is eligible under the Operational Standards to join and remain a member of a Regulated Superannuation Fund.
- "Eligible Rollover Fund" has the meaning assigned to that expression in section 242 of the Act.

"Employee" means a person who:

- (a) is in the employment of an Employer whether on a full-time, part-time or casual basis; or
- (b) is classified by the Employer as an Employee for the purposes of the Fund,

and where the Employer is a corporation includes a director, manager or secretary of the corporation.

- "Employer" means collectively the Principal Employer and any Associated Employer and in relation to a particular Employee or Member means the employer of that Employee or Member.
- "Employer Ordinary Contribution" means a contribution made for a Member by an Employer which is not an Employer Vested Contribution.
- "Employer Vested Contribution" means a contribution made for a Member by an Employer:
- in or towards satisfaction of the Employer's obligations under an agreement certified or an award made on or after 1 July 1986 by an industrial authority;
- (b) for the purpose of ensuring the Employer does not have any liability under the Superannuation Guarantee Charge Act 1992, or as a shortfall component as defined in the Superannuation Guarantee (Administration) Act 1992;
- (c) where the Employer agrees that the contribution is fully vested.
- "Entitlement" means the amount which a person is entitled to receive from a Superannuation Fund, Approved Deposit Fund or as the surrender value of an Annuity.
- "Financial Year" means each successive period of 12 months commencing on 1 July and ending on the following 30 June, or any part of such a period that may occur at the commencement or termination of the Fund.
- "Fund" means the indefinitely continuing superannuation trust fund constituted by this Deed.
- "General Account" means the account kept pursuant to Rule 4.1.
- "Insurance and Superannuation Commissioner" means the person appointed to act as the Insurance and Superannuation Commissioner under the Insurance and Superannuation Commissioner Act 1987.

- "Investment Manager" means any investment manager appointed by the Trustee pursuant to Rule 8.3.
- "Legal Personal Representative" means the executor or administrator of the estate of a deceased Member.
- "Life Insurance Company" has the meaning assigned to that expression in section 10 of the Act.
- "Member" means an Employee who has:
- (a) been accepted for membership of the Fund; and
- (b) not ceased to be a Member.
- "Member Accounts" means in relation to the Members or any of them, any or all of the Ordinary Employer Account, Vested Employer Account and Members Account kept for the Members or for that Member.
- "Members Account" means the account kept for a Member pursuant to Rule 4.4.
- "Nominated Dependant" means a Dependant nominated by the Member to the Trustee for the purposes of Rule 5.8.
- "Operational Standards" means the Prescribed Standards and any other circulars, rulings, guidelines and other instruments published from time to time by the Insurance and Superannuation Commissioner or the Commissioner of Taxation or announced by the Treasurer of the Commonwealth of Australia prescribing or explaining operating standards for Superannuation Funds.
- "Ordinary Employer Account" means the account kept for a Member pursuant to Rule 4.3.
- "Pension" has the meaning assigned to that expression in section 10 of the Act.
- "Prescribed Period" means in respect of any matter or thing required to be done by this Deed the period in which that matter or thing is required to be done under the Act or the Regulations.
- "Prescribed Standard" means any requirement prescribed under the Act or the Regulations which is applicable to the Fund.

"Preserved Benefit" means:

- (a) the amount of a Benefit or Entitlement or part of a Benefit or Entitlement; or
- (b) the balance or part of the balance standing to the credit of the Member Accounts of a Member who has not become entitled to a Benefit,

which comprises the amount of the Member's preserved benefits for the purposes of the Regulations, and which has not become unrestricted non-preserved benefits under the Regulations.

"Principal Employer" means:

- (a) the Principal Employer which is a party to the Deed establishing the Fund; or
- (b) any person which agrees to assume the role of the Principal Employer under this Deed in accordance with **Rule 9.4**.

"Registered Organisation" has the meaning assigned to that expression in section 10 of the Act.

"Regulated Superannuation Fund" has the meaning assigned to that expression in section 19 of the Act.

"Regulation" or "the Regulations" means the regulations issued from time to time pursuant to the Act.

"Reserve Account" means the account kept pursuant to Rule 4.6.

"Retire" means:

- (a) in relation to a Member who has attained age 55:
 - (i) the Member ceases Service; and
 - (ii) the Trustee is reasonably satisfied that the Member intends never to again become gainfully employed, either on a full-time or part-time basis;
- (b) in relation to a Member who has attained age 60, the Member ceases Service,

and "Retires" and "Retired" have corresponding meanings.

"Service" means service as an Employee of an Employer and includes service as a full-time or part-time salaried director of an Employer and such other categories of service as an Employer may from time to time specify in writing to the Trustee in respect of a Member. The transfer of a Member from Service with one Employer to Service with another Employer is not construed a cessation of the Member's Service for the purposes of this Deed.

"Significant Adverse Effect" in respect of an event has the meaning assigned to that expression in section 106(2) of the Act.

"Spouse" in relation to a person, includes another person who, although not legally married to the person, lives with the person on a genuine domestic basis as the husband or wife of the person.

"Superannuation Fund" has the meaning assigned to that expression in section 10 of the Act.

"Tax" includes any income tax (including without limitation any capital gains tax on the disposal of any of the Assets of the Fund), surcharge, withholding tax, stamp duty, financial institutions duty, registration and other duties, bank accounts debits tax and other taxes, levies, imposts, deductions and charges whatsoever (including in respect of any duty imposed on receipts or liabilities of financial institutions, any amounts paid to another financial institution) together with interest on them, penalties with respect to them and charges, fees or other amounts paid on or in respect of them.

"Tax Reserve Account" means the account kept pursuant to Rule 4.5.

"Total Account Balance" means in relation to a Member, the sum at the date of calculation of the balances in the Member's:

- (a) Members Account;
- (b) Vested Employer Account; and
- (c) Employer Ordinary Account.

"Total and Permanent Disablement" means in relation to a Member:

- (a) where the Benefit payable on total and permanent disablement is insured, the definition of total and permanent disablement or a corresponding term in the policy of insurance; or
- (b) otherwise, ill-health, whether physical or mental, such that the Trustee is satisfied that the Member is unlikely because of the ill-health ever again to engage in gainful employment for which the Member is reasonably qualified by education, training or experience.

"Trustee" means the Trustee for the time being of the Fund.

"Vested Employer Account" means an account kept for a Member pursuant to Rule 4.2.

1.2 Interpretation

In this Deed, unless the context indicates otherwise:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing gender include other genders;
- references to a person include references to a firm, body corporate, association, government or governmental authority;
- (d) references to statutes or regulations (including any provision of a statute or regulation) include all statutes or regulations amending, consolidating or replacing them;
- (e) headings are for convenience only and do not affect the interpretation of this Deed.

1.3 Compliance with Operational Standards

- (a) The Trustee may comply with any Operational Standard, notwithstanding that:
 - (i) compliance with the standard conflicts with an express provision of this Deed: and
 - (ii) the standard is not required under the Act or otherwise to be included in this Deed.

- (b) The Trustee is not taken to have committed any breach of trust by virtue of any act or thing done to comply with the Operational Standards.
- (c) Where the Trustee must comply with a Prescribed Standard within a Prescribed Period, the Trustee does not commit a breach of trust merely by failing to comply with the Prescribed Standard within the Prescribed Period.

1.4 Severance

- (a) If any provision of this Deed is void or voidable or unenforceable or illegal, but would not be void or voidable or unenforceable or illegal if it were read-down and it is capable of being read-down, it shall be read-down accordingly.
- (b) If notwithstanding Rule 1.4(a) a provision of this Deed is void or voidable or unenforceable or illegal:
 - (i) if the provision would not be void or voidable or unenforceable or illegal if a word or words were omitted, that word or those words are severed; and
 - (ii) in any other case, the whole provision is severed,

and the remainder of this Deed has full force and effect.

2 MEMBERSHIP

2.1 Eligibility

Any Employee invited by an Employer to become a Member, and who satisfies any conditions prescribed by the Principal Employer, can apply to the Trustee to become a Member.

2.2 Application for membership

- (a) The form of an application for membership of the Fund shall be as set out in the First Schedule or to the effect of that form with such variations as the Trustee from time to time prescribes.
- (b) An Employer must deliver an application for membership to the Trustee when received by that Employer.

2.3 Admission to membership

- (a) Upon receipt of a completed application and any other information requested by the Trustee, the Trustee may, subject to **Rule 2.3(b)**:
 - (i) accept or reject the application without giving any reason;
 - (ii) impose conditions on an applicant's admission and rights and duties as a Member;
 - (iii) impose conditions on Benefits;
 - (iv) at any time remove or vary all or any conditions imposed.

(b) The Trustee must reject an application unless the applicant is an Eligible Person.

2.4 Date of admission

- (a) An Employee becomes a Member on the date of acceptance by the Trustee of the Member's application or on such other date specified by the Employer. The date specified must not be a date prior to the date on which the Employee's Service commenced.
- (b) If the Employer specifies that an Employee's membership is to commence on a date prior to the acceptance of the Employee's application, the Employee will on acceptance of the application be deemed for the purposes of this Deed to have become a Member on the date specified by the Employer.

2.5 Category of membership

- (a) The Employer must specify in an Employee's application form that the Employee is eligible to join the Fund as a Category A Member or Category B Member.
- (b) On acceptance by the Trustee of an Employee's application for membership, the Employee shall be admitted to the category specified in the application.
- (c) The Employer:
 - may, in its discretion or at the request of a Member, by notice in writing to the Trustee alter a Member's category;
 - (ii) must not alter a Member's category where the alteration would increase the Member's obligation to contribute to the Fund, unless the Member consents to the alteration in writing.

2.6 Notice of acceptance

Upon acceptance of the application for membership, the Trustee must as soon as practicable afterwards:

- (a) confirm to the Employer that its Employee has been accepted to the Fund; and
- (b) notify the Member in writing of the Member's acceptance to the Fund detailing:
 - (i) the date of acceptance; and
 - (ii) such other information, statements or reports as the Operational Standards require to be provided to the Member.

2.7 Members bound

Each Member is deemed by virtue of the Member's application for membership to have consented to be bound by this Deed.

2.8 Members to provide information

(a) A Member must:

- (i) promptly give any information requested by the Trustee in connection with the Fund;
- submit to any medical examinations or give any other information as required by the Trustee for the purposes of **Rule 6.4(d)**;
- (iii) without being requested by the Trustee promptly notify the Trustee in writing of any occurrence which may affect the Member's membership or eligibility to contribute to the Fund.
- (b) If a Member fails to comply with **Rule 2.8(a)** the Trustee may refuse to accept contributions for that Member or withhold any Benefit payable to that Member until the Member complies.

2.9 Transfer from another fund

- (a) The Trustee may make arrangements with:
 - (i) any Member;
 - (ii) any previous employer of the Member;
 - (iii) the trustee or administrator of any Regulated Superannuation Fund or Approved Deposit Fund of which the Member was or is a member;
 - (iv) any Life Insurance Company or Registered Organisation which has issued a policy of insurance in respect of the Member or which is or was paying an Annuity to the Member,

in relation to the transfer or rollover to the Fund of any Entitlement of the Member or any other matter that the Trustee considers incidental to or consequent on the Member's membership of the Fund.

- (b) The Trustee must not give effect to an arrangement made with a person referred to in **Rule 2.9(a)(ii)**, (iii) or (iv) in relation to the transfer or rollover to the Fund of an Entitlement of the Member, unless it is satisfied that the Member gave written consent to the transfer or rollover of the Entitlement or that the Member's written consent is not required under the Operational Standards.
- Subject to any arrangement made pursuant to Rule 2.9(a), the Trustee must determine the value of any payment, assignment or transfer of assets for the benefit of the Member and credit the value so determined to such of the Member Accounts of that Member as the Trustee determines.

2.10 Transfer to another fund

- (a) The Trustee may, at the written request of a Member or a Member's Employer, pay to:
 - (i) the trustee or administrator of a Regulated Superannuation Fund or Approved Deposit Fund of which the Member is or proposes to become a member; or

(ii) a Life Insurance Company or Registered Organisation which has issued or proposes to issue a policy of insurance in respect of the Member or proposes to pay an Annuity to the Member,

an amount which the Trustee determines is equal to the value of the Benefit which has accrued to the Member or part of the Benefit, instead of part or all of any Benefit to which the Member is or may become entitled.

- (b) The Trustee must not pay any amount pursuant to **Rule 2.10(a)** at the request of a Member's Employer unless:
 - (i) the Trustee has received the Member's written consent to the payment; or
 - (ii) the Member's written consent is not required under the Operational Standards.
- (c) The Trustee may pay an amount under **Rule 2.10(a)** by transfer of any of the Assets of the Fund. Any expenses associated with the transfer, including (but not limited to) stamp duty, brokerage fees and commission, must be paid by the Member or deducted from the amount to be transferred.
- (d) The receipt of the trustee or administrator of the Regulated Superannuation Fund or Approved Deposit Fund or the Life Insurance Company or Registered Organisation to which an amount has been paid pursuant to **Rule 2.10(a)** is a sufficient discharge to the Trustee, and neither the Trustee nor the Employer is in any way responsible or liable for the payment or disposal of the amount paid.

2.11 Temporary absence from Service

- (a) Where the Trustee is satisfied that a Member absent from Service is likely to return to Service, the Trustee may make arrangements with the Member and the Employer in relation to the continuation of the Member's membership of the Fund.
- (b) Any arrangements made under **Rule 2.11(a)** must comply with the Operational Standards.

2.12 Cessation of membership

A person ceases to be a Member on any of the following occurring:

- (a) the full amount of the Benefit payable to the Member is paid;
- (b) the Member's Total Account Balance is transferred under Rule 2.10;
- (c) the Member's Benefit is dealt with in accordance with **Rule 5.14**.

3 CONTRIBUTIONS

3.1 Member contributions

(a) A Member must contribute to the Fund at the rate (if any) the Employer and the Member agree upon from time to time.

(b) A Member's contributions will be deducted from time to time by the Employer from the Member's remuneration, unless the Member and the Employer agree otherwise or the law does not so allow. The Employer must pay the deducted contributions to the Trustee within the Prescribed Period, but otherwise in the manner and at the times agreed between the Employer and the Trustee.

3.2 Employer contributions

- (a) An Employer must contribute to the Fund for each Member employed by it at the rate agreed upon between the Employer and the Trustee from time to time for that Member.
- (b) An Employer's contributions must be paid in the manner and at the times agreed upon between the Employer and the Trustee.
- (c) An Employer may at any time and from time to time by notice in writing to the Trustee suspend payment of or reduce future contributions payable by the Employer in respect of any Member or Members.
- (d) An Employer may with the approval of the Trustee make additional contributions for a Member.

3.3 Contributions paid to Administrator

- (a) An Employer, or a Member with the Employer's consent, may pay a contribution direct to an Administrator or Investment Manager, or to a Life Insurance Company or other similar body to which the Trustee has delegated the function of receiving contributions for the credit of the Fund.
- (b) An Employer must notify the Trustee, in any form prescribed by the Trustee, that any contributions paid in the manner authorised in **Rule 3.3(a)** have been or will be made to the body to which the contributions are paid.
- Payment of contributions in accordance with **Rule 3.3(a)** and **(b)** is deemed to be payment to the Trustee and payment by the Trustee to the body to which the contribution is paid, but contributions paid in accordance with **Rule 3.3(a)** are not deemed to have been paid to the Trustee unless the Employer has notified the Trustee in accordance with **Rule 3.3(b)**.

3.4 Form of contributions

A contribution may be paid by cash or assignment or transfer of ownership of any benefits or assets (including policies of insurance) which are Authorised Investments. Where any contribution is paid by assignment or transfer of ownership of any benefits or assets, the Employer or Member paying the contribution is responsible for all stamp duty, brokerage fees, commission and other costs, charges and expenses in respect of the assignment or transfer.

3.5 Restrictions on contributions

The Trustee may accept contributions for a Member only if the contributions may be accepted under the Operational Standards.

3.6 Discretion to refuse contributions

The Trustee may refuse to accept all or any part of any contribution from any person without giving any reason.

3.7 Cessation of contributions

Contributions must cease to be made for a Member when the Member:

- (a) becomes entitled to be paid a Benefit;
- (b) ceases to be a Member; or
- (c) attains an age at which the Operational Standards require that contributions cease to be made for the Member.

4 ESTABLISHMENT OF ACCOUNTS

4.1 General Account

- (a) The Trustee may keep a General Account for the Fund.
- (b) The Trustee may credit to the General Account:
 - (i) all interest, dividends and other income earned on the investment of the Assets of the Fund;
 - (ii) any commissions or emoluments received by the Trustee on the investment of the Assets of the Fund or otherwise in respect of the Assets of the Fund generally;
 - (iii) realised capital gains;
 - (iv) gains arising on a revaluation on any Assets of the Fund allocated to the General Account:
 - (v) any amount allocated to the General Account from the Tax Reserve Account.
- (c) The Trustee may debit to the General Account:
 - (i) any loss on the disposal of any Assets of the Fund;
 - (ii) such proportion as the Trustee determines of the expenses incurred in the administration of the Fund;
 - (iii) such proportion as the Trustee determines of premiums payable on any policy of life, disability or accident insurance taken out for the Members or any of them;
 - (iv) such proportion as the Trustee determines of the amount of any Tax which the Trustee determines is payable from the Fund;
 - (v) losses arising on a revaluation of any Assets of the Fund allocated to the General Account.

4.2 Vested Employer Account

- (a) The Trustee may keep a Vested Employer Account for each Member.
- (b) The Trustee may credit to a Member's Vested Employer Account:
 - (i) any Employer Vested Contributions made in respect of the Member;
 - (ii) any part of the value of any payment, assignment or transfer to the Fund in respect of the Member pursuant to **Rule 2.9** which the Trustee determines to credit to the Vested Employer Account;
 - (iii) net earnings of the Fund allotted to the Vested Employer Account;
 - (iv) any amounts allocated to the Vested Employer Account from the Tax Reserve Account:
 - (v) gains arising on a revaluation of any Assets of the Fund allocated to the Vested Employer Account.
- (c) The Trustee may debit to a Member's Vested Employer Account:
 - (i) any Benefit or part of a Benefit paid from the Vested Employer Account in respect of the Member;
 - (ii) any amount transferred from the Vested Employer Account pursuant to Rule 2.10:
 - (iii) any negative net earnings of the Fund allotted to the Vested Employer Account;
 - (iv) losses arising on a revaluation of any Assets of the Fund allocated to the Vested Employer Account;
 - (v) such proportion as the Trustee determines of the amount of any Tax which the Trustee determines is payable from the Fund;
 - (vi) such proportion as the Trustee determines of the expenses incurred in the administration of the Fund;
 - (vii) such proportion as the Trustee determines of premiums payable on any policy of life, disability or accident insurance taken out for the Members or any of them.

4.3 Ordinary Employer Account

- (a) The Trustee may keep an Ordinary Employer Account for each Member.
- (b) The Trustee may credit to a Member's Ordinary Employer Account:
 - (i) any Employer Ordinary Contributions made in respect of the Member;

- (ii) any part of the value of any payment, assignment or transfer to the Fund in respect of the Member pursuant to **Rule 2.9** which the Trustee determines to credit to the Ordinary Employer Account;
- (iii) net earnings of the Fund allotted to the Ordinary Employer Account;
- (iv) any amounts allocated to the Ordinary Employer Account from the Tax Reserve Account;
- (v) gains arising on a revaluation of any Assets of the Fund allocated to the Ordinary Employer Account.
- (c) The Trustee may debit to a Member's Ordinary Employer Account:
 - (i) any Benefit or part of a Benefit paid from the Ordinary Employer Account in respect of the Member;
 - (ii) any amount transferred from the Ordinary Employer Account pursuant to **Rule 2.10**;
 - (iii) any negative net earnings of the Fund allotted to the Ordinary Employer Account;
 - (iv) losses arising on a revaluation of any Assets of the Fund allocated to the Ordinary Employer Account;
 - (v) such proportion as the Trustee determines of the amount of any Tax which the Trustee determines is payable from the Fund;
 - (vi) such proportion as the Trustee determines of the expenses incurred in the administration of the Fund;
 - (vii) such proportion as the Trustee determines of premiums payable on any policy of life, disability or accident insurance taken out for the Members or any of them.

4.4 Members Account

- (a) The Trustee may keep a Members Account for each Member.
- (b) The Trustee may credit to a Member's Members Account:
 - (i) any contributions made by the Member;
 - (ii) any part of the value of any payment, assignment or transfer to the Fund in respect of a Member pursuant to **Rule 2.9** which the Trustee determines to credit to the Members Account;
 - (iii) the proceeds of any policy of life, disability or accident insurance paid in respect of the Member;
 - (iv) net earnings of the Fund allotted to the Members Account;

- (v) any amounts allocated to the Members Account from the Tax Reserve Account;
- (vi) gains arising on a revaluation of any Assets of the Fund allocated to the Members Account;
- (vii) any other moneys received by the Trustee in respect of the Member and not otherwise credited.
- (c) The Trustee may debit to a Member's Members Account:
 - (i) any Benefit or part of a Benefit paid from the Members Account in respect of the Member;
 - (ii) any amount transferred from the Members Account pursuant to **Rule 2.10**;
 - (iii) any negative net earnings of the Fund allotted to the Members Account;
 - (iv) losses arising on a revaluation of any Assets of the Fund allocated to the Members Account;
 - (v) such proportion as the Trustee determines of the amount of any Tax which the Trustee determines is payable from the Fund;
 - (vi) such proportion as the Trustee determines of the expenses incurred in the administration of the Fund;
 - (vii) such proportion as the Trustee determines of premiums payable on any policy of life, disability or accident insurance taken out in respect of the Members or any of them.

4.5 Tax Reserve Account

- (a) The Trustee may keep a Tax Reserve Account for the purpose of making provision for any Tax assessed as payable from the Fund.
- (b) The Trustee may credit to the Tax Reserve Account:
 - (i) amounts debited to the General Account and Member Accounts as provision for Tax;
 - (ii) any refund of Tax paid.
- (c) The Trustee may debit to the Tax Reserve Account:
 - (i) any Tax paid;
 - (ii) any amounts allocated to the General Account, the Reserve Account or Member Accounts pursuant to **Rule 4.5(d)**.
- (d) The Trustee may after payment of Tax allocate any balance in the Tax Reserve Account to any of:

- (i) the General Account;
- (ii) the Reserve Account;
- (iii) Member Accounts, in proportions determined by the Trustee.

4.6 Reserve Account

- (a) The Trustee may keep a Reserve Account to stabilise Fund Earning Rates from year to year and for such other purposes as the Trustee determines in accordance with **Rule 7.8(f)**.
- (b) The Trustee may credit to the Reserve Account:
 - (i) any amounts allocated from the General Account on allotment of net earnings of the Fund;
 - (ii) any balance remaining in a Member's Ordinary Employer Account after payment of the Member's Benefit;
 - (iii) gains arising on a revaluation of any Assets of the Fund allocated to the Reserve Account; and
 - (iv) any other amounts which may be credited to the Reserve Account under this Deed.
- (c) The Trustee may debit to the Reserve Account:
 - (i) amounts allocated to Member Accounts on allotment of net earnings of the Fund;
 - (ii) any expenses payable from the Fund;
 - (iii) any other amount which the Trustee applies for a purpose permitted under the Operational Standards as a proper use of a Reserve Account;
 - (iv) losses arising on a revaluation of any Assets of the Fund allocated to the Reserve Account.

4.7 Calculation of net earnings

- (a) The Trustee:
 - (i) shall as at the end of each Financial Year;
 - (ii) may as at such other times as the Trustee determines,

calculate the net earnings of the Fund for the period since the last calculation was made, in accordance with Rule 4.7(b).

- (b) The Trustee must take into account the following matters in calculating net earnings of the Fund for a period:
 - (i) the net investment return on the Assets of the Fund for the period;

- (ii) any unpaid expenses;
- (iii) any balance standing to the credit of the Reserve Account;
- (iv) any other matters the Trustee is required to have regard to under the Operational Standards;
- (v) any other matters the Trustee considers relevant and are not inconsistent with the Operational Standards.
- (c) Where the Trustee offers Members a choice of investment strategies, the Trustee must calculate the net earnings attributable to each investment strategy, taking into account:
 - (i) the net investment return for the period on the Assets of the Fund held for the purposes of that investment strategy;
 - (ii) any unpaid expenses attributable to the Assets of the Fund held for the purposes of that investment strategy;
 - (iii) any balance standing to the credit of the Reserve Account;
 - (iv) any other matters the Trustee considers relevant and are not inconsistent with the Operational Standards.

4.8 Allotment of earnings

- (a) The Trustee must allot net earnings of the Fund by allocating an amount from the General Account (and, where applicable, the Reserve Account) and proportionately crediting or (where net earnings of the Fund, or net earnings attributable to an applicable investment strategy, are negative) debiting that amount to Member Accounts having regard to:
 - (i) the balance standing to the credit of the Member Accounts for each Member at the beginning and end of the period;
 - (ii) the credits and debits made from time to time to the Member Accounts of each Member during the period;
 - (iii) where the Trustee offers Members a choice of investment strategies, the near earnings calculated as attributable to the investment strategy or investment strategies applicable to that Member;
 - (iv) any other matters the Trustee considers relevant and are not inconsistent with the Operational Standards.
- (b) Any balance remaining in the General Account after allotment of net earnings pursuant to **Rule 4.8(a)** is credited to the Reserve Account.

4.9 Allotment of earnings on benefit payment

On a Member becoming entitled to a Benefit, the Trustee must allot to the Member Accounts of that Member a share of the net earnings of the Fund for the period since the last calculation.

4.10 Valuation

- (a) The Trustee may at any time engage a valuer to value the Assets of the Fund or any of them.
- (b) The Trustee must when engaging a valuer:
 - (i) satisfy itself that the valuer is qualified to value assets of a comparable type to any of the Assets of the Fund which are to be valued;
 - (ii) instruct the valuer to report in writing to the Trustee.
- (c) On the receipt of a report by a valuer under **Rule 4.10(b)**, the Trustee must determine whether any fluctuations in the value of the Assets of the Fund or any of them should be reflected in adjustments to the balance in the General Account or the Reserve Account or by crediting or debiting Member Accounts.

4.11 Other accounts

Notwithstanding the preceding provisions of this **Rule 4**, the Trustee may keep other accounts either in addition to or in substitution for the accounts and accounting systems set out in this **Rule 4**.

5 BENEFITS

5.1 When Benefit payable

- (a) A Benefit is payable in respect of a Member when the Member:
 - (i) Retires;
 - (ii) attains an age at which the Operational Standards permit a Benefit to be paid or commence to be paid, and the Member requests that the Benefit be paid;
 - (iii) attains such an age in such circumstances that the Operational Standards require that the Member be paid a Benefit;
 - (iv) dies;
 - (v) suffers Total and Permanent Disablement; or
 - (vi) otherwise ceases Service.
- (b) A Member may apply to the Trustee in writing to defer payment of a Benefit except a Benefit payable under **Rule 5.1(a)(iii)** or **(iv)**. The Trustee may agree to defer payment of the Benefit unless the Operational Standards require that the Benefit be paid.
- (c) Where payment of a Benefit is deferred under **Rule 5.1(b)**:
 - (i) the Trustee may accept contributions for that Member where the Operational Standards permit the acceptance of the contributions;

- (ii) the Member may at any time request payment of the Benefit or part of the Benefit;
- (iii) the Trustee must pay the Benefit or any part of the Benefit at the Member's request to the extent that it is not a Preserved Benefit;
- (iv) where the Member requests payment of a Benefit or part of a Benefit which is a Preserved Benefit, the Trustee must pay it in accordance with **Rule 5.11**:
- (v) the Trustee must pay or commence to pay the Benefit in full when the Operational Standards require that the Benefit be paid.
- (d) Where the Trustee has accepted a rollover of a Member's Entitlement pursuant to **Rule 2.9**, to the extent that the Entitlement is not a Preserved Benefit:
 - (i) the Member may at any time request payment of the Benefit or part of the Benefit and the Trustee must pay the Benefit or part of it on the Member's request;
 - (ii) the Trustee must pay or commence to pay the Benefit in full when the Operational Standards require that the Benefit be paid.

5.2 Retirement Benefit

The amount of a Benefit payable pursuant to Rule 5.1(a)(i), (ii) or (iii) is equal to the Member's Total Account Balance and is payable:

- (a) as a Pension to a Category A Member;
- (b) as a lump sum to a Category B Member.

5.3 Death and Total and Permanent Disablement Benefit

- (a) The amount of a Benefit payable on a Member's death or Total and Permanent Disablement is equal to the Member's Total Account Balance (including the proceeds of any policy of insurance received by the Trustee as a consequence of the Member's death or Total and Permanent Disablement).
- (b) A Benefit payable on a Member's death or Total and Permanent Disablement is payable as a lump sum or a Pension or a combination of lump sum and Pension as the Trustee determines.

5.4 Withdrawal Benefit

- (a) The amount of a Benefit payable to a Member pursuant to **Rule 5.1(a)(vi)** is the sum of:
 - (i) the balance standing to the credit of the Member's Vested Employer Account;
 - (ii) the balance standing to the credit of the Member's Members Account;
 - (iii) subject to Rule 5.4(b):

- (A) a percentage of the balance standing to the credit of the Member's Ordinary Employer Account determined in accordance with the vesting scale adopted by the Principal Employer in the form of the Second schedule; or
- (B) if no vesting scale is adopted, the balance standing to the credit of the Member's Ordinary Employer Account.
- (b) The Employer may notify the Trustee within 30 days of any Benefit becoming payable pursuant to **Rule 5.1(a)(vi)** that the percentage of the balance standing to the credit of the Member's Ordinary Employer Account to which the Member is entitled under the vesting scale adopted by the Principal Employer is to be increased up to a maximum of 100%, and the Trustee must increase the Member's Benefit accordingly.
- (c) A Benefit payable under Rule 5.1(a)(vi):
 - (i) is payable to or at the direction of the Member as a lump sum, to the extent that the Benefit is not a Preserved Benefit;
 - (ii) is payable in accordance with **Rule 5.11**, to the extent that the Benefit is a Preserved Benefit.

5.5 Pension Benefit

- (a) Where a Benefit is payable as a Pension, the Trustee may:
 - (i) pay a Pension from the Fund; or
 - (ii) purchase an Annuity in the Member's name.
- (b) The terms on which a Pension is paid from the Fund must comply with any Operational Standards applicable to the payment of allocated Pensions. The Trustee must ensure that the terms of any Annuity purchased for a Member are in accordance with the Operational Standards.
- (c) The amount of and frequency of the instalments of a Pension, and the terms on which payment is made, may be varied from time to time by the Trustee in accordance with the Operational Standards.
- (d) A Member entitled to or in receipt of a Pension may apply to the Trustee in writing to commute to a lump sum any part or all of the capital value of the Pension. The Trustee may:
 - (i) approve the commutation and pay the lump sum to the Member unless the Operational Standards do not permit the commutation; and
 - (ii) adjust the terms of payment of the Pension and the amount of the annual instalments of the Pension to take account of the amount commuted.
- (e) Where a Member in receipt of a Pension dies and is survived by a Spouse, the Trustee may:
 - (i) pay a Pension to the Spouse; or

- (ii) pay in accordance with **Rule 5.9** a Benefit of an amount equal to the Member's Total Account Balance then remaining.
- (f) Rules 5.5(a), (b), (c) and (d) apply to any Pension paid to a Spouse as if the Pension were paid to a Member.

5.6 Lump sum Benefit

- (a) Where a Benefit is payable as a lump sum, the Trustee:
 - (i) must pay the Benefit as soon as practicable after it becomes payable;
 - (ii) may pay the Benefit in more than one instalment unless the Operational Standards require that the Benefit be paid in a single lump sum.
- (b) A Member entitled to a Benefit payable as a lump sum may apply to the Trustee in writing to commute any part or all of the Benefit to a Pension. The Trustee may approve the commutation and pay a Pension from the amount specified by the Member as the amount to be commuted to a Pension. The Pension must be paid in accordance with **Rule 5.5**.

5.7 Excess Benefits

- (a) Where the amount of a Benefit would exceed the amount which is eligible for concessional taxation treatment on its receipt by the Member, the Member may, on or before becoming entitled to receive the Benefit, request the Trustee to reduce the amount of the Benefit to an amount specified in the request which is not less than the maximum amount eligible for concessional taxation treatment.
- (b) The Trustee may:
 - (i) agree to a request by a Member under Rule 5.7(a), to the extent that the Benefit constitutes a balance in the Member's Ordinary Employer Account;
 - (ii) pay the Member as a Benefit the amount specified in the request or a greater amount up to the amount of the Benefit to which the Member is entitled; and
 - (iii) credit the balance of the Member's Ordinary Employer Account after payment of the Benefit to the Reserve Account.

5.8 Nominated Dependant

- (a) A Member may from time to time in a form approved by the Trustee notify the Trustee:
 - (i) the names and addresses of any Dependants to whom the Member wishes any Benefit payable on the Member's death to be paid;
 - (ii) the proportions and manner in which the Member wishes the Benefit to be paid,

("Nominated Dependant Notice").

- (b) A Nominated Dependant Notice may be varied or replaced by the Member from time to time in a form approved by the Trustee.
- (c) A Nominated Dependant Notice given by a Member is not binding on the Trustee but the Trustee may consider the notice when exercising its discretion under **Rule** 5.9.

5.9 Death Benefit

- Unless a Pension is payable to the Spouse of a deceased Member, the Trustee must pay a Benefit on a Member's death to such of the Member's Nominated Dependants or other Dependants or Legal Personal Representative or to any one or more of them to the exclusion of the other or others of them and in such proportions as the Trustee determines.
- (b) On the death of:
 - (i) a Member in receipt of a Pension who has no Spouse; or
 - (ii) a Spouse in receipt of a Pension,

the Trustee must pay to the Member's Dependants (determined as at the date of the Member's death) or to the Member's Legal Personal Representative or to any one or more of them to the exclusion of the other or others of them and in such proportions as the Trustee determines a lump sum equal to the Member's Total Account Balance then remaining.

- (c) If the Trustee after making reasonable enquiries is unable to identify any Dependants or Legal Personal Representative of a deceased Member, the Trustee may:
 - (i) pay the Benefit to any person who in the Trustee's opinion has a fair claim to the Benefit, where the Operational Standards permit the payment to be made to that person; or
 - (ii) credit the amount of the Benefit to the Reserve Account unless the Operational Standards do not so permit.

5.10 Payment by transfer of assets

- (a) The Trustee may with the agreement of a Member or other person to whom a Benefit is payable as a lump sum pay the Benefit by way of a transfer of any of the Assets of the Fund in specie to the Member or person.
- (b) The Assets of the Fund transferred under **Rule 5.10(a)** must be equivalent in value to the amount of the Benefit.
- (c) For the purposes of **Rule 5.10(b)**, the value of any Assets of the Fund transferred shall be calculated at market value and any costs, charges or expenses incurred in the transfer, including (without limitation) stamp duty, brokerage fees and commission, shall be paid by the Member or other person to whom the Benefit is payable or, if the Member or other person so consents, shall be deducted from the Benefit.

5.11 Preserved Benefits

Any Benefit or part of a Benefit which is a Preserved Benefit can only be paid:

- (a) to the Member in the form of a non-commutable life pension or non-commutable life annuity; or
- (b) by way of a transfer or rollover for the benefit of the Member to an Approved Deposit Fund or Regulated Superannuation Fund or Deferred Annuity.

5.12 Payment by Trustee

- (a) The payment or application of any moneys in accordance with this **Rule 5** is a complete discharge to the Trustee for the amount of the moneys paid or applied as against any person claiming an interest in those moneys.
- (b) A Benefit must not be paid until the Trustee has determined that:
 - (i) the Benefit is payable in accordance with this Deed;
 - (ii) the person claiming the Benefit is entitled to receive it under this Deed.
- (c) Notwithstanding **Rule 5.12(b)(i)**, the Trustee may pay an amount comprising any part of the balance in a Member's Member Accounts to or for the benefit of the Member or the Member's Dependants, where:
 - (i) the Member has requested payment of the amount;
 - (ii) the Member has produced evidence satisfactory to the Trustee that refusal to pay the amount would cause financial hardship to the Member or the Member's Dependants, or payment of the amount is otherwise justified; and
 - (iii) the Insurance and Superannuation Commissioner has made a determination in writing that the Member is in financial hardship and has approved the payment of the amount, or the payment is otherwise authorised under the Operational Standards.
- (d) Payment by the Trustee of a Benefit in good faith to a person believed by the Trustee to be entitled to receive it is deemed for the purposes of this Deed to be payment to a person entitled to receive it and is a valid discharge to the Trustee of its obligations in respect of the payment of that Benefit.
- (e) The Trustee when determining questions of fact may act upon any proofs or presumptions it considers satisfactory whether strictly legal proofs or presumptions or not.

5.13 Payment of Benefit where Member unable to manage affairs

Where a Benefit has become payable to a Member and the Member is in the opinion of the Trustee suffering from any physical or mental disability which renders the Member incapable of managing the Member's own affairs (whether or not that disability constitutes Total and Permanent Disablement):

- (a) the Trustee may pay the Benefit to any person the Trustee considers responsible for managing the Member's affairs or make such other arrangements for payment of the Benefit as the Trustee thinks appropriate, if the Operational Standards so permit or the Insurance and Superannuation Commissioner agrees;
- (b) payment of the Benefit in accordance with **Rule 5.13(a)** is a complete discharge to the Trustee as against the Member (even if the Member subsequently ceases to be so disabled) and any other person claiming an interest in the Member's Benefit.

5.14 Unclaimed Benefits

- (a) Where a Benefit is payable to or in respect of a Member and:
 - (i) the Member has reached the eligibility age for an age pension;
 - (ii) the Member has not applied to the Trustee to have the Benefit paid to the Member; and
 - (iii) the Trustee is unable to pay the Benefit to the Member because the Trustee is unable to find the Member after having made reasonable efforts to do so,

the Trustee must deal with the Member's Benefit in the manner prescribed in the Operational Standards.

(b) Subject to the Operational Standards, where a Benefit is payable to or in respect of a Member and a period of 90 days has elapsed since the Benefit became payable and the Benefit has not been paid, the Trustee may pay the Benefit to an Eligible Rollover Fund.

5.15 Deduction of Tax from Benefits

The Trustee may deduct from the amount of any Benefit, prior to payment, any amount which the Trustee determines is or may be payable on account of Tax assessable on the amount of the Benefit.

6 FUND ASSETS AND INVESTMENTS

6.1 Fund held on trust

The Trustee shall hold the Assets of the Fund for the benefit of Members on the trusts provided for in this Deed.

6.2 Payment of expenses

- (a) The Trustee may pay from the Fund the expenses incurred from time to time in the administration of the Fund which are not paid by an Employer.
- (b) Without limiting Rule 6.2(a), expenses which the Trustee may pay from the Fund include:
 - (i) fees payable to the Auditor and to any Investment Manager, Administrator, actuary, valuer or any other adviser engaged by the Trustee to perform services for the Fund;

- (ii) costs and disbursements incurred in connection with or incidental or ancillary to the retirement of a Trustee and the appointment of another in substitution;
- (iii) except where a court otherwise directs, costs and disbursements incurred by or on behalf of the Trustee or an Employer in connection with the initiation, carriage and settlement of any court proceedings (including any negotiations and demands relating to the proceedings) against the other of them arising from any breach or default by the other under this Deed;
- (iv) costs and disbursements incurred in the establishment or termination of the Fund;
- (v) costs and disbursements incurred in amending this Deed.
- (c) The Trustee may debit expenses paid from the Fund to any or all of:
 - (i) the General Account;
 - (ii) the Reserve Account;
 - (iii) Member Accounts,

in proportions determined by the Trustee.

6.3 Investments

- (a) The Trustee must formulate an investment strategy for the Fund, subject to **Rule 6.3(e)**. In formulating the investment strategy the Trustee must have regard to the whole of the circumstances of the Fund including, but not limited to, the matters prescribed by the Operational Standards.
- (b) The Trustee may invest the moneys of the Fund in any of the following:
 - (i) any investment for the time being authorised by law for the investment of trust funds:
 - (ii) shares, notes, options, debentures or other securities of any corporation or the securities of any government, semi-governmental body or public authority;
 - (iii) the purchase, lease or other acquisition of real property, including improvements, fixtures and fittings, and rights conferring options, rights of first refusal or otherwise relating to the acquisition of real property;
 - (iv) the purchase, lease, hire or other acquisition of personal property, and any share or estate or interest in personal property;
 - (v) units (or the equivalent rights or interests) in any unit trust, common fund, pooled superannuation trust or property trust;
 - (vi) deposits with any bank, building society, credit co-operative or other registered financial institution in any type of account;

- (vii) any policy of life, disability or accident insurance underwritten by a Life Insurance Company;
- (viii) bills of exchange and promissory notes whether purchased or discounted and which have been either drawn, accepted or endorsed by a bank or a statutory body;
- (ix) subject to **Rule 6.3(d)**, any other property.
- (c) The Trustee has full power to vary, replace, encumber and otherwise deal with the Assets of the Fund as fully and effectively as if it were dealing with its own property.

(d) The Trustee must:

- (i) not lend money of the Fund, or give any other financial assistance using the resources of the Fund, to any Member or to a relative of any Member, except as permitted under the Operational Standards;
- (ii) not intentionally acquire an asset from a Member or a relative of a Member, except as permitted by the Operational Standards;
- (iii) not borrow, otherwise than as provided in **Rule 8.1(1)**, or maintain an existing borrowing, except as permitted by the Operational Standards;
- (iv) not invest moneys of the Fund unless:
 - (A) the Trustee and the other party to the transaction are dealing with each other at arm's length in respect of the transaction; or
 - (B) where the transaction is not at arm's length, its terms are as permitted by the Operational Standards;
- (v) take all reasonable steps to ensure that the percentage of the Assets of the Fund invested in in-house assets as defined in section 71 of the Act complies with Part 8 of the Act;
- (vi) not make any other investment prohibited by the Operational Standards.

(e) The Trustee may:

- (i) formulate a number of different investment strategies, each having different investment objectives;
- (ii) invite Members and prospective Members to nominate an investment strategy or combination of investment strategies for the investment from time to time of the balance in their Member Accounts.
- (f) The Trustee must give to each Member and prospective Member invited to nominate an investment strategy or combination of investment strategies such details of the investment strategies formulated as the Operational Standards require to be given to persons offered a choice of investment strategies, so that the Trustee is permitted under the Operational Standards to give effect to the nomination as an investment direction.

(g) The Trustee may prescribe that a Member may nominate an investment strategy or combination of investment strategies only where the Member's Total Account Balance exceeds a specified amount.

6.4 Insurance

- (a) The Trustee may:
 - (i) take out or acquire a policy or policies of life, disability or accident insurance, underwritten by a Life Insurance Company, in which the Trustee has a legal or equitable interest;
 - (ii) discontinue or surrender a policy of insurance at any time.
- (b) The Trustee may take out or acquire a policy of insurance which covers more than one Member.
- (c) For the purposes of this **Rule 6.4** the Trustee may from time to time request a Member or any person who has applied to become a Member to:
 - (i) be medically examined;
 - (ii) submit other evidence of health, habits or pastimes;
 - (iii) provide proof of age to the satisfaction of the Life Insurance Company;
 - (iv) take such other steps as may be required by the Trustee or the Life Insurance Company for the purposes of insurance.
- (d) The Trustee may debit to the General Account or to Member Accounts, in such proportions as the Trustee determines, premiums for policies of insurance and insurance related expenses.

7 TRUSTEE

7.1 Eligibility to act as Trustee

The Fund must have a sole Trustee which is a Constitutional Corporation.

7.2 Appointment, removal and replacement of Trustee

- (a) A Trustee ceases to hold office if:
 - (i) the Principal Employer gives notice in writing to the Trustee that the Trustee is removed, if the Operational Standards permit the Principal Employer to remove the Trustee;
 - (ii) the Trustee resigns from office by notice in writing to the Principal Employer;
 - (iii) the Trustee becomes a Disqualified Person;
 - (iv) the Trustee is removed by the Insurance and Superannuation Commissioner.

- (b) The Principal Employer or, where the Operational Standards so require, the Insurance and Superannuation Commissioner may appoint a new Trustee.
- (c) The appointment of a new Trustee must:
 - (i) be in writing;
 - (ii) otherwise comply with the Operational Standards.
- (d) A delay in the appointment of a Trustee does not invalidate the appointment.
- (e) Any act or determination of a Trustee is valid notwithstanding any defect in the Trustee's appointment.

7.3 Vesting Fund in new Trustee

The retiring Trustee must execute all transfers, deeds or other documents necessary to transfer the Assets of the Fund into the name of the new Trustee and deliver to the new Trustee all books, documents, records and other property whatsoever relating to the Fund.

7.4 Director of Trustee or Employer may be Member

A director, officer or Employee of an Employer or the Trustee is not by virtue of that person's office, or of powers being delegated by the Trustee to that person, disqualified from being a Member or from exercising any rights or deriving any benefits as a Member.

7.5 Trustee's personal interest

The Trustee or any responsible officer of the Trustee may exercise or participate in exercising all powers and discretions conferred on the Trustee by this Deed or by law notwithstanding that the person has a direct or other personal interest in the mode or result of exercising that power or discretion.

7.6 Discretions absolute

The Trustee has an absolute and uncontrolled discretion in the exercise of its powers and discretions and may exercise or refrain from exercising all or any of those powers and discretions at any time.

7.7 Indemnity to Trustee

- (a) Subject to **Rule 7.7(b)**, the Trustee:
 - (i) is not liable for any loss to the Fund arising from any act or omission by the Trustee;
 - (ii) is entitled to be indemnified out of the Assets of the Fund for any liability or loss incurred by it while acting as Trustee.
- (b) Rule 7.7(a) does not apply to exempt the Trustee from liability for or indemnify the Trustee against:
 - (i) a breach of trust where the Trustee:

- (A) failed to act honestly in a matter concerning the Fund; or
- (B) intentionally or recklessly failed to exercise, in relation to a matter affecting the Fund, the degree of care and diligence that the Trustee was required to exercise; or
- (ii) a monetary penalty under a Civil Penalty Order.
- (c) References in this **Rule 7.7** to "the **Trustee**" include directors of the Trustee acting in that capacity.

7.8 Covenants by Trustee

The Trustee covenants with the Principal Employer with the intent that the covenants shall enure for the benefit of the Members:

- (a) to act honestly in all matters concerning the Fund;
- (b) to exercise in relation to all matters affecting the Fund the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another for whom the person felt morally bound to provide;
- (c) to ensure that the Trustee's duties and powers are performed and exercised in the best interests of the Members;
- (d) to keep the Assets of the Fund separate from any money and assets that are held by the Trustee personally or that are money or assets of an Employer or an Associate of an Employer;
- (e) not to enter into any contract or do anything else that would prevent the Trustee from or hinder the Trustee in properly performing or exercising the Trustee's functions and powers;
- (f) if a Reserve Account is kept, to formulate and give effect to a strategy for the prudential management of the Reserve Account, consistent with the Fund's investment strategy or investment strategies and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;
- (g) to give to:
 - (i) a prospective Member;
 - (ii) a new Member;
 - (iii) a Member;
 - (iv) a terminating Member; and
 - (v) any other person,

within the Prescribed Period the information required by the Operational Standards to be given to that person.

7.9 Remuneration of Trustee

The Trustee may receive remuneration for its office from the Fund at a rate determined by the Principal Employer and approved by the Trustee. An Employer may remunerate the Trustee from its own resources.

8 MANAGEMENT OF FUND

8.1 Trustee's Powers of Management

In addition to the power of investment, the Trustee may take such action and do such things as it determines to administer the Fund and to comply with the Operational Standards including:

- (a) leasing and accepting surrenders of leases with power to compromise with lessees and others;
- (b) executing and paying for repairs and improvements;
- (c) conducting and settling legal proceedings;
- (d) attending and voting at meetings;
- (e) paying all outgoings reasonably and properly incurred in connection with the Fund;
- (f) subject to **Rule 6.3(d)**, lending money whether with or without security or interest and on such terms as it determines;
- (g) developing, improving, subdividing, building, rebuilding, altering, extending, replacing, repairing, managing, operating and otherwise dealing with any Authorised Investment and purchasing plant, equipment and fittings;
- (h) entering into, performing and enforcing agreements, contracts and deeds;
- (i) drawing, endorsing, discounting, selling, purchasing and otherwise dealing with bills of exchange either alone or jointly and in particular commercial bills;
- (j) setting aside moneys out of the capital and income of the Fund to meet the obligations of the Trustee under the Deed;
- (k) paying Benefits;
- (l) borrowing:
 - (i) for any of the purposes;
 - (ii) to the extent; and
 - (iii) for the term,

permitted under the Operational Standards, and giving security for any such borrowing over any of the Assets of the Fund;

(m) insuring any risks;

- (n) opening and operating bank or building society accounts;
- (o) settling, compromising or submitting to arbitration any claims, matters or things relating to this Deed;
- (p) retaining the services of professional or other advisers in relation to the management and administration of the Fund;
- (q) electing to be bound by legislation; and
- (r) doing such other things as the Trustee determines are incidental to any or all of the powers given in this **Rule 8.1**.

None of the paragraphs in this Rule 8.1 limits or restrains the scope or ambit of any of the other paragraphs.

8.2 Delegation of Trustee Powers

- (a) The Trustee may delegate any functions, authorities, discretions or powers exercisable by the Trustee (including a power which the Trustee has a duty to exercise) to any person upon such terms and conditions as it determines.
- (b) The Trustee is not liable or responsible for any act or omission, error of judgment, negligence or breach of trust of a delegate, unless **Rule 7.7(b)** applies.
- (c) The Trustee may:
 - (i) revoke any delegation;
 - (ii) exercise any delegated function, authority, discretion or power itself concurrently with or to the permanent or temporary exclusion of a delegate.

8.3 Investment Manager

- (a) Subject to **Rule 8.3(b)**, the Trustee may appoint on such terms as it determines, including the granting of any indemnity reasonably required, one or more persons to manage the investment of the Assets of the Fund or any of them whether in the name of that Investment Manager or otherwise.
- (b) An Investment Manager may be appointed only if the following conditions are satisfied:
 - (i) the appointment is in writing;
 - (ii) the Investment Manager is eligible under the Operational Standards to be appointed to act;
 - (iii) the agreement appointing the Investment Manager contains adequate provision to enable the Trustee to require the Investment Manager from time to time:
 - (A) to provide appropriate information as to the making of, and return on, the investments under management; and

- (B) to provide such information as is necessary to enable the Trustee to assess the capability of the Investment Manager to manage the investments under management;
- (iv) no provision of the agreement appointing the Investment Manager exempts the Investment Manager from liability for negligence or limits that liability;
- (v) the Investment Manager undertakes to hold the earnings from the investments of the Fund in trust for and on behalf of the Trustee.

8.4 Administrator

- (a) The Trustee may appoint in writing on such terms as it determines, including the granting of any indemnity reasonably required, a person to administer the Fund.
- (b) The Trustee may delegate to an Administrator any matters relating to the administration of the Fund.

8.5 Appointment of custodian

- (a) The Trustee may appoint as custodian, to receive, hold and retain registration of any of the Assets of the Fund, any person who is eligible for appointment as a custodian under the Operational Standards.
- (b) The terms of appointment of a custodian must comply with any conditions prescribed in the Operational Standards.

8.6 Actuary

The Trustee may from time to time engage an actuary to advise the Trustee on any matters on which the Trustee considers the advice of an actuary is desirable, but is not obliged to act on the actuary's advice.

8.7 Significant Adverse Effect

On becoming aware of the occurrence of an event having a Significant Adverse Effect on the financial position of the Fund the Trustee must give within the Prescribed Period written notice of the event to the Insurance and Superannuation Commissioner setting out particulars of the event.

9 EMPLOYERS

9.1 Admission of Associated Employers

The Trustee must admit to the Fund as an Associated Employer any employer approved by the Principal Employer. On admission, the Trustee may make arrangements with the Associated Employer regarding the terms on which its Employees are to be admitted as Members.

9.2 Employer's authority

For the purposes of this Deed, the Trustee is entitled to regard an exercise of a discretion or the giving of an instruction or other authorisation made orally or written and signed by, or

purported to be signed by, a director for the time being of an Employer as a valid exercise of discretion, instruction or other authorisation of the Employer.

9.3 Retirement of Employers

- (a) An Employer's participation in the Fund terminates when:
 - (i) the Employer delivers a notice in writing to the Trustee of its intention to terminate its contributions and to cease participation;
 - (ii) the Trustee with the agreement of the Principal Employer delivers a notice in writing to an Associated Employer to that effect;
 - (iii) the Trustee delivers a notice in writing to the Principal Employer to that effect;
 - (iv) the Employer goes into liquidation, or 30 days after a receiver or receiver and manager of its undertaking or part of its undertaking is appointed if the receiver or receiver and manager is not removed or withdrawn within that 30 days, or the Employer ceases in the opinion of the Trustee to carry on business.
- (b) When participation is terminated by delivery of a notice, the termination takes effect at the expiry of the period specified in the notice or if no period is specified on the date of delivery.

9.4 Termination of Principal Employer's participation

- (a) On termination of the Principal Employer's participation the powers and discretions of the Principal Employer under this Deed are exercisable by any person which agrees in writing to assume the role of the Principal Employer.
- (b) The Principal Employer's obligations as principal employer under this Deed cease on the role of Principal Employer being assumed by another person under **Rule** 9.4(a), except in relation to any matters outstanding at that date.

9.5 Takeover of Employer

If an Employer ("Former Employer") is amalgamated with or disposes of its undertaking to another Employer ("New Employer") such of the Members who are Employees of the Former Employer as become Employees of the New Employer shall remain Members and are deemed not to have ceased Service.

9.6 Contributions on termination

On termination of an Employer's participation the Trustee must:

- (a) not accept contributions by that Employer or by any person employed by that Employer, other than arrears of contributions due at the date of termination; and
- (b) immediately take action to recover any arrears of contributions.

9.7 Member Benefits on termination of Employer

(a) In this **Rule 9.7**:

"Transfer Benefit" means the amount of the Benefit to which a Former Member would have been entitled if the Former Member had ceased Service on the date on which the Member's Employer's participation terminated, and includes any additional part of the balance of the Member's Ordinary Employer Account as the Employer directs.

"Former Member" means a person employed by a terminating Employer who was a Member before the termination.

- (b) Unless **Rule 9.5** applies, on the termination of an Employer's participation the Members employed by that Employer cease to be Members and become Former Members.
- (c) The Trustee must, except for any Former Member who is entitled to a Benefit under **Rule 5.1**, deal with each Former Member's Transfer Benefit by:
 - (i) transferring the Former Member's Transfer Benefit to a Superannuation Fund nominated by the Employer; or
 - (ii) transferring the Former Member's Transfer Benefit to a Superannuation Fund or Approved Deposit Fund nominated by the Member or applying the Transfer Benefit in the purchase of an Annuity nominated by the Member.
- (d) Rules 2.10(b) to (d) apply to a dealing with a Transfer Benefit under Rule 9.7(c) as if the Transfer Benefit were an amount paid or transferred under Rule 2.10(a).
- (e) A Former Member has no right to resort to or claim against the Fund otherwise than in respect of that Former Member's Transfer Benefit.

10 AMENDMENT

10.1 Amendment of Deed

The Trustee may at any time by deed supplemental to this Deed amend any of the provisions of this Deed, including this **Rule 10**, subject to any restrictions in the Operational Standards applicable to amendment of this Deed.

10.2 Date of effect

An amendment may take effect from a date before or after it is made.

11 APPOINTMENT OF AUDITOR

11.1 Appointment of Auditor

The Trustee must appoint an Approved Auditor to perform the functions of the Auditor required by this Deed.

11.2 Retirement of Auditor

The Auditor may retire on 1 month's notice to the Trustee or such shorter period as the Trustee agrees, but must not retire within 3 months before or after the end of a Financial Year without the Trustee's consent.

11.3 Removal of Auditor

The Trustee may remove the Auditor from office by giving notice to the Auditor.

12 ACCOUNTS, AUDIT AND REPORTING

12.1 Records and Accounts

- (a) The Trustee must keep the following accounts and records:
 - (i) a complete record of all persons who become Members including details of the date of admission as a Member and the date of ceasing to be a Member;
 - (ii) such accounting records as correctly record and explain the transactions and financial position of the Fund.
- (b) The Trustee must keep the accounting records of the Fund so as to enable:
 - (i) the preparation of accounts, statements and returns of the Fund as required by the Operational Standards; and
 - (ii) the accounts, statements and returns to be conveniently and properly audited in accordance with the Operational Standards.
- (c) The Trustee must:
 - (i) retain the accounting records for at least 5 years after the end of the Financial Year to which the transactions relate;
 - (ii) cause the accounting records to be kept in Australia; and
 - (iii) keep the accounting records in writing in the English language or in a form in which they are readily accessible and readily convertible into writing in the English language.

12.2 Accounts prepared

The Trustee must:

- (a) prepare as at the end of each Financial Year such accounts and statements of the Fund as are required by the Operational Standards;
- (b) make such arrangements as are necessary to enable those accounts to be audited by the Auditor.

12.3 Audit

The Trustee shall use its best endeavours to ensure that the Auditor executes an audit certificate relating to the accounts and statements in the form prescribed in the Operational Standards within the Prescribed Period.

13 WINDING UP OF THE FUND

13.1 Definition of Closure Date

In this Rule 13 the term "Closure Date" means the date specified in a notice given by the Trustee under Rule 13.3 as the date on which the Fund is to wind up.

13.2 Winding up

The Fund will wind up on the happening of any of the following events:

- (a) the Principal Employer resolves to permanently cease contributing to the Fund and no other person agrees to take its place as Principal Employer;
- (b) an order is made or a resolution is passed for the winding up of the Principal Employer other than for the purpose of amalgamation or reconstruction and no other person agrees to take its place as Principal Employer;
- (c) there are no Members, and the Trustee resolves to terminate the Fund;
- (d) the liabilities of the Fund (excluding any liability for Benefits which may become payable to Members) at any time exceed the Assets of the Fund and the Trustee resolves to terminate the Fund; or
- (e) for any other reason the Trustee resolves to terminate the Fund.

13.3 Notice of winding up

On the occurrence of any of the events referred to in Rule 13.2 the Trustee must give notice in writing to the Employers (if any) and the Members (if any) that the Fund is to wind up on the Closure Date.

13.4 Contributions on winding up

From the Closure Date the Trustee must:

- (a) not accept contributions by any Employer or any Member, other than arrears of contributions due at the Closure Date; and
- (b) immediately take action to recover any arrears of contributions.

13.5 Distribution

As soon as practicable after the Closure Date the Trustee must:

- (a) pay any outstanding expenses and make provision for outstanding liabilities of the Fund;
- (b) pay the following in the following order of priority:

- (i) Benefits which became payable to Members or their Dependants on or before the Closure Date;
- payments for each Member who attained age 65 on or before the Closure Date and who is still in Service, equal to the Member's Total Account Balance;
- (iii) payments for each Member who has not attained age 65 and is still in Service, equal to the amount that would have been payable to the Member as a Benefit if the Member had ceased Service on the Closure Date.

13.6 Deceased Member

If a Member dies before receiving a payment to which the Member is entitled under **Rule** 13.5 the payment shall be made to such one or more of the Member's Nominated Dependants or other Dependants or Legal Personal Representative or to any one or more of them to the exclusion of the other or others of them and in such proportions as the Trustee determines.

13.7 Application of surplus

If after making the payments provided for in **Rule 13.5** a surplus remains in the Fund, the Trustee may distribute the surplus to or for the benefit of any of the following persons, in proportions determined by the Trustee, subject to any restrictions on distribution of surplus prescribed in the Operational Standards:

- (a) any Members or former Members;
- (b) any Dependants of any Member or former Member;
- (c) the Legal Personal Representative of any Member, former Member or Dependant; or
- (d) any Employer or former Employer.

13.8 Manner of distribution

Subject to Rule 13.9, payments under Rules 13.5 and 13.7 may be made:

- (a) in cash;
- (b) by transfer of any of the Assets of the Fund in specie as if the payment were a Benefit paid in accordance with **Rule 5.10**; or
- (c) by way of transfer or rollover to a Regulated Superannuation Fund or Approved Deposit Fund or Annuity.

13.9 Preserved Benefits

(a) Where an amount payable under **Rule 13.5** or **13.7** is a Preserved Benefit, the Trustee must pay that amount:

- (i) to the Member in the form of a non-commutable life pension or non-commutable life annuity; or
- (ii) by way of transfer or rollover for the benefit of the Member to a Regulated Superannuation Fund or Approved Deposit Fund or Deferred Annuity.
- (b) Where an amount is payable under **Rules 13.5** or **13.7** to a Member who remains in Service, the Trustee must pay the amount by way of transfer for the benefit of the Member to a Regulated Superannuation Fund or Approved Deposit Fund or Deferred Annuity.

14 RESOLUTION OF DISPUTES

14.1 Prescribed arrangements

The Trustee must, if the Operational Standards so require, ensure that there are arrangements in force under which a Member or any other person with a beneficial interest in the Fund may inquire into, or complain about, the operation or management of the Fund in relation to the Member or that other person.

14.2 Other arrangements

Where the Trustee is not required under the Operational Standards to ensure that arrangements referred to in Rule 14.1 are made, the Trustee may from time to time make any arrangements for the resolution of disputes arising in relation to the operation of management or the Fund, including the referral of the dispute to an arbitrator appointed by the Trustee.

15 ADMINISTRATION AND MISCELLANEOUS

15.1 Member's interest in Fund

- (a) A Member has no interest in the Fund except as expressly provided in this Deed.
- (b) A Member is not entitled to:
 - (i) interfere with the exercise of the Trustee's powers or discretions;
 - (ii) exercise any rights, powers or privileges in relation to any of the Assets of the Fund; or
 - (iii) require the transfer to the Member of any Asset of the Fund.

15.2 Perusal of Deed

The Trustee must make a copy of this Deed available for inspection by Members and Employers at the Trustee's registered office or the Principal Employer's principal place of business at all times during usual business hours.

15.3 Notices to Members

(a) Any notice required to be given to a Member pursuant to this Deed is deemed to have been duly given if it is in writing and either delivered or sent by post in a

properly pre-paid envelope addressed to the Member at the Member's address in the records of the Trustee.

(b) A notice given by post is deemed to have been served on the third day following the day when it was posted. In proving service it is sufficient to prove that the letter containing the notice was properly addressed and posted by pre-paid post, and a statement signed by the Trustee that it was so posted and when is conclusive of those matters.

15.4 Notices to Trustee

All instructions, consents, requests, proposals and notices ("Notices") required by this Deed to be given to the Trustee must be given in writing and signed by an authorised person on behalf of the party giving the Notice, unless the provision requiring that the Notice be given expressly provides otherwise.

15.5 Power of Attorney

Each Member irrevocably appoints the Trustee the Member's attorney to execute and sign and do all such deeds, instruments and things as the Trustee may consider necessary or desirable in order to carry out, exercise and give effect to the powers and discretions vested in the Trustee by this Deed.

FIRST SCHEDULE APPLICATION FOR MEMBERSHIP

(Rule 2.2)

CONFIDENTIAL

THE HARPER FAMILY SUPERANNUATION FUND

APPLICATION FOR MEMBERSHIP

TO:	The Trustee, The Harper Family Superannuation Fund ("Fund")				
A	PERSONAL PARTICULARS				
1	Surname				
2	Given Names (in full)				
3	Residential Address				
4	Birthdate	/			
5	Employer's Name				
6	Date joined Employer				
7	Category of Membership				
В	NOMINATED DEPENDANT				
In the event of my death, I request that, when applying its discretion to determine which of my Dependants and in what proportion they will receive my Benefit, the Trustee considers the following nomination:					
	Name & Address of Dependant	Relationship to Applicant	Proportion of Benefit		
I reserve the right to revoke this nomination.					

C DECLARATION

I hereby apply to become a member of the Fun	d. I agree to observe and be bound by the provisions of
	constituting the Fund as may be amended from time to
time by the Trustee and the Principal Employe	er and will provide the Trustee with any information in
relation to my membership of the Fund as and	when it requests.

I agree to D. Harper Investments Pty Ltd acting as Trustee of the Fund.

DATED	
SIGNED by)
in the presence of:)

SECOND SCHEDULE

VESTING SCHEDULE

	1	100% Vesting or	
	2	Number of Years Completed as a Member of the	Percentage Fund
		0	%
		1	%
		2	%
		3	%
		4	%
		5	%
		6	%
		7	%
		8	0/0
		9	%
		10 and over	%
	3	Such other Vesting Scale as the Trustee and the Employer may agree to from time time.	

Indicate Vesting schedule 1, 2 or 3.

If Vesting schedule 2 is adopted please complete.

PRODUCT DISCLOSURE STATEMENT

Issued to Member: David Harper

The Harper Family Superannuation Fund

Trustee:

D. Harper Investments Pty Ltd

ACN 081 139 997

Member:

David Harper

Date of Issue:

8 ,8 ,10

1. INTRODUCTION

- **1.1.** The Trustees issue this Product Disclosure Statement (PDS) to existing or prospective new Members (if any) of the Fund.
- **1.2.** The purpose of this PDS is to provide persons interested in becoming Members of the Fund with relevant information about the provisions of the Fund.
- **1.3.** The Fund as a Regulated Superannuation Fund and a Complying Superannuation Fund under the Superannuation Industry (Supervision) Act (1993) is eligible for concessional tax treatment under the Tax Act. The regulator of the Fund is the Australian Taxation Office.
- **1.4.** The provisions of the Fund are set out in the Fund's Deed and Rules. The Fund will also comply with the standards set out in the SIS Act and SIS Regulations.
- **1.5.** Terms and phrases used in this PDS are defined in the Rules of the Fund, which are part of the Fund Deed.
- **1.6.** The Corporations Act 2001 and Regulations provides that Members who become members of the Fund when it is established, are to be given this PDS as soon as practicable but within 3 months of becoming a Member. Other Members are to be given the PDS at the time they join the Fund.
- 1.7. Contributions are made to the Fund on behalf of each Member and credited to the Member's Account. The Fund invests these contributions and amounts (e.g. earnings on investments) are credited to the Member's Account. Amounts (e.g. Fund expenses, tax and losses) are debited to Member's Account. A Member's benefit is preserved in the Fund and cannot be received by the Member until such time as the Member satisfies a condition of release. At that time, a Benefit representing the balance of the Member's Account and/or the proceeds of death or disability insurance taken out by the Fund, if any, may be payable to the Member. The Benefit may be in the form of a lump sum payment or Pension or both, depending on the Rules of the Fund and the provisions of the Act.
- **1.8.** The primary purpose of a Fund, where the Trustees are persons, is to provide benefits in the form of old age pensions for its Members.
- **1.9.** If the Trustee is a corporate trustee, benefits may be paid by lump sum payment when an appropriate condition of release has been met.

2. BENEFITS

- **2.1.** Benefits, based on the value of the Member's Account, are payable to Members as a lump sum payment or pension or both as permitted by the Rules of the Fund and the Act and when a condition of release is satisfied. Until a condition of release is satisfied a Member cannot obtain access to the Member's Benefit.
- 2.2. A Member is not compelled to withdraw benefits from the Fund and they may remain in the Fund indefinitely. A Member may elect to transfer their benefit from the Fund to a Superannuation Entity. If the Trustee expels a Member from the Fund, at the Trustee's discretion, the Member's benefit will be paid to the Superannuation Entity nominated by the Member, and if none is nominated, to an Eligible Rollover Fund chosen by the Trustee.
- 2.3. The value of the Member's Account is calculated based on contributions made for a Member, increases or decreases in the value of the Fund's investments and accrued income on contributions and investments less payment of taxes, Fund expenses and investment losses.

Retirement

- **2.4.** On a Member's retirement (as defined by the SIS Regulations) or when turning 65 years, a Member will be entitled to payment of a Benefit calculated according to the value of the Member's Account.
- **2.5.** Member benefits will be paid by the Trustees as permitted under SIS Act and Regulations in the form of a lump sum or a Pension or a combination of both.

Pension Benefits

- **2.6.** The Trustee may permit a Member to elect to receive their lump sum Benefit in the form of an income stream called a Pension.
- 2.7. Pensions paid by the Fund after 1 July 2007 will be account based pensions.

A person can commence an account based pension in accordance with the rules that require:

- (a) the total payments made annually must be made at least the amount calculated using the applicable percentage amount below of the pension account balance. There is no maximum limit on the amount of annual payments that can be made;
- (b) an amount or percentage of the pension cannot be prescribed as being left over when the pension ceases;
- (c) the pension's capital value and the income from it cannot be used as security for borrowing;
- (d) the pension can be commuted;
- (e) the pension may be transferable to a Pension Dependant only on the death of the pensioner; and
- (f) the pension account balance cannot be increased by contributions or rollovers.

- **2.8.** A Transition to Retirement Pension may be paid to a Member who has reached their preservation age, as set out below, but continues to work. This pension is an account based pension that must meet certain other requirements, as follows:
 - (a) total pension payments in any year must be no greater than 10% of the account balance at the start of that year; and
 - (b) the pension cannot be commuted and taken as a lump sum until the member meets a condition of release of retirement (as defined in the SIS Regulations), death, Permanent Incapacity or attaining age 65.
- **2.9.** The preservation age depends on the date of birth of the Member as follows:
- **2.10.** The Trustees may make available any other form of pension permitted by the Act.

Death Benefits

- **2.11.** If a Member dies, a benefit is payable calculated according to the value of the Member's Account, and may include the proceeds of any relevant insurance policy taken out by the Trustees.
- **2.12.** In the absence of a valid Binding Death Benefit Nomination, the benefit will be payable to one or more of the Member's Dependants or the Member's estate in proportions determined by the Trustees.
- **2.13.** Members are able to notify the Trustees of one or more of the Member's Dependants or the Member's estate who they wish to be considered in the payment of the death benefit. Members can do so by providing the Trustees with a Non-Binding Death Benefit Nomination. The Trustees however are not bound by the wishes set out in this non binding nomination.
- **2.14.** Alternatively, Members may give a Binding Death Benefit Nomination to the Trustees nominating one or more of the Member's Dependants or the Member's estate to whom the Trustees will pay benefits on the Member's death. The Binding Death Benefit Nomination is binding on the Trustees.
- **2.15.** Both types of nominations can be updated at any time and should be revised if circumstances change for example marriage or children.
- 2.16. Death benefits are tax free if paid as a lump sum to death benefit dependants (as defined by section 302.195 of the Income Tax Assessment Act 1997) of the Member. Tax is payable on lump sum payments to persons who are not death benefit dependants. The taxable component of a lump sum benefit paid to a non death benefit dependant will be taxed at 15 per cent.
- **2.17.** Some persons who may qualify to receive a death benefit as a Dependant may be liable for tax on the benefit if they do not fall within the definition of a death benefit dependant.
- **2.18.** Only a Pension Dependant can apply to receive a death benefit as a pension, but the taxation treatment will depend on the age of the deceased Member and the Pension Dependant:
 - (a) if the deceased Member was age 60 or over at the time of death, the pension payments to the Pension Dependant will be tax free;

- (b) if the deceased Member was under age 60 at the time of death, the pension will be taxed at the Pension Dependant's marginal tax rate and is eligible for a tax offset equal to 15% of the taxed element of the taxable component. If (or when) the Pension Dependant is aged 60 and over, the pension payment will be tax free.
- **2.19.** The tax treatment of benefits paid as pensions or lump sum payments will depend on whether the recipient is a death benefits dependant as defined in section 302.195 of the Tax Act.

Permanent Incapacity Benefit

2.20. A Member who suffers Permanent Incapacity may receive a benefit according to the value of the Member's Account, and may include the proceeds of any relevant insurance policy taken out by the Trustees.

Temporary Incapacity Benefit

2.21. In some cases an income stream benefit may be payable on a Member's Temporary Incapacity from the Member's Account or from the proceeds of an insurance policy if taken out by the Fund, to cover such an event.

Severe Financial Hardship

2.22. Members may apply for benefits to be paid on the basis of the Member's severe financial hardship In circumstances prescribed by the SIS Regulations.

Compassionate Grounds

2.23. A Member may apply to the Regulator for the release of benefits to the Member on compassionate grounds as set out in the SIS Regulations. A lump sum, not exceeding an amount determined by the Regulator will be paid to a Member if the Member satisfies the requirements of the SIS Regulations.

3. INVESTMENTS AND RISKS

- **3.1.** The Trustees or directors of a Corporate Trustee, (and therefore the Members because they are the Trustees or directors) have full responsibility for the management and administration of the Fund.
- **3.2.** This includes the significant function to invest contributions made to the Fund on behalf of Members. The Trustees are required to formulate an investment strategy to meet the Fund's investment objectives taking into account relevant circumstances, but they do not guarantee the performance of the Fund or any particular investment.
- **3.3.** The performance of the Fund will depend on the success or otherwise of the investment strategy together with external factors, such as prevailing or changing economic conditions. The way in which the Fund performs, will affect the value of Benefits a Member will receive from the Fund.
- **3.4.** The Trustees may seek professional assistance in performing their management, administration and investment functions.

- 3.5. As control of the Fund rests with the Trustees, prospective Members should be aware that voting in Trustee meetings to make decisions regarding the administration, investment and management functions of the Fund is according to majority of votes based on the size of Member Account balances and therefore these functions may be controlled by the Trustees who represent the Members with the largest Member Account balances.
- **3.6.** Factors such as account labour standards, environmental, social or ethical matters are not taken into account in the selection, retention or realisation of investments.

4. CONTRIBUTIONS

- **4.1.** A Member and others, such as employers, the Government (by co-contributions), spouses, may make contributions to the Fund on behalf of a Member.
- **4.2.** Contributions made to the Fund on behalf of a member are credited to the Member's Account. Deductions are made from this account for benefit payments, Fund expenses, losses and taxes. Earnings are credited (or debited) to this account.
- **4.3.** Members may apply to split contributions with their spouse.
- **4.4.** There are limits to the amount of contributions that can be made, and there are tax implications should contributions exceed certain capped amounts.
- **4.5.** There are two types of contributions: concessional and non-concessional.
- **4.6.** In general, all concessional contributions are included in the assessable income of the Fund. They include employer contributions, salary sacrifice contributions, deductible contributions made by a Member, super guarantee amounts transferred to the Fund.
- **4.7.** Concessional (or tax deductible) contributions made to the Fund on behalf of a Member are capped from 1 July 2009 to \$25,000.00 per annum (indexed to average weekly ordinary time earnings-AWOTE), irrespective of the age of the Member. For Members who are 50 or over or when they turn 50 between 1 July 2007 and 30 June 2012, concessional contributions are capped to \$50,000.00 per annum (not indexed).
- **4.8.** Concessional contributions are taxed at 15% in the hands of the Fund. Concessional contributions in excess of the cap will be taxed in the hands of the Member for an additional 31.5%. That additional tax can be paid from the Member's entitlement in the Fund at the Member's request. Excess concessional contributions will be counted against the Member's non-concessional contributions cap, as set out below.
- **4.9.** Members aged between 65 and 75, who wish to contribute to the Fund, must satisfy the work test (currently 40 hours work in a 30 day period). The Fund cannot accept contributions from Members aged 75 or more.
- **4.10.** Non-concessional contributions are generally after tax contributions for which no tax deduction is claimed. For instance, they will include personal contributions made by a Member for which they do not claim a tax deduction.
- **4.11.** Members can make non-concessional contributions when they are:
 - (a) under 65 years old, and may contribute up to \$150,000.00 per annum (increasing to remain at 3 times the concessional contributions cap as above) or \$450,000.00 if averaged over 3 years; or
 - (b) between 65 years to 74 years old, and may contribute up to \$150,000.00 per annum (no averaging) provided the Member satisfies the work test.

- **4.12.** Non-concessional contributions within the above limits will be tax free when contributed or withdrawn from the Fund. The earnings in the Fund on non-concessional contributions are taxed concessionally at 15 per cent in the Fund.
- **4.13.** Contributions made in excess of the non-concessional contributions cap are taxed at 46.50%.
- **4.14.** Members should seek professional advice when making such contributions to avoid adverse taxation consequences.

5. COSTS

- **5.1.** The Trustee/s and the Director/s of the Corporate Trustee cannot charge the Fund fees for their services but can be reimbursed by the Fund for expenses incurred on behalf of the Fund in the management and administration of the Fund.
- **5.2.** Fees and commissions may be paid by the Fund to the providers of financial products to the Fund where the Fund elects to invest in those financial products.

6. CHARACTERISTICS

- 6.1. Trustees make decisions regarding the administration and management of the Fund, such as setting the investment strategy and payment of Benefits to Members. Decisions will be made by Trustees at meetings. Where the Trustees are persons, each Trustee at a meeting of Trustees will have the number of votes equivalent to the nearest dollar amount of the Member's Account balance of the Member they represent, but no less than one vote each. If the Trustee is a company, the constitution of the company will determine the voting power of directors and legal advice should be sought by prospective Members regarding the company's constitution and the voting rights that will apply to Trustee's decisions as meetings.
- **6.2.** The Fund must have fewer than 5 Members.
- **6.3.** Members of the Fund, or their Legal Personal Representative, must be either Trustees of the Fund or directors of a corporate Trustee of the Fund.
- **6.4.** A Member cannot be the Employer of another Member, unless they are Relatives.
- 6.5. In the case of a sole or one Member Fund, the Member may be the sole director of a corporate Trustee or there may be two directors who are the Member and another person who is not an employer of the Member unless they are the Relative of the Member. Where the Trustee is not a corporate Trustee, the Member and another person who is not an employer of the Member unless they are the Relative of the Member, must be the Trustees of the Fund.

7. TAXATION IMPLICATIONS

- **7.1.** The Fund will attract concessional taxation treatment provided it remains a Regulated Superannuation Fund and a Complying Superannuation Fund.
- **7.2.** Tax is payable by the Fund on deductible or concessional contributions to the Fund and investment earnings of the Fund.
- **7.3.** Taxation of contributions and Benefits is complex and it is recommended that professional advice from a taxation advisor is sought.
- **7.4.** Benefits paid from a taxed source either as a lump sum or pension will be tax free when paid to Members who are 60 years of age or older.

- **7.5.** Superannuation benefits paid to Members who are under 60 years of age are subject to tax as follows:
 - (a) the exempt component will be paid tax free and comprises: the pre-July 83 component; the CGT exempt component; the post-June 1994 invalidity component; the concessional component and the non-concessional (post-tax) contributions:
 - (b) the taxable component comprises the current post-June 1983 component and the non qualifying component and is subject to varying rates of tax depending on the Member's age. If the Member is below their preservation age, the tax rate will be 20%. For Members of preservation age to age 59, it will be paid tax free up to the low-rate cap amount of \$140,000.00 and amounts above the cap will be taxed at 15 per cent;
 - (c) the taxable component of a Pension paid to a Member who is under 60 years of age but has reached their preservation age, is taxed as assessable income and the Member is entitled to a pension rebate or tax offset equal to 15% of the taxable component of the pension; and
 - (d) once the Member receiving the Pension turns 60, their pension will be tax free;
- **7.6.** Tax offsets may be available on certain contributions made for a non working or low income Member by the Member's spouse. Tax deductions may also be available for contributions by self-employed persons or by an employer for its employees.

8. COOLING OFF PERIOD

- **8.1.** There is no cooling-off period applicable to membership in this Fund.
- **8.2.** Members can cancel their membership at any time; however, once contributions have been made to the Fund, it must be preserved in the superannuation system until a condition of release is satisfied.

9. DISPUTE RESOLUTION

- **9.1.** The Trustees are bound to act in accordance with the Fund Deed.
- **9.2.** Self managed superannuation funds are specifically excluded from the jurisdiction of the Superannuation Complaints Tribunal. Legal advice should be sought if Members are dissatisfied with the Trustees' decisions.

10. ANNUAL REPORTING

10.1. Each financial year, the Trustees will prepare the Fund's accounts and Members' statements disclosing financial and other information required under the SIS Act and Regulations.

I, as a Member of the Fund acknowledge that I have received information regarding the Fund and its benefits from the above Trustee(s) and hereby accept the terms disclosed in this product disclosure statement for **The Harper Family Superannuation Fund**.

David Harper

Date

PRODUCT DISCLOSURE STATEMENT

Issued to Member: Elizabeth Gaye Harper

The Harper Family Superannuation Fund

Trustee:

D. Harper Investments Pty Ltd

ACN 081 139 997

Member:

Elizabeth Gaye Harper

Date of Issue:

8,8,10

1. INTRODUCTION

- **1.1.** The Trustees issue this Product Disclosure Statement (PDS) to existing or prospective new Members (if any) of the Fund.
- **1.2.** The purpose of this PDS is to provide persons interested in becoming Members of the Fund with relevant information about the provisions of the Fund.
- 1.3. The Fund as a Regulated Superannuation Fund and a Complying Superannuation Fund under the Superannuation Industry (Supervision) Act (1993) is eligible for concessional tax treatment under the Tax Act. The regulator of the Fund is the Australian Taxation Office.
- **1.4.** The provisions of the Fund are set out in the Fund's Deed and Rules. The Fund will also comply with the standards set out in the SIS Act and SIS Regulations.
- **1.5.** Terms and phrases used in this PDS are defined in the Rules of the Fund, which are part of the Fund Deed.
- **1.6.** The Corporations Act 2001 and Regulations provides that Members who become members of the Fund when it is established, are to be given this PDS as soon as practicable but within 3 months of becoming a Member. Other Members are to be given the PDS at the time they join the Fund.
- 1.7. Contributions are made to the Fund on behalf of each Member and credited to the Member's Account. The Fund invests these contributions and amounts (e.g. earnings on investments) are credited to the Member's Account. Amounts (e.g. Fund expenses, tax and losses) are debited to Member's Account. A Member's benefit is preserved in the Fund and cannot be received by the Member until such time as the Member satisfies a condition of release. At that time, a Benefit representing the balance of the Member's Account and/or the proceeds of death or disability insurance taken out by the Fund, if any, may be payable to the Member. The Benefit may be in the form of a lump sum payment or Pension or both, depending on the Rules of the Fund and the provisions of the Act.
- **1.8.** The primary purpose of a Fund, where the Trustees are persons, is to provide benefits in the form of old age pensions for its Members.
- **1.9.** If the Trustee is a corporate trustee, benefits may be paid by lump sum payment when an appropriate condition of release has been met.

2. BENEFITS

- 2.1. Benefits, based on the value of the Member's Account, are payable to Members as a lump sum payment or pension or both as permitted by the Rules of the Fund and the Act and when a condition of release is satisfied. Until a condition of release is satisfied a Member cannot obtain access to the Member's Benefit.
- 2.2. A Member is not compelled to withdraw benefits from the Fund and they may remain in the Fund indefinitely. A Member may elect to transfer their benefit from the Fund to a Superannuation Entity. If the Trustee expels a Member from the Fund, at the Trustee's discretion, the Member's benefit will be paid to the Superannuation Entity nominated by the Member, and if none is nominated, to an Eligible Rollover Fund chosen by the Trustee.
- **2.3.** The value of the Member's Account is calculated based on contributions made for a Member, increases or decreases in the value of the Fund's investments and accrued income on contributions and investments less payment of taxes, Fund expenses and investment losses.

Retirement

- **2.4.** On a Member's retirement (as defined by the SIS Regulations) or when turning 65 years, a Member will be entitled to payment of a Benefit calculated according to the value of the Member's Account.
- **2.5.** Member benefits will be paid by the Trustees as permitted under SIS Act and Regulations in the form of a lump sum or a Pension or a combination of both.

Pension Benefits

- **2.6.** The Trustee may permit a Member to elect to receive their lump sum Benefit in the form of an income stream called a Pension.
- 2.7. Pensions paid by the Fund after 1 July 2007 will be account based pensions.

A person can commence an account based pension in accordance with the rules that require:

- (a) the total payments made annually must be made at least the amount calculated using the applicable percentage amount below of the pension account balance. There is no maximum limit on the amount of annual payments that can be made:
- (b) an amount or percentage of the pension cannot be prescribed as being left over when the pension ceases;
- (c) the pension's capital value and the income from it cannot be used as security for borrowing;
- (d) the pension can be commuted;
- (e) the pension may be transferable to a Pension Dependant only on the death of the pensioner; and
- (f) the pension account balance cannot be increased by contributions or rollovers.

- **2.8.** A Transition to Retirement Pension may be paid to a Member who has reached their preservation age, as set out below, but continues to work. This pension is an account based pension that must meet certain other requirements, as follows:
 - (a) total pension payments in any year must be no greater than 10% of the account balance at the start of that year; and
 - (b) the pension cannot be commuted and taken as a lump sum until the member meets a condition of release of retirement (as defined in the SIS Regulations), death, Permanent Incapacity or attaining age 65.
- **2.9.** The preservation age depends on the date of birth of the Member as follows:
- 2.10. The Trustees may make available any other form of pension permitted by the Act.

Death Benefits

- **2.11.** If a Member dies, a benefit is payable calculated according to the value of the Member's Account, and may include the proceeds of any relevant insurance policy taken out by the Trustees.
- **2.12.** In the absence of a valid Binding Death Benefit Nomination, the benefit will be payable to one or more of the Member's Dependants or the Member's estate in proportions determined by the Trustees.
- **2.13.** Members are able to notify the Trustees of one or more of the Member's Dependants or the Member's estate who they wish to be considered in the payment of the death benefit. Members can do so by providing the Trustees with a Non-Binding Death Benefit Nomination. The Trustees however are not bound by the wishes set out in this non binding nomination.
- **2.14.** Alternatively, Members may give a Binding Death Benefit Nomination to the Trustees nominating one or more of the Member's Dependants or the Member's estate to whom the Trustees will pay benefits on the Member's death. The Binding Death Benefit Nomination is binding on the Trustees.
- **2.15.** Both types of nominations can be updated at any time and should be revised if circumstances change for example marriage or children.
- 2.16. Death benefits are tax free if paid as a lump sum to death benefit dependants (as defined by section 302.195 of the Income Tax Assessment Act 1997) of the Member. Tax is payable on lump sum payments to persons who are not death benefit dependants. The taxable component of a lump sum benefit paid to a non death benefit dependant will be taxed at 15 per cent.
- **2.17.** Some persons who may qualify to receive a death benefit as a Dependant may be liable for tax on the benefit if they do not fall within the definition of a death benefit dependant.
- **2.18.** Only a Pension Dependant can apply to receive a death benefit as a pension, but the taxation treatment will depend on the age of the deceased Member and the Pension Dependant:
 - (a) if the deceased Member was age 60 or over at the time of death, the pension payments to the Pension Dependant will be tax free;

- (b) if the deceased Member was under age 60 at the time of death, the pension will be taxed at the Pension Dependant's marginal tax rate and is eligible for a tax offset equal to 15% of the taxed element of the taxable component. If (or when) the Pension Dependant is aged 60 and over, the pension payment will be tax free.
- **2.19.** The tax treatment of benefits paid as pensions or lump sum payments will depend on whether the recipient is a death benefits dependant as defined in section 302.195 of the Tax Act.

Permanent Incapacity Benefit

2.20. A Member who suffers Permanent Incapacity may receive a benefit according to the value of the Member's Account, and may include the proceeds of any relevant insurance policy taken out by the Trustees.

Temporary Incapacity Benefit

2.21. In some cases an income stream benefit may be payable on a Member's Temporary Incapacity from the Member's Account or from the proceeds of an insurance policy if taken out by the Fund, to cover such an event.

Severe Financial Hardship

2.22. Members may apply for benefits to be paid on the basis of the Member's severe financial hardship In circumstances prescribed by the SIS Regulations.

Compassionate Grounds

2.23. A Member may apply to the Regulator for the release of benefits to the Member on compassionate grounds as set out in the SIS Regulations. A lump sum, not exceeding an amount determined by the Regulator will be paid to a Member if the Member satisfies the requirements of the SIS Regulations.

3. INVESTMENTS AND RISKS

- **3.1.** The Trustees or directors of a Corporate Trustee, (and therefore the Members because they are the Trustees or directors) have full responsibility for the management and administration of the Fund.
- 3.2. This includes the significant function to invest contributions made to the Fund on behalf of Members. The Trustees are required to formulate an investment strategy to meet the Fund's investment objectives taking into account relevant circumstances, but they do not guarantee the performance of the Fund or any particular investment.
- **3.3.** The performance of the Fund will depend on the success or otherwise of the investment strategy together with external factors, such as prevailing or changing economic conditions. The way in which the Fund performs, will affect the value of Benefits a Member will receive from the Fund.
- **3.4.** The Trustees may seek professional assistance in performing their management, administration and investment functions.

- 3.5. As control of the Fund rests with the Trustees, prospective Members should be aware that voting in Trustee meetings to make decisions regarding the administration, investment and management functions of the Fund is according to majority of votes based on the size of Member Account balances and therefore these functions may be controlled by the Trustees who represent the Members with the largest Member Account balances.
- **3.6.** Factors such as account labour standards, environmental, social or ethical matters are not taken into account in the selection, retention or realisation of investments.

4. CONTRIBUTIONS

- **4.1.** A Member and others, such as employers, the Government (by co-contributions), spouses, may make contributions to the Fund on behalf of a Member.
- **4.2.** Contributions made to the Fund on behalf of a member are credited to the Member's Account. Deductions are made from this account for benefit payments, Fund expenses, losses and taxes. Earnings are credited (or debited) to this account.
- **4.3.** Members may apply to split contributions with their spouse.
- **4.4.** There are limits to the amount of contributions that can be made, and there are tax implications should contributions exceed certain capped amounts.
- **4.5.** There are two types of contributions: concessional and non-concessional.
- **4.6.** In general, all concessional contributions are included in the assessable income of the Fund. They include employer contributions, salary sacrifice contributions, deductible contributions made by a Member, super guarantee amounts transferred to the Fund.
- 4.7. Concessional (or tax deductible) contributions made to the Fund on behalf of a Member are capped from 1 July 2009 to \$25,000.00 per annum (indexed to average weekly ordinary time earnings-AWOTE), irrespective of the age of the Member. For Members who are 50 or over or when they turn 50 between 1 July 2007 and 30 June 2012, concessional contributions are capped to \$50,000.00 per annum (not indexed).
- 4.8. Concessional contributions are taxed at 15% in the hands of the Fund. Concessional contributions in excess of the cap will be taxed in the hands of the Member for an additional 31.5%. That additional tax can be paid from the Member's entitlement in the Fund at the Member's request. Excess concessional contributions will be counted against the Member's non-concessional contributions cap, as set out below.
- **4.9.** Members aged between 65 and 75, who wish to contribute to the Fund, must satisfy the work test (currently 40 hours work in a 30 day period). The Fund cannot accept contributions from Members aged 75 or more.
- **4.10.** Non-concessional contributions are generally after tax contributions for which no tax deduction is claimed. For instance, they will include personal contributions made by a Member for which they do not claim a tax deduction.
- **4.11.** Members can make non-concessional contributions when they are:
 - (a) under 65 years old, and may contribute up to \$150,000.00 per annum (increasing to remain at 3 times the concessional contributions cap as above) or \$450,000.00 if averaged over 3 years; or
 - (b) between 65 years to 74 years old, and may contribute up to \$150,000.00 per annum (no averaging) provided the Member satisfies the work test.

- **4.12.** Non-concessional contributions within the above limits will be tax free when contributed or withdrawn from the Fund. The earnings in the Fund on non-concessional contributions are taxed concessionally at 15 per cent in the Fund.
- **4.13.** Contributions made in excess of the non-concessional contributions cap are taxed at 46.50%.
- **4.14.** Members should seek professional advice when making such contributions to avoid adverse taxation consequences.

5. COSTS

- **5.1.** The Trustee/s and the Director/s of the Corporate Trustee cannot charge the Fund fees for their services but can be reimbursed by the Fund for expenses incurred on behalf of the Fund in the management and administration of the Fund.
- **5.2.** Fees and commissions may be paid by the Fund to the providers of financial products to the Fund where the Fund elects to invest in those financial products.

6. CHARACTERISTICS

- 6.1. Trustees make decisions regarding the administration and management of the Fund, such as setting the investment strategy and payment of Benefits to Members. Decisions will be made by Trustees at meetings. Where the Trustees are persons, each Trustee at a meeting of Trustees will have the number of votes equivalent to the nearest dollar amount of the Member's Account balance of the Member they represent, but no less than one vote each. If the Trustee is a company, the constitution of the company will determine the voting power of directors and legal advice should be sought by prospective Members regarding the company's constitution and the voting rights that will apply to Trustee's decisions as meetings.
- **6.2.** The Fund must have fewer than 5 Members.
- **6.3.** Members of the Fund, or their Legal Personal Representative, must be either Trustees of the Fund or directors of a corporate Trustee of the Fund.
- **6.4.** A Member cannot be the Employer of another Member, unless they are Relatives.
- 6.5. In the case of a sole or one Member Fund, the Member may be the sole director of a corporate Trustee or there may be two directors who are the Member and another person who is not an employer of the Member unless they are the Relative of the Member. Where the Trustee is not a corporate Trustee, the Member and another person who is not an employer of the Member unless they are the Relative of the Member, must be the Trustees of the Fund.

7. TAXATION IMPLICATIONS

- **7.1.** The Fund will attract concessional taxation treatment provided it remains a Regulated Superannuation Fund and a Complying Superannuation Fund.
- **7.2.** Tax is payable by the Fund on deductible or concessional contributions to the Fund and investment earnings of the Fund.
- **7.3.** Taxation of contributions and Benefits is complex and it is recommended that professional advice from a taxation advisor is sought.
- **7.4.** Benefits paid from a taxed source either as a lump sum or pension will be tax free when paid to Members who are 60 years of age or older.

- **7.5.** Superannuation benefits paid to Members who are under 60 years of age are subject to tax as follows:
 - (a) the exempt component will be paid tax free and comprises: the pre-July 83 component; the CGT exempt component; the post-June 1994 invalidity component; the concessional component and the non-concessional (post-tax) contributions;
 - (b) the taxable component comprises the current post-June 1983 component and the non qualifying component and is subject to varying rates of tax depending on the Member's age. If the Member is below their preservation age, the tax rate will be 20%. For Members of preservation age to age 59, it will be paid tax free up to the low-rate cap amount of \$140,000.00 and amounts above the cap will be taxed at 15 per cent;
 - (c) the taxable component of a Pension paid to a Member who is under 60 years of age but has reached their preservation age, is taxed as assessable income and the Member is entitled to a pension rebate or tax offset equal to 15% of the taxable component of the pension; and
 - (d) once the Member receiving the Pension turns 60, their pension will be tax free;
- **7.6.** Tax offsets may be available on certain contributions made for a non working or low income Member by the Member's spouse. Tax deductions may also be available for contributions by self-employed persons or by an employer for its employees.

8. COOLING OFF PERIOD

- **8.1.** There is no cooling-off period applicable to membership in this Fund.
- **8.2.** Members can cancel their membership at any time; however, once contributions have been made to the Fund, it must be preserved in the superannuation system until a condition of release is satisfied.

9. DISPUTE RESOLUTION

- **9.1.** The Trustees are bound to act in accordance with the Fund Deed.
- **9.2.** Self managed superannuation funds are specifically excluded from the jurisdiction of the Superannuation Complaints Tribunal. Legal advice should be sought if Members are dissatisfied with the Trustees' decisions.

10. ANNUAL REPORTING

10.1. Each financial year, the Trustees will prepare the Fund's accounts and Members' statements disclosing financial and other information required under the SIS Act and Regulations.

I, as a Member of the Fund acknowledge that I have received information regarding the Fund and its benefits from the above Trustee(s) and hereby accept the terms disclosed in this product disclosure statement for **The Harper Family Superannuation Fund**.

Elizabeth Gaye Harper

8,8,16

Date

PRODUCT DISCLOSURE STATEMENT

Issued to Member: Seth David Harper

The Harper Family Superannuation Fund

Trustee:

D. Harper Investments Pty Ltd

ACN 081 139 997

Member:

Seth David Harper

Date of Issue:

8 ,8 ,10.

1. INTRODUCTION

- **1.1.** The Trustees issue this Product Disclosure Statement (PDS) to existing or prospective new Members (if any) of the Fund.
- **1.2.** The purpose of this PDS is to provide persons interested in becoming Members of the Fund with relevant information about the provisions of the Fund.
- **1.3.** The Fund as a Regulated Superannuation Fund and a Complying Superannuation Fund under the Superannuation Industry (Supervision) Act (1993) is eligible for concessional tax treatment under the Tax Act. The regulator of the Fund is the Australian Taxation Office.
- **1.4.** The provisions of the Fund are set out in the Fund's Deed and Rules. The Fund will also comply with the standards set out in the SIS Act and SIS Regulations.
- **1.5.** Terms and phrases used in this PDS are defined in the Rules of the Fund, which are part of the Fund Deed.
- **1.6.** The Corporations Act 2001 and Regulations provides that Members who become members of the Fund when it is established, are to be given this PDS as soon as practicable but within 3 months of becoming a Member. Other Members are to be given the PDS at the time they join the Fund.
- 1.7. Contributions are made to the Fund on behalf of each Member and credited to the Member's Account. The Fund invests these contributions and amounts (e.g. earnings on investments) are credited to the Member's Account. Amounts (e.g. Fund expenses, tax and losses) are debited to Member's Account. A Member's benefit is preserved in the Fund and cannot be received by the Member until such time as the Member satisfies a condition of release. At that time, a Benefit representing the balance of the Member's Account and/or the proceeds of death or disability insurance taken out by the Fund, if any, may be payable to the Member. The Benefit may be in the form of a lump sum payment or Pension or both, depending on the Rules of the Fund and the provisions of the Act.
- **1.8.** The primary purpose of a Fund, where the Trustees are persons, is to provide benefits in the form of old age pensions for its Members.
- **1.9.** If the Trustee is a corporate trustee, benefits may be paid by lump sum payment when an appropriate condition of release has been met.

2. BENEFITS

- 2.1. Benefits, based on the value of the Member's Account, are payable to Members as a lump sum payment or pension or both as permitted by the Rules of the Fund and the Act and when a condition of release is satisfied. Until a condition of release is satisfied a Member cannot obtain access to the Member's Benefit.
- 2.2. A Member is not compelled to withdraw benefits from the Fund and they may remain in the Fund indefinitely. A Member may elect to transfer their benefit from the Fund to a Superannuation Entity. If the Trustee expels a Member from the Fund, at the Trustee's discretion, the Member's benefit will be paid to the Superannuation Entity nominated by the Member, and if none is nominated, to an Eligible Rollover Fund chosen by the Trustee.
- 2.3. The value of the Member's Account is calculated based on contributions made for a Member, increases or decreases in the value of the Fund's investments and accrued income on contributions and investments less payment of taxes, Fund expenses and investment losses.

Retirement

- 2.4. On a Member's retirement (as defined by the SIS Regulations) or when turning 65 years, a Member will be entitled to payment of a Benefit calculated according to the value of the Member's Account.
- **2.5.** Member benefits will be paid by the Trustees as permitted under SIS Act and Regulations in the form of a lump sum or a Pension or a combination of both.

Pension Benefits

- **2.6.** The Trustee may permit a Member to elect to receive their lump sum Benefit in the form of an income stream called a Pension.
- **2.7.** Pensions paid by the Fund after 1 July 2007 will be account based pensions.

A person can commence an account based pension in accordance with the rules that require:

- (a) the total payments made annually must be made at least the amount calculated using the applicable percentage amount below of the pension account balance. There is no maximum limit on the amount of annual payments that can be made;
- (b) an amount or percentage of the pension cannot be prescribed as being left over when the pension ceases;
- (c) the pension's capital value and the income from it cannot be used as security for borrowing;
- (d) the pension can be commuted;
- (e) the pension may be transferable to a Pension Dependant only on the death of the pensioner; and
- (f) the pension account balance cannot be increased by contributions or rollovers.

- **2.8.** A Transition to Retirement Pension may be paid to a Member who has reached their preservation age, as set out below, but continues to work. This pension is an account based pension that must meet certain other requirements, as follows:
 - (a) total pension payments in any year must be no greater than 10% of the account balance at the start of that year; and
 - (b) the pension cannot be commuted and taken as a lump sum until the member meets a condition of release of retirement (as defined in the SIS Regulations), death, Permanent Incapacity or attaining age 65.
- **2.9.** The preservation age depends on the date of birth of the Member as follows:
- 2.10. The Trustees may make available any other form of pension permitted by the Act.

Death Benefits

- **2.11.** If a Member dies, a benefit is payable calculated according to the value of the Member's Account, and may include the proceeds of any relevant insurance policy taken out by the Trustees.
- **2.12.** In the absence of a valid Binding Death Benefit Nomination, the benefit will be payable to one or more of the Member's Dependants or the Member's estate in proportions determined by the Trustees.
- **2.13.** Members are able to notify the Trustees of one or more of the Member's Dependants or the Member's estate who they wish to be considered in the payment of the death benefit. Members can do so by providing the Trustees with a Non-Binding Death Benefit Nomination. The Trustees however are not bound by the wishes set out in this non binding nomination.
- **2.14.** Alternatively, Members may give a Binding Death Benefit Nomination to the Trustees nominating one or more of the Member's Dependants or the Member's estate to whom the Trustees will pay benefits on the Member's death. The Binding Death Benefit Nomination is binding on the Trustees.
- **2.15.** Both types of nominations can be updated at any time and should be revised if circumstances change for example marriage or children.
- **2.16.** Death benefits are tax free if paid as a lump sum to death benefit dependants (as defined by section 302.195 of the Income Tax Assessment Act 1997) of the Member. Tax is payable on lump sum payments to persons who are not death benefit dependants. The taxable component of a lump sum benefit paid to a non death benefit dependant will be taxed at 15 per cent.
- **2.17.** Some persons who may qualify to receive a death benefit as a Dependant may be liable for tax on the benefit if they do not fall within the definition of a death benefit dependant.
- **2.18.** Only a Pension Dependant can apply to receive a death benefit as a pension, but the taxation treatment will depend on the age of the deceased Member and the Pension Dependant:
 - (a) if the deceased Member was age 60 or over at the time of death, the pension payments to the Pension Dependant will be tax free;

- (b) if the deceased Member was under age 60 at the time of death, the pension will be taxed at the Pension Dependant's marginal tax rate and is eligible for a tax offset equal to 15% of the taxed element of the taxable component. If (or when) the Pension Dependant is aged 60 and over, the pension payment will be tax free.
- **2.19.** The tax treatment of benefits paid as pensions or lump sum payments will depend on whether the recipient is a death benefits dependant as defined in section 302.195 of the Tax Act.

Permanent Incapacity Benefit

2.20. A Member who suffers Permanent Incapacity may receive a benefit according to the value of the Member's Account, and may include the proceeds of any relevant insurance policy taken out by the Trustees.

Temporary Incapacity Benefit

2.21. In some cases an income stream benefit may be payable on a Member's Temporary Incapacity from the Member's Account or from the proceeds of an insurance policy if taken out by the Fund, to cover such an event.

Severe Financial Hardship

2.22. Members may apply for benefits to be paid on the basis of the Member's severe financial hardship In circumstances prescribed by the SIS Regulations.

Compassionate Grounds

2.23. A Member may apply to the Regulator for the release of benefits to the Member on compassionate grounds as set out in the SIS Regulations. A lump sum, not exceeding an amount determined by the Regulator will be paid to a Member if the Member satisfies the requirements of the SIS Regulations.

3. INVESTMENTS AND RISKS

- **3.1.** The Trustees or directors of a Corporate Trustee, (and therefore the Members because they are the Trustees or directors) have full responsibility for the management and administration of the Fund.
- **3.2.** This includes the significant function to invest contributions made to the Fund on behalf of Members. The Trustees are required to formulate an investment strategy to meet the Fund's investment objectives taking into account relevant circumstances, but they do not guarantee the performance of the Fund or any particular investment.
- **3.3.** The performance of the Fund will depend on the success or otherwise of the investment strategy together with external factors, such as prevailing or changing economic conditions. The way in which the Fund performs, will affect the value of Benefits a Member will receive from the Fund.
- **3.4.** The Trustees may seek professional assistance in performing their management, administration and investment functions.

- 3.5. As control of the Fund rests with the Trustees, prospective Members should be aware that voting in Trustee meetings to make decisions regarding the administration, investment and management functions of the Fund is according to majority of votes based on the size of Member Account balances and therefore these functions may be controlled by the Trustees who represent the Members with the largest Member Account balances.
- **3.6.** Factors such as account labour standards, environmental, social or ethical matters are not taken into account in the selection, retention or realisation of investments.

4. CONTRIBUTIONS

- **4.1.** A Member and others, such as employers, the Government (by co-contributions), spouses, may make contributions to the Fund on behalf of a Member.
- **4.2.** Contributions made to the Fund on behalf of a member are credited to the Member's Account. Deductions are made from this account for benefit payments, Fund expenses, losses and taxes. Earnings are credited (or debited) to this account.
- **4.3.** Members may apply to split contributions with their spouse.
- **4.4.** There are limits to the amount of contributions that can be made, and there are tax implications should contributions exceed certain capped amounts.
- **4.5.** There are two types of contributions: concessional and non-concessional.
- **4.6.** In general, all concessional contributions are included in the assessable income of the Fund. They include employer contributions, salary sacrifice contributions, deductible contributions made by a Member, super guarantee amounts transferred to the Fund.
- **4.7.** Concessional (or tax deductible) contributions made to the Fund on behalf of a Member are capped from 1 July 2009 to \$25,000.00 per annum (indexed to average weekly ordinary time earnings-AWOTE), irrespective of the age of the Member. For Members who are 50 or over or when they turn 50 between 1 July 2007 and 30 June 2012, concessional contributions are capped to \$50,000.00 per annum (not indexed).
- **4.8.** Concessional contributions are taxed at 15% in the hands of the Fund. Concessional contributions in excess of the cap will be taxed in the hands of the Member for an additional 31.5%. That additional tax can be paid from the Member's entitlement in the Fund at the Member's request. Excess concessional contributions will be counted against the Member's non-concessional contributions cap, as set out below.
- **4.9.** Members aged between 65 and 75, who wish to contribute to the Fund, must satisfy the work test (currently 40 hours work in a 30 day period). The Fund cannot accept contributions from Members aged 75 or more.
- **4.10.** Non-concessional contributions are generally after tax contributions for which no tax deduction is claimed. For instance, they will include personal contributions made by a Member for which they do not claim a tax deduction.
- **4.11.** Members can make non-concessional contributions when they are:
 - (a) under 65 years old, and may contribute up to \$150,000.00 per annum (increasing to remain at 3 times the concessional contributions cap as above) or \$450,000.00 if averaged over 3 years; or
 - (b) between 65 years to 74 years old, and may contribute up to \$150,000.00 per annum (no averaging) provided the Member satisfies the work test.

- **4.12.** Non-concessional contributions within the above limits will be tax free when contributed or withdrawn from the Fund. The earnings in the Fund on non-concessional contributions are taxed concessionally at 15 per cent in the Fund.
- **4.13.** Contributions made in excess of the non-concessional contributions cap are taxed at 46.50%.
- **4.14.** Members should seek professional advice when making such contributions to avoid adverse taxation consequences.

5. COSTS

- **5.1.** The Trustee/s and the Director/s of the Corporate Trustee cannot charge the Fund fees for their services but can be reimbursed by the Fund for expenses incurred on behalf of the Fund in the management and administration of the Fund.
- **5.2.** Fees and commissions may be paid by the Fund to the providers of financial products to the Fund where the Fund elects to invest in those financial products.

6. CHARACTERISTICS

- **6.1.** Trustees make decisions regarding the administration and management of the Fund, such as setting the investment strategy and payment of Benefits to Members. Decisions will be made by Trustees at meetings. Where the Trustees are persons, each Trustee at a meeting of Trustees will have the number of votes equivalent to the nearest dollar amount of the Member's Account balance of the Member they represent, but no less than one vote each. If the Trustee is a company, the constitution of the company will determine the voting power of directors and legal advice should be sought by prospective Members regarding the company's constitution and the voting rights that will apply to Trustee's decisions as meetings.
- **6.2.** The Fund must have fewer than 5 Members.
- **6.3.** Members of the Fund, or their Legal Personal Representative, must be either Trustees of the Fund or directors of a corporate Trustee of the Fund.
- **6.4.** A Member cannot be the Employer of another Member, unless they are Relatives.
- 6.5. In the case of a sole or one Member Fund, the Member may be the sole director of a corporate Trustee or there may be two directors who are the Member and another person who is not an employer of the Member unless they are the Relative of the Member. Where the Trustee is not a corporate Trustee, the Member and another person who is not an employer of the Member unless they are the Relative of the Member, must be the Trustees of the Fund.

7. TAXATION IMPLICATIONS

- **7.1.** The Fund will attract concessional taxation treatment provided it remains a Regulated Superannuation Fund and a Complying Superannuation Fund.
- **7.2.** Tax is payable by the Fund on deductible or concessional contributions to the Fund and investment earnings of the Fund.
- **7.3.** Taxation of contributions and Benefits is complex and it is recommended that professional advice from a taxation advisor is sought.
- **7.4.** Benefits paid from a taxed source either as a lump sum or pension will be tax free when paid to Members who are 60 years of age or older.

- **7.5.** Superannuation benefits paid to Members who are under 60 years of age are subject to tax as follows:
 - (a) the exempt component will be paid tax free and comprises: the pre-July 83 component; the CGT exempt component; the post-June 1994 invalidity component; the concessional component and the non-concessional (post-tax) contributions;
 - (b) the taxable component comprises the current post-June 1983 component and the non qualifying component and is subject to varying rates of tax depending on the Member's age. If the Member is below their preservation age, the tax rate will be 20%. For Members of preservation age to age 59, it will be paid tax free up to the low-rate cap amount of \$140,000.00 and amounts above the cap will be taxed at 15 per cent;
 - (c) the taxable component of a Pension paid to a Member who is under 60 years of age but has reached their preservation age, is taxed as assessable income and the Member is entitled to a pension rebate or tax offset equal to 15% of the taxable component of the pension; and
 - (d) once the Member receiving the Pension turns 60, their pension will be tax free;
- **7.6.** Tax offsets may be available on certain contributions made for a non working or low income Member by the Member's spouse. Tax deductions may also be available for contributions by self-employed persons or by an employer for its employees.

8. COOLING OFF PERIOD

- **8.1.** There is no cooling-off period applicable to membership in this Fund.
- **8.2.** Members can cancel their membership at any time; however, once contributions have been made to the Fund, it must be preserved in the superannuation system until a condition of release is satisfied.

9. DISPUTE RESOLUTION

- **9.1.** The Trustees are bound to act in accordance with the Fund Deed.
- **9.2.** Self managed superannuation funds are specifically excluded from the jurisdiction of the Superannuation Complaints Tribunal. Legal advice should be sought if Members are dissatisfied with the Trustees' decisions.

10. ANNUAL REPORTING

10.1. Each financial year, the Trustees will prepare the Fund's accounts and Members' statements disclosing financial and other information required under the SIS Act and Regulations.

I, as a Member of the Fund acknowledge that I have received information regarding the Fund and its benefits from the above Trustee(s) and hereby accept the terms disclosed in this product disclosure statement for **The Harper Family Superannuation Fund**.

Ljupn	8, 8, 10
Seth David Harper	Date

MINUTES OF TRUSTEE MEETING

Trustee Resolutions

The Harper Family Superannuation Fund

The Harper Family Superannuation Fund ("the Trustee").				
Held at:	53 Browne Street, New Farm QLD 4005			
Date:	8,8,10			
Present:	David Harper Elizabeth Gaye Harper Seth David Harper ECI 2AB EM HAMER			
Chairperson:				
	was appointed Chairperson of the meeting.			
Quorum:	The Chairperson noted that a quorum was present at the Trustee Meeting to pass the proposed resolution.			
Adoption of Voting Powers:	The Chairperson noted that for the purposes of clause 8.5 of the Trust Deed, the Trustees are to determine by majority approval at the first meeting of the trustees one of the following as the method by which Trustees will be entitled to cast votes at all meetings of Trustees:			
	(1) each Trustee being entitled to cast the number of votes nearest to the number of whole dollars of that Member's Account the Trustee represents and any amounts in Reserve that an actuary has determined might be transferred to the Member's Account to pay a Pension, but no less than one vote each; or			
	(2) each Trustee being entitled to cast one vote each.			
	The Chairperson further noted that if the Trustees failed to make a determination, method (2) will apply and that if method (2) applies and there is a deadlock, the deadlock shall be resolved by weighting			

Trustee Resolutions:

IT WAS RESOLVED to adopt method:

each Trustee's votes nearest to the number of whole dollars of the Member's Account the Trustee represents and any amounts in Reserve that an actuary has determined might be transferred to the Member's Account to pay a Pension, but no less than one vote each.

(1)	Method 1	☐; o

(2) Method 2 .

Meeting Closed:	There being no further business the meeting was declared closed.			
	Confirmed as a true and correct record.			
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	Chairperson			
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