
Workpapers - 2023 Financial Year

Shooks Superannuation Fund

Preparer: Odyssey Resources

Reviewer: Odyssey Resources

Printed: 17 November 2023

Lead Schedule

2023 Financial Year

Code	Workpaper	CY Balance	LY Balance	Change	Status
23900	Dividends Received	(\$67,735.64)	(\$120,396.64)	(43.74)%	Completed
24200	Contributions	(\$5,560.32)	(\$3,422.13)	62.48%	Completed
24700	Changes in Market Values of Investments	\$22,731.11	\$426,077.94	(94.67)%	Completed
25000	Interest Received	(\$2,725.77)	(\$21.88)	12357.82%	Completed
30100	Accountancy Fees	\$2,398.00	\$1,738.00	37.97%	Completed
30400	ATO Supervisory Levy	\$259.00	\$259.00	0%	Completed
30700	Auditor's Remuneration	\$462.00	\$451.00	2.44%	Completed
31500	Bank Charges	\$5.00	(\$0.11)	(4645.45)%	Completed
37500	Investment Expenses		\$21,509.44	100%	Completed
41600	Pensions Paid	\$55,000.00	\$79,000.00	(30.38)%	Completed
48500	Income Tax Expense	(\$27,538.53)	(\$50,876.21)	(45.87)%	Completed
49000	Profit/Loss Allocation Account	\$22,705.15	(\$354,318.41)	(106.41)%	Completed
50000	Members	(\$1,018,193.12)	(\$995,487.97)	2.28%	Completed
60400	Bank Accounts	\$32,074.36	\$48,776.82	(34.24)%	Completed
60800	Term Deposits	\$100,000.00		100%	Completed
62000	Dividends Receivable	\$0.04		100%	Completed
77600	Shares in Listed Companies (Australian)	\$858,580.19	\$895,834.94	(4.16)%	Completed

Code	Workpaper	CY Balance	LY Balance	Change	Status
85000	Income Tax Payable /Refundable	\$27,538.53	\$50,876.21	(45.87)%	Completed
88000	Sundry Creditors	\$0.00		0%	Completed
A	Financial Statements				Completed
B	Permanent Documents				Completed
C	Other Documents				Completed
D	Pension Documentation				Completed
E	Estate Planning				Completed

23900 - Dividends Received

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
APE.AX	Eagers Automotive Limited	(\$2,719.50)		100%
AX1.AX	Accent Group Limited		(\$750.00)	100%
BEN.AX	Bendigo And Adelaide Bank Limited		(\$530.00)	100%
BOQ.AX	Bank Of Queensland Limited.	(\$1,000.00)		100%
CDM.AX	Cadence Capital Limited	(\$6,400.00)		100%
DSK.AX	Dusk Group Limited	(\$9,000.00)	(\$5,000.00)	80%
IAG.AX	Insurance Australia Group Limited		(\$240.00)	100%
IGL.AX	Ive Group Limited	(\$9,700.00)	(\$5,650.00)	71.68%
IPL.AX	Incitec Pivot Limited	(\$1,700.00)		100%
NAB.AX	National Australia Bank Limited		(\$1,800.00)	100%
PPT.AX	Perpetual Limited	(\$2,910.00)		100%
PTM.AX	Platinum Asset Management Limited	(\$8,050.00)	(\$7,880.00)	2.16%
S32.AX	South32 Limited	(\$5,026.21)		100%
SIQ.AX	Smartgroup Corporation Ltd		(\$1,470.00)	100%
SUN.AX	Suncorp Group Limited		(\$1,440.00)	100%
WAM.AX	WAM Capital Limited	(\$2,325.00)	(\$26,195.00)	(91.12)%
WAX.AX	Wam Research Limited	(\$7,306.80)		100%
WBC.AX	Westpac Banking Corporation		(\$67,370.96)	100%
WGB.AX	Wam Global Limited	(\$1,972.88)		100%

Account Code	Description	CY Balance	LY Balance	Change
WLE.AX	Wam Leaders Limited	(\$4,301.01)		100%
WMI.AX	Wam Microcap Limited	(\$5,324.24)	(\$1,250.00)	325.94%
WPL.AX	Woodside Petroleum Ltd		(\$820.68)	100%
TOTAL		CY Balance	LY Balance	
		(\$67,735.64)	(\$120,396.64)	

Supporting Documents

- Investment Income Comparison Report [Report](#)
- Dividend Reconciliation Report [Report](#)
- Interest and Dividend Summary.pdf
- APE_Payment_Advice_2023_03_31.pdf [APE.AX](#)
- BOQ_Dividend_Advice_2023_06_01.pdf [BOQ.AX](#)
- APE_Payment_Advice_2022_09_23.pdf [APE.AX](#)
- BOQ_Dividend_Advice_2022_09_01.pdf [BOQ.AX](#)
- CDM_Cadence_Capital_Limited_Final_dividend_period_end_30_Dem_2022_2023_IGL.pdf [CDM.AX](#)
- CDM_Cadence_Capital_Limited_Interim_Dividend_period_end_30_Dem_2022_2023_IGL.pdf [CDM.AX](#)
- DSK_Payment_Advice_2023_03_28.pdf [DSK.AX](#)
- DSK_Payment_Advice_2022_09_27.pdf [DSK.AX](#)
- IGL_Dividend_Advice_2022_10_13.pdf [IGL.AX](#)
- IGL_Dividend_Advice_2023_04_13.pdf [IGL.AX](#)
- PPT_Dividend_Advice_2022_09_30.pdf [PPT.AX](#)
- PTM_Payment_Advice_2023_03_17.pdf [PTM.AX](#)
- PTM_Payment_Advice_2022_09_15.pdf [PTM.AX](#)
- S32_Payment_Advice_2022_10_13.pdf [S32.AX](#)
- WAM_WAM_Capital_FY2023_fully_franded_interim_dividend_statement_2023_Apr_18.pdf [WAM.AX](#)
- WAM_WAM_Capital_FY2023_fully_franded_interim_dividend_statement_2023_Apr_18.pdf [WAX.AX](#)
- WGB_WAM_Global_FY2023_fully_franded_interim_dividend_statement_2023_Apr_18.pdf [WLE.AX](#)
- WMI_WAM_Microcap_FY2023_fully_franded_interim_dividend_statement_2023_Apr_18.pdf [WMI.AX](#)

Standard Checklist

- Attach copies of all dividend statements
- Attach copy of Dividend Reconciliation Report
- Attach copy of Investment Income Comparison Report

Shooks Superannuation Fund

Dividend Reconciliation Report

For The Period 01 July 2022 - 30 June 2023

Date	Net Payment Received	Australian Income			Foreign Income			Withheld		
		Unfranked	Franked	Franking Credits	Foreign Income	Foreign Credits	NZ Credits	TFN Withheld	Non-Resident	LIC Deduction
Shares in Listed Companies (Australian)										
APE.AX Eagers Automotive Limited										
23/09/2022	539.00	0.00	539.00	231.00						
31/03/2023	2,180.50	0.00	2,180.50	934.50						
	2,719.50	0.00	2,719.50	1,165.50						
BOQ.AX Bank Of Queensland Limited.										
01/06/2023	1,000.00	0.00	1,000.00	428.57						
	1,000.00	0.00	1,000.00	428.57						
CDM.AX Cadence Capital Limited										
28/10/2022	2,200.00	0.00	2,200.00	942.86						
28/04/2023	4,200.00	0.00	4,200.00	1,800.00						
	6,400.00	0.00	6,400.00	2,742.86						
DSK.AX Dusk Group Limited										
27/09/2022	5,000.00	0.00	5,000.00	2,142.86						
28/03/2023	4,000.00	0.00	4,000.00	1,714.29						
	9,000.00	0.00	9,000.00	3,857.15						
IGL.AX Ive Group Limited										

Shooks Superannuation Fund

Dividend Reconciliation Report

For The Period 01 July 2022 - 30 June 2023

Date	Net Payment Received	Australian Income			Foreign Income			Withheld		
		Unfranked	Franked	Franking Credits	Foreign Income	Foreign Credits	NZ Credits	TFN Withheld	Non-Resident	LIC Deduction
13/10/2022	4,000.00	0.00	4,000.00	1,714.29						
13/04/2023	5,700.00	0.00	5,700.00	2,035.71						
	9,700.00	0.00	9,700.00	3,750.00						
IPL.AX Incitec Pivot Limited										
27/01/2023	1,700.00	0.00	1,700.00	728.57						
	1,700.00	0.00	1,700.00	728.57						
PPT.AX Perpetual Limited										
30/09/2022	2,910.00	0.00	2,910.00	1,247.14						
	2,910.00	0.00	2,910.00	1,247.14						
PTM.AX Platinum Asset Management Limited										
15/09/2022	3,500.00	0.00	3,500.00	1,500.00						
17/03/2023	4,550.00	0.00	4,550.00	1,800.00						
	8,050.00	0.00	8,050.00	3,300.00						
S32.AX South32 Limited										
13/10/2022	5,026.21	0.00	5,026.21	2,154.09						
	5,026.21	0.00	5,026.21	2,154.09						
WAM.AX WAM Capital Limited										

Shooks Superannuation Fund

Dividend Reconciliation Report

For The Period 01 July 2022 - 30 June 2023

Date	Net Payment Received	Australian Income			Foreign Income			Withheld		
		Unfranked	Franked	Franking Credits	Foreign Income	Foreign Credits	NZ Credits	TFN Withheld	Non-Resident	LIC Deduction
26/05/2023	2,325.00	0.00	2,325.00	996.43						
	2,325.00	0.00	2,325.00	996.43						
WAX.AX Wam Research Limited										
21/04/2023	7,306.80	0.00	7,306.80	3,131.49						
	7,306.80	0.00	7,306.80	3,131.49						
WGB.AX Wam Global Limited										
24/04/2023	1,972.88	0.00	1,972.88	845.52						
	1,972.88	0.00	1,972.88	845.52						
WLE.AX Wam Leaders Limited										
30/11/2022	0.04	0.00	0.04	0.02						
09/06/2023	4,300.97	0.00	4,300.97	1,843.27						
	4,301.01	0.00	4,301.01	1,843.29						
WMI.AX Wam Microcap Limited										
24/04/2023	5,324.24	0.00	5,324.24	2,281.82						
	5,324.24	0.00	5,324.24	2,281.82						
	67,735.64	0.00	67,735.64	28,472.43						

Shooks Superannuation Fund

Dividend Reconciliation Report

For The Period 01 July 2022 - 30 June 2023

Date	Net Payment Received	Australian Income			Foreign Income			Withheld		
		Unfranked	Franked	Franking Credits	Foreign Income	Foreign Credits	NZ Credits	TFN Withheld	Non-Resident	LIC Deduction
TOTAL	67,735.64	0.00	67,735.64	28,472.43						

Tax Return Reconciliation

	Totals	Tax Return Label
Unfranked	0.00	J
Franked Dividends	67,735.64	K
Franking Credits	28,472.43	L

Shooks Superannuation Fund

Investment Income Comparison Report

As at 30 June 2023

Investment	Ledger Data			ASX & UUT Data							
	Transaction Date	Income Amount	Franking Credit	Date Payable	Ex Div/Dist Date	Units On Hand	45 Day Qualified	Amount per share/unit	Estimated Income	Estimated Franking*	
Reconciled											
Shares in Listed Companies (Australian)											
APE.AX	Eagers Automotive Limited	23/09/2022	539.00	231.00	23/09/2022	02/09/2022	2,450.00	2,450.00	0.2200	539.00	231.00
APE.AX	Eagers Automotive Limited	31/03/2023	2,180.50	934.50	31/03/2023	15/03/2023	4,450.00	4,450.00	0.4900	2,180.50	934.50
BOQ.AX	Bank Of Queensland Limited.	01/06/2023	1,000.00	428.57	01/06/2023	10/05/2023	5,000.00	5,000.00	0.2000	1,000.00	428.57
CDM.AX	Cadence Capital Limited	28/10/2022	2,200.00	942.86	28/10/2022	17/10/2022	55,000.00	55,000.00	0.0400	2,200.00	942.86
CDM.AX	Cadence Capital Limited	28/04/2023	4,200.00	1,800.00	28/04/2023	14/04/2023	105,000.00	105,000.00	0.0400	4,200.00	1,800.00
DSK.AX	Dusk Group Limited	27/09/2022	5,000.00	2,142.86	27/09/2022	12/09/2022	50,000.00	50,000.00	0.1000	5,000.00	2,142.85
DSK.AX	Dusk Group Limited	28/03/2023	4,000.00	1,714.29	28/03/2023	13/03/2023	50,000.00	50,000.00	0.0800	4,000.00	1,714.28
IGL.AX	Ive Group Limited	13/10/2022	4,000.00	1,714.29	13/10/2022	13/09/2022	50,000.00	50,000.00	0.0800	4,000.00	1,714.28
IGL.AX	Ive Group Limited	13/04/2023	5,700.00	2,035.71	13/04/2023	14/03/2023	60,000.00	50,000.00	0.0950	5,700.00	2,035.71
IPL.AX	Incitec Pivot Limited				21/12/2022	05/12/2022	10,000.00	10,000.00	0.1700	1,700.00	728.57
IPL.AX	Incitec Pivot Limited	27/01/2023	1,700.00	728.57							
PPT.AX	Perpetual Limited	30/09/2022	2,910.00	1,247.14	30/09/2022	08/09/2022	3,000.00	3,000.00	0.9700	2,910.00	1,247.14
PTM.AX	Platinum Asset Management Limited	15/09/2022	3,500.00	1,500.00	15/09/2022	01/09/2022	50,000.00	50,000.00	0.0700	3,500.00	1,500.00
PTM.AX	Platinum Asset Management Limited	17/03/2023	4,550.00	1,800.00	17/03/2023	02/03/2023	65,000.00	60,000.00	0.0700	4,550.00	1,800.00
S32.AX	South32 Limited	13/10/2022	5,026.21	2,154.09	13/10/2022	15/09/2022	20,000.00	20,000.00	0.2513	5,026.20	2,154.08
WAM.AX	WAM Capital Limited	26/05/2023	2,325.00	996.43	26/05/2023	15/05/2023	30,000.00	30,000.00	0.0775	2,325.00	996.43
WAX.AX	Wam Research Limited	21/04/2023	7,306.80	3,131.49	21/04/2023	11/04/2023	146,136.00	146,136.00	0.0500	7,306.80	3,131.48
WGB.AX	Wam Global Limited	24/04/2023	1,972.88	845.52	24/04/2023	12/04/2023	34,311.00	34,311.00	0.0575	1,972.88	845.52
WLE.AX	Wam Leaders Limited	30/11/2022	0.04	0.02	30/11/2022	17/11/2022	1.00	1.00	0.0400	0.04	0.02
WLE.AX	Wam Leaders Limited				31/05/2023	19/05/2023	95,577.00	95,577.00	0.0450	4,300.96	1,843.27

Shooks Superannuation Fund

Investment Income Comparison Report

As at 30 June 2023

Investment	Ledger Data			ASX & UUT Data							
	Transaction Date	Income Amount	Franking Credit	Date Payable	Ex Div/Dist Date	Units On Hand	45 Day Qualified	Amount per share/unit	Estimated Income	Estimated Franking*	
WLE.AX	Wam Leaders Limited	09/06/2023	4,300.97	1,843.27							
WMI.AX	Wam Microcap Limited	24/04/2023	5,324.24	2,281.82	24/04/2023	12/04/2023	101,414.00	101,414.00	0.0525	5,324.24	2,281.81
			67,735.64	28,472.43					3.1988	67,735.62	28,472.37
			67,735.64	28,472.43					3.1988	67,735.62	28,472.37

*Franking credit is estimated using 45 day qualified units. The estimation might not be accurate for preference shares and hedging arrangements.

Interest & Estimated Dividend Summary



1 JULY 2022 - 30 JUNE 2023

SHARES - 4073889 - HIN 32966985

MR LANCE SHOOKS + MRS CHRISTINA SHOOKS <SHOOKS SUPER FUND A/C>

ESTIMATED DIVIDEND SUMMARY

APE - EAGERS AUTOMOTIVE FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
15-Mar-2023	31-Mar-2023	Final	\$0.4900	4,450	\$0.00	\$2,180.50	\$2,180.50 ✓	\$934.50
02-Sep-2022	23-Sep-2022	Interim	\$0.2200	2,450	\$0.00	\$539.00	\$539.00 ✓	\$231.00
Sub Total					\$0.00	\$2,719.50	\$2,719.50	\$1,165.50

BOQ - BANK OF QUEENSLAND. FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
10-May-2023	01-Jun-2023	Interim	\$0.2000	5,000	\$0.00	\$1,000.00	\$1,000.00 ✓	\$428.57
Sub Total					\$0.00	\$1,000.00	\$1,000.00	\$428.57

CDM - CADENCE CAPITAL FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
14-Apr-2023	28-Apr-2023	Interim	\$0.0400	105,000	\$0.00	\$4,200.00	\$4,200.00 ✓	\$1,800.00
17-Oct-2022	28-Oct-2022	Final	\$0.0400	55,000	\$0.00	\$2,200.00	\$2,200.00 ✓	\$942.86
Sub Total					\$0.00	\$6,400.00	\$6,400.00	\$2,742.86

DSK - DUSK GROUP FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
13-Mar-2023	28-Mar-2023	Interim	\$0.0800	50,000	\$0.00	\$4,000.00	\$4,000.00 ✓	\$1,714.29
12-Sep-2022	27-Sep-2022	Final	\$0.1000	50,000	\$0.00	\$5,000.00	\$5,000.00 ✓	\$2,142.86
Sub Total					\$0.00	\$9,000.00	\$9,000.00	\$3,857.15

IGL - IVEGROUP FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
14-Mar-2023	13-Apr-2023	Interim	\$0.0950	60,000	\$0.00	\$5,700.00	\$5,700.00 ✓	\$2,442.86
13-Sep-2022	13-Oct-2022	Final	\$0.0800	50,000	\$0.00	\$4,000.00	\$4,000.00 ✓	\$1,714.29
Sub Total					\$0.00	\$9,700.00	\$9,700.00	\$4,157.15

IPL - INCITEC PIVOT FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
05-Dec-2022	21-Dec-2022	Final	\$0.1700	10,000	\$0.00	\$1,700.00	\$1,700.00 ✓	\$728.57
Sub Total					\$0.00	\$1,700.00	\$1,700.00	\$728.57

Interest & Estimated Dividend Summary



1 JULY 2022 - 30 JUNE 2023

PPT - PERPETUAL LIMITED FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
08-Sep-2022	30-Sep-2022	Final	\$0.9700	3,000	\$0.00	\$2,910.00	\$2,910.00 ✓	\$1,247.14
Sub Total					\$0.00	\$2,910.00	\$2,910.00	\$1,247.14

PTM - PLATINUM ASSET FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
02-Mar-2023	17-Mar-2023	Interim	\$0.0700	65,000	\$0.00	\$4,550.00	\$4,550.00 ✓	\$1,950.00
01-Sep-2022	15-Sep-2022	Final	\$0.0700	50,000	\$0.00	\$3,500.00	\$3,500.00 ✓	\$1,500.00
Sub Total					\$0.00	\$8,050.00	\$8,050.00	\$3,450.00

S32 - SOUTH32 LIMITED FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
15-Sep-2022	13-Oct-2022	Final	\$0.2513	20,000	\$0.00	\$5,026.20	\$5,026.20 ✓	\$2,154.09
Sub Total					\$0.00	\$5,026.20	\$5,026.20	\$2,154.09

WAM - WAM CAPITAL LIMITED FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
15-May-2023	26-May-2023	Interim	\$0.0775	30,000	\$0.00	\$2,325.00	\$2,325.00 ✓	\$996.43
Sub Total					\$0.00	\$2,325.00	\$2,325.00	\$996.43

WAX - WAM RESEARCH LTD FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
11-Apr-2023	21-Apr-2023	Interim	\$0.0500	146,136	\$0.00	\$7,306.80	\$7,306.80 ✓	\$3,131.49
Sub Total					\$0.00	\$7,306.80	\$7,306.80	\$3,131.49

WGB - WAM GLOBAL LIMITED FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
12-Apr-2023	24-Apr-2023	Interim	\$0.0575	34,311	\$0.00	\$1,972.88	\$1,972.88 ✓	\$845.52
Sub Total					\$0.00	\$1,972.88	\$1,972.88	\$845.52

WLE - WAM LEADERS LIMITED FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
19-May-2023	31-May-2023	Interim	\$0.0450	95,577	\$0.00	\$4,300.97	\$4,300.97 ✓	\$1,843.27
17-Nov-2022	30-Nov-2022	Final	\$0.0400	1	\$0.00	\$0.04	\$0.04	\$0.02
Sub Total					\$0.00	\$4,301.01	\$4,301.01	\$1,843.29

Interest & Estimated Dividend Summary

1 JULY 2022 - 30 JUNE 2023



WMI - WAM MICROCAP LIMITED FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
12-Apr-2023	24-Apr-2023	Interim	\$0.0525	101,414	\$0.00	\$5,324.24	\$5,324.24	\$2,281.82
Sub Total					\$0.00	\$5,324.24	\$5,324.24	\$2,281.82
TOTAL					\$0.00	\$67,735.63	\$67,735.63	\$29,029.58

ESTIMATED INTEREST RECEIVED

There are no transactions on this account.

TOTAL

\$0.00

INTEREST INCOME SUMMARY

Account	Interest
CDIA - 17752609	\$1,652.05
TOTAL	\$1,652.05



ABN 87 009 680 013

001526 000 APE



MR LANCE SHOOKS &
MRS CHRISTINA SHOOKS
<SHOOKS SUPER FUND A/C>
UNIT 15 35 EDIE PAYNE CL
NICHOLLS ACT 2913

Update your information:

Online:
www.computershare.com.au/easyupdate/ape

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

Enquiries:

(within Australia) 1300 850 505
(international) +61 3 9415 4000

Holder Identification Number (HIN)

HIN WITHHELD

ASX Code	APE
TFN/ABN Status	Quoted
Record Date	16 March 2023
Payment Date	31 March 2023
Direct Credit Reference No.	803732

2022 Final Dividend

Dear Shareholder(s),

This payment represents a final dividend of 49 cents per share for the year ended 31 December 2022. This dividend is paid on the shares registered in your name and entitled to participate as at the record date of 16 March 2023. This payment is 100% franked at the corporate tax rate of 30%.

Please register at www.computershare.com.au/easyupdate/ape in order to update your TFN, bank account and other details online.

Denis Stark
Company Secretary

Class Description	Amount per Share	Number of Shares	Franked Amount	Unfranked Amount	Gross Payment
Ordinary Shares	49 cents	4,450	\$2,180.50	\$0.00	\$2,180.50
				Net Payment	\$2,180.50
				Franking Credit	\$934.50

Note 1: You should retain this statement to assist you in preparing your tax return.

Note 2: If you require your payment to be re-issued, you may be charged an administrative fee which will be deducted from your payment.

Your Payment Instruction

COMMONWEALTH BANK OF AUSTRALIA
BSB: 062-911 Account number: XXXXXX71

Amount Deposited

AUD\$2,180.50



eagers
automotive

ABN 87 009 680 013

001528 000 APE



MR LANCE SHOOKS &
MRS CHRISTINA SHOOKS
<SHOOKS SUPER FUND A/C>
UNIT 15 35 EDIE PAYNE CL
NICHOLLS ACT 2913

Update your information:



Online:

www.computershare.com.au/easyupdate/ape



By Mail:

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

Enquiries:

(within Australia) 1300 850 505
(international) +61 3 9415 4000

Holder Identification Number (HIN)

HIN WITHHELD

ASX Code	APE
TFN/ABN Status	Quoted
Record Date	5 September 2022
Payment Date	23 September 2022
Direct Credit Reference No.	803825

2022 Interim Dividend

Dear Shareholder(s),

This payment represents an interim dividend of 22 cents per share for the half year ended 30 June 2022. This dividend is paid on the shares registered in your name and entitled to participate as at the record date of 5 September 2022. This payment is 100% franked at the corporate tax rate of 30%.

Please register at www.computershare.com.au/easyupdate/ape in order to update your TFN, bank account and other details online.

Denis Stark
Company Secretary

Class Description	Amount per Share	Number of Shares	Franked Amount	Unfranked Amount	Gross Payment
Ordinary Shares	22 cents	2,450	\$539.00	\$0.00	\$539.00
Net Payment					\$539.00
Franking Credit					\$231.00

Note 1: You should retain this statement to assist you in preparing your tax return.

Note 2: If you require your payment to be re-issued, you may be charged an administrative fee which will be deducted from your payment.

Your Payment Instruction

COMMONWEALTH BANK OF AUSTRALIA
BSB: 062-911 Account number: XXXXXX71

Amount Deposited

AUD\$539.00

MR LANCE SHOOKS &
 MRS CHRISTINA SHOOKS
 <SHOOKS SUPER FUND A/C>
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Reference Number: S00025912152
TFN/ABN Status: Quoted
Subregister: CHES
Record Date: 18/10/2022
Payment Date: 28/10/2022

Dividend Statement

Payment Description: Final Dividend for period end 30 June 2022

Security Class: Fully Paid Ordinary Shares

ASX Code: CDM

Number of shares held at Record Date	Dividend Rate per share ⁴	Gross Dividend	Withholding Tax ¹	Net Dividend Credited	Franked Amount ²	Unfranked Amount	Franking Credit ³
55,000	4 cents	\$2,200.00	Nil	\$2,200.00	\$2,200.00	Nil	\$942.86

- This withholding tax applies to you if the dividend amount is partially or totally unfranked and you are a:
 - resident of Australia and your TFN or ABN has not been recorded by the share registry. TFN withholding tax is deducted from the gross unfranked portion of the dividend at the highest marginal tax rate applying to personal income; or
 - non-resident of Australia. Non-resident withholding tax (30%) is deducted from the gross unfranked portion of the dividend unless you are a resident of a country which has entered into a Double Taxation Agreement with Australia. In that case a lower rate (generally 15%) may apply.
- This dividend is 100% franked
- The franking credit has been calculated at the rate of 30%.
- This dividend consists of a 4 cents Ordinary Dividend.

Direct Credit Instruction

The total net payment has been paid in accordance with your instructions as shown below:

Bank Domicile:	AUS	Receipt Currency:	AUD
Bank Account Type:	Domestic	Amount Deposited:	\$2,200.00
Bank Code:	062-911		
Account Number:	****971		
Exchange Rate:	N/A		

Please check the above details are correct and the payment has been credited to your account.

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MR LANCE SHOOKS &
 MRS CHRISTINA SHOOKS
 <SHOOKS SUPER FUND A/C>
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Reference Number: S00025912152
TFN/ABN Status: Quoted
Subregister: CHES
Record Date: 17/04/2023
Payment Date: 28/04/2023

Dividend Statement

Payment Description: Interim Dividend for period end 31 December 2022

Security Class: Fully Paid Ordinary Shares

ASX Code: CDM

Number of shares held at Record Date	Dividend Rate per share ⁴	Gross Dividend	Withholding Tax ¹	Net Dividend Credited	Franked Amount ²	Unfranked Amount	Franking Credit ³
105,000	4 cents	\$4,200.00	Nil	\$4,200.00	\$4,200.00	Nil	\$1,800.00

- This withholding tax applies to you if the dividend amount is partially or totally unfranked and you are a:
 - resident of Australia and your TFN or ABN has not been recorded by the share registry. TFN withholding tax is deducted from the gross unfranked portion of the dividend at the highest marginal tax rate applying to personal income; or
 - non-resident of Australia. Non-resident withholding tax (30%) is deducted from the gross unfranked portion of the dividend unless you are a resident of a country which has entered into a Double Taxation Agreement with Australia. In that case a lower rate (generally 15%) may apply.
- This dividend is 100% franked
- The franking credit has been calculated at the rate of 30%.
- This dividend consists of a 4 cents Ordinary Dividend.

Direct Credit Instruction

The total net payment has been paid in accordance with your instructions as shown below:

Bank Domicile:	AUS	Receipt Currency:	AUD
Bank Account Type:	Domestic	Amount Deposited:	\$4,200.00
Bank Code:	062-911		
Account Number:	****971		
Exchange Rate:	N/A		

Please check the above details are correct and the payment has been credited to your account.

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Dusk Group Limited
ABN 38 603 018 131


000932 000 DSK



MR LANCE SHOOKS &
MRS CHRISTINA SHOOKS
<SHOOKS SUPER FUND A/C>
UNIT 15 35 EDIE PAYNE CL
NICHOLLS ACT 2913

Update your information:

 **Online:**
www.computershare.com.au/easyupdate/dsk

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

Enquiries:

(within Australia) 1300 850 505
(international) +61 3 9415 4000

Holder Identification Number (HIN)

HIN WITHHELD

ASX Code	DSK
TFN/ABN Status	Quoted
Record Date	14 March 2023
Payment Date	28 March 2023
Direct Credit Reference No.	800515

Interim Dividend

This payment represents an interim dividend of 8 cents per share for the half year ended 1 January 2023. This dividend is paid on the shares registered in your name and entitled to participate as at the record date of 14 March 2023. This payment is 100% franked at the corporate tax rate of 30%.

Please register at www.computershare.com.au/easyupdate/dsk in order to update your TFN, bank account and other details online.

Class Description	Amount per Share	Number of Shares	Franked Amount	Unfranked Amount	Gross Payment
Ordinary Fully Paid Shares	8 cents	50,000	\$4,000.00	\$0.00	\$4,000.00
				Net Payment	\$4,000.00
				Franking Credit	\$1,714.29

Note: You should retain this statement to assist you in preparing your tax return.

Your Payment Instruction

COMMONWEALTH BANK OF AUSTRALIA
BSB: 062-911 Account number: XXXXXX71

Amount Deposited

AUD\$4,000.00



Dusk Group Limited
ABN 38 603 018 131


000869 000 DSK



MR LANCE SHOOKS &
MRS CHRISTINA SHOOKS
<SHOOKS SUPER FUND A/C>
UNIT 15 35 EDIE PAYNE CL
NICHOLLS ACT 2913

Update your information:

 **Online:**
www.computershare.com.au/easyupdate/dsk

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

Enquiries:

(within Australia) 1300 850 505
(international) +61 3 9415 4000

Holder Identification Number (HIN)

HIN WITHHELD

ASX Code	DSK
TFN/ABN Status	Quoted
Record Date	13 September 2022
Payment Date	27 September 2022
Direct Credit Reference No.	800494

Final Dividend

This payment represents a final dividend of 10 cents per share for the year ended 3 July 2022. This dividend is paid on the shares registered in your name and entitled to participate as at the record date of 13 September 2022. This payment is 100% franked at the corporate tax rate of 30%.

Please register at www.computershare.com.au/easyupdate/dsk in order to update your TFN, bank account and other details online.

Class Description	Amount per Share	Number of Shares	Franked Amount	Unfranked Amount	Gross Payment
Ordinary Fully Paid Shares	10 cents	50,000	\$5,000.00	\$0.00	\$5,000.00
Net Payment					\$5,000.00
Franking Credit					\$2,142.86

Note: You should retain this statement to assist you in preparing your tax return.

Your Payment Instruction

COMMONWEALTH BANK OF AUSTRALIA
BSB: 062-911 Account number: XXXXXX71

Amount Deposited

AUD\$5,000.00

Payment Advice



IVE GROUP LIMITED

ABN: 62 606 252 644

MR LANCE SHOOKS & MRS CHRISTINA SHOOKS <SHOOKS

SUPER FUND A/C>

UNIT 15 35 EDIE PAYNE CL

NICHOLLS ACT

2913

All Registry communications to:

C/- Link Market Services Limited

Locked Bag A14, Sydney South, NSW, 1235

Telephone: 1300 554 474

ASX Code: IGL

Email: registrars@linkmarketservices.com.au

Website: www.linkmarketservices.com.au

DIVIDEND STATEMENT

Reference No.: X*****6985

Payment Date: 13 October 2022

Record Date: 14 September 2022

Security Description	Dividend Rate per Share	Participating Shares	Unfranked Amount	Franked Amount	Total Payment	Franking Credit
IGL - FULLY PAID ORDINARY	\$0.08	50,000	\$0.00	\$4,000.00	\$4,000.00	\$1,714.29
					Less Withholding Tax	\$0.00
					Net Amount	AUD 4,000.00
					Represented By:	
					Direct Credit amount	AUD 4,000.00

BANKING INSTRUCTIONS

The amount of AUD 4,000.00 was deposited to the bank account detailed below:

COMMONWEALTH BANK OF AUSTRALIA

SHOOKS SUPERANNUATION FUND

BSB: 062-911 ACC: *****4971

DIRECT CREDIT REFERENCE NO.: 1284659288

FRANKING INFORMATION

Franked Rate per Share	\$0.08
Franking Percentage	100%
Company Tax Rate	30%

The total amount together with the franking credit (if any) should be disclosed as assessable income in your Australian tax return.

Note: You may require this statement for taxation purposes. All investors should seek independent advice relevant to their own particular circumstances.

Please ensure your details are current by viewing and updating via the online service centre.

Payment Advice



IVE GROUP LIMITED

ABN: 62 606 252 644

MR LANCE SHOOKS & MRS CHRISTINA SHOOKS <SHOOKS SUPER FUND A/C>

UNIT 15 35 EDIE PAYNE CL
NICHOLLS ACT
2913

All Registry communications to:

C/- Link Market Services Limited
Locked Bag A14, Sydney South, NSW, 1235
Telephone: 1300 554 474
ASX Code: **IGL**
Email: registrars@linkmarketservices.com.au
Website: www.linkmarketservices.com.au

DIVIDEND STATEMENT

Reference No.: X*****6985
Payment Date: 13 April 2023
Record Date: 15 March 2023

Security Description	Dividend Rate per Share	Participating Shares	Unfranked Amount	Franked Amount	Total Payment	Franking Credit
IGL - FULLY PAID ORDINARY	\$0.095	60,000	\$0.00	\$5,700.00	\$5,700.00	\$2,442.86
		Less Withholding Tax			\$0.00	
		Net Amount			AUD 5,700.00	
		Represented By:				
		Direct Credit amount			AUD 5,700.00	

BANKING INSTRUCTIONS

The amount of AUD 5,700.00 was deposited to the bank account detailed below:

COMMONWEALTH BANK OF AUSTRALIA

SHOOKS SUPERANNUATION FUND
BSB: 062-911 ACC: ***4971**

DIRECT CREDIT REFERENCE NO.: 1294954394

FRANKING INFORMATION

Franked Rate per Share	\$0.095
Franking Percentage	100%
Company Tax Rate	30%

The total amount together with the franking credit (if any) should be disclosed as assessable income in your Australian tax return.

10,000 units IGL hold < 45 days

=> Franking credits claimed = 50,000 x 2,442.86 / 60,000 = 2,035.71

Note: You may require this statement for taxation purposes. All investors should seek independent advice relevant to their own particular circumstances.

Please ensure your details are current by viewing and updating via the online service centre.

Payment Advice



All Registry communications to:

PERPETUAL LIMITED
Locked Bag A14, Sydney South, NSW, 1235
Telephone: 1300 554 474
ASX Code: PPT
Email: registrars@linkmarketservices.com.au
Website: www.linkmarketservices.com.au

PERPETUAL LIMITED

ABN: 86 000 431 827

MR LANCE SHOOKS & MRS CHRISTINA SHOOKS <SHOOKS SUPER FUND A/C>

UNIT 15 35 EDIE PAYNE CL
NICHOLLS ACT
2913

DIVIDEND STATEMENT

Reference No.: X*****6985
Payment Date: 30 September 2022
Record Date: 09 September 2022

Security Description	Dividend Rate per Share	Participating Shares	Unfranked Amount	Franked Amount	Total Payment	Franking Credit
PPT - FULLY PAID ORDINARY SHARES	\$0.97	3,000	\$0.00	\$2,910.00	\$2,910.00	\$1,247.14
				Less Withholding Tax		\$0.00
				Net Amount		AUD 2,910.00
				Represented By:		
				Direct Credit amount		AUD 2,910.00

BANKING INSTRUCTIONS

The amount of AUD 2,910.00 was deposited to the bank account detailed below:

COMMONWEALTH BANK OF AUSTRALIA

SHOOKS SUPERANNUATION FUND

BSB: 062-911 ACC: *****4971

DIRECT CREDIT REFERENCE NO.: 1284481908

FRANKING INFORMATION

Franked Rate per Share	\$0.97
Franking Percentage	100%
Company Tax Rate	30%

The total amount together with the franking credit (if any) should be disclosed as assessable income in your Australian tax return.

Note: You may require this statement for taxation purposes. All investors should seek independent advice relevant to their own particular circumstances.

Please ensure your details are current by viewing and updating via the online service centre.

Update your information:



www.investorcentre.com/au



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



1300 855 080 (within Australia)
+61 3 9415 4000 (outside Australia)

004353 000 PTM



MR LANCE SHOOKS &
MRS CHRISTINA SHOOKS
<SHOOKS SUPER FUND A/C>
UNIT 15 35 EDIE PAYNE CL
NICHOLLS ACT 2913

Holder Identification Number (HIN)

HIN WITHHELD

ASX Code	PTM
TFN/ABN Status	Quoted
Record Date	3 March 2023
Payment Date	17 March 2023
Direct Credit Reference No.	805915

Dividend for the Half-Year Ended 31 December 2022

Your dividend payment is calculated as follows:

Class Description	Number of Securities	Dividend per Security	Unfranked Amount	Franked Amount	Franking Credit
Ordinary Shares	65,000	7 cents	\$0.00	\$4,550.00	\$1,950.00

This payment is 100% franked at the corporate tax rate of 30%.

This notice contains information to assist you in preparing your Tax Return.

Please retain it in a safe place as a charge may be levied for a replacement.

If you require your payment to be re-issued, you may be charged an administrative fee which will be deducted from your payment.

Net Payment **AU\$4,550.00**

5,000 units IGL hold < 45 days
=> Franking credits claimed = $60,000 \times 1,950 / 65,000 = 1,800$

Payment instruction

Commonwealth Bank of Australia
BSB: 062-911
Account Number: XXXXXX71
Amount Deposited **\$4,550.00**

004398 000 PTM



MR LANCE SHOOKS &
MRS CHRISTINA SHOOKS
<SHOOKS SUPER FUND A/C>
UNIT 15 35 EDIE PAYNE CL
NICHOLLS ACT 2913

Update your information:



www.investorcentre.com/au



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



1300 855 080 (within Australia)
+61 3 9415 4000 (outside Australia)

Holder Identification Number (HIN)

HIN WITHHELD

ASX Code	PTM
TFN/ABN Status	Quoted
Record Date	2 September 2022
Payment Date	15 September 2022
Direct Credit Reference No.	806187

Final Dividend for the Year Ended 30 June 2022

Your dividend payment is calculated as follows:

Class Description	Number of Securities	Dividend per Security	Unfranked Amount	Franked Amount	Franking Credit
Ordinary Shares	50,000	7 cents	\$0.00	\$3,500.00	\$1,500.00

This payment is 100% franked at the corporate tax rate of 30%.

This notice contains information to assist you in preparing your Tax Return.

Please retain it in a safe place as a charge may be levied for a replacement.

If you require your payment to be re-issued, you may be charged an administrative fee which will be deducted from your payment.

Net Payment **AU\$3,500.00**

Payment instruction

Commonwealth Bank of Australia

BSB: 062-911

Account Number: XXXXXX71

Amount Deposited **\$3,500.00**



South32 Limited
ABN 84 093 732 597

038742 000 S32



MR LANCE SHOOKS &
MRS CHRISTINA SHOOKS
<SHOOKS SUPER FUND A/C>
UNIT 15 35 EDIE PAYNE CL
NICHOLLS ACT 2913

UPDATE YOUR INFORMATION



ONLINE:

www.computershare.com.au/investor



MAIL:

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

ENQUIRIES



PHONE:

1800 019 953 (within Australia)
+61 3 9415 4169 (outside Australia)

HOLDER IDENTIFICATION NUMBER (HIN)

HIN WITHHELD

ASX Code	S32
TFN/ABN Status:	Quoted
Record Date:	16 September 2022
Payment Date:	13 October 2022

2022 FINAL AND SPECIAL DIVIDEND

This payment represents a final dividend of 14 US cents (equivalent to 20.696129 Australian cents) and a special dividend of 3 US cents (equivalent to 4.434885 Australian cents) per share for the full year ended 30 June 2022.

These dividends are paid on the Ordinary Shares registered in your name and entitled to participate as at the Record Date of 16 September 2022. All amounts are in Australian Dollars, except where indicated.

The final and special dividends have been franked at a rate of 100% in Australia. The company tax rate used to determine the franking credit is 30%.

If you would like to provide your TFN/ABN/Exemptions, view any outstanding payments, change payment options or view your shareholding, please visit www.computershare.com.au/investor.

PAYMENT TYPE	AMOUNT PER SECURITY	NUMBER OF SECURITIES	FRANKED AMOUNT	UNFRANKED AMOUNT	GROSS PAYMENT
Final	20.696129 cents	20,000	\$4,139.23	\$0.00	\$4,139.23
Special	4.434885 cents	20,000	\$886.98	\$0.00	\$886.98
Net Payment					\$5,026.21
Franking Credit					\$2,154.09

Note: You should retain this statement to assist you in preparing your tax return.

PAYMENT INSTRUCTIONS

COMMONWEALTH BANK OF AUSTRALIA

BSB:	062-911
Account Number:	XXXXXX71
Payment Reference:	926217
Amount Paid:	A\$5,026.21

! IMPORTANT NOTICE REGARDING YOUR PAYMENT

If payment cannot be made to the above account, the dividend amount will be withheld pending receipt of your valid direct credit instruction. Please ensure your bank details are kept up to date.

All correspondence to:

BoardRoom
Smart Business Solutions

Boardroom Pty Limited
ABN 14 003 209 836

GPO Box 3993
Sydney NSW 2001

Tel: 1300 420 372 (within Australia)
Tel: +61 2 8023 5472 (outside Australia)
Fax: +61 2 9279 0664

www.boardroomlimited.com.au
wilsonam@boardroomlimited.com.au

MR LANCE SHOOKS &
MRS CHRISTINA SHOOKS
<SHOOKS SUPER FUND A/C>
UNIT 15 35 EDIE PAYNE CL
NICHOLLS ACT 2913

Reference Number: S00025912152
TFN/ABN Status: Quoted
Subregister: CHESS
Record Date: 16/05/2023
Payment Date: 26/05/2023

Dividend Statement

Payment Description: Interim Dividend for period ended 31 December 2022

Security Class: Fully Paid Ordinary Shares

ASX Code: WAM

Number of shares held at Record Date	Dividend Rate per share	Gross Dividend	Withholding Tax ¹	Net Dividend Credited	Franked Amount ²	Unfranked Amount	Franking Credit ³
30,000	7.75 cents	\$2,325.00	Nil	\$2,325.00	\$2,325.00	Nil	\$996.43

- This withholding tax applies to you if the dividend amount is partially or totally unfranked and you are a:
 - resident of Australia and your TFN or ABN has not been recorded by the share registry. TFN withholding tax is deducted from the gross unfranked portion of the dividend at the highest marginal tax rate applying to personal income; or
 - non-resident of Australia. Non-resident withholding tax (30%) is deducted from the gross unfranked portion of the dividend unless you are a resident of a country which has entered into a Double Taxation Agreement with Australia. In that case a lower rate (generally 15%) may apply.
- This dividend is 100% franked.
- The franking credit has been calculated at the rate of 30%.

Direct Credit Instruction

The total net payment has been paid in accordance with your instructions as shown below:

Bank Domicile: AUS

Bank Account Type: Domestic

Bank Code: 062-911

Account Number: *****971

Exchange Rate: N/A

Receipt Currency: AUD

Amount Deposited: 2,325.00

MR LANCE SHOOKS &
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 <SHOOKS SUPER FUND A/C>
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Reference Number: S00025912152
TFN/ABN Status: Not Quoted
Subregister: CHES
Record Date: 12/04/2023
Payment Date: 21/04/2023

Dividend Statement

Payment Description: Interim Dividend for period ended 31 December 2022

Security Class: Fully Paid Ordinary Shares

ASX Code: WAX

Number of shares held at Record Date	Dividend Rate per share	Gross Dividend	Withholding Tax ¹	Net Dividend Credited	Franked Amount ²	Unfranked Amount	Franking Credit ³
146,136	5 cents	\$7,306.80	Nil	\$7,306.80	\$7,306.80	Nil	\$3,131.49

- This withholding tax applies to you if the dividend amount is partially or totally unfranked and you are a:
 - resident of Australia and your TFN or ABN has not been recorded by the share registry. TFN withholding tax is deducted from the gross unfranked portion of the dividend at the highest marginal tax rate applying to personal income; or
 - non-resident of Australia. Non-resident withholding tax (30%) is deducted from the gross unfranked portion of the dividend unless you are a resident of a country which has entered into a Double Taxation Agreement with Australia. In that case a lower rate (generally 15%) may apply.
- This dividend is 100% franked.
- The franking credit has been calculated at the rate of 30%.

Direct Credit Instruction

The total net payment has been paid in accordance with your instructions as shown below:

Bank Domicile: AUS

Receipt Currency: AUD

Bank Account Type: Domestic

Amount Deposited: 7,306.80

Bank Code: 062-911

Account Number: *****971

Exchange Rate: N/A

MR LANCE SHOOKS &
MRS CHRISTINA SHOOKS
<SHOOKS SUPER FUND A/C>
UNIT 15 35 EDIE PAYNE CL
NICHOLLS ACT 2913

Reference Number: S00025912152
TFN/ABN Status: Not Quoted
Subregister: CHES
Record Date: 13/04/2023
Payment Date: 24/04/2023

Dividend Statement

Payment Description: Interim Dividend for period ended 31 December 2022

Security Class: Fully Paid Ordinary Shares

ASX Code: WGB

Number of shares held at Record Date	Dividend Rate per share	Gross Dividend	Withholding Tax ¹	Net Dividend Credited	Franked Amount ²	Unfranked Amount	Franking Credit ³
34,311	5.75 cents	\$1,972.88	Nil	\$1,972.88	\$1,972.88	Nil	\$845.52

- This withholding tax applies to you if the dividend amount is partially or totally unfranked and you are a:
 - resident of Australia and your TFN or ABN has not been recorded by the share registry. TFN withholding tax is deducted from the gross unfranked portion of the dividend at the highest marginal tax rate applying to personal income; or
 - non-resident of Australia. Non-resident withholding tax (30%) is deducted from the gross unfranked portion of the dividend unless you are a resident of a country which has entered into a Double Taxation Agreement with Australia. In that case a lower rate (generally 15%) may apply.
- This dividend is 100% franked.
- The franking credit has been calculated at the rate of 30%.

Direct Credit Instruction

The total net payment has been paid in accordance with your instructions as shown below:

Bank Domicile: AUS

Receipt Currency: AUD

Bank Account Type: Domestic

Amount Deposited: 1,972.88

Bank Code: 062-911

Account Number: *****971

Exchange Rate: N/A

Dividend Payments

WAM Leaders Limited

MR LANCE SHOOKS &
MRS CHRISTINA SHOOKS
<SHOOKS SUPER FUND A/C>
UNIT 15 35 EDIE PAYNE CL
NICHOLLS ACT 2913

Security	Date	Method	No. of Securities	Dividend (\$)	Franking (\$)	Imputed Credit (\$)	Unfranked (\$)	Tax (\$)	Net Dividend (\$)	Exchange Rate	Cash Payment	Payment ID	Receipt Currency	Status
Fully Paid Ordinary Shares	31-May-2023	Cheque	95,577	4,300.97	4,300.97	1,843.27	0.00	0.00	4,300.97	1.0000	4,300.97	234353477	AUD	Cheque Presented Correct 09-Jun-2023
Fully Paid Ordinary Shares	30-Nov-2022	Cheque	1	0.04	0.04	0.02	0.00	0.00	0.04	1.0000	0.04	230438909	AUD	Initial

MR LANCE SHOOKS &
MRS CHRISTINA SHOOKS
<SHOOKS SUPER FUND A/C>
UNIT 15 35 EDIE PAYNE CL
NICHOLLS ACT 2913

Reference Number: S00025912152
TFN/ABN Status: Quoted
Subregister: CHES
Record Date: 13/04/2023
Payment Date: 24/04/2023

Dividend Statement

Payment Description: Interim dividend for period ended 31 December 2022

Security Class: Fully Paid Ordinary Shares

ASX Code: WMI

Number of shares held at Record Date	Dividend Rate per share	Gross Dividend	Withholding Tax ¹	Net Dividend Credited	Franked Amount ²	Unfranked Amount	Franking Credit ³
101,414	5.25 cents	\$5,324.24	Nil	\$5,324.24	\$5,324.24	Nil	\$2,281.82

- This withholding tax applies to you if the dividend amount is partially or totally unfranked and you are a:
 - resident of Australia and your TFN or ABN has not been recorded by the share registry. TFN withholding tax is deducted from the gross unfranked portion of the dividend at the highest marginal tax rate applying to personal income; or
 - non-resident of Australia. Non-resident withholding tax (30%) is deducted from the gross unfranked portion of the dividend unless you are a resident of a country which has entered into a Double Taxation Agreement with Australia. In that case a lower rate (generally 15%) may apply.
- This dividend is 100% franked.
- The franking credit has been calculated at the rate of 30%.

Direct Credit Instruction

The total net payment has been paid in accordance with your instructions as shown below:

Bank Domicile: AUS

Receipt Currency: AUD

Bank Account Type: Domestic

Amount Deposited: 5,324.24

Bank Code: 062-911

Account Number: *****971

Exchange Rate: N/A

24200 - Contributions

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	(\$5,560.32)	(\$3,422.13)	62.48%
TOTAL		CY Balance	LY Balance	
		(\$5,560.32)	(\$3,422.13)	

Supporting Documents

- Contributions Breakdown Report [Report](#)
- SuperStream Contribution Data Report [Report](#)
- Contribution Summary - signed.pdf
- ATO LISC.pdf [SHOLAN00001A](#)

Standard Checklist

- Attach copies of S290-170 notices (if necessary)
- Attach copy of Contributions Breakdown Report
- Attach SuperStream Contribution Data Report
- Check Fund is registered for SuperStream (if necessary)
- Ensure all Contributions have been allocated from Bank Accounts
- Ensure Work Test is satisfied if members are over 65

Shooks Superannuation Fund

Contributions Breakdown Report

For The Period 01 July 2022 - 30 June 2023

Summary

Member	D.O.B	Age (at 30/06/2022)	Total Super Balance (at 30/06/2022) *1	Concessional	Non-Concessional	Other	Reserves	Total
Shooks, Lance	14/07/1957	64	472,000.44	5,121.97	0.00	438.35	0.00	5,560.32
All Members				5,121.97	0.00	438.35	0.00	5,560.32

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

Contribution Caps

Member	Contribution Type	Contributions	Cap	Current Position
Shooks, Lance	Concessional	5,121.97	116,354.67	111,232.70 Below Cap
	(5 year carry forward cap available)			
	Non-Concessional	0.00	110,000.00	110,000.00 Below Cap

Carry Forward Unused Concessional Contribution Cap

Member	2018	2019	2020	2021	2022	2023	Current Position
Shooks, Lance							
Concessional Contribution Cap	25,000.00	25,000.00	25,000.00	25,000.00	27,500.00	27,500.00	
Concessional Contribution	503.93	2,318.11	3,837.66	4,567.43	2,922.13	5,121.97	
Unused Concessional Contribution	0.00	22,681.89	21,162.34	20,432.57	24,577.87	22,378.03	
Cumulative Carry Forward Unused	N/A	0.00	0.00	43,844.23	0.00	88,854.67	
Maximum Cap Available	25,000.00	25,000.00	25,000.00	68,844.23	27,500.00	116,354.67	111,232.70 Below Cap
Total Super Balance	338,979.51	314,636.91	564,648.10	485,078.26	649,984.77	472,000.44	

NCC Bring Forward Caps

1, 2, 3 Year in the bring forward period.

Member	Bring Forward Cap	2020	2021	2022	2023	Total	Current Position
Shooks, Lance	N/A	0.00 ²	0.00 ³	0.00	0.00	N/A	Bring Forward Not Triggered

Shooks, Lance

Date	Transaction Description	Ledger Data				SuperStream Data					
		Contribution Type	Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other
21/07/2022	QUICKSPR3257109 017 QUICKSUPER	Employer	116.21				Employer	DEPARTMENT OF FINANCE	116.21		
04/08/2022	QUICKSPR3268202 237 QUICKSUPER	Employer	248.82				Employer	DEPARTMENT OF FINANCE	248.82		
18/08/2022	QUICKSPR3278550 505 QUICKSUPER	Employer	462.21				Employer	DEPARTMENT OF FINANCE	462.21		
01/09/2022	QUICKSPR3288992 713 QUICKSUPER	Employer	23.79				Employer	DEPARTMENT OF FINANCE	23.79		
15/09/2022	QUICKSPR3299992 164 QUICKSUPER	Employer	291.15				Employer	DEPARTMENT OF FINANCE	291.15		
29/09/2022	QUICKSPR3310137 480 QUICKSUPER	Employer	356.82				Employer	DEPARTMENT OF FINANCE	356.82		
13/10/2022	QUICKSPR3321477 241 QUICKSUPER	Employer	291.62				Employer	DEPARTMENT OF FINANCE	291.62		
27/10/2022	QUICKSPR3332647 749 QUICKSUPER	Employer	162.09				Employer	DEPARTMENT OF FINANCE	162.09		
27/10/2022	ATO0080000173791 90 ATO	Any Other			438.35						
10/11/2022	QUICKSPR3343380 417 QUICKSUPER	Employer	415.87				Employer	DEPARTMENT OF FINANCE	415.87		
24/11/2022	QUICKSPR3353772 336 QUICKSUPER	Employer	303.56				Employer	DEPARTMENT OF FINANCE	303.56		
08/12/2022	QUICKSPR3364140 884 QUICKSUPER	Employer	307.52				Employer	DEPARTMENT OF FINANCE	307.52		
22/12/2022	QUICKSPR3374245 517 QUICKSUPER	Employer	179.64				Employer	DEPARTMENT OF FINANCE	179.64		
05/01/2023	QUICKSPR3382134 202 QUICKSUPER	Employer	19.46				Employer	DEPARTMENT OF FINANCE	19.46		
02/02/2023	QUICKSPR3401849 518 QUICKSUPER	Employer	72.96				Employer	DEPARTMENT OF FINANCE	72.96		
16/02/2023	QUICKSPR3412138 309 QUICKSUPER	Employer	241.76				Employer	DEPARTMENT OF FINANCE	241.76		
02/03/2023	QUICKSPR3422777 571 QUICKSUPER	Employer	326.30				Employer	DEPARTMENT OF FINANCE	326.30		
16/03/2023	QUICKSPR3432906 369 QUICKSUPER	Employer	169.71				Employer	DEPARTMENT OF FINANCE	169.71		
30/03/2023	QUICKSPR3442883 331 QUICKSUPER	Employer	274.44				Employer	DEPARTMENT OF FINANCE	274.44		
13/04/2023	QUICKSPR3453119 585 QUICKSUPER	Employer	272.92				Employer	DEPARTMENT OF FINANCE	272.92		
27/04/2023	QUICKSPR3463338 414 QUICKSUPER	Employer	132.06				Employer	DEPARTMENT OF FINANCE	132.06		
11/05/2023	QUICKSPR347434	Employer	141.13				Employer	DEPARTMENT OF	141.13		

25/05/2023 9590 QUICKSUPER
QUICKSPR3484958 Employer
802 QUICKSUPER

311.93

Employer

FINANCE

DEPARTMENT OF
FINANCE

311.93

Total - Shooks, Lance

5,121.97 0.00 438.35 0.00

5,121.97 0.00 0.00

Total for All Members

5,121.97 0.00 438.35 0.00

Shooks Superannuation Fund

SuperStream Contribution Data Report

For The Period 01 July 2022 - 30 June 2023

Transaction Date	Reference	Employer Org	Pay Period	Employer	Personal - NCC	Spouse & Child	Other Family & Friends	Any Other	Total
Shooks, Lance									
21/07/2022	QUICKSPR3257109017	DEPARTMENT OF FINANCE	07/07/2022 - 20/07/2022	116.21	0.00	0.00	0.00	0.00	116.21
04/08/2022	QUICKSPR3268202237	DEPARTMENT OF FINANCE	21/07/2022 - 03/08/2022	248.82	0.00	0.00	0.00	0.00	248.82
18/08/2022	QUICKSPR3278550505	DEPARTMENT OF FINANCE	04/08/2022 - 17/08/2022	462.21	0.00	0.00	0.00	0.00	462.21
01/09/2022	QUICKSPR3288992713	DEPARTMENT OF FINANCE	18/08/2022 - 31/08/2022	23.79	0.00	0.00	0.00	0.00	23.79
15/09/2022	QUICKSPR3299992164	DEPARTMENT OF FINANCE	01/09/2022 - 14/09/2022	291.15	0.00	0.00	0.00	0.00	291.15
29/09/2022	QUICKSPR3310137480	DEPARTMENT OF FINANCE	15/09/2022 - 28/09/2022	356.82	0.00	0.00	0.00	0.00	356.82
13/10/2022	QUICKSPR3321477241	DEPARTMENT OF FINANCE	29/09/2022 - 12/10/2022	291.62	0.00	0.00	0.00	0.00	291.62
27/10/2022	QUICKSPR3332647749	DEPARTMENT OF FINANCE	13/10/2022 - 26/10/2022	162.09	0.00	0.00	0.00	0.00	162.09
10/11/2022	QUICKSPR3343380417	DEPARTMENT OF FINANCE	27/10/2022 - 09/11/2022	415.87	0.00	0.00	0.00	0.00	415.87
24/11/2022	QUICKSPR3353772336	DEPARTMENT OF FINANCE	10/11/2022 - 23/11/2022	303.56	0.00	0.00	0.00	0.00	303.56
08/12/2022	QUICKSPR3364140884	DEPARTMENT OF FINANCE	24/11/2022 - 07/12/2022	307.52	0.00	0.00	0.00	0.00	307.52
22/12/2022	QUICKSPR3374245517	DEPARTMENT OF FINANCE	08/12/2022 - 21/12/2022	179.64	0.00	0.00	0.00	0.00	179.64
05/01/2023	QUICKSPR3382134202	DEPARTMENT OF FINANCE	22/12/2022 - 04/01/2023	19.46	0.00	0.00	0.00	0.00	19.46
02/02/2023	QUICKSPR3401849518	DEPARTMENT OF FINANCE	19/01/2023 - 01/02/2023	72.96	0.00	0.00	0.00	0.00	72.96
16/02/2023	QUICKSPR3412138309	DEPARTMENT OF FINANCE	02/02/2023 - 15/02/2023	241.76	0.00	0.00	0.00	0.00	241.76
02/03/2023	QUICKSPR3422777571	DEPARTMENT OF FINANCE	16/02/2023 - 01/03/2023	326.30	0.00	0.00	0.00	0.00	326.30
16/03/2023	QUICKSPR3432906369	DEPARTMENT OF FINANCE	02/03/2023 - 15/03/2023	169.71	0.00	0.00	0.00	0.00	169.71

Shooks Superannuation Fund
SuperStream Contribution Data Report

For The Period 01 July 2022 - 30 June 2023

Transaction Date	Reference	Employer Org	Pay Period	Employer	Personal - NCC	Spouse & Child	Other Family & Friends	Any Other	Total
30/03/2023	QUICKSPR3442883331	DEPARTMENT OF FINANCE	16/03/2023 - 29/03/2023	274.44	0.00	0.00	0.00	0.00	274.44
13/04/2023	QUICKSPR3453119585	DEPARTMENT OF FINANCE	30/03/2023 - 12/04/2023	272.92	0.00	0.00	0.00	0.00	272.92
27/04/2023	QUICKSPR3463338414	DEPARTMENT OF FINANCE	13/04/2023 - 26/04/2023	132.06	0.00	0.00	0.00	0.00	132.06
11/05/2023	QUICKSPR3474349590	DEPARTMENT OF FINANCE	27/04/2023 - 10/05/2023	141.13	0.00	0.00	0.00	0.00	141.13
25/05/2023	QUICKSPR3484958802	DEPARTMENT OF FINANCE	11/05/2023 - 24/05/2023	311.93	0.00	0.00	0.00	0.00	311.93
				5,121.97	0.00	0.00	0.00	0.00	5,121.97
				5,121.97	0.00	0.00	0.00	0.00	5,121.97

*Data last updated: 31/08/2023

Shooks Superannuation Fund
Contributions Summary Report

For The Period 01 July 2022 - 30 June 2023

Lance Shooks

Date of Birth: 14/07/1957
Age: 65 (at year end)
Member Code: SHOLAN00001A
Total Super Balance*¹ as at 30/06/2022: 472,000.44

Contributions Summary

2023

Concessional Contribution

Employer	5,121.97
	<hr/>
	5,121.97

Other Contribution

Any Other	438.35
	<hr/>
	438.35

Total Contributions

5,560.32

I, LANCE SHOOKS, confirm that the amounts reported above are the total contributions deposited to the fund with respect of my member balance for the period 01/07/2022 to 30/06/2023.



LANCE SHOOKS

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



SHOOKS SUPERANNUATION FUND
6 SIROSET CL
DUNLOP ACT 2615

Our reference: 7133952956851
Phone: 13 10 20
ABN: 15 971 245 243

27 October 2022

Superannuation remittance advice

To whom it may concern

An amount of \$438.35 has been forwarded to you from the low income super amount account for SHOOKS SUPERANNUATION FUND as per the enclosed remittance advice.

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

Yours faithfully

Grant Brodie
Deputy Commissioner of Taxation

Reading your remittance advice

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

Payment for and account details

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

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

Remittance reference number

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

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

Payment

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

Tax file numbers

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

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

You will need to complete a *Superannuation payment variation advice* (NAT 8451) statement and lodge it and your repayment with us on or before **2 December 2022**.

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

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

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

HOW TO PAY

Your payment reference number (PRN) is:

BPAY®



Billers code: 75556

Ref:

Telephone & Internet Banking – BPAY®

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

More info: www.bpay.com.au

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.

OTHER PAYMENT OPTIONS

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

Superannuation remittance advice

Provider: SHOOKS SUPERANNUATION FUND
Tax file number: 792 587 213
Remittance type: Low income super amount

Payment for	Account/Other ID	TFN	Date of birth	Remittance reference number	Financial year	Payment
Lance Shooks	SMSF11289392301 5	687 272 543	14/7/1957	7028502979161	2022	\$438.35

	Description	Processed date	Credit
Payment details	Low income super amount remittance	26 October 2022	\$438.35 CR
		Total payment amount	\$438.35 CR

24700 - Changes in Market Values of Investments

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
24700	Changes in Market Values of Investments	\$22,731.11	\$426,077.94	(94.67)%
TOTAL		CY Balance	LY Balance	
		\$22,731.11	\$426,077.94	

Supporting Documents

- Market Movement [Report](#)
- Net Capital Gains Reconciliation [Report](#)
- Realised Capital Gain Report [Report](#)

Standard Checklist

- Attach copy of Market Movement report
- Attach copy of Net Capital Gains Reconciliation
- Attach copy of Realised Capital Gain Report
- Ensure all Asset Disposals have been entered
- Ensure all Market Values have been entered for June 30, review Investment Summary report to check
- Ensure all Tax Deferred Distributions have been entered

Shooks Superannuation Fund

Market Movement Report

As at 30 June 2023

Investment	Date	Description	Unrealised				Realised			Total
			Units	Accounting Cost Movement	Market Movement	Depreciation	Balance	Consideration	Accounting Cost Base	
APE.AX - Eagers Automotive Limited										
	16/08/2022	Purchase	1,000.00	13,029.67	0.00	0.00	13,029.67	0.00	0.00	0.00
	16/08/2022	Purchase	1,450.00	18,861.84	0.00	0.00	31,891.51	0.00	0.00	0.00
	27/02/2023	Purchase	2,000.00	26,333.40	0.00	0.00	58,224.91	0.00	0.00	0.00
	01/05/2023	Disposal	(4,450.00)	(58,224.91)	0.00	0.00	0.00	63,125.76	58,224.91	4,900.85
	30/06/2023		0.00	0.00	0.00	0.00	0.00	63,125.76	58,224.91	4,900.85
BAS.AX - Bass Oil Limited										
	17/11/2022	Disposal	(100,000.00)	(5,319.95)	0.00	0.00	(5,319.95)	6,980.05	5,319.95	1,660.10
	18/11/2022	Purchase	100,000.00	5,319.95	0.00	0.00	0.00	0.00	0.00	0.00
	30/06/2023		0.00	0.00	0.00	0.00	0.00	6,980.05	5,319.95	1,660.10
BOQ.AX - Bank Of Queensland Limited.										
	01/07/2022	Opening Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	06/04/2023	Purchase	5,000.00	32,621.38	0.00	0.00	32,621.38	0.00	0.00	0.00
	30/06/2023	Revaluation	0.00	0.00	(5,171.38)	0.00	27,450.00	0.00	0.00	0.00
	30/06/2023		5,000.00	32,621.38	(5,171.38)	0.00	27,450.00	0.00	0.00	0.00
CDM.AX - Cadence Capital Limited										
	01/07/2022	Opening Balance	55,000.00	0.00	0.00	0.00	46,475.00	0.00	0.00	0.00
	21/12/2022	Purchase	25,000.00	23,024.39	0.00	0.00	69,499.39	0.00	0.00	0.00
	23/12/2022	Purchase	25,000.00	22,466.84	0.00	0.00	91,966.23	0.00	0.00	0.00
	30/06/2023	Revaluation	0.00	0.00	(13,216.23)	0.00	78,750.00	0.00	0.00	0.00
	30/06/2023		105,000.00	45,491.23	(13,216.23)	0.00	78,750.00	0.00	0.00	0.00
CTP.AX - Central Petroleum Limited (CTP)										
	01/07/2022	Opening Balance	50,000.00	0.00	0.00	0.00	5,500.00	0.00	0.00	0.00
	28/07/2022	Disposal	(50,000.00)	(6,269.95)	0.00	0.00	(769.95)	5,230.05	6,269.95	(1,039.90)
	28/07/2022	Writeback	0.00	0.00	769.95	0.00	0.00	0.00	0.00	0.00
	30/06/2023		0.00	(6,269.95)	769.95	0.00	0.00	5,230.05	6,269.95	(1,039.90)
DGL.AX - DGL Group Limited										
	17/11/2022	Purchase	10,000.00	17,412.61	0.00	0.00	17,412.61	0.00	0.00	0.00
	22/11/2022	Disposal	(10,000.00)	(17,412.61)	0.00	0.00	0.00	16,122.23	17,412.61	(1,290.38)
	30/06/2023		0.00	0.00	0.00	0.00	0.00	16,122.23	17,412.61	(1,290.38)

Shooks Superannuation Fund

Market Movement Report

As at 30 June 2023

Investment	Date	Description	Unrealised				Realised			Total
			Units	Accounting Cost Movement	Market Movement	Depreciation	Balance	Consideration	Accounting Cost Base	
DSK.AX - Dusk Group Limited										
	01/07/2022	Opening Balance	50,000.00	0.00	0.00	0.00	83,500.00	0.00	0.00	0.00
	30/06/2023	Revaluation	0.00	0.00	(32,250.00)	0.00	51,250.00	0.00	0.00	0.00
	30/06/2023		50,000.00	0.00	(32,250.00)	0.00	51,250.00	0.00	0.00	0.00
IGL.AX - Ive Group Limited										
	01/07/2022	Opening Balance	50,000.00	0.00	0.00	0.00	86,000.00	0.00	0.00	0.00
	27/02/2023	Purchase	10,000.00	26,584.72	0.00	0.00	112,584.72	0.00	0.00	0.00
	30/03/2023	Disposal	(30,000.00)	(65,957.50)	0.00	0.00	46,627.22	70,415.40	65,957.50	4,457.90
	30/03/2023	Disposal	(30,000.00)	(48,867.87)	0.00	0.00	(2,240.65)	69,590.37	48,867.87	20,722.50
	30/03/2023	Writeback	0.00	0.00	2,240.65	0.00	0.00	0.00	0.00	0.00
	30/06/2023		0.00	(88,240.65)	2,240.65	0.00	0.00	140,005.77	114,825.37	25,180.40
IPL.AX - Incitec Pivot Limited										
	01/07/2022	Opening Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	17/11/2022	Purchase	10,000.00	39,897.82	0.00	0.00	39,897.82	0.00	0.00	0.00
	22/03/2023	Disposal	(10,000.00)	(39,897.82)	0.00	0.00	0.00	31,362.32	39,897.82	(8,535.50)
	30/06/2023		0.00	0.00	0.00	0.00	0.00	31,362.32	39,897.82	(8,535.50)
JBH.AX - Jb Hi-fi Limited										
	01/07/2022	Opening Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	06/04/2023	Purchase	1,000.00	44,082.70	0.00	0.00	44,082.70	0.00	0.00	0.00
	30/06/2023	Revaluation	0.00	0.00	(332.70)	0.00	43,750.00	0.00	0.00	0.00
	30/06/2023		1,000.00	44,082.70	(332.70)	0.00	43,750.00	0.00	0.00	0.00
LIS.AX - Li-s Energy Limited										
	06/04/2023	Purchase	20,000.00	8,019.95	0.00	0.00	8,019.95	0.00	0.00	0.00
	30/06/2023	Revaluation	0.00	0.00	(3,219.95)	0.00	4,800.00	0.00	0.00	0.00
	30/06/2023		20,000.00	8,019.95	(3,219.95)	0.00	4,800.00	0.00	0.00	0.00
MQG.AX - Macquarie Group Limited										
	01/07/2022	Opening Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	20/04/2023	Purchase	500.00	90,050.56	0.00	0.00	90,050.56	0.00	0.00	0.00
	02/05/2023	Disposal	(500.00)	(90,050.56)	0.00	0.00	0.00	91,111.27	90,050.56	1,060.71
	30/06/2023		0.00	0.00	0.00	0.00	0.00	91,111.27	90,050.56	1,060.71

Shooks Superannuation Fund

Market Movement Report

As at 30 June 2023

Investment	Date	Description	Unrealised				Realised			Total
			Units	Accounting Cost Movement	Market Movement	Depreciation	Balance	Consideration	Accounting Cost Base	
POS.AX - Poseidon Nickel Limited										
	02/08/2022	Purchase	100,000.00	5,619.95	0.00	0.00	5,619.95	0.00	0.00	0.00
	29/08/2022	Purchase	100,000.00	5,991.98	0.00	0.00	11,611.93	0.00	0.00	0.00
	23/12/2022	Purchase	100,000.00	3,819.95	0.00	0.00	15,431.88	0.00	0.00	0.00
	31/05/2023	Purchase	200,000.00	8,619.95	0.00	0.00	24,051.83	0.00	0.00	0.00
	09/06/2023	Purchase	100,000.00	4,519.95	0.00	0.00	28,571.78	0.00	0.00	0.00
	30/06/2023	Revaluation	0.00	0.00	(6,371.78)	0.00	22,200.00	0.00	0.00	0.00
	30/06/2023		600,000.00	28,571.78	(6,371.78)	0.00	22,200.00	0.00	0.00	0.00
PPT.AX - Perpetual Limited										
	19/07/2022	Purchase	2,000.00	57,286.46	0.00	0.00	57,286.46	0.00	0.00	0.00
	25/07/2022	Purchase	1,000.00	30,279.72	0.00	0.00	87,566.18	0.00	0.00	0.00
	07/11/2022	Purchase	1,000.00	28,834.56	0.00	0.00	116,400.74	0.00	0.00	0.00
	14/11/2022	Disposal	(1,000.00)	(28,834.56)	0.00	0.00	87,566.18	31,462.20	28,834.56	2,627.64
	14/11/2022	Disposal	(1,000.00)	(28,643.23)	0.00	0.00	58,922.95	32,261.24	28,643.23	3,618.01
	14/11/2022	Disposal	(1,000.00)	(28,643.23)	0.00	0.00	30,279.72	32,451.02	28,643.23	3,807.79
	14/11/2022	Disposal	(1,000.00)	(30,279.72)	0.00	0.00	0.00	32,660.76	30,279.72	2,381.04
	30/06/2023		0.00	0.00	0.00	0.00	0.00	128,835.22	116,400.74	12,434.48
PTM.AX - Platinum Asset Management Limited										
	01/07/2022	Opening Balance	50,000.00	0.00	0.00	0.00	87,000.00	0.00	0.00	0.00
	12/01/2023	Purchase	10,000.00	20,129.95	0.00	0.00	107,129.95	0.00	0.00	0.00
	23/02/2023	Purchase	5,000.00	11,627.56	0.00	0.00	118,757.51	0.00	0.00	0.00
	07/03/2023	Disposal	(65,000.00)	(204,908.79)	0.00	0.00	(86,151.28)	114,142.37	204,908.79	(90,766.42)
	07/03/2023	Writeback	0.00	0.00	86,151.28	0.00	0.00	0.00	0.00	0.00
	30/06/2023		0.00	(173,151.28)	86,151.28	0.00	0.00	114,142.37	204,908.79	(90,766.42)
S32.AX - South32 Limited										
	01/08/2022	Purchase	10,000.00	37,545.00	0.00	0.00	37,545.00	0.00	0.00	0.00
	01/08/2022	Purchase	10,000.00	37,144.52	0.00	0.00	74,689.52	0.00	0.00	0.00
	20/02/2023	Disposal	(20,000.00)	(74,689.52)	0.00	0.00	0.00	92,788.53	74,689.52	18,099.01
	14/03/2023	Purchase	10,000.00	43,201.78	0.00	0.00	43,201.78	0.00	0.00	0.00
	15/03/2023	Purchase	10,000.00	42,951.48	0.00	0.00	86,153.26	0.00	0.00	0.00
	22/03/2023	Disposal	(20,000.00)	(86,153.26)	0.00	0.00	0.00	80,902.80	86,153.26	(5,250.46)
	30/06/2023		0.00	0.00	0.00	0.00	0.00	173,691.33	160,842.78	12,848.55

Shooks Superannuation Fund

Market Movement Report

As at 30 June 2023

Investment	Date	Description	Unrealised				Realised			Total
			Units	Accounting Cost Movement	Market Movement	Depreciation	Balance	Consideration	Accounting Cost Base	
SPA.AX - Spacetalk Ltd										
	01/07/2022	Opening Balance	99,999.00	0.00	0.00	0.00	5,999.94	0.00	0.00	0.00
	29/08/2022	Disposal	(99,999.00)	(18,529.76)	0.00	0.00	(12,529.82)	5,979.99	18,529.76	(12,549.77)
	29/08/2022	Writeback	0.00	0.00	12,529.82	0.00	0.00	0.00	0.00	0.00
	30/06/2023		0.00	(18,529.76)	12,529.82	0.00	0.00	5,979.99	18,529.76	(12,549.77)
WAM.AX - WAM Capital Limited										
	01/07/2022	Opening Balance	338,000.00	0.00	0.00	0.00	581,360.00	0.00	0.00	0.00
	19/07/2022	Disposal	(90,000.00)	(198,037.38)	0.00	0.00	383,322.62	166,300.21	198,037.38	(31,737.17)
	19/07/2022	Writeback	0.00	0.00	37,441.32	0.00	420,763.94	0.00	0.00	0.00
	08/08/2022	Disposal	(14,668.00)	(31,724.93)	0.00	0.00	389,039.01	27,176.49	31,724.93	(4,548.44)
	08/08/2022	Writeback	0.00	0.00	6,102.10	0.00	395,141.11	0.00	0.00	0.00
	18/10/2022	Disposal	(40,000.00)	(86,136.54)	0.00	0.00	309,004.57	73,911.20	86,136.54	(12,225.34)
	18/10/2022	Disposal	(50,000.00)	(106,484.27)	0.00	0.00	202,520.30	93,387.80	106,484.27	(13,096.47)
	18/10/2022	Disposal	(43,332.00)	(91,757.16)	0.00	0.00	110,763.14	80,131.73	91,757.16	(11,625.43)
	18/10/2022	Disposal	(50,000.00)	(105,104.07)	0.00	0.00	5,659.07	92,888.40	105,104.07	(12,215.67)
	18/10/2022	Disposal	(50,000.00)	(102,728.59)	0.00	0.00	(97,069.52)	92,638.70	102,728.59	(10,089.89)
	18/10/2022	Writeback	0.00	0.00	97,069.52	0.00	0.00	0.00	0.00	0.00
	16/12/2022	Purchase	20,000.00	32,238.64	0.00	0.00	32,238.64	0.00	0.00	0.00
	22/03/2023	Disposal	(20,000.00)	(32,238.64)	0.00	0.00	0.00	31,961.60	32,238.64	(277.04)
	13/04/2023	Purchase	30,000.00	50,610.65	0.00	0.00	50,610.65	0.00	0.00	0.00
	30/06/2023	Revaluation	0.00	0.00	(5,760.65)	0.00	44,850.00	0.00	0.00	0.00
	30/06/2023		30,000.00	(671,362.29)	134,852.29	0.00	44,850.00	658,396.13	754,211.58	(95,815.45)
WAX.AX - Wam Research Limited										
	01/07/2022	Opening Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	26/10/2022	Purchase	35,000.00	44,152.92	0.00	0.00	44,152.92	0.00	0.00	0.00
	28/10/2022	Purchase	30,000.00	37,545.00	0.00	0.00	81,697.92	0.00	0.00	0.00
	09/11/2022	Purchase	2,000.00	2,549.95	0.00	0.00	84,247.87	0.00	0.00	0.00
	10/11/2022	Purchase	18,000.00	22,780.41	0.00	0.00	107,028.28	0.00	0.00	0.00
	16/11/2022	Purchase	25,000.00	33,164.75	0.00	0.00	140,193.03	0.00	0.00	0.00
	21/12/2022	Purchase	20,000.00	25,730.84	0.00	0.00	165,923.87	0.00	0.00	0.00
	23/12/2022	Purchase	15,000.00	18,854.16	0.00	0.00	184,778.03	0.00	0.00	0.00
	28/12/2022	Purchase	856.00	1,102.79	0.00	0.00	185,880.82	0.00	0.00	0.00
	29/12/2022	Purchase	346.00	437.69	0.00	0.00	186,318.51	0.00	0.00	0.00
	10/01/2023	Purchase	13,797.00	17,690.11	0.00	0.00	204,008.62	0.00	0.00	0.00
	22/03/2023	Disposal	(13,863.00)	(18,390.52)	0.00	0.00	185,618.10	17,714.69	18,390.52	(675.83)

Shooks Superannuation Fund

Market Movement Report

As at 30 June 2023

Investment	Date	Description	Unrealised				Realised			Total
			Units	Accounting Cost Movement	Market Movement	Depreciation	Balance	Consideration	Accounting Cost Base	
	13/04/2023	Disposal	(20,000.00)	(26,178.36)	0.00	0.00	159,439.74	25,569.28	26,178.36	(609.08)
	13/04/2023	Disposal	(46,136.00)	(58,887.66)	0.00	0.00	100,552.08	58,522.41	58,887.66	(365.25)
	17/04/2023	Purchase	20,000.00	24,729.95	0.00	0.00	125,282.03	0.00	0.00	0.00
	26/04/2023	Purchase	15,000.00	17,654.95	0.00	0.00	142,936.98	0.00	0.00	0.00
	05/05/2023	Purchase	7,949.00	9,042.07	0.00	0.00	151,979.05	0.00	0.00	0.00
	08/05/2023	Purchase	7,051.00	8,012.89	0.00	0.00	159,991.94	0.00	0.00	0.00
	08/05/2023	Purchase	15,000.00	16,904.95	0.00	0.00	176,896.89	0.00	0.00	0.00
	17/05/2023	Purchase	6,005.00	6,805.60	0.00	0.00	183,702.49	0.00	0.00	0.00
	18/05/2023	Purchase	6,293.00	7,121.09	0.00	0.00	190,823.58	0.00	0.00	0.00
	19/05/2023	Purchase	534.00	603.42	0.00	0.00	191,427.00	0.00	0.00	0.00
	22/05/2023	Purchase	2,168.00	2,449.84	0.00	0.00	193,876.84	0.00	0.00	0.00
	24/05/2023	Purchase	15,000.00	16,604.95	0.00	0.00	210,481.79	0.00	0.00	0.00
	05/06/2023	Purchase	15,000.00	16,304.95	0.00	0.00	226,786.74	0.00	0.00	0.00
	08/06/2023	Purchase	10,000.00	10,579.95	0.00	0.00	237,366.69	0.00	0.00	0.00
	30/06/2023	Revaluation	0.00	0.00	(25,366.69)	0.00	212,000.00	0.00	0.00	0.00
	30/06/2023		200,000.00	237,366.69	(25,366.69)	0.00	212,000.00	101,806.38	103,456.54	(1,650.16)
WGB.AX - Wam Global Limited										
	01/07/2022	Opening Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	22/11/2022	Purchase	20,000.00	36,944.28	0.00	0.00	36,944.28	0.00	0.00	0.00
	16/12/2022	Purchase	20,000.00	35,742.85	0.00	0.00	72,687.13	0.00	0.00	0.00
	22/03/2023	Disposal	(5,689.00)	(10,508.80)	0.00	0.00	62,178.33	10,153.36	10,508.80	(355.44)
	02/05/2023	Purchase	15,000.00	26,957.31	0.00	0.00	89,135.64	0.00	0.00	0.00
	30/06/2023	Revaluation	0.00	0.00	2,336.27	0.00	91,471.91	0.00	0.00	0.00
	30/06/2023		49,311.00	89,135.64	2,336.27	0.00	91,471.91	10,153.36	10,508.80	(355.44)
WLE.AX - Wam Leaders Limited										
	27/10/2022	Purchase	1.00	11.48	0.00	0.00	11.48	0.00	0.00	0.00
	07/03/2023	Purchase	30,000.00	45,354.36	0.00	0.00	45,365.84	0.00	0.00	0.00
	24/03/2023	Purchase	25,000.00	38,045.60	0.00	0.00	83,411.44	0.00	0.00	0.00
	06/04/2023	Purchase	20,000.00	31,637.92	0.00	0.00	115,049.36	0.00	0.00	0.00
	01/05/2023	Share Purchase Plan	20,576.00	30,000.00	0.00	0.00	145,049.36	0.00	0.00	0.00
	30/06/2023	Revaluation	0.00	0.00	(5,984.82)	0.00	139,064.54	0.00	0.00	0.00
	30/06/2023		95,577.00	145,049.36	(5,984.82)	0.00	139,064.54	0.00	0.00	0.00

Shooks Superannuation Fund
Market Movement Report

As at 30 June 2023

Investment	Date	Description	Unrealised				Realised			Total
			Units	Accounting Cost Movement	Market Movement	Depreciation	Balance	Consideration	Accounting Cost Base	
WMI.AX - Wam Microcap Limited										
	01/07/2022	Opening Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	22/11/2022	Purchase	20,000.00	30,937.08	0.00	0.00	30,937.08	0.00	0.00	0.00
	15/12/2022	Purchase	10,289.00	15,772.12	0.00	0.00	46,709.20	0.00	0.00	0.00
	16/12/2022	Purchase	9,711.00	15,253.51	0.00	0.00	61,962.71	0.00	0.00	0.00
	21/12/2022	Purchase	17,278.00	27,072.52	0.00	0.00	89,035.23	0.00	0.00	0.00
	22/12/2022	Purchase	2,722.00	4,265.05	0.00	0.00	93,300.28	0.00	0.00	0.00
	23/12/2022	Purchase	1,414.00	2,197.51	0.00	0.00	95,497.79	0.00	0.00	0.00
	04/04/2023	Purchase	20,000.00	31,237.44	0.00	0.00	126,735.23	0.00	0.00	0.00
	06/04/2023	Purchase	20,000.00	32,038.40	0.00	0.00	158,773.63	0.00	0.00	0.00
	30/06/2023	Revaluation	0.00	0.00	(15,779.89)	0.00	142,993.74	0.00	0.00	0.00
	30/06/2023		101,414.00	158,773.63	(15,779.89)	0.00	142,993.74	0.00	0.00	0.00
Total Market Movement					131,186.82				(153,917.93)	(22,731.11)

Shooks Superannuation Fund

Capital Gains Reconciliation Report

For The Period 01 July 2022 - 30 June 2023

	Total	Discounted	Indexed	Other	Notional
Losses available to offset					
Carried forward from prior losses	175,852.45				
Carried forward from prior losses - Collectables	0.00				
Current year capital losses	220,419.77				
Current year capital losses - Collectables	0.00				
Total Losses Available	396,272.22				
Total Losses Available - Collectables	0.00				
Capital Gains					
Capital gains from disposal of assets	66,501.83	28,293.32	0.00	38,208.51	0.00
Capital gains from disposal of assets - Collectables	0.00	0.00	0.00	0.00	0.00
Capital gains from trust distributions	0.00	0.00	0.00	0.00	0.00
Capital Gains Before Losses applied	66,501.83	28,293.32	0.00	38,208.51	0.00
Losses and discount applied					
Losses applied	66,501.83	28,293.32	0.00	38,208.51	0.00
Losses applied - Collectables	0.00	0.00	0.00	0.00	0.00
Capital gains after losses applied	0.00	0.00	0.00	0.00	0.00
Capital gains after losses applied - Collectables	0.00	0.00	0.00	0.00	0.00
CGT Discount applied	0.00				
CGT Discount applied - Collectables	0.00				

Shooks Superannuation Fund

Capital Gains Reconciliation Report

For The Period 01 July 2022 - 30 June 2023

	Total	Discounted	Indexed	Other	Notional
Net Capital Gain					
Net capital gain	0.00				
Net capital gain - Collectables	0.00				
Total Net Capital Gain (11A)	0.00				
Net Capital Losses Carried Forward to later income					
Net Capital Losses Carried Forward to later income years	329,770.39				
Net Capital Losses Carried Forward to later income years - Collectables	0.00				
Total Net Capital Losses Carried Forward to later income years (14V)	329,770.39				

Note

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

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

Shooks Superannuation Fund

Realised Capital Gains Report

For The Period 01 July 2022 - 30 June 2023

Investment		Accounting Treatment				Tax Treatment						
Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
Shares in Listed Companies (Australian)												
APE.AX - Eagers Automotive Limited												
23/02/2023	27/04/2023	2,000.00	26,333.40	28,371.13	2,037.73	26,333.40	26,333.40	0.00	0.00	0.00	2,037.73	0.00
12/08/2022	27/04/2023	1,000.00	13,029.67	14,185.56	1,155.89	13,029.67	13,029.67	0.00	0.00	0.00	1,155.89	0.00
12/08/2022	27/04/2023	1,450.00	18,861.84	20,569.07	1,707.23	18,861.84	18,861.84	0.00	0.00	0.00	1,707.23	0.00
		4,450.00	58,224.91	63,125.76	4,900.85	58,224.91	58,224.91	0.00	0.00	0.00	4,900.85	0.00
BAS.AX - Bass Oil Limited												
16/11/2022	16/11/2022	100,000.00	5,319.95	6,980.05	1,660.10	5,319.95	5,319.95	0.00	0.00	0.00	1,660.10	0.00
		100,000.00	5,319.95	6,980.05	1,660.10	5,319.95	5,319.95	0.00	0.00	0.00	1,660.10	0.00
CTP.AX - Central Petroleum Limited (CTP)												
31/07/2017	26/07/2022	50,000.00	6,269.95	5,230.05	(1,039.90)	6,269.95	6,269.95	0.00	0.00	0.00	0.00	(1,039.90)
		50,000.00	6,269.95	5,230.05	(1,039.90)	6,269.95	6,269.95	0.00	0.00	0.00	0.00	(1,039.90)
DGL.AX - DGL Group Limited												
15/11/2022	18/11/2022	10,000.00	17,412.61	16,122.23	(1,290.38)	17,412.61	17,412.61	0.00	0.00	0.00	0.00	(1,290.38)
		10,000.00	17,412.61	16,122.23	(1,290.38)	17,412.61	17,412.61	0.00	0.00	0.00	0.00	(1,290.38)
IGL.AX - Ive Group Limited												
23/02/2023	28/03/2023	10,000.00	26,584.72	23,471.80	(3,112.92)	26,584.72	26,584.72	0.00	0.00	0.00	0.00	(3,112.92)
28/02/2022	28/03/2023	10,000.00	19,529.43	23,471.80	3,942.37	19,529.43	19,529.43	0.00	0.00	3,942.37	0.00	0.00
28/02/2022	28/03/2023	10,000.00	19,843.35	23,471.80	3,628.45	19,843.35	19,843.35	0.00	0.00	3,628.45	0.00	0.00
31/12/2021	28/03/2023	10,000.00	17,229.95	23,196.79	5,966.84	17,229.95	17,229.95	0.00	0.00	5,966.84	0.00	0.00
16/03/2021	28/03/2023	20,000.00	31,637.92	46,393.58	14,755.66	31,637.92	31,637.92	0.00	0.00	14,755.66	0.00	0.00
		60,000.00	114,825.37	140,005.77	25,180.40	114,825.37	114,825.37	0.00	0.00	28,293.32	0.00	(3,112.92)

Shooks Superannuation Fund

Realised Capital Gains Report

For The Period 01 July 2022 - 30 June 2023

Investment		Accounting Treatment				Tax Treatment						
Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
Shares in Listed Companies (Australian)												
IPL.AX - Incitec Pivot Limited												
15/11/2022	20/03/2023	10,000.00	39,897.82	31,362.32	(8,535.50)	39,897.82	39,897.82	0.00	0.00	0.00	0.00	(8,535.50)
		10,000.00	39,897.82	31,362.32	(8,535.50)	39,897.82	39,897.82	0.00	0.00	0.00	0.00	(8,535.50)
MQG.AX - Macquarie Group Limited												
18/04/2023	28/04/2023	500.00	90,050.56	91,111.27	1,060.71	90,050.56	90,050.56	0.00	0.00	0.00	1,060.71	0.00
		500.00	90,050.56	91,111.27	1,060.71	90,050.56	90,050.56	0.00	0.00	0.00	1,060.71	0.00
PPT.AX - Perpetual Limited												
15/07/2022	10/11/2022	1,000.00	28,643.23	32,261.24	3,618.01	28,643.23	28,643.23	0.00	0.00	0.00	3,618.01	0.00
15/07/2022	10/11/2022	1,000.00	28,643.23	32,451.02	3,807.79	28,643.23	28,643.23	0.00	0.00	0.00	3,807.79	0.00
03/11/2022	10/11/2022	1,000.00	28,834.56	31,462.20	2,627.64	28,834.56	28,834.56	0.00	0.00	0.00	2,627.64	0.00
21/07/2022	10/11/2022	1,000.00	30,279.72	32,660.76	2,381.04	30,279.72	30,279.72	0.00	0.00	0.00	2,381.04	0.00
		4,000.00	116,400.74	128,835.22	12,434.48	116,400.74	116,400.74	0.00	0.00	0.00	12,434.48	0.00
PTM.AX - Platinum Asset Management Limited												
25/03/2019	03/03/2023	600.00	2,951.48	1,053.62	(1,897.86)	2,951.48	2,951.48	0.00	0.00	0.00	0.00	(1,897.86)
26/02/2020	03/03/2023	5,000.00	22,129.95	8,780.18	(13,349.77)	22,129.95	22,129.95	0.00	0.00	0.00	0.00	(13,349.77)
20/11/2019	03/03/2023	2,000.00	8,819.95	3,512.07	(5,307.88)	8,819.95	8,819.95	0.00	0.00	0.00	0.00	(5,307.88)
26/02/2020	03/03/2023	9,000.00	39,557.41	15,804.33	(23,753.08)	39,557.41	39,557.41	0.00	0.00	0.00	0.00	(23,753.08)
25/11/2019	03/03/2023	1,000.00	4,289.95	1,756.04	(2,533.91)	4,289.95	4,289.95	0.00	0.00	0.00	0.00	(2,533.91)
21/09/2020	03/03/2023	6,400.00	21,021.95	11,238.63	(9,783.32)	21,021.95	21,021.95	0.00	0.00	0.00	0.00	(9,783.32)
25/10/2021	03/03/2023	11,000.00	33,876.05	19,316.40	(14,559.65)	33,876.05	33,876.05	0.00	0.00	0.00	0.00	(14,559.65)
01/12/2021	03/03/2023	15,000.00	40,504.54	26,340.55	(14,163.99)	40,504.54	40,504.54	0.00	0.00	0.00	0.00	(14,163.99)

Shooks Superannuation Fund

Realised Capital Gains Report

For The Period 01 July 2022 - 30 June 2023

Investment		Accounting Treatment				Tax Treatment						
Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
Shares in Listed Companies (Australian)												
21/02/2023	03/03/2023	5,000.00	11,627.56	8,780.18	(2,847.38)	11,627.56	11,627.56	0.00	0.00	0.00	0.00	(2,847.38)
10/01/2023	03/03/2023	10,000.00	20,129.95	17,560.36	(2,569.59)	20,129.95	20,129.95	0.00	0.00	0.00	0.00	(2,569.59)
		65,000.00	204,908.79	114,142.36	(90,766.43)	204,908.79	204,908.79	0.00	0.00	0.00	0.00	(90,766.43)
S32.AX - South32 Limited												
28/07/2022	16/02/2023	10,000.00	37,545.00	46,394.27	8,849.27	37,545.00	37,545.00	0.00	0.00	0.00	8,849.27	0.00
28/07/2022	16/02/2023	10,000.00	37,144.52	46,394.27	9,249.75	37,144.52	37,144.52	0.00	0.00	0.00	9,249.75	0.00
10/03/2023	20/03/2023	10,000.00	43,201.78	40,451.40	(2,750.38)	43,201.78	43,201.78	0.00	0.00	0.00	0.00	(2,750.38)
13/03/2023	20/03/2023	10,000.00	42,951.48	40,451.40	(2,500.08)	42,951.48	42,951.48	0.00	0.00	0.00	0.00	(2,500.08)
		40,000.00	160,842.78	173,691.34	12,848.56	160,842.78	160,842.78	0.00	0.00	0.00	18,099.02	(5,250.46)
SPA.AX - Spacetalk Ltd												
26/03/2021	25/08/2022	99,999.00	18,529.76	5,979.99	(12,549.77)	18,529.76	18,529.76	0.00	0.00	0.00	0.00	(12,549.77)
		99,999.00	18,529.76	5,979.99	(12,549.77)	18,529.76	18,529.76	0.00	0.00	0.00	0.00	(12,549.77)
WAM.AX - WAM Capital Limited												
23/12/2021	15/07/2022	50,000.00	111,133.20	92,389.01	(18,744.19)	111,133.20	111,133.20	0.00	0.00	0.00	0.00	(18,744.19)
04/02/2022	15/07/2022	20,000.00	43,452.09	36,955.60	(6,496.49)	43,452.09	43,452.09	0.00	0.00	0.00	0.00	(6,496.49)
07/02/2022	15/07/2022	20,000.00	43,452.09	36,955.60	(6,496.49)	43,452.09	43,452.09	0.00	0.00	0.00	0.00	(6,496.49)
28/01/2022	04/08/2022	10,000.00	21,629.95	18,527.74	(3,102.21)	21,629.95	21,629.95	0.00	0.00	0.00	0.00	(3,102.21)
27/04/2022	04/08/2022	4,668.00	10,094.98	8,648.75	(1,446.23)	10,094.98	10,094.98	0.00	0.00	0.00	0.00	(1,446.23)
06/05/2022	14/10/2022	20,000.00	42,118.58	37,155.36	(4,963.22)	42,118.58	42,118.58	0.00	0.00	0.00	0.00	(4,963.22)
06/05/2022	14/10/2022	24,000.00	50,460.48	44,586.43	(5,874.05)	50,460.48	50,460.48	0.00	0.00	0.00	0.00	(5,874.05)
06/05/2022	14/10/2022	4,000.00	8,289.94	7,431.07	(858.86)	8,289.94	8,289.94	0.00	0.00	0.00	0.00	(858.86)
27/04/2022	14/10/2022	2,000.00	4,235.08	3,715.54	(519.54)	4,235.08	4,235.08	0.00	0.00	0.00	0.00	(519.54)

Shooks Superannuation Fund

Realised Capital Gains Report

For The Period 01 July 2022 - 30 June 2023

Investment		Accounting Treatment				Tax Treatment						
Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
Shares in Listed Companies (Australian)												
27/04/2022	14/10/2022	14,668.00	31,353.76	27,103.24	(4,250.52)	31,353.76	31,353.76	0.00	0.00	0.00	0.00	(4,250.52)
27/04/2022	14/10/2022	25,332.00	54,782.78	46,807.96	(7,974.82)	54,782.78	54,782.78	0.00	0.00	0.00	0.00	(7,974.82)
27/04/2022	14/10/2022	15,332.00	32,466.09	28,352.71	(4,113.38)	32,466.09	32,466.09	0.00	0.00	0.00	0.00	(4,113.38)
27/04/2022	14/10/2022	28,000.00	59,291.06	51,779.02	(7,512.05)	59,291.06	59,291.06	0.00	0.00	0.00	0.00	(7,512.05)
27/04/2022	14/10/2022	20,000.00	42,651.12	37,355.12	(5,296.00)	42,651.12	42,651.12	0.00	0.00	0.00	0.00	(5,296.00)
27/04/2022	14/10/2022	14,668.00	31,060.05	27,396.25	(3,663.80)	31,060.05	31,060.05	0.00	0.00	0.00	0.00	(3,663.80)
27/04/2022	14/10/2022	15,332.00	32,773.10	28,636.43	(4,136.67)	32,773.10	32,773.10	0.00	0.00	0.00	0.00	(4,136.67)
23/05/2022	14/10/2022	10,000.00	20,429.95	18,527.74	(1,902.21)	20,429.95	20,429.95	0.00	0.00	0.00	0.00	(1,902.21)
18/05/2022	14/10/2022	20,000.00	40,848.96	37,055.48	(3,793.48)	40,848.96	40,848.96	0.00	0.00	0.00	0.00	(3,793.48)
06/05/2022	14/10/2022	20,000.00	41,449.68	37,055.48	(4,394.20)	41,449.68	41,449.68	0.00	0.00	0.00	0.00	(4,394.20)
14/12/2022	20/03/2023	20,000.00	32,238.64	31,961.60	(277.04)	32,238.64	32,238.64	0.00	0.00	0.00	0.00	(277.04)
		358,000.00	754,211.58	658,396.13	(95,815.45)	754,211.58	754,211.58	0.00	0.00	0.00	0.00	(95,815.45)
WAX.AX - Wam Research Limited												
14/11/2022	20/03/2023	13,863.00	18,390.52	17,714.69	(675.83)	18,390.52	18,390.52	0.00	0.00	0.00	0.00	(675.83)
22/12/2022	11/04/2023	856.00	1,102.79	1,094.37	(8.42)	1,102.79	1,102.79	0.00	0.00	0.00	0.00	(8.42)
19/12/2022	11/04/2023	8,007.00	10,301.34	10,236.66	(64.68)	10,301.34	10,301.34	0.00	0.00	0.00	0.00	(64.68)
14/11/2022	11/04/2023	11,137.00	14,774.23	14,238.25	(535.98)	14,774.23	14,774.23	0.00	0.00	0.00	0.00	(535.98)
06/01/2023	11/04/2023	13,797.00	17,690.11	17,501.16	(188.95)	17,690.11	17,690.11	0.00	0.00	0.00	0.00	(188.95)
23/12/2022	11/04/2023	346.00	437.69	438.89	1.20	437.69	437.69	0.00	0.00	0.00	1.20	0.00
19/12/2022	11/04/2023	11,993.00	15,429.50	15,212.83	(216.67)	15,429.50	15,429.50	0.00	0.00	0.00	0.00	(216.67)
08/11/2022	11/04/2023	18,000.00	22,780.41	22,832.57	52.16	22,780.41	22,780.41	0.00	0.00	0.00	52.16	0.00
07/11/2022	11/04/2023	2,000.00	2,549.95	2,536.95	(13.00)	2,549.95	2,549.95	0.00	0.00	0.00	0.00	(13.00)

Shooks Superannuation Fund

Realised Capital Gains Report

For The Period 01 July 2022 - 30 June 2023

Investment		Accounting Treatment				Tax Treatment						
Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
Shares in Listed Companies (Australian)												
		79,999.00	103,456.54	101,806.37	(1,650.17)	103,456.54	103,456.54	0.00	0.00	0.00	53.36	(1,703.53)
WGB.AX - Wam Global Limited												
18/11/2022	20/03/2023	5,689.00	10,508.80	10,153.36	(355.44)	10,508.80	10,508.80	0.00	0.00	0.00	0.00	(355.44)
		5,689.00	10,508.80	10,153.36	(355.44)	10,508.80	10,508.80	0.00	0.00	0.00	0.00	(355.44)
		887,637.00	1,700,860.16	1,546,942.22	(153,917.94)	1,700,860.16	1,700,860.16	0.00	0.00	28,293.32	38,208.52	(220,419.78)
		887,637.00	1,700,860.16	1,546,942.22	(153,917.94)	1,700,860.16	1,700,860.16	0.00	0.00	28,293.32	38,208.52	(220,419.78)

25000 - Interest Received

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
CBA10204971	CBA 4971	(\$1,073.72)		100%
CBA17752609	CBA 2609	(\$1,652.05)	(\$21.88)	7450.5%
TOTAL		CY Balance	LY Balance	
		(\$2,725.77)	(\$21.88)	

Supporting Documents

- Interest Reconciliation Report [Report](#)

Standard Checklist

- Attach Interest Reconciliation Report
- Ensure all interest has been recorded from Bank Statements
- Review Statements to ensure all TFN withheld has been input

Shooks Superannuation Fund

Interest Reconciliation Report

For The Period 01 July 2022 - 30 June 2023

Date	Payment Amount	Gross Interest	TFN Withheld	Foreign Income	Foreign Credits
Bank Accounts					
CBA10204971 CBA 4971					
01/07/2022	0.45	0.45			
01/08/2022	4.58	4.58			
01/09/2022	15.20	15.20			
01/10/2022	28.60	28.60			
01/11/2022	77.46	77.46			
01/12/2022	145.38	145.38			
01/01/2023	157.83	157.83			
01/02/2023	158.70	158.70			
01/03/2023	147.95	147.95			
01/04/2023	194.25	194.25			
01/05/2023	134.82	134.82			
01/06/2023	8.50	8.50			
	1,073.72	1,073.72			
CBA17752609 CBA 2609					
01/08/2022	10.62	10.62			
01/09/2022	1.83	1.83			
01/11/2022	268.28	268.28			
01/12/2022	491.80	491.80			
01/01/2023	291.75	291.75			

Shooks Superannuation Fund
Interest Reconciliation Report

For The Period 01 July 2022 - 30 June 2023

Date	Payment Amount	Gross Interest	TFN Withheld	Foreign Income	Foreign Credits
01/02/2023	31.42	31.42			
01/03/2023	48.30	48.30			
01/04/2023	174.34	174.34			
01/05/2023	212.08	212.08			
01/06/2023	121.63	121.63			
	1,652.05	1,652.05			
	2,725.77	2,725.77			
TOTAL	2,725.77	2,725.77			

Tax Return Reconciliation

	Totals	Tax Return Label
Gross Interest	2,725.77	11C

30100 - Accountancy Fees

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
30100	Accountancy Fees	\$2,398.00	\$1,738.00	37.97%
TOTAL		CY Balance	LY Balance	
		\$2,398.00	\$1,738.00	

Supporting Documents

- General Ledger [Report](#)
- GLR Invoice.pdf

Standard Checklist

- Attach all source documentation
- Ensure all Transactions have been entered

Shooks Superannuation Fund

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
Accountancy Fees (30100)					
<u>Accountancy Fees (30100)</u>					
10/10/2022	Transfer to other INV 3162		2,398.00		2,398.00 DR
			2,398.00		2,398.00 DR

Total Debits: 2,398.00

Total Credits: 0.00

Efkon House, 20-24 Trenergy St
PO Box 3875 Weston ACT 2611
(02) 6287 2655

admin@glraccountants.com.au
www.glraccountants.com.au
ABN 87 088 416 522

Invoice No.
Invoice Date

INV-3162
04 Oct 2022

Shooks Superannuation Fund

4 Wilari Pl
GIRALANG ACT 2617


\$2860.00 10/10/2022
Receipt Over

Description	Amount
SMSF Financials & Tax	2,060.00
Preparation and lodgement of your income tax return for the year ended 30 June 2021. Preparation of Financial Statements, Member contribution statements and Trust Deed declaration. Arranging audit with external auditor. (\$1660)	
A lot of share sales and buys this year, more than normal. (\$400)	
2021 Audit	420.00
Audit of Financial Statements by external auditor in accordance with legislation governing superannuation funds and auditing standards.	420 * 1.1 = 462
Accurium Actuarial Report	120.00
Actuarial Report Cost as required by ATO for pension tax exemption.	
Subtotal	\$2,600.00
Total GST 10%	\$260.00
Invoice Total	\$2,860.00
Amount Due	\$2,860.00

Accounting fee: 2,860 - 462 = 2,398

PAYMENT OPTIONS

Electronic Transfer: **BSB: 939-200** **INV-3162**
 Account No: 535196836 **\$2,860.00**
 Ref: INV-3162

Credit Card / Eftpos: Please contact the office 

Cheque / Cash: Cheques payable to *GLR Accountants*

30400 - ATO Supervisory Levy

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
30400	ATO Supervisory Levy	\$259.00	\$259.00	0%
TOTAL		CY Balance	LY Balance	
		\$259.00	\$259.00	

Supporting Documents

- General Ledger [Report](#)

Standard Checklist

- Attach all source documentation
- Ensure all Transactions have been entered

Shooks Superannuation Fund

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
ATO Supervisory Levy (30400)					
<u>ATO Supervisory Levy (30400)</u>					
19/10/2022	ATO001100016844305 ATO		259.00		259.00 DR
			259.00		259.00 DR

Total Debits: 259.00

Total Credits: 0.00

30700 - Auditor's Remuneration

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
30700	Auditor's Remuneration	\$462.00	\$451.00	2.44%
TOTAL		CY Balance	LY Balance	
		\$462.00	\$451.00	

Supporting Documents

- General Ledger [Report](#)
- GLR Invoice.pdf

Standard Checklist

- Attach all source documentation
- Ensure all Transactions have been entered

Shooks Superannuation Fund

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
Auditor's Remuneration (30700)					
Auditor's Remuneration (30700)					
10/10/2022	Transfer to other INV 3162		462.00		462.00 DR
			462.00		462.00 DR

Total Debits: 462.00

Total Credits: 0.00

Efkon House, 20-24 Trenerry St
PO Box 3875 Weston ACT 2611
(02) 6287 2655

admin@glraccountants.com.au
www.glraccountants.com.au
ABN 87 088 416 522

Invoice No.
Invoice Date

INV-3162
04 Oct 2022

Shooks Superannuation Fund

4 Wilari Pl
GIRALANG ACT 2617


\$2860.00 10/10/2022
Receipt Over

Description	Amount
SMSF Financials & Tax	2,060.00
Preparation and lodgement of your income tax return for the year ended 30 June 2021. Preparation of Financial Statements, Member contribution statements and Trust Deed declaration. Arranging audit with external auditor. (\$1660)	
A lot of share sales and buys this year, more than normal. (\$400)	
2021 Audit	420.00
Audit of Financial Statements by external auditor in accordance with legislation governing superannuation funds and auditing standards.	420 * 1.1 = 462
Accurium Actuarial Report	120.00
Actuarial Report Cost as required by ATO for pension tax exemption.	
Subtotal	\$2,600.00
Total GST 10%	\$260.00
Invoice Total	\$2,860.00
Amount Due	\$2,860.00

Accounting fee: 2,860 - 462 = 2,398

PAYMENT OPTIONS

Electronic Transfer: **BSB: 939-200** **INV-3162**
 Account No: 535196836 **\$2,860.00**
 Ref: INV-3162

Credit Card / Eftpos: Please contact the office 

Cheque / Cash: Cheques payable to *GLR Accountants*

31500 - Bank Charges

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
31500	Bank Charges	\$5.00	(\$0.11)	(4645.45)%
TOTAL		CY Balance	LY Balance	
		\$5.00	(\$0.11)	

Supporting Documents

- General Ledger [Report](#)

Standard Checklist

- Attach all source documentation
- Ensure all Transactions have been entered

Shooks Superannuation Fund

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
Bank Charges (31500)					
<u>Bank Charges (31500)</u>					
01/07/2022	Paper Statement Fe		2.50		2.50 DR
01/12/2022	Paper Statement Fe		2.50		5.00 DR
01/01/2023	Paper Statement Fe		2.50		7.50 DR
01/03/2023	Paper Statement Fe		2.50		10.00 DR
01/04/2023	Paper Statement Fe		2.50		12.50 DR
09/06/2023	Miscellaneous credits			2.50	10.00 DR
09/06/2023	Miscellaneous credits			2.50	7.50 DR
09/06/2023	Miscellaneous credits			2.50	5.00 DR
			12.50	7.50	5.00 DR

Total Debits: 12.50

Total Credits: 7.50

37500 - Investment Expenses

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
AX1.AX	Accent Group Limited		\$25.00	100%
WBC.AX	Westpac Banking Corporation		\$21,484.44	100%
TOTAL		CY Balance	LY Balance	
			\$21,509.44	

Supporting Documents

○ General Ledger [Report](#)

Standard Checklist

- Attach all source documentation
- Ensure all Transactions have been entered

Shooks Superannuation Fund

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
					0.00 DR

Total Debits: 0.00

Total Credits: 0.00

41600 - Pensions Paid

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
SHOCHR00003P	(Pensions Paid) Shooks, Christina - Pension (Pension 2 7 /14 Rev)	\$21,040.00	\$22,000.00	(4.36)%
SHOCHR00004P	(Pensions Paid) Shooks, Christina - Pension (Pension 3 10 /14 Rev)	\$1,630.00	\$3,000.00	(45.67)%
SHOCHR00006P	(Pensions Paid) Shooks, Christina - Pension (Account Based Pension 5)	\$4,830.00	\$7,000.00	(31)%
SHOLAN00004P	(Pensions Paid) Shooks, Lance - Pension (Pension 3 7/14 Rev)	\$22,670.00	\$35,780.00	(36.64)%
SHOLAN00005P	(Pensions Paid) Shooks, Lance - Pension (Pension 4 10 /14 Rev)		\$3,220.00	100%
SHOLAN00007P	(Pensions Paid) Shooks, Lance - Pension (Account Based Pension 5)	\$4,830.00	\$8,000.00	(39.63)%
TOTAL		CY Balance	LY Balance	
		\$55,000.00	\$79,000.00	

Supporting Documents

○ Pension Summary Report [Report](#)

Standard Checklist

- Attach copy of Pension Summary Report
- Ensure Member(s) have been advised of pension for coming year
- Ensure Minimum Pension has been paid for each account

Shooks Superannuation Fund
Pension Summary

As at 30 June 2023

Member Name : Shooks, Lance

Member Age : 64* (Date of Birth : 14/07/1957)

Member Code	Pension Type	Pension Start Date	Tax Free	Min / PF	Minimum	Maximum	Gross Pension Payments	PAYG	Net Pension Payment	Amount to reach Minimum
SHOLAN 00004P	Account Based Pension	01/07/2014	48.58%	2.00%	\$4,380.00*	N/A	\$22,670.00	\$0.00	\$22,670.00	NIL

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

SHOLAN 00007P	Account Based Pension	14/02/2019	99.11%	2.00%	\$4,830.00*	N/A	\$4,830.00	\$0.00	\$4,830.00	\$0.00
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*COVID-19 50% reduction has been applied to the minimum pension amount.

					\$9,210.00	\$0.00	\$27,500.00	\$0.00	\$27,500.00	\$0.00
--	--	--	--	--	-------------------	---------------	--------------------	---------------	--------------------	---------------

Member Name : Shooks, Christina

Member Age : 64* (Date of Birth : 24/12/1957)

Member Code	Pension Type	Pension Start Date	Tax Free	Min / PF	Minimum	Maximum	Gross Pension Payments	PAYG	Net Pension Payment	Amount to reach Minimum
SHOCHR 00003P	Account Based Pension	01/07/2014	50.13%	2.00%	\$4,000.00*	N/A	\$21,040.00	\$0.00	\$21,040.00	NIL

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

SHOCHR 00004P	Account Based Pension	03/10/2014	100.00%	2.00%	\$1,630.00*	N/A	\$1,630.00	\$0.00	\$1,630.00	\$0.00
---------------	-----------------------	------------	---------	-------	-------------	-----	------------	--------	------------	--------

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

SHOCHR 00006P	Account Based Pension	14/02/2019	99.92%	2.00%	\$4,830.00*	N/A	\$4,830.00	\$0.00	\$4,830.00	\$0.00
---------------	-----------------------	------------	--------	-------	-------------	-----	------------	--------	------------	--------

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

Shooks Superannuation Fund
Pension Summary

As at 30 June 2023

					\$10,460.00	\$0.00	\$27,500.00	\$0.00	\$27,500.00	\$0.00
--	--	--	--	--	-------------	--------	-------------	--------	-------------	--------

Total :

					\$19,670.00	\$0.00	\$55,000.00	\$0.00	\$55,000.00	\$0.00
--	--	--	--	--	-------------	--------	-------------	--------	-------------	--------

*Age as at 01/07/2022 or pension start date for new pensions.

48500 - Income Tax Expense

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
48500	Income Tax Expense	(\$27,538.53)	(\$50,876.21)	(45.87)%
TOTAL		CY Balance	LY Balance	
		(\$27,538.53)	(\$50,876.21)	

Supporting Documents

No supporting documents

49000 - Profit/Loss Allocation Account

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
49000	Profit/Loss Allocation Account	\$22,705.15	(\$354,318.41)	(106.41)%
TOTAL		CY Balance	LY Balance	
		\$22,705.15	(\$354,318.41)	

Supporting Documents

No supporting documents

50000 - Members

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	Opening Balance	Contribution Income	Earnings	Member Payments	Tax & Fees	Closing Balance	Change
SHOCHR00003P	Shooks, Christina - Pension (Pension 2 7/14 Rev)	(\$200,208.34)		(\$14,498.82)	\$21,040.00		(\$193,667.16)	(3.27)%
SHOCHR00004P	Shooks, Christina - Pension (Pension 3 10/14 Rev)	(\$81,733.81)		(\$6,036.30)	\$1,630.00		(\$86,140.11)	5.39%
SHOCHR00006P	Shooks, Christina - Pension (Account Based Pension 5)	(\$241,545.38)		(\$17,838.52)	\$4,830.00		(\$254,553.90)	5.39%
SHOLAN00001A	Shooks, Lance - Accumulation (Accumulation)	(\$11,322.29)	(\$5,560.32)	(\$1,037.72)		\$933.90	(\$16,986.43)	50.03%
SHOLAN00004P	Shooks, Lance - Pension (Pension 3 7/14 Rev)	(\$219,134.73)		(\$15,836.16)	\$22,670.00		(\$212,300.89)	(3.12)%
SHOLAN00005P	Shooks, Lance - Pension (Pension 4 10/14 Rev)	\$0.00		\$0.00	\$0.00		\$0.00	0%
SHOLAN00007P	Shooks, Lance - Pension (Account Based Pension 5)	(\$241,543.42)		(\$17,831.21)	\$4,830.00		(\$254,544.63)	5.38%

TOTAL	Opening Balance	Contribution Income	Earnings	Member Payments	Tax & Fees	Closing Balance
	(\$995,487.97)	(\$5,560.32)	(\$73,078.73)	\$55,000.00	\$933.90	(\$1,018,193.12)

Supporting Documents

- Members Summary [Report](#)
- Members Statements [Report](#)

Standard Checklist

- Attach copies of Members Statements

Shooks Superannuation Fund

Members Statement

Lance Shooks
 4 Wilari Place
 Giralang, Australian Capital Territory, 2617, Australia

Your Details

Date of Birth :	14/07/1957	Nominated Beneficiaries:	N/A
Age:	65	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	16,986.43
Date Joined Fund:	13/03/2003	Total Death Benefit:	16,986.43
Service Period Start Date:	12/12/1988	Current Salary:	0.00
Date Left Fund:		Previous Salary:	0.00
Member Code:	SHOLAN00001A	Disability Benefit:	0.00
Account Start Date:	13/03/2003		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance

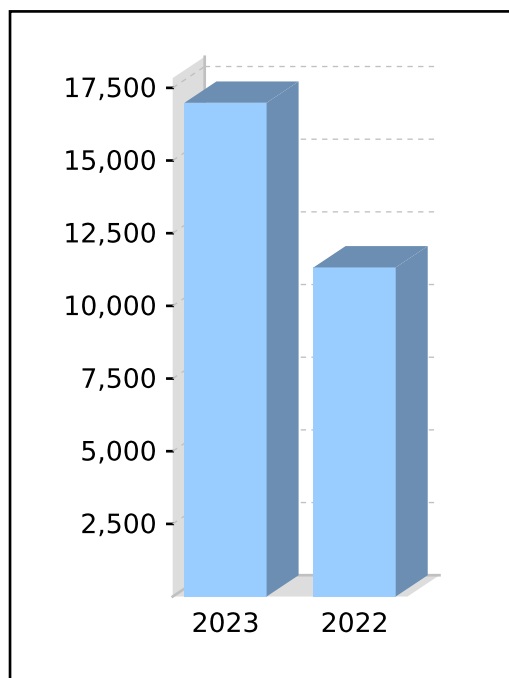
Total Benefits 16,986.43

Preservation Components

Preserved
 Unrestricted Non Preserved 16,986.43
 Restricted Non Preserved

Tax Components

Tax Free 2,362.70
 Taxable 14,623.73
 Investment Earnings Rate 6.24%



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2022	11,322.29	11,154.50
<u>Increases to Member account during the period</u>		
Employer Contributions	5,121.97	2,922.13
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions	438.35	500.00
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	1,037.72	(2,614.14)
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax	768.29	438.33
Income Tax	165.61	201.87
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2023	16,986.43	11,322.29

Shooks 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

Lance Shooks
Trustee

Christina Shooks
Trustee

Shooks Superannuation Fund

Members Statement

Lance Shooks
 4 Wilari Place
 Giralang, Australian Capital Territory, 2617, Australia

Your Details

Your Details		Nominated Beneficiaries:	Christina Shooks
Date of Birth :	14/07/1957	Nomination Type:	N/A
Age:	65	Vested Benefits:	212,300.89
Tax File Number:	Provided	Total Death Benefit:	212,300.89
Date Joined Fund:	13/03/2003	Current Salary:	0.00
Service Period Start Date:	12/12/1988	Previous Salary:	0.00
Date Left Fund:		Disability Benefit:	0.00
Member Code:	SHOLAN00004P		
Account Start Date:	01/07/2014		
Account Phase:	Retirement Phase		
Account Description:	Pension 3 7/14 Rev		

Your Balance

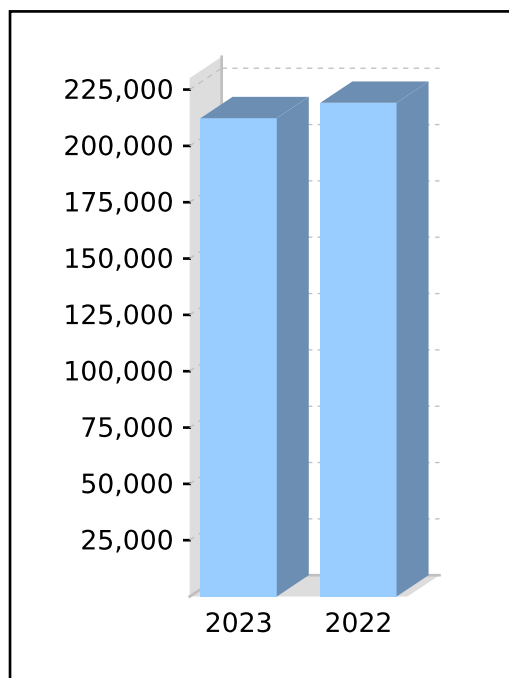
Total Benefits 212,300.89

Preservation Components

Preserved
 Unrestricted Non Preserved 212,300.89
 Restricted Non Preserved

Tax Components

Tax Free (48.58%) 103,148.55
 Taxable 109,152.34
 Investment Earnings Rate 7.41%



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2022	219,134.73	320,072.14
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	15,836.16	(65,157.41)
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid	22,670.00	35,780.00
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2023	212,300.89	219,134.73

Shooks Superannuation Fund
Members Statement

Trustee's Disclaimer

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Signed by all the trustees of the fund

Lance Shooks
Trustee

Christina Shooks
Trustee

Shooks Superannuation Fund

Members Statement

Lance Shooks
 4 Wilari Place
 Giralang, Australian Capital Territory, 2617, Australia

Your Details

Date of Birth :	14/07/1957	Nominated Beneficiaries:	Christina Shooks
Age:	65	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	254,544.63
Date Joined Fund:	13/03/2003	Total Death Benefit:	254,544.63
Service Period Start Date:	12/12/1988	Current Salary:	0.00
Date Left Fund:		Previous Salary:	0.00
Member Code:	SHOLAN00007P	Disability Benefit:	0.00
Account Start Date:	14/02/2019		
Account Phase:	Retirement Phase		
Account Description:	Account Based Pension 5		

Your Balance

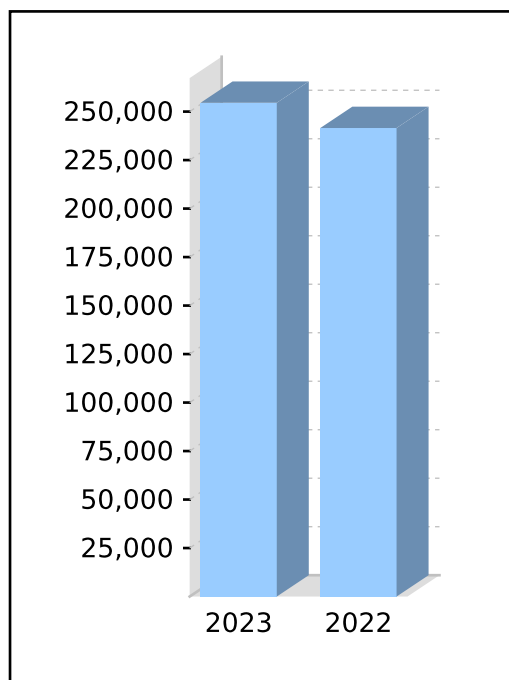
Total Benefits 254,544.63

Preservation Components

Preserved
 Unrestricted Non Preserved 254,544.63
 Restricted Non Preserved

Tax Components

Tax Free (99.11%) 252,273.57
 Taxable 2,271.06
 Investment Earnings Rate 7.41%



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2022	241,543.42	314,785.76
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	17,831.21	(65,242.34)
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid	4,830.00	8,000.00
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2023	254,544.63	241,543.42

Shooks Superannuation Fund
Members Statement

Trustee's Disclaimer

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Signed by all the trustees of the fund

Lance Shooks
Trustee

Christina Shooks
Trustee

Shooks Superannuation Fund

Members Statement

Christina Shooks
 4 Wilari Place
 Giralang, Australian Capital Territory, 2617, Australia

Your Details

Date of Birth :	24/12/1957	Nominated Beneficiaries:	Lance Shooks
Age:	65	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	193,667.16
Date Joined Fund:	13/03/2003	Total Death Benefit:	193,667.16
Service Period Start Date:	19/10/1989	Current Salary:	0.00
Date Left Fund:		Previous Salary:	0.00
Member Code:	SHOCHR00003P	Disability Benefit:	0.00
Account Start Date:	01/07/2014		
Account Phase:	Retirement Phase		
Account Description:	Pension 2 7/14 Rev		

Your Balance

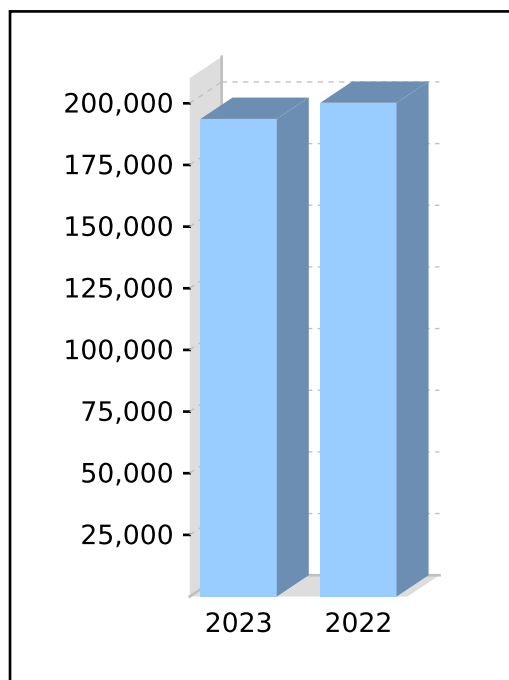
Total Benefits 193,667.16

Preservation Components

Preserved
 Unrestricted Non Preserved 193,667.16
 Restricted Non Preserved

Tax Components

Tax Free (50.13%) 97,083.35
 Taxable 96,583.81
 Investment Earnings Rate 7.41%



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2022	200,208.34	279,413.58
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	14,498.82	(57,205.24)
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid	21,040.00	22,000.00
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2023	193,667.16	200,208.34

Shooks 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

Lance Shooks
Trustee

Christina Shooks
Trustee

Shooks Superannuation Fund

Members Statement

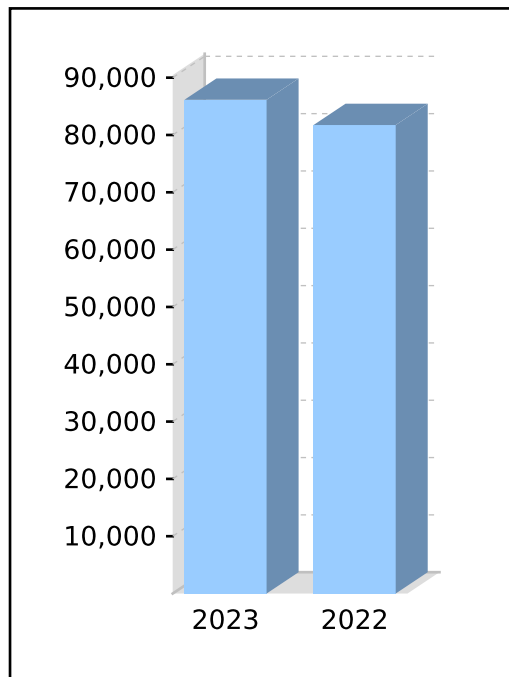
Christina Shooks
 4 Wilari Place
 Giralang, Australian Capital Territory, 2617, Australia

Your Details

Date of Birth :	24/12/1957	Nominated Beneficiaries:	Lance Shooks
Age:	65	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	86,140.11
Date Joined Fund:	13/03/2003	Total Death Benefit:	86,140.11
Service Period Start Date:	19/10/1989	Current Salary:	0.00
Date Left Fund:		Previous Salary:	0.00
Member Code:	SHOCHR00004P	Disability Benefit:	0.00
Account Start Date:	03/10/2014		
Account Phase:	Retirement Phase		
Account Description:	Pension 3 10/14 Rev		

Your Balance

Total Benefits	86,140.11
<u>Preservation Components</u>	
Preserved	
Unrestricted Non Preserved	86,140.11
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free (100.00%)	86,140.11
Taxable	
Investment Earnings Rate	7.41%



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2022	81,733.81	106,870.60
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	6,036.30	(22,136.79)
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid	1,630.00	3,000.00
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2023	86,140.11	81,733.81

Shooks 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

Lance Shooks
Trustee

Christina Shooks
Trustee

Shooks Superannuation Fund

Members Statement

Christina Shooks
 4 Wilari Place
 Giralang, Australian Capital Territory, 2617, Australia

Your Details

Date of Birth :	24/12/1957	Nominated Beneficiaries:	Lance Shooks
Age:	65	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	254,553.90
Date Joined Fund:	13/03/2003	Total Death Benefit:	254,553.90
Service Period Start Date:	19/10/1989	Current Salary:	0.00
Date Left Fund:		Previous Salary:	0.00
Member Code:	SHOCHR00006P	Disability Benefit:	0.00
Account Start Date:	14/02/2019		
Account Phase:	Retirement Phase		
Account Description:	Account Based Pension 5		

Your Balance

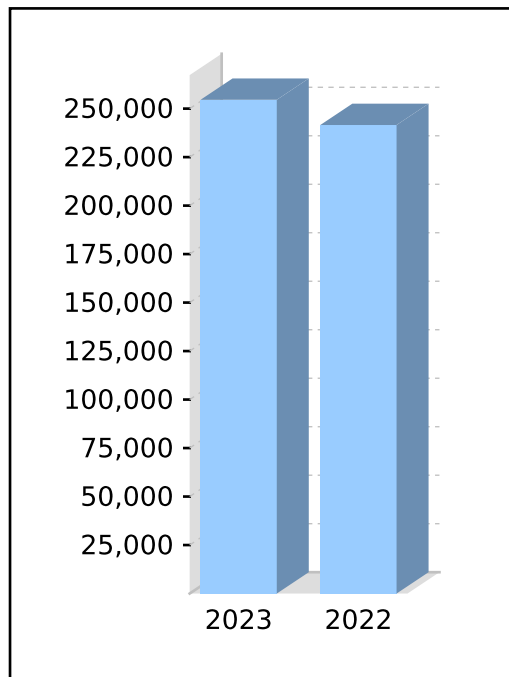
Total Benefits 254,553.90

Preservation Components

Preserved
 Unrestricted Non Preserved 254,553.90
 Restricted Non Preserved

Tax Components

Tax Free (99.92%) 254,349.34
 Taxable 204.56
 Investment Earnings Rate 7.41%



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2022	241,545.38	313,537.43
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	17,838.52	(64,992.05)
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid	4,830.00	7,000.00
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2023	254,553.90	241,545.38

Shooks 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

Lance Shooks
Trustee

Christina Shooks
Trustee

Shooks Superannuation Fund

Members Summary

As at 30 June 2023

Opening Balances	Increases				Decreases					Closing Balance	
	Contributions	Transfers In	Net Earnings	Insurance Proceeds	Pensions Paid	Contributions Tax	Taxes Paid	Benefits Paid/ Transfers Out	Insurance Premiums		Member Expenses
Lance Shooks (Age: 65)											
SHOLAN00001A - Accumulation											
11,322.29	5,560.32		1,037.72			768.29		165.61			16,986.43
SHOLAN00004P - Pension 3 7/14 Rev - Tax Free: 48.58%											
219,134.73			15,836.16		22,670.00						212,300.89
SHOLAN00007P - Account Based Pension 5 - Tax Free: 99.11%											
241,543.42			17,831.21		4,830.00						254,544.63
472,000.44	5,560.32		34,705.09		27,500.00	768.29		165.61			483,831.95
Christina Shooks (Age: 65)											
SHOCHR00003P - Pension 2 7/14 Rev - Tax Free: 50.13%											
200,208.34			14,498.82		21,040.00						193,667.16
SHOCHR00004P - Pension 3 10/14 Rev - Tax Free: 100.00%											
81,733.81			6,036.30		1,630.00						86,140.11
SHOCHR00006P - Account Based Pension 5 - Tax Free: 99.92%											
241,545.38			17,838.52		4,830.00						254,553.90
523,487.53			38,373.64		27,500.00						534,361.17
995,487.97	5,560.32		73,078.73		55,000.00	768.29		165.61			1,018,193.12

Shooks Superannuation Fund

Members Summary

As at 30 June 2023

Opening Balances	Increases				Decreases					Closing Balance
	Contributions	Transfers In	Net Earnings	Insurance Proceeds	Pensions Paid	Contributions Tax	Taxes Paid	Benefits Paid/ Transfers Out	Insurance Premiums	

60400 - Bank Accounts

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
CBA10204971	CBA 4971	\$13,658.88	\$46,970.38	(70.92)%
CBA17752609	CBA 2609	\$18,415.48	\$1,806.44	919.43%
TOTAL		CY Balance	LY Balance	
		\$32,074.36	\$48,776.82	

Supporting Documents

- Bank Statement Report [Report](#)
- Bank Statements - 4971.pdf [CBA10204971](#)
- Bank Statements - 2609.pdf [CBA17752609](#)

Standard Checklist

- Attach Copies of Bank Statements
- Attach copy of Bank Statement Report
- Ensure all Balances match Statement Balances at June 30
- Ensure all Transactions have been entered

Shooks Superannuation Fund Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Chart Code: 60400 / CBA10204971

Account Name: CBA 4971

BSB and Account Number: 062911 10204971

Opening Balance - Total Debits + Total Credits = Closing Balance
 \$ 46,970.38 \$ 157,860.00 \$ 124,548.50 \$ 13,658.88

Data Feed Used

BGL Bank Data Service

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
01/07/2022	Opening Balance			46,970.38		
01/07/2022	DEPOSIT INTEREST		0.45	46,970.83	46,970.83	
21/07/2022	QUICKSPR3257109017 QUICKSUPER		116.21	47,087.04	47,087.04	
01/08/2022	DEPOSIT INTEREST		4.58	47,091.62	47,091.62	
04/08/2022	QUICKSPR3268202237 QUICKSUPER		248.82	47,340.44	47,340.44	
18/08/2022	QUICKSPR3278550505 QUICKSUPER		462.21	47,802.65	47,802.65	
01/09/2022	QUICKSPR3288992713 QUICKSUPER		23.79	47,826.44		
01/09/2022	DEPOSIT INTEREST		15.20	47,841.64	47,841.64	
15/09/2022	SEP22-00806187 PTM DIVIDEND [System Matched Income Data]		3,500.00	51,341.64		
15/09/2022	QUICKSPR3299992164 QUICKSUPER		291.15	51,632.79	51,632.79	
23/09/2022	SEP22-00803825 APE DIVIDEND [System Matched Income Data]		539.00	52,171.79	52,171.79	
27/09/2022	SEP22-00800494 DSK DIVIDEND [System Matched Income Data]		5,000.00	57,171.79	57,171.79	
29/09/2022	QUICKSPR3310137480 QUICKSUPER		356.82	57,528.61	57,528.61	
30/09/2022	001284481908 PPT FNL DIV [System Matched Income Data]		2,910.00	60,438.61	60,438.61	
01/10/2022	DEPOSIT INTEREST		28.60	60,467.21	60,467.21	
10/10/2022	Transfer to other INV 3162	2,860.00		57,607.21	57,607.21	
13/10/2022	RAU22-00926217 SOUTH32 DIVIDEND		5,026.21	62,633.42		

Shooks Superannuation Fund
Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
13/10/2022	001284659288 IGL FNL DIV [System Matched Income Data]		4,000.00	66,633.42		
13/10/2022	QUICKSPR3321477241 QUICKSUPER		291.62	66,925.04	66,925.04	
18/10/2022	Withdrawal Transfer to xx9060	5,000.00		61,925.04	61,925.04	
21/10/2022	Transfer from xx26 Trans ATO to Div [Trans ATO to Div Transfer to xx4971]		50,617.21	112,542.25	112,542.25	
27/10/2022	QUICKSPR3332647749 QUICKSUPER		162.09	112,704.34	112,704.34	
28/10/2022	S00025912152 Cadence Capital [System Matched Income Data]		2,200.00	114,904.34	114,904.34	
01/11/2022	DEPOSIT INTEREST		77.46	114,981.80	114,981.80	
10/11/2022	QUICKSPR3343380417 QUICKSUPER		415.87	115,397.67	115,397.67	
24/11/2022	QUICKSPR3353772336 QUICKSUPER		303.56	115,701.23	115,701.23	
01/12/2022	DEPOSIT INTEREST		145.38	115,846.61	115,846.61	
08/12/2022	QUICKSPR3364140884 QUICKSUPER		307.52	116,154.13	116,154.13	
22/12/2022	QUICKSPR3374245517 QUICKSUPER		179.64	116,333.77	116,333.77	
01/01/2023	DEPOSIT INTEREST		157.83	116,491.60	116,491.60	
05/01/2023	QUICKSPR3382134202 QUICKSUPER		19.46	116,511.06	116,511.06	
27/01/2023	001289322305 IPL PAYMENT		1,700.00	118,211.06	118,211.06	
01/02/2023	DEPOSIT INTEREST		158.70	118,369.76	118,369.76	
02/02/2023	QUICKSPR3401849518 QUICKSUPER		72.96	118,442.72	118,442.72	
16/02/2023	QUICKSPR3412138309 QUICKSUPER		241.76	118,684.48	118,684.48	
01/03/2023	DEPOSIT INTEREST		147.95	118,832.43	118,832.43	
02/03/2023	QUICKSPR3422777571 QUICKSUPER		326.30	119,158.73	119,158.73	
16/03/2023	QUICKSPR3432906369 QUICKSUPER		169.71	119,328.44	119,328.44	

Shooks Superannuation Fund

Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
17/03/2023	MAR23-00805915 PTM DIVIDEND [System Matched Income Data]		4,550.00	123,878.44		
28/03/2023	AUI23-00800515 DSK DIVIDEND [System Matched Income Data]		4,000.00	127,878.44		
30/03/2023	QUICKSPR3442883331 QUICKSUPER		274.44	128,152.88		
31/03/2023	MAR23-00803732 APE DIVIDEND [System Matched Income Data]		2,180.50	130,333.38	130,333.38	
01/04/2023	DEPOSIT INTEREST		194.25	130,527.63	130,527.63	
13/04/2023	001294954394 IGL ITM DIV [System Matched Income Data]		5,700.00	136,227.63		
13/04/2023	QUICKSPR3453119585 QUICKSUPER		272.92	136,500.55		
17/04/2023	Wdl Branch BELCONN	100,000.00		36,500.55	36,500.55	
21/04/2023	S00025912152 WAM Research Ltd [System Matched Income Data]		7,306.80	43,807.35	43,807.35	
24/04/2023	S00025912152 WAM Mircocap Ltd [System Matched Income Data]		5,324.24	49,131.59		
24/04/2023	S00025912152 WAM GLOBAL LTD [System Matched Income Data]		1,972.88	51,104.47	51,104.47	
27/04/2023	QUICKSPR3463338414 QUICKSUPER		132.06	51,236.53		
27/04/2023	Lance Withdrawal Transfer to xx7369	25,000.00		26,236.53	26,236.53	
28/04/2023	S00025912152 Cadence Capital [System Matched Income Data]		4,200.00	30,436.53	30,436.53	
01/05/2023	DEPOSIT INTEREST		134.82	30,571.35	30,571.35	
08/05/2023	Transfer Christina Transfer to xx73	25,000.00		5,571.35	5,571.35	
11/05/2023	QUICKSPR3474349590 QUICKSUPER		141.13	5,712.48	5,712.48	
25/05/2023	QUICKSPR3484958802 QUICKSUPER		311.93	6,024.41	6,024.41	
26/05/2023	S00025912152 WAM Capital [System Matched Income Data]		2,325.00	8,349.41	8,349.41	
01/06/2023	001295985154 BOQ ITM DIV [System Matched Income Data]		1,000.00	9,349.41		
01/06/2023	DEPOSIT INTEREST		8.50	9,357.91	9,357.91	

Shooks Superannuation Fund
Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
09/06/2023	CHQ 2913		4,300.97	13,658.88	13,658.88	
30/06/2023	CLOSING BALANCE			13,658.88	13,658.88	
		<u>157,860.00</u>	<u>124,548.50</u>			

Shooks Superannuation Fund Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Chart Code: 60400 / CBA17752609

Account Name: CBA 2609

BSB and Account Number: 067167 17752609

Opening Balance - Total Debits + Total Credits = Closing Balance
 \$ 1,806.44 \$ 1,374,524.25 \$ 1,391,133.29 \$ 18,415.48

Data Feed Used

BGL Bank Data Service

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
01/07/2022	Opening Balance			1,806.44		
01/07/2022	Paper Statement Fe	2.50		1,803.94	1,803.94	
19/07/2022	COMMSEC COMMONWEALTH SEC		109,013.75	110,817.69	110,817.69	
25/07/2022	COMMSEC COMMSEC SECURITI	30,279.72		80,537.97	80,537.97	
28/07/2022	COMMSEC COMMONWEALTH SEC		5,230.05	85,768.02	85,768.02	
01/08/2022	DEPOSIT INTEREST		10.62	85,778.64		
01/08/2022	Miscellaneous debits	4.00		85,774.64		
01/08/2022	COMMSEC COMMSEC SECURITI	74,689.52		11,085.12	11,085.12	
02/08/2022	COMMSEC COMMSEC SECURITI	5,619.95		5,465.17	5,465.17	
08/08/2022	COMMSEC COMMONWEALTH SEC		27,176.49	32,641.66	32,641.66	
16/08/2022	COMMSEC COMMSEC SECURITI	31,891.51		750.15	750.15	
29/08/2022	COMMSEC COMMSEC SECURITI	11.99		738.16	738.16	
01/09/2022	DEPOSIT INTEREST		1.83	739.99	739.99	
18/10/2022	COMMSEC COMMONWEALTH SEC		432,957.83	433,697.82	433,697.82	
19/10/2022	ATO001100016844305 ATO		50,617.21	484,315.03	484,315.03	
21/10/2022	Transfer from xx26 Trans ATO to Div [Trans ATO to Div Transfer to xx4971]	50,617.21		433,697.82	433,697.82	
26/10/2022	COMMSEC COMMSEC SECURITI	44,152.92		389,544.90	389,544.90	

Shooks Superannuation Fund
Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
27/10/2022	ATO008000017379190 ATO		438.35	389,983.25		
27/10/2022	COMMSEC COMMSEC SECURITI	11.48		389,971.77	389,971.77	
28/10/2022	COMMSEC COMMSEC SECURITI	37,545.00		352,426.77	352,426.77	
01/11/2022	DEPOSIT INTEREST		268.28	352,695.05		
01/11/2022	Miscellaneous debits	125.00		352,570.05	352,570.05	
07/11/2022	COMMSEC COMMSEC SECURITI	28,834.56		323,735.49	323,735.49	
09/11/2022	COMMSEC COMMSEC SECURITI	2,549.95		321,185.54	321,185.54	
10/11/2022	COMMSEC COMMSEC SECURITI	22,780.41		298,405.13	298,405.13	
14/11/2022	COMMSEC COMMONWEALTH SEC		128,835.22	427,240.35	427,240.35	
16/11/2022	COMMSEC COMMSEC SECURITI	33,164.75		394,075.60	394,075.60	
17/11/2022	COMMSEC COMMSEC SECURITI	50,330.38		343,745.22	343,745.22	
18/11/2022	COMMSEC COMMSEC SECURITI	5,319.95		338,425.27	338,425.27	
22/11/2022	COMMSEC COMMSEC SECURITI	51,759.13		286,666.14	286,666.14	
01/12/2022	DEPOSIT INTEREST		491.80	287,157.94		
01/12/2022	Paper Statement Fe	2.50		287,155.44		
01/12/2022	Miscellaneous debits	230.00		286,925.44	286,925.44	
15/12/2022	COMMSEC COMMSEC SECURITI	15,772.12		271,153.32	271,153.32	
16/12/2022	COMMSEC COMMSEC SECURITI	83,235.00		187,918.32	187,918.32	
21/12/2022	COMMSEC COMMSEC SECURITI	75,827.75		112,090.57	112,090.57	
22/12/2022	COMMSEC COMMSEC SECURITI	4,265.05		107,825.52	107,825.52	
23/12/2022	COMMSEC COMMSEC SECURITI	47,338.46		60,487.06	60,487.06	

Shooks Superannuation Fund
Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
28/12/2022	COMMSEC COMMSEC SECURITI	1,102.79		59,384.27	59,384.27	
29/12/2022	COMMSEC COMMSEC SECURITI	437.69		58,946.58	58,946.58	
01/01/2023	DEPOSIT INTEREST		291.75	59,238.33		
01/01/2023	Paper Statement Fe	2.50		59,235.83		
01/01/2023	Miscellaneous debits	136.00		59,099.83	59,099.83	
10/01/2023	COMMSEC COMMSEC SECURITI	17,690.11		41,409.72	41,409.72	
12/01/2023	COMMSEC COMMSEC SECURITI	20,129.95		21,279.77	21,279.77	
01/02/2023	DEPOSIT INTEREST		31.42	21,311.19		
01/02/2023	Miscellaneous debits	14.00		21,297.19	21,297.19	
20/02/2023	COMMSEC COMMONWEALTH SEC		92,788.53	114,085.72	114,085.72	
23/02/2023	COMMSEC COMMSEC SECURITI	11,627.56		102,458.16	102,458.16	
27/02/2023	COMMSEC COMMSEC SECURITI	52,918.12		49,540.04	49,540.04	
01/03/2023	DEPOSIT INTEREST		48.30	49,588.34		
01/03/2023	Paper Statement Fe	2.50		49,585.84		
01/03/2023	Miscellaneous debits	22.00		49,563.84	49,563.84	
07/03/2023	COMMSEC COMMONWEALTH SEC		68,788.01	118,351.85	118,351.85	
14/03/2023	COMMSEC COMMSEC SECURITI	43,201.78		75,150.07	75,150.07	
15/03/2023	COMMSEC COMMSEC SECURITI	42,951.48		32,198.59		
22/03/2023	COMMSEC COMMONWEALTH SEC		172,094.77	204,293.36	204,293.36	
24/03/2023	COMMSEC COMMSEC SECURITI	38,045.60		166,247.76	166,247.76	
30/03/2023	COMMSEC COMMONWEALTH SEC		140,005.77	306,253.53		

Shooks Superannuation Fund
Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
01/04/2023	DEPOSIT INTEREST		174.34	306,427.87		
01/04/2023	Paper Statement Fe	2.50		306,425.37		
01/04/2023	Miscellaneous debits	81.00		306,344.37	306,344.37	
04/04/2023	COMMSEC COMMSEC SECURITI	31,237.44		275,106.93	275,106.93	
06/04/2023	COMMSEC COMMSEC SECURITI	148,400.35		126,706.58		
13/04/2023	COMMSEC COMMONWEALTH SEC		33,481.04	160,187.62		
17/04/2023	COMMSEC COMMSEC SECURITI	24,729.95		135,457.67	135,457.67	
20/04/2023	COMMSEC COMMSEC SECURITI	90,050.56		45,407.11	45,407.11	
26/04/2023	COMMSEC COMMSEC SECURITI	17,654.95		27,752.16		
01/05/2023	COMMSEC COMMONWEALTH SEC		63,125.76	90,877.92		
01/05/2023	DEPOSIT INTEREST		212.08	91,090.00		
01/05/2023	Miscellaneous debits	99.00		90,991.00		
01/05/2023	NETBANK BPAY BOARDROOM PTY LTD [Share Purchase Plan at \$1.458]	30,000.00		60,991.00	60,991.00	
02/05/2023	COMMSEC COMMONWEALTH SEC		64,153.96	125,144.96	125,144.96	
05/05/2023	COMMSEC COMMSEC SECURITI	9,042.07		116,102.89	116,102.89	
08/05/2023	COMMSEC COMMSEC SECURITI	24,917.84		91,185.05	91,185.05	
17/05/2023	COMMSEC COMMSEC SECURITI	6,805.60		84,379.45		
18/05/2023	COMMSEC COMMSEC SECURITI	7,121.09		77,258.36	77,258.36	
19/05/2023	COMMSEC COMMSEC SECURITI	603.42		76,654.94	76,654.94	
22/05/2023	COMMSEC COMMSEC SECURITI	2,449.84		74,205.10	74,205.10	
24/05/2023	COMMSEC COMMSEC SECURITI	16,604.95		57,600.15		

Shooks Superannuation Fund
Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
31/05/2023	COMMSEC COMMSEC SECURITI	8,619.95		48,980.20	48,980.20	
01/06/2023	DEPOSIT INTEREST		121.63	49,101.83		
01/06/2023	Miscellaneous debits	56.00		49,045.83	49,045.83	
05/06/2023	COMMSEC COMMSEC SECURITI	16,304.95		32,740.88	32,740.88	
08/06/2023	COMMSEC COMMSEC SECURITI	10,579.95		22,160.93	22,160.93	
09/06/2023	Miscellaneous credits		2.50	22,163.43		
09/06/2023	Miscellaneous credits		2.50	22,165.93		
09/06/2023	Miscellaneous credits		2.50	22,168.43		
09/06/2023	COMMSEC COMMSEC SECURITI	4,519.95		17,648.48	17,648.48	
13/06/2023	Miscellaneous credits		767.00	18,415.48	18,415.48	
30/06/2023	CLOSING BALANCE			18,415.48	18,415.48	
		<u>1,374,524.25</u>	<u>1,391,133.29</u>			

Shooks Superannuation Fund
Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Chart Code: 60800 / NABTD511929110

Account Name: NAB Term Deposit 9110

BSB and Account Number: 511929110

Opening Balance	-	Total Debits	+	Total Credits	=	Closing Balance	Data Feed Used
				\$ 100,000.00		\$ 100,000.00	

Date	Description	Debit	Credit	Ledger Balance	Statement Balance	Variance
		\$	\$	\$	\$	\$
17/04/2023	Wdl Branch BELCONN		100,000.00	100,000.00		
30/06/2023	CLOSING BALANCE			100,000.00		
			<u>100,000.00</u>			



019

SHOOKS SUPERANNUATION FUND
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 2911 10204971

Statement Period 12 Jun 2022 - 11 Jul 2022

Closing Balance \$46,970.83 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

The Commonwealth Direct Investment Account is the preferred cash account for CommSec investors. You will receive discounted brokerage when you link your CDIA to a CommSec Trading Account, and enjoy the convenience of managing your funds through NetBank and the CommBank app.

Name: CHRISTINA SHOOKS AND
 LANCE SHOOKS IN TRUST FOR
 SHOOKS SUPERANNUATION FUND

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
12 Jun	2022 OPENING BALANCE			\$20,738.61 CR
17 Jun	Direct Credit 464915 WAM Capital S00025912152		26,195.00	\$46,933.61 CR
23 Jun	Direct Credit 361578 QUICKSUPER QUICKSPR3235723017		36.77	\$46,970.38 CR
01 Jul	Credit Interest		0.45	\$46,970.83 CR
11 Jul	2022 CLOSING BALANCE			\$46,970.83 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$20,738.61 CR		Nil		\$26,232.22		\$46,970.83 CR



*# 2141.4348.1.1 ZZ258R3 0303 SLR3.S962.D192.O.V06.00.35



019

SHOOKS SUPERANNUATION FUND
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 2911 10204971

Statement Period 12 Jul 2022 - 11 Aug 2022

Closing Balance \$47,340.44 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

The Commonwealth Direct Investment Account is the preferred cash account for CommSec investors. You will receive discounted brokerage when you link your CDIA to a CommSec Trading Account, and enjoy the convenience of managing your funds through NetBank and the CommBank app.

Name: CHRISTINA SHOOKS AND
 LANCE SHOOKS IN TRUST FOR
 SHOOKS SUPERANNUATION FUND

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
12 Jul	2022 OPENING BALANCE			\$46,970.83 CR
21 Jul	Direct Credit 361578 QUICKSUPER QUICKSPR3257109017		116.21	\$47,087.04 CR
01 Aug	Credit Interest		4.58	\$47,091.62 CR
04 Aug	Direct Credit 361578 QUICKSUPER QUICKSPR3268202237		248.82	\$47,340.44 CR
11 Aug	2022 CLOSING BALANCE			\$47,340.44 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$46,970.83 CR		Nil		\$369.61		\$47,340.44 CR





019

SHOOKS SUPERANNUATION FUND
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 2911 10204971

Statement Period 12 Aug 2022 - 11 Sep 2022

Closing Balance \$47,841.64 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

The Commonwealth Direct Investment Account is the preferred cash account for CommSec investors. You will receive discounted brokerage when you link your CDIA to a CommSec Trading Account, and enjoy the convenience of managing your funds through NetBank and the CommBank app.

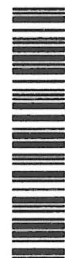
Name: CHRISTINA SHOOKS AND
 LANCE SHOOKS IN TRUST FOR
 SHOOKS SUPERANNUATION FUND

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
12 Aug 2022	OPENING BALANCE			\$47,340.44 CR
18 Aug	Direct Credit 361578 QUICKSUPER QUICKSPR3278550505		462.21	\$47,802.65 CR
01 Sep	Credit Interest		15.20	\$47,817.85 CR
01 Sep	Direct Credit 361578 QUICKSUPER QUICKSPR3288992713		23.79	\$47,841.64 CR
11 Sep 2022	CLOSING BALANCE			\$47,841.64 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$47,340.44 CR		Nil		\$501.20		\$47,841.64 CR



*# 3286.6649.1.1 ZZ258R3 0303 SL_R3.S962.D255.O.V06.00.35



019

SHOOKS SUPERANNUATION FUND
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 2911 10204971

Statement Period 12 Sep 2022 - 11 Oct 2022

Closing Balance \$57,607.21 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

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Name: CHRISTINA SHOOKS AND
 LANCE SHOOKS IN TRUST FOR
 SHOOKS SUPERANNUATION FUND

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
12 Sep	2022 OPENING BALANCE			\$47,841.64 CR
15 Sep	Direct Credit 458106 PTM DIVIDEND SEP22/00806187		3,500.00 ✓	\$51,341.64 CR
15 Sep	Direct Credit 361578 QUICKSUPER QUICKSPR3299992164		291.15	\$51,632.79 CR
23 Sep	Direct Credit 458106 APE DIVIDEND SEP22/00803825		539.00 ✓	\$52,171.79 CR
27 Sep	Direct Credit 458106 DSK DIVIDEND SEP22/00800494		5,000.00 ✓	\$57,171.79 CR
29 Sep	Direct Credit 361578 QUICKSUPER QUICKSPR3310137480		356.82	\$57,528.61 CR
30 Sep	Direct Credit 181238 PPT FNL DIV 001284481908		2,910.00 ✓	\$60,438.61 CR
01 Oct	Credit Interest		28.60	\$60,467.21 CR
10 Oct	Transfer to other Bank NetBank INV 3162 <i>Acct. Fees</i>	2,860.00 ✓		\$57,607.21 CR
11 Oct	2022 CLOSING BALANCE			\$57,607.21 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$47,841.64 CR		\$2,860.00		\$12,625.57		\$57,607.21 CR



18935.30167.1.1 ZZ258R3 0303 SL.R3.S961.D284.O V06.00.35



019

SHOOKS SUPERANNUATION FUND
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 2911 10204971

Statement Period 12 Oct 2022 - 11 Nov 2022

Closing Balance \$115,397.67 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

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Name: CHRISTINA SHOOKS AND
 LANCE SHOOKS IN TRUST FOR
 SHOOKS SUPERANNUATION FUND

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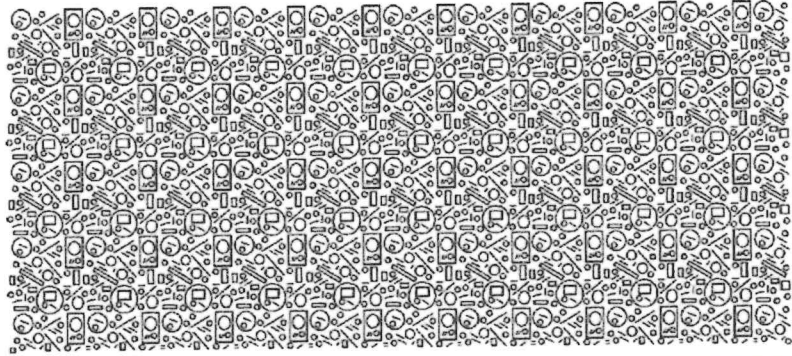
The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
12 Oct	2022 OPENING BALANCE			\$57,607.21 CR
13 Oct	Direct Credit 403290 IGL FNL DIV 001284659288		4,000.00 ✓	\$61,607.21 CR
13 Oct	Direct Credit 458106 SOUTH32 DIVIDEND RAU22/00926217		5,026.21 ✓	\$66,633.42 CR
13 Oct	Direct Credit 361578 QUICKSUPER QUICKSPR3321477241		291.62	\$66,925.04 CR
18 Oct	Transfer to xx9060 NetBank Pension - \$2500 each Withdrawal	5,000.00 ✓		\$61,925.04 CR
21 Oct	Transfer from xx2609 CommBank app Trans ATO to Div		50,617.21 ✓	\$112,542.25 CR
27 Oct	Direct Credit 361578 QUICKSUPER QUICKSPR3332647749		162.09	\$112,704.34 CR
28 Oct	Direct Credit 339412 Cadence Capital S00025912152		2,200.00 ✓	\$114,904.34 CR
01 Nov	Credit Interest		77.46	\$114,981.80 CR



Account Number

06 2911 10204971



Date	Transaction	Debit	Credit	Balance			
10 Nov	Direct Credit 361578 QUICKSUPER QUICKSPR3343380417		415.87	\$115,397.67 CR			
11 Nov	2022 CLOSING BALANCE			\$115,397.67 CR			
	Opening balance	-	Total debits	+	Total credits	=	Closing balance
	\$57,607.21 CR		\$5,000.00		\$62,790.46		\$115,397.67 CR

Your Credit Interest Rate Summary

Date	Balance	Standard Credit Interest Rate (p.a.)
11 Nov	Less than \$10,000.00	0.00%
	\$10,000.00 - \$19,999.99	0.70%
	\$20,000.00 - \$49,999.99	1.00%
	\$50,000.00 - \$99,999.99	1.20%
	\$100,000.00 - \$249,999.99	1.60%
	\$250,000.00 - \$499,999.99	1.90%
	\$500,000.00 and over	2.05%

Note. Interest rates are effective as at the date shown but are subject to change.

Important Information:

We try to get things right the first time – but if we don't, we'll do what we can to fix it.
 You can fix most problems simply by contacting us.
 Write to: CBA Group Customer Relations, Reply Paid 41, Sydney NSW 2001
 Tell us online: commbank.com.au/support/compliments-and-complaints.html
 Call: 1800 805 605 (free call)

You can also contact the Australian Financial Complaints Authority, AFCA, an independent external dispute resolution body approved by ASIC - time limits may apply, visit AFCA, afca.org.au, website for more information.
 Write to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
 Email: info@afca.org.au
 Call: 1800 931 678, free call Monday to Friday 9am– 5pm, AEST



019

SHOOKS SUPERANNUATION FUND
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 2911 10204971

Statement Period 12 Nov 2022 - 11 Dec 2022

Closing Balance \$116,154.13 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

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Name: CHRISTINA SHOOKS AND
 LANCE SHOOKS IN TRUST FOR
 SHOOKS SUPERANNUATION FUND

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Date	Transaction	Debit	Credit	Balance
12 Nov 2022	OPENING BALANCE			\$115,397.67 CR
24 Nov	Direct Credit 361578 QUICKSUPER QUICKSPR3353772336		303.56	\$115,701.23 CR
01 Dec	Credit Interest		145.38	\$115,846.61 CR
08 Dec	Direct Credit 361578 QUICKSUPER QUICKSPR3364140884		307.52	\$116,154.13 CR
11 Dec 2022	CLOSING BALANCE			\$116,154.13 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$115,397.67 CR		Nil		\$756.46		\$116,154.13 CR



*# 1204938017.1.2.ZZ258R3 0303.SL.R3.S962.D346.O.V06.00.35



019

SHOOKS SUPERANNUATION FUND
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 2911 10204971

Statement Period 12 Dec 2022 - 11 Jan 2023

Closing Balance \$116,511.06 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

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Date	Transaction	Debit	Credit	Balance
12 Dec 2022	OPENING BALANCE			\$116,154.13 CR
22 Dec	Direct Credit 361578 QUICKSUPER QUICKSPR3374245517		179.64	\$116,333.77 CR
01 Jan	Credit Interest		157.83	\$116,491.60 CR
05 Jan	Direct Credit 361578 QUICKSUPER QUICKSPR3382134202		19.46	\$116,511.06 CR
11 Jan 2023	CLOSING BALANCE			\$116,511.06 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$116,154.13 CR		Nil		\$356.93		\$116,511.06 CR



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019

SHOOKS SUPERANNUATION FUND
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 2911 10204971

Statement Period 12 Jan 2023 - 11 Feb 2023

Closing Balance \$118,442.72 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

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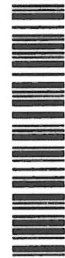
Name: CHRISTINA SHOOKS AND
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Date	Transaction	Debit	Credit	Balance
12 Jan 2023	OPENING BALANCE			\$116,511.06 CR
27 Jan	Direct Credit 498528 IPL PAYMENT 001289322305		1,700.00 ✓	\$118,211.06 CR
01 Feb	Credit Interest		158.70	\$118,369.76 CR
02 Feb	Direct Credit 361578 QUICKSUPER QUICKSPR3401849518		72.96	\$118,442.72 CR
11 Feb 2023	CLOSING BALANCE			\$118,442.72 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$116,511.06 CR		Nil		\$1,931.66		\$118,442.72 CR



*# 9205.25425.1.2 ZZ258R3 0303 SL R3.S962.D044.O V06.00.35



019

SHOOKS SUPERANNUATION FUND
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 2911 10204971

Statement Period 12 Feb 2023 - 11 Mar 2023

Closing Balance \$119,158.73 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

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Date	Transaction	Debit	Credit	Balance
12 Feb 2023	OPENING BALANCE			\$118,442.72 CR
16 Feb	Direct Credit 361578 QUICKSUPER QUICKSPR3412138309		241.76	\$118,684.48 CR
01 Mar	Credit Interest		147.95	\$118,832.43 CR
02 Mar	Direct Credit 361578 QUICKSUPER QUICKSPR3422777571		326.30	\$119,158.73 CR
11 Mar 2023	CLOSING BALANCE			\$119,158.73 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$118,442.72 CR		Nil		\$716.01		\$119,158.73 CR





Account Number 06 2911 10204971

Statement Period 12 Mar 2023 - 11 Apr 2023

Closing Balance \$130,527.63 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)



019

SHOOKS SUPERANNUATION FUND
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Direct Investment Account

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Date	Transaction	Debit	Credit	Balance
12 Mar 2023	OPENING BALANCE			\$119,158.73 CR
16 Mar	Direct Credit 361578 QUICKSUPER QUICKSPR3432906369		169.71	\$119,328.44 CR
17 Mar	Direct Credit 458106 PTM DIVIDEND MAR23/00805915		4,550.00 ✓	\$123,878.44 CR
28 Mar	Direct Credit 458106 DSK DIVIDEND AUI23/00800515		4,000.00 ✓	\$127,878.44 CR
30 Mar	Direct Credit 361578 QUICKSUPER QUICKSPR3442883331		274.44	\$128,152.88 CR
31 Mar	Direct Credit 458106 APE DIVIDEND MAR23/00803732		2,180.50 ✓	\$130,333.38 CR
01 Apr	Credit Interest		194.25	\$130,527.63 CR
11 Apr 2023	CLOSING BALANCE			\$130,527.63 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$119,158.73 CR		Nil		\$11,368.90		\$130,527.63 CR



*# 6149.19882.1.2 ZZ258R3 0303SL.R3.S963.D101.O.V06.00.36

Account Number 06 2911 10204971

Statement Period 12 Apr 2023 - 11 May 2023

Closing Balance \$5,712.48 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)



019

SHOOKS SUPERANNUATION FUND
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Direct Investment Account

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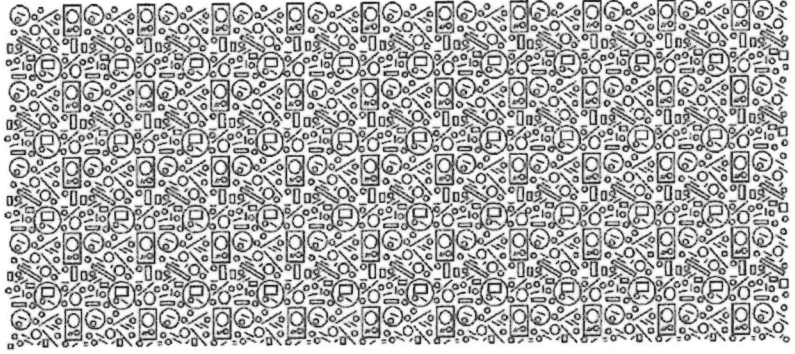
Date	Transaction	Debit	Credit	Balance
12 Apr	2023 OPENING BALANCE			\$130,527.63 CR
13 Apr	Direct Credit 403290 IGL ITM DIV 001294954394		5,700.00 ✓	\$136,227.63 CR
13 Apr	Direct Credit 361578 QUICKSUPER QUICKSPR3453119585		272.92	\$136,500.55 CR
17 Apr	Wdl Branch BELCONNEN MALL - <i>To Term Deposit - NAB</i>	100,000.00 ✓		\$36,500.55 CR
21 Apr	Direct Credit 464917 WAM Research Ltd S00025912152		7,306.80 ✓	\$43,807.35 CR
24 Apr	Direct Credit 526561 WAM Mircocap Ltd S00025912152		5,324.24 ✓	\$49,131.59 CR
24 Apr	Direct Credit 602502 WAM GLOBAL LTD S00025912152		1,972.88 ✓	\$51,104.47 CR
27 Apr	Transfer to xx7369 NetBank Lance Withdrawal Pension	25,000.00 ✓		\$26,104.47 CR
27 Apr	Direct Credit 361578 QUICKSUPER QUICKSPR3463338414		132.06	\$26,236.53 CR
28 Apr	Direct Credit 339412 Cadence Capital S00025912152		4,200.00 ✓	\$30,436.53 CR
01 May	Credit Interest		134.82	\$30,571.35 CR



10.65.1.2 ZZ258R3 0303 SL.R3.S962.D131.O V06.00.36

Account Number

06 2911 10204971



Date	Transaction	Debit	Credit	Balance
08 May	Transfer to xx7369 CommBank app Transfer Christina <i>Withdrawal</i> Pension	25,000.00		\$5,571.35 CR
11 May	Direct Credit 361578 QUICKSUPER QUICKSPR3474349590		141.13	\$5,712.48 CR
11 May	2023 CLOSING BALANCE			\$5,712.48 CR
	Opening balance	- Total debits	+ Total credits	= Closing balance
	\$130,527.63 CR	\$150,000.00	\$25,184.85	\$5,712.48 CR

Your Credit Interest Rate Summary

Date	Balance	Standard Credit Interest Rate (p.a.)
11 May	Less than \$10,000.00	0.35%
	\$10,000.00 - \$19,999.99	1.00%
	\$20,000.00 - \$49,999.99	1.20%
	\$50,000.00 - \$99,999.99	1.45%
	\$100,000.00 - \$249,999.99	2.00%
	\$250,000.00 - \$499,999.99	2.30%
	\$500,000.00 and over	2.50%

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Tell us online: commbank.com.au/support/compliments-and-complaints.html

Call: 1800 805 605 (free call)

You can also contact the Australian Financial Complaints Authority, AFCA, an independent external dispute resolution body approved by ASIC - time limits may apply, visit AFCA, afca.org.au, website for more information.

Write to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Email: info@afca.org.au

Call: 1800 931 678, free call Monday to Friday 9am– 5pm, AEST



019

SHOOKS SUPERANNUATION FUND
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 2911 10204971

Statement Period 12 May 2023 - 11 Jun 2023

Closing Balance \$13,658.88 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

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Name: CHRISTINA SHOOKS AND
 LANCE SHOOKS IN TRUST FOR
 SHOOKS SUPERANNUATION FUND

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Date	Transaction	Debit	Credit	Balance
12 May 2023	OPENING BALANCE			\$5,712.48 CR
25 May	Direct Credit 361578 QUICKSUPER QUICKSPR3484958802		311.93	\$6,024.41 CR
26 May	Direct Credit 464915 WAM Capital S00025912152		2,325.00 ✓	\$8,349.41 CR
01 Jun	Credit Interest		8.50	\$8,357.91 CR
01 Jun	Direct Credit 386258 BOQ ITM DIV 001295985154		1,000.00 ✓	\$9,357.91 CR
09 Jun	DEPOSIT CASH \$0.00 CHEQUE \$4300.97 Branch BELCONNEN MALL <i>WAM Leaders (19/5)</i>		4,300.97 ✓	\$13,658.88 CR
11 Jun 2023	CLOSING BALANCE			\$13,658.88 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$5,712.48 CR		Nil		\$7,946.40		\$13,658.88 CR



*# 7703.16199.1.1 ZZ258R3 0303 SL.R3.S962.D163.O V06.00.36



019

MR LANCE SHOOKS
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 7167 17752609

Statement Period 1 Jul 2022 - 31 Jul 2022

Closing Balance \$85,768.02 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

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Name: MRS CHRISTINA SHOOKS + MR LANCE SHOOKS -
 SHOOKS SUPER FUND A - C -

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The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 Jul	2022 OPENING BALANCE			\$1,806.44 CR
01 Jul	CREDIT INTEREST EARNED on this account to June 30, 2022 is \$31.88			
01 Jul	WITHHOLDING Tax withheld for this account to June 30, 2022 is \$10.00			
01 Jul	Paper Statement Fee	2.50		\$1,803.94 CR
19 Jul	Direct Credit 062895 COMMONWEALTH SEC COMMSEC		109,013.75	\$110,817.69 CR
25 Jul	Direct Debit 062934 COMMSEC SECURITI COMMSEC	30,279.72		\$80,537.97 CR
28 Jul	Direct Credit 062895 COMMONWEALTH SEC COMMSEC		5,230.05	\$85,768.02 CR
31 Jul	2022 CLOSING BALANCE			\$85,768.02 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$1,806.44 CR		\$30,282.22		\$114,243.80		\$85,768.02 CR



#* 22459.48005.1.1 ZZ258R3 0303 SL.R3.S963.D212.OV06.00.35



019

MR LANCE SHOOKS
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 7167 17752609

Statement Period 1 Aug 2022 - 31 Aug 2022

Closing Balance \$738.16 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

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Name: MRS CHRISTINA SHOOKS + MR LANCE SHOOKS -
 SHOOKS SUPER FUND A - C -

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The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 Aug 2022	OPENING BALANCE			\$85,768.02 CR
01 Aug	Credit Interest		10.62	\$85,778.64 CR
01 Aug	TFN Withholding Tax	4.00		\$85,774.64 CR
01 Aug	Direct Debit 062934 COMMSEC SECURITI COMMSEC	74,689.52		\$11,085.12 CR
02 Aug	Direct Debit 062934 COMMSEC SECURITI COMMSEC	5,619.95		\$5,465.17 CR
08 Aug	Direct Credit 062895 COMMONWEALTH SEC COMMSEC		27,176.49	\$32,641.66 CR
16 Aug	Direct Debit 062934 COMMSEC SECURITI COMMSEC	31,891.51		\$750.15 CR
29 Aug	Direct Debit 062934 COMMSEC SECURITI COMMSEC	11.99		\$738.16 CR
31 Aug 2022	CLOSING BALANCE			\$738.16 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$85,768.02 CR		\$112,216.97		\$27,187.11		\$738.16 CR



*# 13217.27334.1.1 ZZ258R3 0303 SL.R3.S962.D243.OV06.00.35



019

MR LANCE SHOOKS
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 7167 17752609

Statement Period 1 Sep 2022 - 30 Sep 2022

Closing Balance \$739.99 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

The Commonwealth Direct Investment Account is the preferred cash account for CommSec investors. You will receive discounted brokerage when you link your CDIA to a CommSec Trading Account, and enjoy the convenience of managing your funds through NetBank and the CommBank app.

Name: MRS CHRISTINA SHOOKS + MR LANCE SHOOKS - SHOOKS SUPER FUND A - C -

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 Sep 2022	OPENING BALANCE			\$738.16 CR
01 Sep	Credit Interest		1.83	\$739.99 CR
30 Sep 2022	CLOSING BALANCE			\$739.99 CR
	Opening balance	-	Total debits	+ Total credits = Closing balance
	\$738.16 CR		Nil	\$1.83 = \$739.99 CR

Your Credit Interest Rate Summary

Date	Balance	Standard Credit Interest Rate (p.a.)
30 Sep	Less than \$10,000.00	0.00%
	\$10,000.00 - \$19,999.99	0.40%
	\$20,000.00 - \$49,999.99	0.70%
	\$50,000.00 - \$99,999.99	0.80%
	\$100,000.00 - \$249,999.99	1.25%
	\$250,000.00 - \$499,999.99	1.50%
	\$500,000.00 and over	1.65%

Note. Interest rates are effective as at the date shown but are subject to change.



*# 13544.25634.1.1 ZZ258R3 0303 CH.F3.S162.D273.L.V06.00.35



019

MR LANCE SHOOKS
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 7167 17752609

Statement Period 1 Oct 2022 - 31 Oct 2022

Closing Balance \$352,426.77 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

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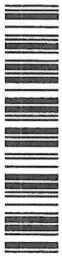
Name: MRS CHRISTINA SHOOKS + MR LANCE SHOOKS - SHOOKS SUPER FUND A - C -

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 Oct	2022 OPENING BALANCE			\$739.99 CR
18 Oct	Direct Credit 062895 COMMONWEALTH SEC COMMSEC		432,957.83	\$433,697.82 CR
19 Oct	Direct Credit 012721 ATO ATO001100016844305		50,617.21	\$484,315.03 CR
21 Oct	Transfer to xx4971 CommBank app Trans ATO to Div	50,617.21		\$433,697.82 CR
26 Oct	Direct Debit 062934 COMMSEC SECURITI COMMSEC	44,152.92		\$389,544.90 CR
27 Oct	Direct Credit 012721 ATO ATO008000017379190		438.35	\$389,983.25 CR
27 Oct	Direct Debit 062934 COMMSEC SECURITI COMMSEC	11.48		\$389,971.77 CR
28 Oct	Direct Debit 062934 COMMSEC SECURITI COMMSEC	37,545.00		\$352,426.77 CR
31 Oct	2022 CLOSING BALANCE			\$352,426.77 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$739.99 CR		\$132,326.61		\$484,013.39		\$352,426.77 CR



*# 15461.311107.1.1 ZZ258R3 0303CH.R3.S161.D304.L.V06.00.35



019

MR LANCE SHOOKS
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 7167 17752609

Statement Period 1 Nov 2022 - 30 Nov 2022

Closing Balance \$286,666.14 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

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Name: MRS CHRISTINA SHOOKS + MR LANCE SHOOKS -
 SHOOKS SUPER FUND A - C -

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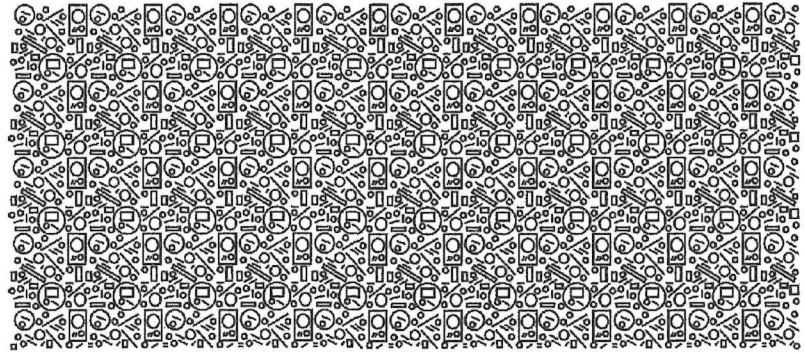
The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 Nov 2022	OPENING BALANCE			\$352,426.77 CR
01 Nov	Credit Interest		268.28	\$352,695.05 CR
01 Nov	TFN Withholding Tax	125.00		\$352,570.05 CR
07 Nov	Direct Debit 062934 COMMSEC SECURITI COMMSEC	28,834.56		\$323,735.49 CR
09 Nov	Direct Debit 062934 COMMSEC SECURITI COMMSEC	2,549.95		\$321,185.54 CR
10 Nov	Direct Debit 062934 COMMSEC SECURITI COMMSEC	22,780.41		\$298,405.13 CR
14 Nov	Direct Credit 062895 COMMONWEALTH SEC COMMSEC		128,835.22	\$427,240.35 CR
16 Nov	Direct Debit 062934 COMMSEC SECURITI COMMSEC	33,164.75		\$394,075.60 CR
17 Nov	Direct Debit 062934 COMMSEC SECURITI COMMSEC	50,330.38		\$343,745.22 CR
18 Nov	Direct Debit 062934 COMMSEC SECURITI COMMSEC	5,319.95		\$338,425.27 CR



Account Number

06 7167 17752609



Date	Transaction	Debit	Credit	Balance			
22 Nov	Direct Debit 062934 COMMSEC SECURITI COMMSEC	51,759.13		\$286,666.14 CR			
30 Nov 2022	CLOSING BALANCE			\$286,666.14 CR			
	Opening balance	-	Total debits	+	Total credits	=	Closing balance
	\$352,426.77 CR		\$194,864.13		\$129,103.50		\$286,666.14 CR

Your Credit Interest Rate Summary

Date	Balance	Standard Credit Interest Rate (p.a.)
30 Nov	Less than \$10,000.00	0.00%
	\$10,000.00 - \$19,999.99	0.70%
	\$20,000.00 - \$49,999.99	1.00%
	\$50,000.00 - \$99,999.99	1.20%
	\$100,000.00 - \$249,999.99	1.60%
	\$250,000.00 - \$499,999.99	1.90%
	\$500,000.00 and over	2.05%

Note. Interest rates are effective as at the date shown but are subject to change.

Important Information:

We try to get things right the first time – but if we don't, we'll do what we can to fix it.

You can fix most problems simply by contacting us.

Write to: CBA Group Customer Relations, Reply Paid 41, Sydney NSW 2001

Tell us online: commbank.com.au/support/compliments-and-complaints.html

Call: 1800 805 605 (free call)

You can also contact the Australian Financial Complaints Authority, AFCA, an independent external dispute resolution body approved by ASIC - time limits may apply, visit AFCA, afca.org.au, website for more information.

Write to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Email: info@afca.org.au

Call: 1800 931 678, free call Monday to Friday 9am– 5pm, AEST



019

MR LANCE SHOOKS
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 7167 17752609

Statement Period 1 Dec 2022 - 31 Dec 2022

Closing Balance \$58,946.58 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

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Name: MRS CHRISTINA SHOOKS + MR LANCE SHOOKS -
 SHOOKS SUPER FUND A - C -

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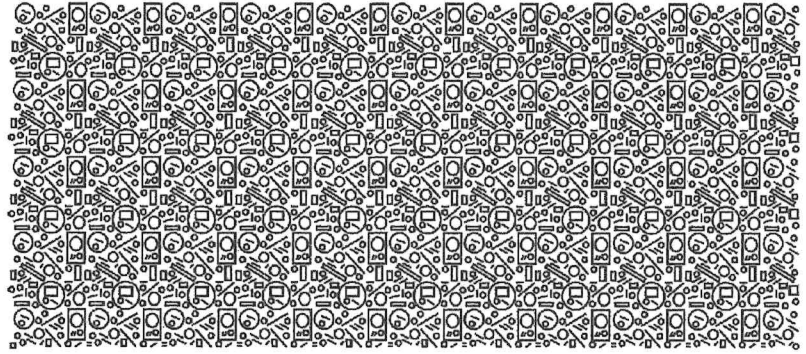
The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 Dec 2022	OPENING BALANCE			\$286,666.14 CR
01 Dec	Credit Interest		491.80	\$287,157.94 CR
01 Dec	TFN Withholding Tax	230.00		\$286,927.94 CR
01 Dec	Paper Statement Fee	2.50		\$286,925.44 CR
15 Dec	Direct Debit 062934 COMMSEC SECURITI COMMSEC	15,772.12		\$271,153.32 CR
16 Dec	Direct Debit 062934 COMMSEC SECURITI COMMSEC	83,235.00		\$187,918.32 CR
21 Dec	Direct Debit 062934 COMMSEC SECURITI COMMSEC	75,827.75		\$112,090.57 CR
22 Dec	Direct Debit 062934 COMMSEC SECURITI COMMSEC	4,265.05		\$107,825.52 CR
23 Dec	Direct Debit 062934 COMMSEC SECURITI COMMSEC	47,338.46		\$60,487.06 CR
28 Dec	Direct Debit 062934 COMMSEC SECURITI COMMSEC	1,102.79		\$59,384.27 CR



Account Number

06 7167 17752609



Date	Transaction	Debit	Credit	Balance			
29 Dec	Direct Debit 062934 COMMSEC SECURITI COMMSEC	437.69		\$58,946.58 CR			
31 Dec	2022 CLOSING BALANCE			\$58,946.58 CR			
	Opening balance	-	Total debits	+	Total credits	=	Closing balance
	\$286,666.14 CR		\$228,211.36		\$491.80		\$58,946.58 CR

Your Credit Interest Rate Summary

Date	Balance	Standard Credit Interest Rate (p.a.)
31 Dec	Less than \$10,000.00	0.00%
	\$10,000.00 - \$19,999.99	0.70%
	\$20,000.00 - \$49,999.99	1.00%
	\$50,000.00 - \$99,999.99	1.20%
	\$100,000.00 - \$249,999.99	1.60%
	\$250,000.00 - \$499,999.99	2.00%
	\$500,000.00 and over	2.15%

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Write to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Email: info@afca.org.au

Call: 1800 931 678, free call Monday to Friday 9am– 5pm, AEST



Statement 95 (Page 1 of 2)

Account Number 06 7167 17752609

Statement Period 1 Jan 2023 - 31 Jan 2023

Closing Balance \$21,279.77 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)



019

MR LANCE SHOOKS
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

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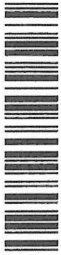
Name: MRS CHRISTINA SHOOKS + MR LANCE SHOOKS - SHOOKS SUPER FUND A - C -

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 Jan 2023	OPENING BALANCE			\$58,946.58 CR
01 Jan	Credit Interest		291.75	\$59,238.33 CR
01 Jan	TFN Withholding Tax	136.00		\$59,102.33 CR
01 Jan	Paper Statement Fee	2.50		\$59,099.83 CR
10 Jan	Direct Debit 062934 COMMSEC SECURITI COMMSEC	17,690.11		\$41,409.72 CR
12 Jan	Direct Debit 062934 COMMSEC SECURITI COMMSEC	20,129.95		\$21,279.77 CR
31 Jan 2023	CLOSING BALANCE			\$21,279.77 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$58,946.58 CR		\$37,958.56		\$291.75		\$21,279.77 CR



*# 10619.22835.1.2 ZZ258R3 0303CH.R3.S161.D031.L.V06.00.35



019

MR LANCE SHOOKS
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 7167 17752609

Statement Period 1 Feb 2023 - 28 Feb 2023

Closing Balance \$49,540.04 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

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Name: MRS CHRISTINA SHOOKS + MR LANCE SHOOKS -
 SHOOKS SUPER FUND A - C -

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 Feb 2023	OPENING BALANCE			\$21,279.77 CR
01 Feb	Credit Interest		31.42	\$21,311.19 CR
01 Feb	TFN Withholding Tax	14.00		\$21,297.19 CR
20 Feb	Direct Credit 062895 COMMONWEALTH SEC COMMSEC		92,788.53	\$114,085.72 CR
23 Feb	Direct Debit 062934 COMMSEC SECURITI COMMSEC	11,627.56		\$102,458.16 CR
27 Feb	Direct Debit 062934 COMMSEC SECURITI COMMSEC	52,918.12		\$49,540.04 CR
28 Feb 2023	CLOSING BALANCE			\$49,540.04 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$21,279.77 CR		\$64,559.68		\$92,819.95		\$49,540.04 CR



*# 12315.29229.1.2.ZZ258R3 0303CH.R3.S161.D059.L.V06.00.36



019

MR LANCE SHOOKS
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 7167 17752609

Statement Period 1 Mar 2023 - 31 Mar 2023

Closing Balance \$306,253.53 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

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Name: MRS CHRISTINA SHOOKS + MR LANCE SHOOKS - SHOOKS SUPER FUND A - C -

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 Mar	2023 OPENING BALANCE			\$49,540.04 CR
01 Mar	Credit Interest		48.30	\$49,588.34 CR
01 Mar	TFN Withholding Tax	22.00		\$49,566.34 CR
01 Mar	Paper Statement Fee	2.50		\$49,563.84 CR
07 Mar	Direct Credit 062895 COMMONWEALTH SEC COMMSEC		68,788.01	\$118,351.85 CR
14 Mar	Direct Debit 062934 COMMSEC SECURITI COMMSEC	43,201.78		\$75,150.07 CR
15 Mar	Direct Debit 062934 COMMSEC SECURITI COMMSEC	42,951.48		\$32,198.59 CR
22 Mar	Direct Credit 062895 COMMONWEALTH SEC COMMSEC		172,094.77	\$204,293.36 CR
24 Mar	Direct Debit 062934 COMMSEC SECURITI COMMSEC	38,045.60		\$166,247.76 CR
30 Mar	Direct Credit 062895 COMMONWEALTH SEC COMMSEC		140,005.77	\$306,253.53 CR
31 Mar	2023 CLOSING BALANCE			\$306,253.53 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$49,540.04 CR		\$124,223.36		\$380,936.85		\$306,253.53 CR



3197.11419.1.2 ZZ258R3 0303 SL.R3.S966.D090.O V06.00.36



019

MR LANCE SHOOKS
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 7167 17752609

Statement Period 1 Apr 2023 - 30 Apr 2023

Closing Balance \$27,752.16 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

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Name: MRS CHRISTINA SHOOKS + MR LANCE SHOOKS - SHOOKS SUPER FUND A - C -

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Date	Transaction	Debit	Credit	Balance
01 Apr	2023 OPENING BALANCE			\$306,253.53 CR
01 Apr	Credit Interest		174.34	\$306,427.87 CR
01 Apr	TFN Withholding Tax	81.00		\$306,346.87 CR
01 Apr	Paper Statement Fee	2.50		\$306,344.37 CR
04 Apr	Direct Debit 062934 COMMSEC SECURITI COMMSEC	31,237.44		\$275,106.93 CR
06 Apr	Direct Debit 062934 COMMSEC SECURITI COMMSEC	148,400.35		\$126,706.58 CR
13 Apr	Direct Credit 062895 COMMONWEALTH SEC COMMSEC		33,481.04	\$160,187.62 CR
17 Apr	Direct Debit 062934 COMMSEC SECURITI COMMSEC	24,729.95		\$135,457.67 CR
20 Apr	Direct Debit 062934 COMMSEC SECURITI COMMSEC	90,050.56		\$45,407.11 CR
26 Apr	Direct Debit 062934 COMMSEC SECURITI COMMSEC	17,654.95		\$27,752.16 CR
30 Apr	2023 CLOSING BALANCE			\$27,752.16 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$306,253.53 CR		\$312,156.75		\$33,655.38		\$27,752.16 CR



*# 14095.38093.1.2 ZZ258R3 0303 CH.R3.S161.D120.L V06.00.36



019

MR LANCE SHOOKS
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 7167 17752609

Statement Period 1 May 2023 - 31 May 2023

Closing Balance \$48,980.20 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

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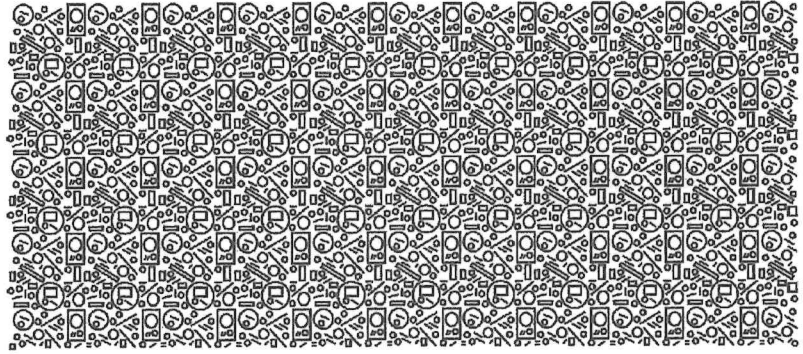
Name: MRS CHRISTINA SHOOKS + MR LANCE SHOOKS -
 SHOOKS SUPER FUND A - C -

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Date	Transaction	Debit	Credit	Balance
01 May 2023	OPENING BALANCE			\$27,752.16 CR
01 May	Credit Interest		212.08	\$27,964.24 CR
01 May	TFN Withholding Tax	99.00		\$27,865.24 CR
01 May	Direct Credit 062895 COMMONWEALTH SEC COMMSEC		63,125.76	\$90,991.00 CR
01 May	BOARDROOM PTY LTD NetBank BPAY 27888 92473487 WAM Leaders PP	30,000.00		\$60,991.00 CR
02 May	Direct Credit 062895 COMMONWEALTH SEC COMMSEC		64,153.96	\$125,144.96 CR
05 May	Direct Debit 062934 COMMSEC SECURITI COMMSEC	9,042.07		\$116,102.89 CR
08 May	Direct Debit 062934 COMMSEC SECURITI COMMSEC	24,917.84		\$91,185.05 CR
17 May	Direct Debit 062934 COMMSEC SECURITI COMMSEC	6,805.60		\$84,379.45 CR
18 May	Direct Debit 062934 COMMSEC SECURITI COMMSEC	7,121.09		\$77,258.36 CR
19 May	Direct Debit 062934 COMMSEC SECURITI COMMSEC	603.42		\$76,654.94 CR
22 May	Direct Debit 062934 COMMSEC SECURITI COMMSEC	2,449.84		\$74,205.10 CR





Date	Transaction	Debit	Credit	Balance			
24 May	Direct Debit 062934 COMMSEC SECURITI COMMSEC	16,604.95		\$57,600.15 CR			
31 May	Direct Debit 062934 COMMSEC SECURITI COMMSEC	8,619.95		\$48,980.20 CR			
31 May	2023 CLOSING BALANCE			\$48,980.20 CR			
	Opening balance	-	Total debits	+	Total credits	=	Closing balance
	\$27,752.16 CR		\$106,263.76		\$127,491.80		\$48,980.20 CR

Your Credit Interest Rate Summary

Date	Balance	Standard Credit Interest Rate (p.a.)
31 May	Less than \$10,000.00	0.35%
	\$10,000.00 - \$19,999.99	1.15%
	\$20,000.00 - \$49,999.99	1.35%
	\$50,000.00 - \$99,999.99	1.65%
	\$100,000.00 - \$249,999.99	2.20%
	\$250,000.00 - \$499,999.99	2.50%
	\$500,000.00 and over	2.70%

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 Tell us online: commbank.com.au/support/compliments-and-complaints.html
 Call: 1800 805 605 (free call)

You can also contact the Australian Financial Complaints Authority, AFCA, an independent external dispute resolution body approved by ASIC - time limits may apply, visit AFCA, afca.org.au, website for more information.
 Write to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
 Email: info@afca.org.au
 Call: 1800 931 678, free call Monday to Friday 9am– 5pm, AEST



019

MR LANCE SHOOKS
 UNIT 15 35 EDIE PAYNE CL
 NICHOLLS ACT 2913

Account Number 06 7167 17752609

Statement Period 1 Jun 2023 - 30 Jun 2023

Closing Balance \$18,415.48 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)

Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

The Commonwealth Direct Investment Account is the preferred cash account for CommSec investors. You will receive discounted brokerage when you link your CDIA to a CommSec Trading Account, and enjoy the convenience of managing your funds through NetBank and the CommBank app.

Name: MRS CHRISTINA SHOOKS + MR LANCE SHOOKS - SHOOKS SUPER FUND A - C -

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 Jun	2023 OPENING BALANCE			\$48,980.20 CR
01 Jun	Credit Interest		121.63	\$49,101.83 CR
01 Jun	TFN Withholding Tax	56.00		\$49,045.83 CR
05 Jun	Direct Debit 062934 COMMSEC SECURITI COMMSEC	16,304.95		\$32,740.88 CR
08 Jun	Direct Debit 062934 COMMSEC SECURITI COMMSEC	10,579.95		\$22,160.93 CR
09 Jun	Rfnd Paper Statement		2.50	\$22,163.43 CR
09 Jun	Rfnd Paper Statement Value Date: 01/03/2023		2.50	\$22,165.93 CR
09 Jun	Rfnd Paper Statement Value Date: 01/01/2023		2.50	\$22,168.43 CR
09 Jun	Direct Debit 062934 COMMSEC SECURITI COMMSEC	4,519.95		\$17,648.48 CR
13 Jun	TFN Withholding Tax Refund		767.00	\$18,415.48 CR
30 Jun	2023 CLOSING BALANCE			\$18,415.48 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$48,980.20 CR		\$31,460.85		\$896.13		\$18,415.48 CR



*# 1679.3727.1.1 ZZ258R3 0303 SL.R3.S963.D161.O V06.00.36

60800 - Term Deposits

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
NABTD511929110	NAB Term Deposit 9110	\$100,000.00		100%
TOTAL		CY Balance	LY Balance	
		\$100,000.00		

Supporting Documents

- Bank Statement Report [Report](#)
- NAB Term Deposit.pdf [NABTD511929110](#)

Standard Checklist

- Attach Copies of Statements and Interest slips
- Attach copy of Bank Statement Report
- Ensure all Transactions have been entered

Shooks Superannuation Fund Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Chart Code: 60400 / CBA10204971

Account Name: CBA 4971

BSB and Account Number: 062911 10204971

Opening Balance - **Total Debits** + **Total Credits** = **Closing Balance**
 \$ 46,970.38 \$ 157,860.00 \$ 124,548.50 \$ 13,658.88

Data Feed Used

BGL Bank Data Service

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
01/07/2022	Opening Balance			46,970.38		
01/07/2022	DEPOSIT INTEREST		0.45	46,970.83	46,970.83	
21/07/2022	QUICKSPR3257109017 QUICKSUPER		116.21	47,087.04	47,087.04	
01/08/2022	DEPOSIT INTEREST		4.58	47,091.62	47,091.62	
04/08/2022	QUICKSPR3268202237 QUICKSUPER		248.82	47,340.44	47,340.44	
18/08/2022	QUICKSPR3278550505 QUICKSUPER		462.21	47,802.65	47,802.65	
01/09/2022	QUICKSPR3288992713 QUICKSUPER		23.79	47,826.44		
01/09/2022	DEPOSIT INTEREST		15.20	47,841.64	47,841.64	
15/09/2022	SEP22-00806187 PTM DIVIDEND [System Matched Income Data]		3,500.00	51,341.64		
15/09/2022	QUICKSPR3299992164 QUICKSUPER		291.15	51,632.79	51,632.79	
23/09/2022	SEP22-00803825 APE DIVIDEND [System Matched Income Data]		539.00	52,171.79	52,171.79	
27/09/2022	SEP22-00800494 DSK DIVIDEND [System Matched Income Data]		5,000.00	57,171.79	57,171.79	
29/09/2022	QUICKSPR3310137480 QUICKSUPER		356.82	57,528.61	57,528.61	
30/09/2022	001284481908 PPT FNL DIV [System Matched Income Data]		2,910.00	60,438.61	60,438.61	
01/10/2022	DEPOSIT INTEREST		28.60	60,467.21	60,467.21	
10/10/2022	Transfer to other INV 3162	2,860.00		57,607.21	57,607.21	
13/10/2022	RAU22-00926217 SOUTH32 DIVIDEND		5,026.21	62,633.42		

Shooks Superannuation Fund
Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
13/10/2022	001284659288 IGL FNL DIV [System Matched Income Data]		4,000.00	66,633.42		
13/10/2022	QUICKSPR3321477241 QUICKSUPER		291.62	66,925.04	66,925.04	
18/10/2022	Withdrawal Transfer to xx9060	5,000.00		61,925.04	61,925.04	
21/10/2022	Transfer from xx26 Trans ATO to Div [Trans ATO to Div Transfer to xx4971]		50,617.21	112,542.25	112,542.25	
27/10/2022	QUICKSPR3332647749 QUICKSUPER		162.09	112,704.34	112,704.34	
28/10/2022	S00025912152 Cadence Capital [System Matched Income Data]		2,200.00	114,904.34	114,904.34	
01/11/2022	DEPOSIT INTEREST		77.46	114,981.80	114,981.80	
10/11/2022	QUICKSPR3343380417 QUICKSUPER		415.87	115,397.67	115,397.67	
24/11/2022	QUICKSPR3353772336 QUICKSUPER		303.56	115,701.23	115,701.23	
01/12/2022	DEPOSIT INTEREST		145.38	115,846.61	115,846.61	
08/12/2022	QUICKSPR3364140884 QUICKSUPER		307.52	116,154.13	116,154.13	
22/12/2022	QUICKSPR3374245517 QUICKSUPER		179.64	116,333.77	116,333.77	
01/01/2023	DEPOSIT INTEREST		157.83	116,491.60	116,491.60	
05/01/2023	QUICKSPR3382134202 QUICKSUPER		19.46	116,511.06	116,511.06	
27/01/2023	001289322305 IPL PAYMENT		1,700.00	118,211.06	118,211.06	
01/02/2023	DEPOSIT INTEREST		158.70	118,369.76	118,369.76	
02/02/2023	QUICKSPR3401849518 QUICKSUPER		72.96	118,442.72	118,442.72	
16/02/2023	QUICKSPR3412138309 QUICKSUPER		241.76	118,684.48	118,684.48	
01/03/2023	DEPOSIT INTEREST		147.95	118,832.43	118,832.43	
02/03/2023	QUICKSPR3422777571 QUICKSUPER		326.30	119,158.73	119,158.73	
16/03/2023	QUICKSPR3432906369 QUICKSUPER		169.71	119,328.44	119,328.44	

Shooks Superannuation Fund
Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
17/03/2023	MAR23-00805915 PTM DIVIDEND [System Matched Income Data]		4,550.00	123,878.44		
28/03/2023	AUI23-00800515 DSK DIVIDEND [System Matched Income Data]		4,000.00	127,878.44		
30/03/2023	QUICKSPR3442883331 QUICKSUPER		274.44	128,152.88		
31/03/2023	MAR23-00803732 APE DIVIDEND [System Matched Income Data]		2,180.50	130,333.38	130,333.38	
01/04/2023	DEPOSIT INTEREST		194.25	130,527.63	130,527.63	
13/04/2023	001294954394 IGL ITM DIV [System Matched Income Data]		5,700.00	136,227.63		
13/04/2023	QUICKSPR3453119585 QUICKSUPER		272.92	136,500.55		
17/04/2023	Wdl Branch BELCONN	100,000.00		36,500.55	36,500.55	
21/04/2023	S00025912152 WAM Research Ltd [System Matched Income Data]		7,306.80	43,807.35	43,807.35	
24/04/2023	S00025912152 WAM Mircocap Ltd [System Matched Income Data]		5,324.24	49,131.59		
24/04/2023	S00025912152 WAM GLOBAL LTD [System Matched Income Data]		1,972.88	51,104.47	51,104.47	
27/04/2023	QUICKSPR3463338414 QUICKSUPER		132.06	51,236.53		
27/04/2023	Lance Withdrawal Transfer to xx7369	25,000.00		26,236.53	26,236.53	
28/04/2023	S00025912152 Cadence Capital [System Matched Income Data]		4,200.00	30,436.53	30,436.53	
01/05/2023	DEPOSIT INTEREST		134.82	30,571.35	30,571.35	
08/05/2023	Transfer Christina Transfer to xx73	25,000.00		5,571.35	5,571.35	
11/05/2023	QUICKSPR3474349590 QUICKSUPER		141.13	5,712.48	5,712.48	
25/05/2023	QUICKSPR3484958802 QUICKSUPER		311.93	6,024.41	6,024.41	
26/05/2023	S00025912152 WAM Capital [System Matched Income Data]		2,325.00	8,349.41	8,349.41	
01/06/2023	001295985154 BOQ ITM DIV [System Matched Income Data]		1,000.00	9,349.41		
01/06/2023	DEPOSIT INTEREST		8.50	9,357.91	9,357.91	

Shooks Superannuation Fund
Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
09/06/2023	CHQ 2913		4,300.97	13,658.88	13,658.88	
30/06/2023	CLOSING BALANCE			13,658.88	13,658.88	
		<u>157,860.00</u>	<u>124,548.50</u>			

Shooks Superannuation Fund Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Chart Code: 60400 / CBA17752609

Account Name: CBA 2609

BSB and Account Number: 067167 17752609

Opening Balance - Total Debits + Total Credits = Closing Balance
 \$ 1,806.44 \$ 1,374,524.25 \$ 1,391,133.29 \$ 18,415.48

Data Feed Used

BGL Bank Data Service

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
01/07/2022	Opening Balance			1,806.44		
01/07/2022	Paper Statement Fe	2.50		1,803.94	1,803.94	
19/07/2022	COMMSEC COMMONWEALTH SEC		109,013.75	110,817.69	110,817.69	
25/07/2022	COMMSEC COMMSEC SECURITI	30,279.72		80,537.97	80,537.97	
28/07/2022	COMMSEC COMMONWEALTH SEC		5,230.05	85,768.02	85,768.02	
01/08/2022	DEPOSIT INTEREST		10.62	85,778.64		
01/08/2022	Miscellaneous debits	4.00		85,774.64		
01/08/2022	COMMSEC COMMSEC SECURITI	74,689.52		11,085.12	11,085.12	
02/08/2022	COMMSEC COMMSEC SECURITI	5,619.95		5,465.17	5,465.17	
08/08/2022	COMMSEC COMMONWEALTH SEC		27,176.49	32,641.66	32,641.66	
16/08/2022	COMMSEC COMMSEC SECURITI	31,891.51		750.15	750.15	
29/08/2022	COMMSEC COMMSEC SECURITI	11.99		738.16	738.16	
01/09/2022	DEPOSIT INTEREST		1.83	739.99	739.99	
18/10/2022	COMMSEC COMMONWEALTH SEC		432,957.83	433,697.82	433,697.82	
19/10/2022	ATO001100016844305 ATO		50,617.21	484,315.03	484,315.03	
21/10/2022	Transfer from xx26 Trans ATO to Div [Trans ATO to Div Transfer to xx4971]	50,617.21		433,697.82	433,697.82	
26/10/2022	COMMSEC COMMSEC SECURITI	44,152.92		389,544.90	389,544.90	

Shooks Superannuation Fund
Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
27/10/2022	ATO008000017379190 ATO		438.35	389,983.25		
27/10/2022	COMMSEC COMMSEC SECURITI	11.48		389,971.77	389,971.77	
28/10/2022	COMMSEC COMMSEC SECURITI	37,545.00		352,426.77	352,426.77	
01/11/2022	DEPOSIT INTEREST		268.28	352,695.05		
01/11/2022	Miscellaneous debits	125.00		352,570.05	352,570.05	
07/11/2022	COMMSEC COMMSEC SECURITI	28,834.56		323,735.49	323,735.49	
09/11/2022	COMMSEC COMMSEC SECURITI	2,549.95		321,185.54	321,185.54	
10/11/2022	COMMSEC COMMSEC SECURITI	22,780.41		298,405.13	298,405.13	
14/11/2022	COMMSEC COMMONWEALTH SEC		128,835.22	427,240.35	427,240.35	
16/11/2022	COMMSEC COMMSEC SECURITI	33,164.75		394,075.60	394,075.60	
17/11/2022	COMMSEC COMMSEC SECURITI	50,330.38		343,745.22	343,745.22	
18/11/2022	COMMSEC COMMSEC SECURITI	5,319.95		338,425.27	338,425.27	
22/11/2022	COMMSEC COMMSEC SECURITI	51,759.13		286,666.14	286,666.14	
01/12/2022	DEPOSIT INTEREST		491.80	287,157.94		
01/12/2022	Paper Statement Fe	2.50		287,155.44		
01/12/2022	Miscellaneous debits	230.00		286,925.44	286,925.44	
15/12/2022	COMMSEC COMMSEC SECURITI	15,772.12		271,153.32	271,153.32	
16/12/2022	COMMSEC COMMSEC SECURITI	83,235.00		187,918.32	187,918.32	
21/12/2022	COMMSEC COMMSEC SECURITI	75,827.75		112,090.57	112,090.57	
22/12/2022	COMMSEC COMMSEC SECURITI	4,265.05		107,825.52	107,825.52	
23/12/2022	COMMSEC COMMSEC SECURITI	47,338.46		60,487.06	60,487.06	

Shooks Superannuation Fund
Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
28/12/2022	COMMSEC COMMSEC SECURITI	1,102.79		59,384.27	59,384.27	
29/12/2022	COMMSEC COMMSEC SECURITI	437.69		58,946.58	58,946.58	
01/01/2023	DEPOSIT INTEREST		291.75	59,238.33		
01/01/2023	Paper Statement Fe	2.50		59,235.83		
01/01/2023	Miscellaneous debits	136.00		59,099.83	59,099.83	
10/01/2023	COMMSEC COMMSEC SECURITI	17,690.11		41,409.72	41,409.72	
12/01/2023	COMMSEC COMMSEC SECURITI	20,129.95		21,279.77	21,279.77	
01/02/2023	DEPOSIT INTEREST		31.42	21,311.19		
01/02/2023	Miscellaneous debits	14.00		21,297.19	21,297.19	
20/02/2023	COMMSEC COMMONWEALTH SEC		92,788.53	114,085.72	114,085.72	
23/02/2023	COMMSEC COMMSEC SECURITI	11,627.56		102,458.16	102,458.16	
27/02/2023	COMMSEC COMMSEC SECURITI	52,918.12		49,540.04	49,540.04	
01/03/2023	DEPOSIT INTEREST		48.30	49,588.34		
01/03/2023	Paper Statement Fe	2.50		49,585.84		
01/03/2023	Miscellaneous debits	22.00		49,563.84	49,563.84	
07/03/2023	COMMSEC COMMONWEALTH SEC		68,788.01	118,351.85	118,351.85	
14/03/2023	COMMSEC COMMSEC SECURITI	43,201.78		75,150.07	75,150.07	
15/03/2023	COMMSEC COMMSEC SECURITI	42,951.48		32,198.59		
22/03/2023	COMMSEC COMMONWEALTH SEC		172,094.77	204,293.36	204,293.36	
24/03/2023	COMMSEC COMMSEC SECURITI	38,045.60		166,247.76	166,247.76	
30/03/2023	COMMSEC COMMONWEALTH SEC		140,005.77	306,253.53		

Shooks Superannuation Fund
Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
01/04/2023	DEPOSIT INTEREST		174.34	306,427.87		
01/04/2023	Paper Statement Fe	2.50		306,425.37		
01/04/2023	Miscellaneous debits	81.00		306,344.37	306,344.37	
04/04/2023	COMMSEC COMMSEC SECURITI	31,237.44		275,106.93	275,106.93	
06/04/2023	COMMSEC COMMSEC SECURITI	148,400.35		126,706.58		
13/04/2023	COMMSEC COMMONWEALTH SEC		33,481.04	160,187.62		
17/04/2023	COMMSEC COMMSEC SECURITI	24,729.95		135,457.67	135,457.67	
20/04/2023	COMMSEC COMMSEC SECURITI	90,050.56		45,407.11	45,407.11	
26/04/2023	COMMSEC COMMSEC SECURITI	17,654.95		27,752.16		
01/05/2023	COMMSEC COMMONWEALTH SEC		63,125.76	90,877.92		
01/05/2023	DEPOSIT INTEREST		212.08	91,090.00		
01/05/2023	Miscellaneous debits	99.00		90,991.00		
01/05/2023	NETBANK BPAY BOARDROOM PTY LTD [Share Purchase Plan at \$1.458]	30,000.00		60,991.00	60,991.00	
02/05/2023	COMMSEC COMMONWEALTH SEC		64,153.96	125,144.96	125,144.96	
05/05/2023	COMMSEC COMMSEC SECURITI	9,042.07		116,102.89	116,102.89	
08/05/2023	COMMSEC COMMSEC SECURITI	24,917.84		91,185.05	91,185.05	
17/05/2023	COMMSEC COMMSEC SECURITI	6,805.60		84,379.45		
18/05/2023	COMMSEC COMMSEC SECURITI	7,121.09		77,258.36	77,258.36	
19/05/2023	COMMSEC COMMSEC SECURITI	603.42		76,654.94	76,654.94	
22/05/2023	COMMSEC COMMSEC SECURITI	2,449.84		74,205.10	74,205.10	
24/05/2023	COMMSEC COMMSEC SECURITI	16,604.95		57,600.15		

Shooks Superannuation Fund
Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
31/05/2023	COMMSEC COMMSEC SECURITI	8,619.95		48,980.20	48,980.20	
01/06/2023	DEPOSIT INTEREST		121.63	49,101.83		
01/06/2023	Miscellaneous debits	56.00		49,045.83	49,045.83	
05/06/2023	COMMSEC COMMSEC SECURITI	16,304.95		32,740.88	32,740.88	
08/06/2023	COMMSEC COMMSEC SECURITI	10,579.95		22,160.93	22,160.93	
09/06/2023	Miscellaneous credits		2.50	22,163.43		
09/06/2023	Miscellaneous credits		2.50	22,165.93		
09/06/2023	Miscellaneous credits		2.50	22,168.43		
09/06/2023	COMMSEC COMMSEC SECURITI	4,519.95		17,648.48	17,648.48	
13/06/2023	Miscellaneous credits		767.00	18,415.48	18,415.48	
30/06/2023	CLOSING BALANCE			18,415.48	18,415.48	
		<u>1,374,524.25</u>	<u>1,391,133.29</u>			

Shooks Superannuation Fund
Bank Statement Report

For The Period 01 July 2022 to 30 June 2023

Chart Code: 60800 / NABTD511929110

Account Name: NAB Term Deposit 9110

BSB and Account Number: 511929110

Opening Balance	-	Total Debits	+	Total Credits	=	Closing Balance	Data Feed Used
				\$ 100,000.00		\$ 100,000.00	

Date	Description	Debit \$	Credit \$	Ledger Balance \$	Statement Balance \$	Variance \$
17/04/2023	Wdl Branch BELCONN		100,000.00	100,000.00		
30/06/2023	CLOSING BALANCE			100,000.00		
			100,000.00			

LEVEL 4
14 CHILDERS ST
CANBERRA ACT 2601
T: 13 13 12 nab.com.au
From overseas: +61 3 8641 9083
2-051

Super



18 April 2023



0191264
LANCE SHOOKS & CHRISTINA SHOOKS ATF SHOO
UNIT 15
35 EDIE PAYNE CL
NICHOLLS ACT 2913

Hi Director

HERE ARE THE DETAILS OF YOUR NEW NAB TERM DEPOSIT

Please check the details below. If you would like to make any changes or withdraw your money without cost, you need to let us know by 20 April 2023.

NAB Term Deposit account 51-192-9110

Account name	Lance Shooks & ChristinaShooks ATF Shooks Superan
Amount	\$100,000.00
Term	4 months
Interest rate p.a.	3.80%
Interest frequency	At maturity
Interest	\$1,270.14
Start date	13 April 2023
Maturity date	13 August 2023



What you've instructed us to do at maturity

Term Deposit and interest \$101,270.14
As we don't have any maturity instructions recorded for you, we will reinvest as a new NAB Term Deposit for the same term, with the interest rate that applies at maturity and on the same terms and conditions



Important Information

If you need to withdraw part or all of your NAB Term Deposit before maturity you must give 31 days' notice and a reduction in interest will apply
We will send you a reminder letter before your NAB Term Deposit matures
At maturity you have 7 calendar days to make any changes to you new NAB Term Deposit or withdraw your money without cost

The current terms and conditions for NAB Term Deposits are available at nab.com.au/termdeposits

62000 - Dividends Receivable

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
WLE.AX	Wam Leaders Limited	\$0.04		100%
TOTAL		CY Balance	LY Balance	
		\$0.04		

Supporting Documents

- General Ledger [Report](#)
- WAM Leaders Limited.pdf [WLE.AX](#)

Standard Checklist

- Attach any dividend receivable statements or running tally
- Review aging of amounts receivable and comment on any delay in payment

Shooks Superannuation Fund

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
Dividends Receivable (62000)					
<u>Wam Leaders Limited (WLE.AX)</u>					
30/11/2022	WLE Receivable		0.04		0.04 DR
			0.04		0.04 DR

Total Debits: 0.04

Total Credits: 0.00

Dividend Payments

WAM Leaders Limited

MR LANCE SHOOKS &
MRS CHRISTINA SHOOKS
<SHOOKS SUPER FUND A/C>
UNIT 15 35 EDIE PAYNE CL
NICHOLLS ACT 2913

Security	Date	Method	No. of Securities	Dividend (\$)	Franking (\$)	Imputed Credit (\$)	Unfranked (\$)	Tax (\$)	Net Dividend (\$)	Exchange Rate	Cash Payment	Payment ID	Receipt Currency	Status
Fully Paid Ordinary Shares	31-May-2023	Cheque	95,577	4,300.97	4,300.97	1,843.27	0.00	0.00	4,300.97	1.0000	4,300.97	234353477	AUD	Cheque Presented Correct 09-Jun-2023
Fully Paid Ordinary Shares	30-Nov-2022	Cheque	1	0.04	0.04	0.02	0.00	0.00	0.04	1.0000	0.04	230438909	AUD	Initial

77600 - Shares in Listed Companies (Australian)

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Units	CY Balance	LY Units	LY Balance	Change
APE.AX	Eagers Automotive Limited	0.000000	\$0.00			0%
BAS.AX	Bass Oil Limited	0.000000	\$0.00			0%
BOQ.AX	Bank Of Queensland Limited.	5000.000000	\$27,450.00	0.000000	\$0.00	100%
CDM.AX	Cadence Capital Limited	105000.000000	\$78,750.00	55000.000000	\$46,475.00	69.45%
CTP.AX	Central Petroleum Limited (CTP)	0.000000	\$0.00	50000.000000	\$5,500.00	100%
DGL.AX	DGL Group Limited	0.000000	\$0.00			0%
DSK.AX	Dusk Group Limited	50000.000000	\$51,250.00	50000.000000	\$83,500.00	(38.62)%
IGL.AX	Ive Group Limited	0.000000	\$0.00	50000.000000	\$86,000.00	100%
IPL.AX	Incitec Pivot Limited	0.000000	\$0.00	0.000000	\$0.00	0%
JBH.AX	Jb Hi-fi Limited	1000.000000	\$43,750.00	0.000000	\$0.00	100%
LIS.AX	Li-s Energy Limited	20000.000000	\$4,800.00			100%
MQG.AX	Macquarie Group Limited	0.000000	\$0.00	0.000000	\$0.00	0%
POS.AX	Poseidon Nickel Limited	600000.000000	\$22,200.00			100%

Account Code	Description	CY Units	CY Balance	LY Units	LY Balance	Change
PPT.AX	Perpetual Limited	0.000000	\$0.00			0%
PTM.AX	Platinum Asset Management Limited	0.000000	\$0.00	50000.000000	\$87,000.00	100%
S32.AX	South32 Limited	0.000000	\$0.00			0%
SPA.AX	Spacetalk Ltd	0.000000	\$0.00	99999.000000	\$5,999.94	100%
WAM.AX	WAM Capital Limited	30000.000000	\$44,850.00	338000.000000	\$581,360.00	(92.29)%
WAX.AX	Wam Research Limited	200000.000000	\$212,000.00	0.000000	\$0.00	100%
WGB.AX	Wam Global Limited	49311.000000	\$91,471.91	0.000000	\$0.00	100%
WLE.AX	Wam Leaders Limited	95577.000000	\$139,064.54			100%
WMI.AX	Wam Microcap Limited	101414.000000	\$142,993.74	0.000000	\$0.00	100%
	TOTAL	CY Units	CY Balance	LY Units	LY Balance	
		1257302.000000	\$858,580.19	692999.000000	\$895,834.94	

Supporting Documents

- CGT Register [Report](#)
- Balance Review Report [Report](#)
- Investment Summary [Report](#)
- Commsec Annual Report 2023.pdf
- InvestmentMovement-01072022-30062023.pdf
- WAM Leaders.pdf [WLE.AX](#)

Standard Checklist

- Attach Balance Review Report
- Attach CGT Register Report for Buys and Sells
- Attach copies of HIN/SRN or Chess Statements, Broker Statements, Contract Notes Corporate Action documentation and any other relevant Source Documentation

- Attach Investment Movement Report
- Attach Investment Summary Report
- Ensure all Investments are valued correctly at June 30
- Ensure the investment is in accordance with the Fund's investment strategy

Shooks Superannuation Fund

Balance Review Report

As at 30 June 2023

Investment Code	Investment Name	Holding Reference	Third Party Data			BGL Ledger	Variance
			Data Feed Provider	Balance Date	Balance Amount	Balance	
60400	Bank Accounts						
CBA17752609	CBA 2609	06716717752609	BGL Bank Data Service	30/06/2023	\$ 18,415.48	\$ 18,415.48	0.00
CBA10204971	CBA 4971	06291110204971	BGL Bank Data Service	30/06/2023	\$ 13,658.88	\$ 13,658.88	0.00
60800	Term Deposits						
NABTD511929110	NAB Term Deposit 9110					100,000.00	
77600	Shares in Listed Companies (Australian)						
BOQ.AX	Bank Of Queensland Limited.	X*****6985	Registry Data - Link	31/03/2022	9,000.0000	5,000.0000	-4,000.0000
BEN.AX	Bendigo And Adelaide Bank Limited	X*****6985	Registry Data - Boardroom	31/03/2022	2,000.0000	0.0000	-2,000.0000
BET.AX	Betmakers Technology Group Ltd	X*****6985	Registry Data - Computershare	31/03/2022	30,000.0000	0.0000	-30,000.0000
CDM.AX	Cadence Capital Limited					105,000.0000	105,000.0000
CTX.AX	Caltex Australia Limited	X*****6985	Registry Data - Computershare	30/09/2019	1,000.0000	0.0000	-1,000.0000
CTP.AX	Central Petroleum Limited (CTP)	X*****6985	Registry Data - Computershare	31/03/2022	50,000.0000	0.0000	-50,000.0000
CTD.AX	Corporate Travel Management Limited	X*****6985	Registry Data - Computershare	31/03/2022	1,000.0000	0.0000	-1,000.0000
CYB.AX	Cybg Plc	X*****6985	Registry Data - Computershare	30/09/2019	5,000.0000	0.0000	-5,000.0000
DSK.AX	Dusk Group Limited					50,000.0000	50,000.0000
IAG.AX	Insurance Australia Group Limited	X*****6985	Registry Data - Computershare	31/03/2022	4,000.0000	0.0000	-4,000.0000
IGL.AX	Ive Group Limited	X*****6985	Registry Data - Link	31/03/2022	50,000.0000	0.0000	-50,000.0000
JBH.AX	Jb Hi-fi Limited	X*****6985	Registry Data - Computershare	31/03/2022	0.0000	1,000.0000	1,000.0000

Shooks Superannuation Fund Balance Review Report

As at 30 June 2023

Investment Code	Investment Name	Holding Reference	Third Party Data			BGL Ledger	Variance	
			Data Feed Provider	Balance Date	Balance Amount	Balance		
LIS.AX	Li-s Energy Limited				Verify	20,000.0000	20,000.0000	
PTM.AX	Platinum Asset Management Limited	X*****6985	Registry Data - Computershare	31/03/2022		50,000.0000	0.0000	-50,000.0000
POS.AX	Poseidon Nickel Limited				Verify	600,000.0000		600,000.0000
SIQ.AX	Smartgroup Corporation Ltd	X*****6985	Registry Data - Link	31/03/2022		3,000.0000	0.0000	-3,000.0000
SPA.AX	Spacetalk Ltd	X*****6985	Registry Data - Computershare	31/03/2022		99,999.0000	0.0000	-99,999.0000
VLW.AX	Villa World Limited.	X*****6985	Registry Data - Computershare	30/09/2019		14,000.0000	0.0000	-14,000.0000
WAM.AX	WAM Capital Limited	X*****6985	Registry Data - Boardroom	31/03/2022		100,000.0000	30,000.0000	-70,000.0000
WGB.AX	Wam Global Limited	X*****6985	Registry Data - Boardroom	31/03/2022		0.0000	49,311.0000	49,311.0000
WLE.AX	Wam Leaders Limited						95,577.0000	95,577.0000
WMI.AX	Wam Microcap Limited	X*****6985	Registry Data - Boardroom	31/03/2022		25,000.0000	101,414.0000	76,414.0000
WAX.AX	Wam Research Limited	X*****6985	Registry Data - Boardroom	31/03/2022		0.0000	200,000.0000	200,000.0000

Shooks Superannuation Fund CGT Register Report

As at 30 June 2023

Investment	Transaction Date	Contract Date	CGT Transaction Type	Units	Cost Base	Cost Base Adj Tax Def	Cost Base Adj Tax Free	Reduced Cost Base	Adjusted Cost Base	Net Other Capital Gain	Net Indexed Gain	Gross Discounted Gain	CGT Loss
Shares in Listed Companies (Australian)													
	27/02/2023	23/02/2023	Purchase	2,000.00	26,333.40								
	01/05/2023	27/04/2023	Disposal	(2,000.00)		0.00		26,333.40	26,333.40	2,037.73			
	01/05/2023	27/04/2023	Disposal	(1,000.00)		0.00		13,029.67	13,029.67	1,155.89			
	01/05/2023	27/04/2023	Disposal	(1,450.00)		0.00		18,861.84	18,861.84	1,707.23			
IPL.AX - Incitec Pivot Limited													
	17/11/2022	15/11/2022	Purchase	10,000.00	39,897.82								
	22/03/2023	20/03/2023	Disposal	(10,000.00)		0.00		39,897.82	39,897.82				(8,535.50)
IGL.AX - Ive Group Limited													
	27/02/2023	23/02/2023	Purchase	10,000.00	26,584.72								
	30/03/2023	28/03/2023	Disposal	(10,000.00)		0.00		26,584.72	26,584.72				(3,112.92)
	30/03/2023	28/03/2023	Disposal	(10,000.00)		0.00		19,529.43	19,529.43			3,942.37	
	30/03/2023	28/03/2023	Disposal	(10,000.00)		0.00		19,843.35	19,843.35			3,628.45	

Shooks Superannuation Fund

CGT Register Report

As at 30 June 2023

Investment	Transaction Date	Contract Date	CGT Transaction Type	Units	Cost Base	Cost Base Adj Tax Def	Cost Base Adj Tax Free	Reduced Cost Base	Adjusted Cost Base	Net Other Capital Gain	Net Indexed Gain	Gross Discounted Gain	CGT Loss
Shares in Listed Companies (Australian)													
	30/03/2023	28/03/2023	Disposal	(10,000.00)		0.00		17,229.95	17,229.95			5,966.84	
	30/03/2023	28/03/2023	Disposal	(20,000.00)		0.00		31,637.92	31,637.92			14,755.66	
JBH.AX - Jb Hi-fi Limited													
	06/04/2023	04/04/2023	Purchase	1,000.00	44,082.70								
LIS.AX - Li-s Energy Limited													
	06/04/2023	04/04/2023	Purchase	20,000.00	8,019.95								
MQG.AX - Macquarie Group Limited													
	20/04/2023	18/04/2023	Purchase	500.00	90,050.56								
	02/05/2023	28/04/2023	Disposal	(500.00)		0.00		90,050.56	90,050.56	1,060.71			
PPT.AX - Perpetual Limited													
	19/07/2022	15/07/2022	Purchase	2,000.00	57,286.46								
	25/07/2022	21/07/2022	Purchase	1,000.00	30,279.72								
	07/11/2022	03/11/2022	Purchase	1,000.00	28,834.56								
	14/11/2022	10/11/2022	Disposal	(1,000.00)		0.00		28,643.23	28,643.23	3,618.01			

Shooks Superannuation Fund CGT Register Report

As at 30 June 2023

Investment	Transaction Date	Contract Date	CGT Transaction Type	Units	Cost Base	Cost Base Adj Tax Def	Cost Base Adj Tax Free	Reduced Cost Base	Adjusted Cost Base	Net Other Capital Gain	Net Indexed Gain	Gross Discounted Gain	CGT Loss
Shares in Listed Companies (Australian)													
	14/11/2022	10/11/2022	Disposal	(1,000.00)		0.00		28,643.23	28,643.23	3,807.79			
	14/11/2022	10/11/2022	Disposal	(1,000.00)		0.00		28,834.56	28,834.56	2,627.64			
	14/11/2022	10/11/2022	Disposal	(1,000.00)		0.00		30,279.72	30,279.72	2,381.04			
PTM.AX - Platinum Asset Management Limited													
	12/01/2023	10/01/2023	Purchase	10,000.00	20,129.95								
	23/02/2023	21/02/2023	Purchase	5,000.00	11,627.56								
	07/03/2023	03/03/2023	Disposal	(600.00)		0.00		2,951.48	2,951.48				(1,897.86)
	07/03/2023	03/03/2023	Disposal	(5,000.00)		0.00		22,129.95	22,129.95				(13,349.77)
	07/03/2023	03/03/2023	Disposal	(2,000.00)		0.00		8,819.95	8,819.95				(5,307.88)
	07/03/2023	03/03/2023	Disposal	(9,000.00)		0.00		39,557.41	39,557.41				(23,753.08)
	07/03/2023	03/03/2023	Disposal	(1,000.00)		0.00		4,289.95	4,289.95				(2,533.91)

Shooks Superannuation Fund

CGT Register Report

As at 30 June 2023

Investment	Transaction Date	Contract Date	CGT Transaction Type	Units	Cost Base	Cost Base Adj Tax Def	Cost Base Adj Tax Free	Reduced Cost Base	Adjusted Cost Base	Net Other Capital Gain	Net Indexed Gain	Gross Discounted Gain	CGT Loss
Shares in Listed Companies (Australian)													
S32.AX - South32 Limited													
	01/08/2022	28/07/2022	Purchase	10,000.00	37,545.00								
	01/08/2022	28/07/2022	Purchase	10,000.00	37,144.52								
	20/02/2023	16/02/2023	Disposal	(10,000.00)		0.00		37,545.00	37,545.00	8,849.26			
	20/02/2023	16/02/2023	Disposal	(10,000.00)		0.00		37,144.52	37,144.52	9,249.74			
	14/03/2023	10/03/2023	Purchase	10,000.00	43,201.78								
	15/03/2023	13/03/2023	Purchase	10,000.00	42,951.48								
	22/03/2023	20/03/2023	Disposal	(10,000.00)		0.00		43,201.78	43,201.78				(2,750.38)
	22/03/2023	20/03/2023	Disposal	(10,000.00)		0.00		42,951.48	42,951.48				(2,500.08)
SPA.AX - Spacetalk Ltd													
	29/08/2022	25/08/2022	Disposal	(99,999.00)		0.00		18,529.76	18,529.76				(12,549.77)
WAM.AX - WAM Capital Limited													
	19/07/2022	15/07/2022	Disposal	(50,000.00)		0.00		111,133.20	111,133.20				(18,744.19)

Shooks Superannuation Fund CGT Register Report

As at 30 June 2023

Investment	Transaction Date	Contract Date	CGT Transaction Type	Units	Cost Base	Cost Base Adj Tax Def	Cost Base Adj Tax Free	Reduced Cost Base	Adjusted Cost Base	Net Other Capital Gain	Net Indexed Gain	Gross Discounted Gain	CGT Loss
Shares in Listed Companies (Australian)													
	19/07/2022	15/07/2022	Disposal	(20,000.00)		0.00		43,452.09	43,452.09				(6,496.49)
	19/07/2022	15/07/2022	Disposal	(20,000.00)		0.00		43,452.09	43,452.09				(6,496.49)
	08/08/2022	04/08/2022	Disposal	(10,000.00)		0.00		21,629.95	21,629.95				(3,102.21)
	08/08/2022	04/08/2022	Disposal	(4,668.00)		0.00		10,094.98	10,094.98				(1,446.23)
	18/10/2022	14/10/2022	Disposal	(20,000.00)		0.00		42,118.58	42,118.58				(4,963.22)
	18/10/2022	14/10/2022	Disposal	(24,000.00)		0.00		50,460.48	50,460.48				(5,874.05)
	18/10/2022	14/10/2022	Disposal	(4,000.00)		0.00		8,289.94	8,289.94				(858.86)
	18/10/2022	14/10/2022	Disposal	(2,000.00)		0.00		4,235.08	4,235.08				(519.54)
	18/10/2022	14/10/2022	Disposal	(14,668.00)		0.00		31,353.76	31,353.76				(4,250.52)
	18/10/2022	14/10/2022	Disposal	(25,332.00)		0.00		54,782.78	54,782.78				(7,974.82)

Shooks Superannuation Fund CGT Register Report

As at 30 June 2023

Investment	Transaction Date	Contract Date	CGT Transaction Type	Units	Cost Base	Cost Base Adj Tax Def	Cost Base Adj Tax Free	Reduced Cost Base	Adjusted Cost Base	Net Other Capital Gain	Net Indexed Gain	Gross Discounted Gain	CGT Loss
Shares in Listed Companies (Australian)													
	18/10/2022	14/10/2022	Disposal	(15,332.00)		0.00		32,466.09	32,466.09				(4,113.38)
	18/10/2022	14/10/2022	Disposal	(28,000.00)		0.00		59,291.06	59,291.06				(7,512.05)
	18/10/2022	14/10/2022	Disposal	(20,000.00)		0.00		42,651.12	42,651.12				(5,296.00)
	18/10/2022	14/10/2022	Disposal	(14,668.00)		0.00		31,060.05	31,060.05				(3,663.80)
	18/10/2022	14/10/2022	Disposal	(15,332.00)		0.00		32,773.10	32,773.10				(4,136.67)
	18/10/2022	14/10/2022	Disposal	(10,000.00)		0.00		20,429.95	20,429.95				(1,902.21)
	18/10/2022	14/10/2022	Disposal	(20,000.00)		0.00		40,848.96	40,848.96				(3,793.48)
	18/10/2022	14/10/2022	Disposal	(20,000.00)		0.00		41,449.68	41,449.68				(4,394.20)
	16/12/2022	14/12/2022	Purchase	20,000.00	32,238.64								
	22/03/2023	20/03/2023	Disposal	(20,000.00)		0.00		32,238.64	32,238.64				(277.04)

Shooks Superannuation Fund CGT Register Report

As at 30 June 2023

Investment	Transaction Date	Contract Date	CGT Transaction Type	Units	Cost Base	Cost Base Adj Tax Def	Cost Base Adj Tax Free	Reduced Cost Base	Adjusted Cost Base	Net Other Capital Gain	Net Indexed Gain	Gross Discounted Gain	CGT Loss
Shares in Listed Companies (Australian)													
	09/11/2022	07/11/2022	Purchase	2,000.00	2,549.95								
	10/11/2022	08/11/2022	Purchase	18,000.00	22,780.41								
	16/11/2022	14/11/2022	Purchase	25,000.00	33,164.75								
	21/12/2022	19/12/2022	Purchase	20,000.00	25,730.84								
	23/12/2022	21/12/2022	Purchase	15,000.00	18,854.16								
	28/12/2022	22/12/2022	Purchase	856.00	1,102.79								
	29/12/2022	23/12/2022	Purchase	346.00	437.69								
	10/01/2023	06/01/2023	Purchase	13,797.00	17,690.11								
	22/03/2023	20/03/2023	Disposal	(13,863.00)		0.00		18,390.52	18,390.52				(675.83)
	13/04/2023	11/04/2023	Disposal	(856.00)		0.00		1,102.79	1,102.79				(8.42)

Shooks Superannuation Fund Investment Summary Report

As at 30 June 2023

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised Gain/(Loss)	Gain/(Loss)%	Portfolio Weight%	
Cash/Bank Accounts									
	CBA 2609	18,415.480000	18,415.48	18,415.48	18,415.48			1.86 %	
	CBA 4971	13,658.880000	13,658.88	13,658.88	13,658.88			1.38 %	
	NAB Term Deposit 9110	100,000.000000	100,000.00	100,000.00	100,000.00			10.09 %	
			132,074.36		132,074.36			13.33 %	
Shares in Listed Companies (Australian)									
BOQ.AX	Bank Of Queensland Limited.	5,000.00	5.490000	27,450.00	6.52	32,621.38	(5,171.38)	(15.85) %	2.77 %
CDM.AX	Cadence Capital Limited	105,000.00	0.750000	78,750.00	0.91	95,138.78	(16,388.78)	(17.23) %	7.95 %
DSK.AX	Dusk Group Limited	50,000.00	1.025000	51,250.00	3.19	159,519.50	(108,269.50)	(67.87) %	5.17 %
JBH.AX	Jb Hi-fi Limited	1,000.00	43.750000	43,750.00	44.08	44,082.70	(332.70)	(0.75) %	4.42 %
LIS.AX	Li-s Energy Limited	20,000.00	0.240000	4,800.00	0.40	8,019.95	(3,219.95)	(40.15) %	0.48 %
POS.AX	Poseidon Nickel Limited	600,000.00	0.037000	22,200.00	0.05	28,571.78	(6,371.78)	(22.30) %	2.24 %
WAM.AX	WAM Capital Limited	30,000.00	1.495000	44,850.00	1.69	50,610.65	(5,760.65)	(11.38) %	4.53 %
WGB.AX	Wam Global Limited	49,311.00	1.855000	91,471.90	1.81	89,135.64	2,336.26	2.62 %	9.23 %
WLE.AX	Wam Leaders Limited	95,577.00	1.455000	139,064.54	1.52	145,049.36	(5,984.82)	(4.13) %	14.04 %
WMI.AX	Wam Microcap Limited	101,414.00	1.410000	142,993.74	1.57	158,773.63	(15,779.89)	(9.94) %	14.43 %
WAX.AX	Wam Research Limited	200,000.00	1.060000	212,000.00	1.19	237,366.69	(25,366.69)	(10.69) %	21.40 %
			858,580.18		1,048,890.06	(190,309.88)	(18.14) %	86.67 %	
			990,654.54		1,180,964.42	(190,309.88)	(16.11) %	100.00 %	

Financial Year Summary

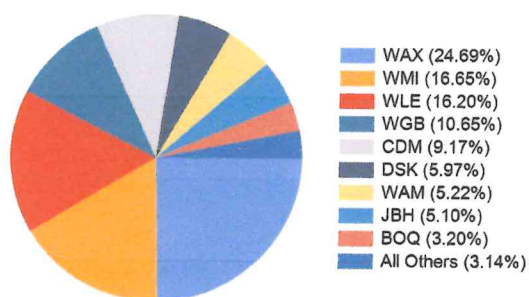
1 JULY 2022 - 30 JUNE 2023



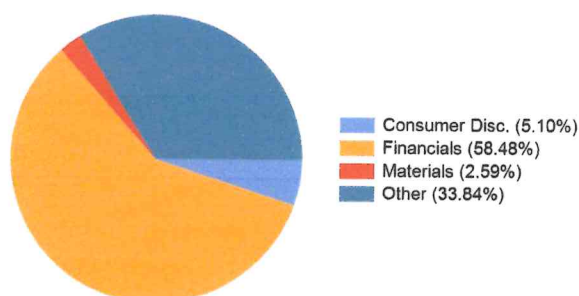
Portfolio Valuation	Account Number	Account Name	Value as at 30 June 2023
Shares	4073889	MR LANCE SHOOKS + MRS CHRISTINA SHOOKS <SHOOKS SUPER FUND A/C>	\$858,580.18
CDIA	17752609	MRS CHRISTINA SHOOKS + MR LANCE SHOOKS <SHOOKS SUPER FUND A/C>	\$18,415.48
TOTAL PORTFOLIO VALUE			\$876,995.66

Allocation as at 30 June 2023

Shares in your portfolio



Sectors in your portfolio



Estimated Interest & Dividends

2022-2023 Financial Year

Est. Franked Dividends	\$67,735.63
Est. Unfranked Dividends	\$0.00
Est. Franking Credits	\$29,029.58
Est. Interest Received from Interest Rate Securities	\$0.00
Interest Received from Cash Account(s)	\$1,652.05
TOTAL INCOME	\$69,387.68

Fees & Charges

2022-2023 Financial Year

Total Brokerage (inc. GST)	\$4,018.78
Total Subscriptions (inc. GST)	\$0.00
Other Fees (inc. GST)	\$0.00
TOTAL FEES & CHARGES	\$4,018.78

Portfolio Valuation

30 JUNE 2023



SHARES - 4073889 - HIN 32966985

MR LANCE SHOOKS + MRS CHRISTINA SHOOKS <SHOOKS SUPER FUND A/C>

Portfolio	Units	Unit Price	Portfolio Value	% of Portfolio
BOQ - BANK OF QUEENSLAND FPO (ORDINARY FULLY PAID)	5,000	\$5.4900	\$27,450.00	3.13%
CDM - CADENCE CAPITAL FPO (ORDINARY FULLY PAID)	105,000	\$0.7500	\$78,750.00	8.98%
DSK - DUSK GROUP FPO (ORDINARY FULLY PAID)	50,000	\$1.0250	\$51,250.00	5.84%
JBH - JB HI-FI LIMITED FPO (ORDINARY FULLY PAID)	1,000	\$43.7500	\$43,750.00	4.99%
LIS - LISENERGYLIMITED FPO (ORDINARY FULLY PAID)	20,000	\$0.2400	\$4,800.00	0.55%
POS - POSEIDON NICK LTD FPO (ORDINARY FULLY PAID)	600,000	\$0.0370	\$22,200.00	2.53%
WAM - WAM CAPITAL LIMITED FPO (ORDINARY FULLY PAID)	30,000	\$1.4950	\$44,850.00	5.11%
WAX - WAM RESEARCH LTD FPO (ORDINARY FULLY PAID)	200,000	\$1.0600	\$212,000.00	24.17%
WGB - WAM GLOBAL LIMITED FPO (ORDINARY FULLY PAID)	49,311	\$1.8550	\$91,471.91	10.43%
WLE - WAM LEADERS LIMITED FPO (ORDINARY FULLY PAID)	95,577	\$1.4550	\$139,064.54	15.86%
WMI - WAM MICROCAP LIMITED FPO (ORDINARY FULLY PAID)	101,414	\$1.4100	\$142,993.74	16.30%
		Sub Total	\$858,580.18	97.90%

Cash Accounts	Portfolio Value	% of Portfolio	
CDIA - 06716717752609	\$18,415.48	2.10%	
	TOTAL	\$876,995.66	100.00%

Interest & Estimated Dividend Summary



1 JULY 2022 - 30 JUNE 2023

SHARES - 4073889 - HIN 32966985

MR LANCE SHOOKS + MRS CHRISTINA SHOOKS <SHOOKS SUPER FUND A/C>

ESTIMATED DIVIDEND SUMMARY

APE - EAGERS AUTOMOTIVE FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
15-Mar-2023	31-Mar-2023	Final	\$0.4900	4,450	\$0.00	\$2,180.50	\$2,180.50 ✓	\$934.50
02-Sep-2022	23-Sep-2022	Interim	\$0.2200	2,450	\$0.00	\$539.00	\$539.00 ✓	\$231.00
Sub Total					\$0.00	\$2,719.50	\$2,719.50	\$1,165.50

BOQ - BANK OF QUEENSLAND. FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
10-May-2023	01-Jun-2023	Interim	\$0.2000	5,000	\$0.00	\$1,000.00	\$1,000.00 ✓	\$428.57
Sub Total					\$0.00	\$1,000.00	\$1,000.00	\$428.57

CDM - CADENCE CAPITAL FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
14-Apr-2023	28-Apr-2023	Interim	\$0.0400	105,000	\$0.00	\$4,200.00	\$4,200.00 ✓	\$1,800.00
17-Oct-2022	28-Oct-2022	Final	\$0.0400	55,000	\$0.00	\$2,200.00	\$2,200.00 ✓	\$942.86
Sub Total					\$0.00	\$6,400.00	\$6,400.00	\$2,742.86

DSK - DUSK GROUP FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
13-Mar-2023	28-Mar-2023	Interim	\$0.0800	50,000	\$0.00	\$4,000.00	\$4,000.00 ✓	\$1,714.29
12-Sep-2022	27-Sep-2022	Final	\$0.1000	50,000	\$0.00	\$5,000.00	\$5,000.00 ✓	\$2,142.86
Sub Total					\$0.00	\$9,000.00	\$9,000.00	\$3,857.15

IGL - IVEGROUP FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
14-Mar-2023	13-Apr-2023	Interim	\$0.0950	60,000	\$0.00	\$5,700.00	\$5,700.00 ✓	\$2,442.86
13-Sep-2022	13-Oct-2022	Final	\$0.0800	50,000	\$0.00	\$4,000.00	\$4,000.00 ✓	\$1,714.29
Sub Total					\$0.00	\$9,700.00	\$9,700.00	\$4,157.15

IPL - INCITEC PIVOT FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
05-Dec-2022	21-Dec-2022	Final	\$0.1700	10,000	\$0.00	\$1,700.00	\$1,700.00 ✓	\$728.57
Sub Total					\$0.00	\$1,700.00	\$1,700.00	\$728.57

Interest & Estimated Dividend Summary



1 JULY 2022 - 30 JUNE 2023

PPT - PERPETUAL LIMITED FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
08-Sep-2022	30-Sep-2022	Final	\$0.9700	3,000	\$0.00	\$2,910.00	\$2,910.00 ✓	\$1,247.14
Sub Total					\$0.00	\$2,910.00	\$2,910.00	\$1,247.14

PTM - PLATINUM ASSET FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
02-Mar-2023	17-Mar-2023	Interim	\$0.0700	65,000	\$0.00	\$4,550.00	\$4,550.00 ✓	\$1,950.00
01-Sep-2022	15-Sep-2022	Final	\$0.0700	50,000	\$0.00	\$3,500.00	\$3,500.00 ✓	\$1,500.00
Sub Total					\$0.00	\$8,050.00	\$8,050.00	\$3,450.00

S32 - SOUTH32 LIMITED FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
15-Sep-2022	13-Oct-2022	Final	\$0.2513	20,000	\$0.00	\$5,026.20	\$5,026.20 ✓	\$2,154.09
Sub Total					\$0.00	\$5,026.20	\$5,026.20	\$2,154.09

WAM - WAM CAPITAL LIMITED FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
15-May-2023	26-May-2023	Interim	\$0.0775	30,000	\$0.00	\$2,325.00	\$2,325.00 ✓	\$996.43
Sub Total					\$0.00	\$2,325.00	\$2,325.00	\$996.43

WAX - WAM RESEARCH LTD FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
11-Apr-2023	21-Apr-2023	Interim	\$0.0500	146,136	\$0.00	\$7,306.80	\$7,306.80 ✓	\$3,131.49
Sub Total					\$0.00	\$7,306.80	\$7,306.80	\$3,131.49

WGB - WAM GLOBAL LIMITED FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
12-Apr-2023	24-Apr-2023	Interim	\$0.0575	34,311	\$0.00	\$1,972.88	\$1,972.88 ✓	\$845.52
Sub Total					\$0.00	\$1,972.88	\$1,972.88	\$845.52

WLE - WAM LEADERS LIMITED FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
19-May-2023	31-May-2023	Interim	\$0.0450	95,577	\$0.00	\$4,300.97	\$4,300.97 ✓	\$1,843.27
17-Nov-2022	30-Nov-2022	Final	\$0.0400	1	\$0.00	\$0.04	\$0.04	\$0.02
Sub Total					\$0.00	\$4,301.01	\$4,301.01	\$1,843.29

Interest & Estimated Dividend Summary

1 JULY 2022 - 30 JUNE 2023



WMI - WAM MICROCAP LIMITED FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
12-Apr-2023	24-Apr-2023	Interim	\$0.0525	101,414	\$0.00	\$5,324.24	\$5,324.24 ✓	\$2,281.82
Sub Total					\$0.00	\$5,324.24	\$5,324.24	\$2,281.82
TOTAL					\$0.00	\$67,735.63	\$67,735.63	\$29,029.58

ESTIMATED INTEREST RECEIVED

There are no transactions on this account.

TOTAL

\$0.00

INTEREST INCOME SUMMARY

Account	Interest
CDIA - 17752609	\$1,652.05
TOTAL	\$1,652.05

Transaction Summary

1 JULY 2022 - 30 JUNE 2023



Total Buys and Sells 2022 - 2023 Financial Year

MR LANCE SHOOKS + MRS CHRISTINA SHOOKS
<SHOOKS SUPER FUND A/C>

Total Buys (inc. Brokerage + GST)	\$1,502,418.59
Total Sells (inc. Brokerage + GST)	\$1,546,942.23

SHARES - 4073889 - HIN 32966985

APE - EAGERS AUTOMOTIVE FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
27-Apr-2023	Sell	-4,450	\$14.2026	-\$63,201.61	\$75.85	\$6.90	142531542	-\$63,125.76
23-Feb-2023	Buy	2,000	\$13.1509	\$26,301.84	\$31.56	\$2.87	141092492	\$26,333.40
12-Aug-2022	Buy	1,450	\$12.9875	\$18,831.89	\$29.95	\$2.72	136010977	\$18,861.84
12-Aug-2022	Buy	1,000	\$12.9997	\$12,999.72	\$29.95	\$2.72	136010658	\$13,029.67
				Sub Total	\$167.31	\$15.21		-\$4,900.85

BAS - BASS OIL LTD FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
16-Nov-2022	Sell	-100,000	\$0.0700	-\$7,000.00	\$19.95	\$1.81	138751290	-\$6,980.05
16-Nov-2022	Buy	100,000	\$0.0530	\$5,300.00	\$19.95	\$1.81	138724432	\$5,319.95
				Sub Total	\$39.90	\$3.62		-\$1,660.10

BOQ - BANK OF QUEENSLAND. FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
04-Apr-2023	Buy	5,000	\$6.5165	\$32,582.29	\$39.09	\$3.55	142084511	\$32,621.38
				Sub Total	\$39.09	\$3.55		\$32,621.38

CDM - CADENCE CAPITAL FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
21-Dec-2022	Buy	25,000	\$0.8975	\$22,436.89	\$29.95	\$2.72	139634230	\$22,466.84
19-Dec-2022	Buy	25,000	\$0.9198	\$22,994.44	\$29.95	\$2.72	139560852	\$23,024.39
				Sub Total	\$59.90	\$5.44		\$45,491.23

CTP - CENTRAL PETROLEUM FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
26-Jul-2022	Sell	-50,000	\$0.1050	-\$5,250.00	\$19.95	\$1.81	135484062	-\$5,230.05
				Sub Total	\$19.95	\$1.81		-\$5,230.05

DGL - DGL GROUP LIMITED FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
18-Nov-2022	Sell	-10,000	\$1.6152	-\$16,152.18	\$29.95	\$2.72	138809567	-\$16,122.23

Transaction Summary

1 JULY 2022 - 30 JUNE 2023



DGL - DGL GROUP LIMITED FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
15-Nov-2022	Buy	10,000	\$1.7383	\$17,382.66	\$29.95	\$2.72	138715512	\$17,412.61
				Sub Total	\$59.90	\$5.44		\$1,290.38

IGL - IVEGROUP FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
28-Mar-2023	Sell	-30,000	\$2.3225	-\$69,673.98	\$83.61	\$7.60	141911252	-\$69,590.37
28-Mar-2023	Sell	-30,000	\$2.3500	-\$70,500.00	\$84.60	\$7.69	141912310	-\$70,415.40
23-Feb-2023	Buy	10,000	\$2.6553	\$26,552.85	\$31.87	\$2.90	141093090	\$26,584.72
				Sub Total	\$200.08	\$18.19		-\$113,421.05

IPL - INCITEC PIVOT FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
20-Mar-2023	Sell	-10,000	\$3.1400	-\$31,400.00	\$37.68	\$3.43	141730709	-\$31,362.32
15-Nov-2022	Buy	10,000	\$3.9850	\$39,850.00	\$47.82	\$4.35	138690850	\$39,897.82
				Sub Total	\$85.50	\$7.78		\$8,535.50

JBH - JB HI-FI LIMITED FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
04-Apr-2023	Buy	1,000	\$44.0299	\$44,029.87	\$52.83	\$4.80	142083655	\$44,082.70
				Sub Total	\$52.83	\$4.80		\$44,082.70

LIS - LISENERGYLIMITED FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
04-Apr-2023	Buy	20,000	\$0.4000	\$8,000.00	\$19.95	\$1.81	142063042	\$8,019.95
				Sub Total	\$19.95	\$1.81		\$8,019.95

MQG - MACQUARIE GROUP LTD FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
28-Apr-2023	Sell	-500	\$182.4415	-\$91,220.73	\$109.46	\$9.95	142578791	-\$91,111.27
18-Apr-2023	Buy	500	\$179.8853	\$89,942.63	\$107.93	\$9.81	142342898	\$90,050.56
				Sub Total	\$217.39	\$19.76		-\$1,060.71

POS - POSEIDON NICK LTD FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
07-Jun-2023	Buy	100,000	\$0.0450	\$4,500.00	\$19.95	\$1.81	143503749	\$4,519.95
29-May-2023	Buy	200,000	\$0.0430	\$8,600.00	\$19.95	\$1.81	143281700	\$8,619.95
21-Dec-2022	Buy	100,000	\$0.0380	\$3,800.00	\$19.95	\$1.81	139620774	\$3,819.95

Transaction Summary

1 JULY 2022 - 30 JUNE 2023



POS - POSEIDON NICK LTD FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
25-Aug-2022	Buy	100,000	\$0.0597	\$5,972.03	\$19.95	\$1.81	136429422	\$5,991.98
29-Jul-2022	Buy	100,000	\$0.0560	\$5,600.00	\$19.95	\$1.81	135595286	\$5,619.95
Sub Total					\$99.75	\$9.05		\$28,571.78

PPT - PERPETUAL LIMITED FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
10-Nov-2022	Sell	-1,000	\$32.7000	-\$32,700.00	\$39.24	\$3.57	138568315	-\$32,660.76
10-Nov-2022	Sell	-1,000	\$32.4900	-\$32,490.00	\$38.98	\$3.54	138568895	-\$32,451.02
10-Nov-2022	Sell	-1,000	\$32.3000	-\$32,300.00	\$38.76	\$3.52	138565923	-\$32,261.24
10-Nov-2022	Sell	-1,000	\$31.5000	-\$31,500.00	\$37.80	\$3.44	138562904	-\$31,462.20
03-Nov-2022	Buy	1,000	\$28.8000	\$28,800.00	\$34.56	\$3.14	138354583	\$28,834.56
21-Jul-2022	Buy	1,000	\$30.2434	\$30,243.43	\$36.29	\$3.30	135383911	\$30,279.72
15-Jul-2022	Buy	2,000	\$28.6089	\$57,217.80	\$68.66	\$6.24	135254443	\$57,286.46
Sub Total					\$294.29	\$26.75		-\$12,434.48

PTM - PLATINUM ASSET FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
03-Mar-2023	Sell	-65,000	\$1.7581	-\$114,279.51	\$137.14	\$12.47	141320546	-\$114,142.37
21-Feb-2023	Buy	5,000	\$2.3195	\$11,597.61	\$29.95	\$2.72	141037851	\$11,627.56
10-Jan-2023	Buy	10,000	\$2.0100	\$20,100.00	\$29.95	\$2.72	139959350	\$20,129.95
Sub Total					\$197.04	\$17.91		-\$82,384.86

S32 - SOUTH32 LIMITED FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
20-Mar-2023	Sell	-20,000	\$4.0500	-\$81,000.00	\$97.20	\$8.84	141730482	-\$80,902.80
13-Mar-2023	Buy	10,000	\$4.2900	\$42,900.00	\$51.48	\$4.68	141528469	\$42,951.48
10-Mar-2023	Buy	10,000	\$4.3150	\$43,150.00	\$51.78	\$4.71	141494524	\$43,201.78
16-Feb-2023	Sell	-20,000	\$4.6450	-\$92,900.00	\$111.47	\$10.13	140917989	-\$92,788.53
28-Jul-2022	Buy	10,000	\$3.7100	\$37,100.00	\$44.52	\$4.05	135550312	\$37,144.52
28-Jul-2022	Buy	10,000	\$3.7500	\$37,500.00	\$45.00	\$4.09	135543405	\$37,545.00
Sub Total					\$401.45	\$36.50		-\$12,848.55

SPA - SPACETALK LTD FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
25-Aug-2022	Sell	-99,999	\$0.0600	-\$5,999.94	\$19.95	\$1.81	136424318	-\$5,979.99
Sub Total					\$19.95	\$1.81		-\$5,979.99

Transaction Summary

1 JULY 2022 - 30 JUNE 2023



WAM - WAM CAPITAL LIMITED FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
11-Apr-2023	Buy	30,000	\$1.6850	\$50,550.00	\$60.65	\$5.51	142188099	\$50,610.65
20-Mar-2023	Sell	-20,000	\$1.6000	-\$32,000.00	\$38.40	\$3.49	141732165	-\$31,961.60
14-Dec-2022	Buy	20,000	\$1.6100	\$32,200.00	\$38.64	\$3.51	139438343	\$32,238.64
14-Oct-2022	Sell	-50,000	\$1.8550	-\$92,750.00	\$111.30	\$10.12	137842892	-\$92,638.70
14-Oct-2022	Sell	-50,000	\$1.8600	-\$93,000.00	\$111.60	\$10.15	137829086	-\$92,888.40
14-Oct-2022	Sell	-43,332	\$1.8515	-\$80,228.00	\$96.27	\$8.75	137845726	-\$80,131.73
14-Oct-2022	Sell	-50,000	\$1.8700	-\$93,500.00	\$112.20	\$10.20	137830077	-\$93,387.80
14-Oct-2022	Sell	-40,000	\$1.8500	-\$74,000.00	\$88.80	\$8.07	137846043	-\$73,911.20
04-Aug-2022	Sell	-14,668	\$1.8550	-\$27,209.14	\$32.65	\$2.97	135789278	-\$27,176.49
15-Jul-2022	Sell	-90,000	\$1.8500	-\$166,500.00	\$199.79	\$18.16	135246019	-\$166,300.21
Sub Total					\$890.30	\$80.93		-\$575,546.84

WAX - WAM RESEARCH LTD FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
06-Jun-2023	Buy	10,000	\$1.0550	\$10,550.00	\$29.95	\$2.72	143484560	\$10,579.95
01-Jun-2023	Buy	15,000	\$1.0850	\$16,275.00	\$29.95	\$2.72	143390118	\$16,304.95
22-May-2023	Buy	15,000	\$1.1050	\$16,575.00	\$29.95	\$2.72	143116602	\$16,604.95
18-May-2023	Buy	2,168	\$1.1300	\$2,449.84	\$0.00	\$0.00	143052066	\$2,449.84
17-May-2023	Buy	534	\$1.1300	\$603.42	\$0.00	\$0.00	143033368	\$603.42
16-May-2023	Buy	6,293	\$1.1300	\$7,111.09	\$10.00	\$0.91	142999941	\$7,121.09
15-May-2023	Buy	6,005	\$1.1300	\$6,785.65	\$19.95	\$1.81	142969655	\$6,805.60
04-May-2023	Buy	15,000	\$1.1250	\$16,875.00	\$29.95	\$2.72	142726734	\$16,904.95
04-May-2023	Buy	7,051	\$1.1350	\$8,002.89	\$10.00	\$0.91	142699850	\$8,012.89
03-May-2023	Buy	7,949	\$1.1350	\$9,022.12	\$19.95	\$1.81	142694378	\$9,042.07
21-Apr-2023	Buy	15,000	\$1.1750	\$17,625.00	\$29.95	\$2.72	142451850	\$17,654.95
13-Apr-2023	Buy	20,000	\$1.2350	\$24,700.00	\$29.95	\$2.72	142249725	\$24,729.95
11-Apr-2023	Sell	-46,136	\$1.2700	-\$58,592.72	\$70.31	\$6.39	142159767	-\$58,522.41
11-Apr-2023	Sell	-20,000	\$1.2800	-\$25,600.00	\$30.72	\$2.79	142171103	-\$25,569.28
20-Mar-2023	Sell	-13,863	\$1.2800	-\$17,744.64	\$29.95	\$2.72	141743896	-\$17,714.69
06-Jan-2023	Buy	13,797	\$1.2800	\$17,660.16	\$29.95	\$2.72	139899216	\$17,690.11
23-Dec-2022	Buy	346	\$1.2650	\$437.69	\$0.00	\$0.00	139695849	\$437.69
22-Dec-2022	Buy	856	\$1.2650	\$1,082.84	\$19.95	\$1.81	139668981	\$1,102.79
21-Dec-2022	Buy	15,000	\$1.2549	\$18,824.21	\$29.95	\$2.72	139634799	\$18,854.16
19-Dec-2022	Buy	20,000	\$1.2850	\$25,700.00	\$30.84	\$2.80	139557784	\$25,730.84
14-Nov-2022	Buy	25,000	\$1.3250	\$33,125.00	\$39.75	\$3.61	138668906	\$33,164.75
08-Nov-2022	Buy	18,000	\$1.2650	\$22,770.00	\$10.41	\$0.95	138469199	\$22,780.41
07-Nov-2022	Buy	2,000	\$1.2650	\$2,530.00	\$19.95	\$1.81	138459116	\$2,549.95

Transaction Summary

1 JULY 2022 - 30 JUNE 2023



WAX - WAM RESEARCH LTD FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
26-Oct-2022	Buy	30,000	\$1.2500	\$37,500.00	\$45.00	\$4.09	138133469	\$37,545.00
24-Oct-2022	Buy	35,000	\$1.2600	\$44,100.00	\$52.92	\$4.81	138046795	\$44,152.92
Sub Total					\$649.30	\$58.98		\$239,016.85

WGB - WAM GLOBAL LIMITED FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
01-May-2023	Buy	15,000	\$1.7950	\$26,925.00	\$32.31	\$2.94	142625273	\$26,957.31
20-Mar-2023	Sell	-5,689	\$1.7900	-\$10,183.31	\$29.95	\$2.72	141743897	-\$10,153.36
14-Dec-2022	Buy	20,000	\$1.7850	\$35,700.00	\$42.85	\$3.90	139438664	\$35,742.85
18-Nov-2022	Buy	20,000	\$1.8450	\$36,900.00	\$44.28	\$4.03	138826139	\$36,944.28
Sub Total					\$149.39	\$13.59		\$89,491.08

WLE - WAM LEADERS LIMITED FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
04-Apr-2023	Buy	20,000	\$1.5800	\$31,600.00	\$37.92	\$3.45	142086831	\$31,637.92
22-Mar-2023	Buy	25,000	\$1.5200	\$38,000.00	\$45.60	\$4.15	141787195	\$38,045.60
06-Mar-2023	Buy	30,000	\$1.5100	\$45,300.00	\$54.36	\$4.94	141364680	\$45,354.36
25-Oct-2022	Buy	1	\$1.4750	\$1.48	\$10.00	\$0.91	138104259	\$11.48
Sub Total					\$147.88	\$13.45		\$115,049.36

WMI - WAM MICROCAP LIMITED FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
04-Apr-2023	Buy	20,000	\$1.6000	\$32,000.00	\$38.40	\$3.49	142067244	\$32,038.40
31-Mar-2023	Buy	20,000	\$1.5600	\$31,200.00	\$37.44	\$3.40	142007503	\$31,237.44
21-Dec-2022	Buy	1,414	\$1.5400	\$2,177.56	\$19.95	\$1.81	139641703	\$2,197.51
20-Dec-2022	Buy	2,722	\$1.5650	\$4,259.93	\$5.12	\$0.47	139585523	\$4,265.05
19-Dec-2022	Buy	17,278	\$1.5650	\$27,040.07	\$32.45	\$2.95	139572664	\$27,072.52
14-Dec-2022	Buy	9,711	\$1.5700	\$15,246.27	\$7.24	\$0.66	139459771	\$15,253.51
13-Dec-2022	Buy	10,289	\$1.5300	\$15,742.17	\$29.95	\$2.72	139435649	\$15,772.12
18-Nov-2022	Buy	20,000	\$1.5450	\$30,900.00	\$37.08	\$3.37	138827003	\$30,937.08
Sub Total					\$207.63	\$18.87		\$158,773.63

Shooks Superannuation Fund

Investment Movement Report

As at 30 June 2023

Investment	Opening Balance		Additions		Disposals			Closing Balance		
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
Bank Accounts										
CBA 2609		1,806.44		1,391,133.29		(1,374,524.25)			18,415.48	18,415.48
CBA 4971		46,970.38		124,548.50		(157,860.00)			13,658.88	13,658.88
		48,776.82		1,515,681.79		(1,532,384.25)			32,074.36	32,074.36
Term Deposits										
NAB Term Deposit 9110				100,000.00					100,000.00	100,000.00
				100,000.00					100,000.00	100,000.00
Shares in Listed Companies (Australian)										
BOQ.AX - Bank Of Queensland Limited.			5,000.00	32,621.38				5,000.00	32,621.38	27,450.00
BAS.AX - Bass Oil Limited			100,000.00	5,319.95	(100,000.00)	(5,319.95)	1,660.10		0.00	
CDM.AX - Cadence Capital Limited	55,000.00	49,647.55	50,000.00	45,491.23				105,000.00	95,138.78	78,750.00
CTP.AX - Central Petroleum Limited (CTP)	50,000.00	6,269.95			(50,000.00)	(6,269.95)	(1,039.90)		0.00	
DGL.AX - DGL Group Limited			10,000.00	17,412.61	(10,000.00)	(17,412.61)	(1,290.38)		0.00	
DSK.AX - Dusk Group Limited	50,000.00	159,519.50						50,000.00	159,519.50	51,250.00

Shooks Superannuation Fund Investment Movement Report

As at 30 June 2023

Investment	Opening Balance		Additions		Disposals			Closing Balance		Market Value
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	
APE.AX - Eagers Automotive Limited			4,450.00	58,224.91	(4,450.00)	(58,224.91)	4,900.85		0.00	
IPL.AX - Incitec Pivot Limited			10,000.00	39,897.82	(10,000.00)	(39,897.82)	(8,535.50)		0.00	
IGL.AX - Ive Group Limited	50,000.00	88,240.65	10,000.00	26,584.72	(60,000.00)	(114,825.37)	25,180.40		0.00	
JBH.AX - Jb Hi-fi Limited			1,000.00	44,082.70				1,000.00	44,082.70	43,750.00
LIS.AX - Li-s Energy Limited			20,000.00	8,019.95				20,000.00	8,019.95	4,800.00
MQG.AX - Macquarie Group Limited			500.00	90,050.56	(500.00)	(90,050.56)	1,060.71		0.00	
PPT.AX - Perpetual Limited			4,000.00	116,400.74	(4,000.00)	(116,400.74)	12,434.48		0.00	
PTM.AX - Platinum Asset Management Limited	50,000.00	173,151.28	15,000.00	31,757.51	(65,000.00)	(204,908.79)	(90,766.42)		0.00	
POS.AX - Poseidon Nickel Limited			600,000.00	28,571.78				600,000.00	28,571.78	22,200.00
S32.AX - South32 Limited			40,000.00	160,842.78	(40,000.00)	(160,842.78)	12,848.55		0.00	
SPA.AX - Spacetalk Ltd	99,999.00	18,529.76			(99,999.00)	(18,529.76)	(12,549.77)		0.00	
WAM.AX - WAM Capital Limited	338,000.00	721,972.94	50,000.00	82,849.29	(358,000.00)	(754,211.58)	(95,815.45)	30,000.00	50,610.65	44,850.00

Shooks Superannuation Fund

Investment Movement Report

As at 30 June 2023

Investment	Opening Balance		Additions		Disposals			Closing Balance		Market Value
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	
WGB.AX - Wam Global Limited			55,000.00	99,644.44	(5,689.00)	(10,508.80)	(355.44)	49,311.00	89,135.64	91,471.91
WLE.AX - Wam Leaders Limited			95,577.00	145,049.36				95,577.00	145,049.36	139,064.54
WMI.AX - Wam Microcap Limited			101,414.00	158,773.63				101,414.00	158,773.63	142,993.74
WAX.AX - Wam Research Limited			279,999.00	340,823.23	(79,999.00)	(103,456.54)	(1,650.16)	200,000.00	237,366.69	212,000.00
		1,217,331.63		1,532,418.59		(1,700,860.16)	(153,917.93)		1,048,890.06	858,580.19
		1,266,108.45		3,148,100.38		(3,233,244.41)	(153,917.93)		1,180,964.42	990,654.55



BOARDROOM PTY LTD NetBank BPAY 27888 92473487 WAM Leaders PP

-\$30,000.00

Biller nickname

WAM Leaders

Shooks Super

Biller code

0000027888

From

CDIA 067-167 1775 2609

On

Mon 01 May 2023, 03:55:32 PM (Syd/Melb Time)

Your description

WAM Leaders PP

Customer reference

92473487

Receipt number

N250130180565





019_15472_2112

MR LANCE SHOOKS &
MRS CHRISTINA SHOOKS
<SHOOKS SUPER FUND A/C>
UNIT 15 35 EDIE PAYNE CL
NICHOLLS ACT 2913

Notification of CHESS Holding

Notice Date	12-05-2023
Security	Fully Paid Ordinary Shares
Code	WLE
CHESS HIN	0032966985
Transaction Description	Securities Purchase Plan
Quantity Allotted	20,576

NOTE: This is a notification only. ASX Settlement Pty Limited will dispatch a statement detailing all transactions at the end of the month.

The Australian Tax Office advises you to keep this statement. Disposal of securities may lead to capital gains tax. Phone 1300 720 092 if you need a Guide to capital gains tax.

Record Date: 7:00pm (Sydney time) 13 April 2023

Closing Date: 5:00pm (Sydney time) 8 May 2023

Refer to section B below for details on how the Offer Price will be calculated*



019_15330_1655

MR LANCE SHOOKS &
MRS CHRISTINA SHOOKS
<SHOOKS SUPER FUND A/C>
UNIT 15 35 EDIE PAYNE CL
NICHOLLS ACT 2913



X0032966985

This is an important document, which requires your immediate attention. If you are in any doubt as to how to deal with this document, please contact an appropriate professional adviser. Terms not defined in this Application Form have the meaning given in the Share Purchase Plan Offer Booklet (Offer Booklet) announced on the ASX on Friday 14 April 2023.

A Offer Details

Eligible Shareholders are entitled to apply to purchase a parcel of Shares under the SPP with a minimum application amount of A\$500 and a maximum application amount of A\$30,000.

Before applying for Shares you should read the Offer Booklet announced on the ASX on Friday 14 April 2023 and the 'Applicant's Certification and Acknowledgments' on the back of this Application Form carefully.

This SPP is non-renounceable meaning that you cannot transfer your right to purchase Shares to another person. Applications can only be accepted in the name printed on the Application Form.

If you are a custodian, trustee or nominee within the definition of 'custodian' (as defined in paragraph 4 of ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 (Custodian)), you must complete and return this Application Form together with the Custodian Certificate referred to in Section F of this Application Form.

If you do not wish to subscribe for Shares under the SPP, there is no need to take any action.

B Offer Choice

Indicate the parcel of Shares you wish to apply for by marking one box only below:

<input type="checkbox"/> Offer A A\$500	<input type="checkbox"/> Offer B A\$1,000	<input type="checkbox"/> Offer C A\$2,500	<input type="checkbox"/> Offer D A\$5,000	<input type="checkbox"/> Offer E A\$7,500
<input type="checkbox"/> Offer F A\$10,000	<input type="checkbox"/> Offer G A\$12,500	<input type="checkbox"/> Offer H A\$15,000	<input type="checkbox"/> Offer I A\$17,500	<input type="checkbox"/> Offer J A\$20,000
<input type="checkbox"/> Offer K A\$22,500	<input type="checkbox"/> Offer L A\$25,000	<input type="checkbox"/> Offer M A\$27,500	<input checked="" type="checkbox"/> Offer N A\$30,000	

*The offer price will be at the lower of: (i) \$1.4749 per share, equal to the Company's estimated pre-tax NTA backing per share as at 31 March 2023 (NTA Price); or (ii) at a 2.5% discount to the 5-day VWAP at the issue date (VWAP Price). The Issue Price may be adjusted if required to comply with the ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 and ASX Listing Rules. For further information on the Issue Price, please refer to Section 4 of the Offer Booklet.

C Payment Details

If you were entitled to participate in the previously withdrawn Share Purchase Plan, the BPAY details for the new offer have changed. Please ensure you use the below BPAY details.

Payment may only be made by BPAY or cheque, bank draft or money order and in Australian dollars. Cash will not be accepted and payments cannot be made at any bank. Custodians cannot make payment by BPAY.

Payment Option 1 - BPAY



Billers Code: **27888**

Customer Reference Number

CRN: **92473487**

Telephone and Internet Banking - BPAY®

Contact your bank, credit union or building society to make this payment from your cheque or savings account.

- To pay via BPAY please contact your participating financial institution.
- If paying by BPAY you do not need to return this Application Form.
- Please ensure you pay the correct amount. If your BPAY payment:

85000 - Income Tax Payable/Refundable

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
85000	Income Tax Payable/Refundable	\$27,538.53	\$50,876.21	(45.87)%
TOTAL		CY Balance	LY Balance	
		\$27,538.53	\$50,876.21	

Supporting Documents

- Statement of Taxable Income [Report](#)
- Exempt Pension Reconciliation [Report](#)
- Tax Reconciliation Report [Report](#)
- Non Deductible Expense Reconciliation [Report](#)
- ATO ICA.pdf
- ATO ITA.pdf
- Manual Tax Calc.pdf
- certificate_310707_v1.pdf

Standard Checklist

- Attach Actuarial Certificate (if applicable)
- Attach any other Tax reconciliations
- Attach copy of Actuarial if relevant
- Attach copy of Exempt Pension Reconciliation (if applicable)
- Attach copy of Non Deductible Expense Reconciliation (if applicable)
- Attach copy of Statement of Taxable Income
- Attach copy of Tax Reconciliation Report
- Attach Operating Statement with manual tax calculation
- Confirm Transactions in ATO Portal

Shooks Superannuation Fund

Exempt Current Pension Income Reconciliation

For The Period 01 July 2022 - 30 June 2023

Date	Account Code	Account Description	Taxable Amount	Actuary/Pool %	Exempt Amount
Segment - 01 July 2022 to 30 June 2023					
Label C					
01/07/2022	25000/CBA10204971	CBA 4971	0.45		
01/08/2022	25000/CBA17752609	CBA 2609	10.62		
01/08/2022	25000/CBA10204971	CBA 4971	4.58		
01/09/2022	25000/CBA10204971	CBA 4971	15.20		
01/09/2022	25000/CBA17752609	CBA 2609	1.83		
01/10/2022	25000/CBA10204971	CBA 4971	28.60		
01/11/2022	25000/CBA10204971	CBA 4971	77.46		
01/11/2022	25000/CBA17752609	CBA 2609	268.28		
01/12/2022	25000/CBA17752609	CBA 2609	491.80		
01/12/2022	25000/CBA10204971	CBA 4971	145.38		
01/01/2023	25000/CBA10204971	CBA 4971	157.83		
01/01/2023	25000/CBA17752609	CBA 2609	291.75		
01/02/2023	25000/CBA17752609	CBA 2609	31.42		
01/02/2023	25000/CBA10204971	CBA 4971	158.70		
01/03/2023	25000/CBA17752609	CBA 2609	48.30		
01/03/2023	25000/CBA10204971	CBA 4971	147.95		
01/04/2023	25000/CBA10204971	CBA 4971	194.25		
01/04/2023	25000/CBA17752609	CBA 2609	174.34		
01/05/2023	25000/CBA10204971	CBA 4971	134.82		
01/05/2023	25000/CBA17752609	CBA 2609	212.08		
01/06/2023	25000/CBA17752609	CBA 2609	121.63		

Shooks Superannuation Fund

Exempt Current Pension Income Reconciliation

For The Period 01 July 2022 - 30 June 2023

	Date	Account Code	Account Description	Taxable Amount	Actuary/Pool %	Exempt Amount
Label C						
	01/06/2023	25000/CBA10204971	CBA 4971	8.50		
			Total	2,725.77	98.580 %	2,687.07
Label K						
	15/09/2022	23900/PTM.AX	Platinum Asset Management Limited	3,500.00		
	23/09/2022	23900/APE.AX	Eagers Automotive Limited	539.00		
	27/09/2022	23900/DSK.AX	Dusk Group Limited	5,000.00		
	30/09/2022	23900/PPT.AX	Perpetual Limited	2,910.00		
	13/10/2022	23900/S32.AX	South32 Limited	5,026.21		
	13/10/2022	23900/IGL.AX	Ive Group Limited	4,000.00		
	28/10/2022	23900/CDM.AX	Cadence Capital Limited	2,200.00		
	30/11/2022	23900/WLE.AX	Wam Leaders Limited	0.04		
	27/01/2023	23900/IPL.AX	Incitec Pivot Limited	1,700.00		
	17/03/2023	23900/PTM.AX	Platinum Asset Management Limited	4,550.00		
	28/03/2023	23900/DSK.AX	Dusk Group Limited	4,000.00		
	31/03/2023	23900/APE.AX	Eagers Automotive Limited	2,180.50		
	13/04/2023	23900/IGL.AX	Ive Group Limited	5,700.00		
	21/04/2023	23900/WAX.AX	Wam Research Limited	7,306.80		
	24/04/2023	23900/WMI.AX	Wam Microcap Limited	5,324.24		
	24/04/2023	23900/WGB.AX	Wam Global Limited	1,972.88		
	28/04/2023	23900/CDM.AX	Cadence Capital Limited	4,200.00		
	26/05/2023	23900/WAM.AX	WAM Capital Limited	2,325.00		
	01/06/2023	23900/BOQ.AX	Bank Of Queensland Limited.	1,000.00		

Shooks Superannuation Fund

Exempt Current Pension Income Reconciliation

For The Period 01 July 2022 - 30 June 2023

	Date	Account Code	Account Description	Taxable Amount	Actuary/Pool %	Exempt Amount
Label K						
	09/06/2023	23900/WLE.AX	Wam Leaders Limited	4,300.97		
			Total	67,735.64	98.580 %	66,773.80
Label L						
	15/09/2022	23900/PTM.AX	Platinum Asset Management Limited	1,500.00		
	23/09/2022	23900/APE.AX	Eagers Automotive Limited	231.00		
	27/09/2022	23900/DSK.AX	Dusk Group Limited	2,142.86		
	30/09/2022	23900/PPT.AX	Perpetual Limited	1,247.14		
	13/10/2022	23900/S32.AX	South32 Limited	2,154.09		
	13/10/2022	23900/IGL.AX	Ive Group Limited	1,714.29		
	28/10/2022	23900/CDM.AX	Cadence Capital Limited	942.86		
	30/11/2022	23900/WLE.AX	Wam Leaders Limited	0.02		
	27/01/2023	23900/IPL.AX	Incitec Pivot Limited	728.57		
	17/03/2023	23900/PTM.AX	Platinum Asset Management Limited	1,800.00		
	28/03/2023	23900/DSK.AX	Dusk Group Limited	1,714.29		
	31/03/2023	23900/APE.AX	Eagers Automotive Limited	934.50		
	13/04/2023	23900/IGL.AX	Ive Group Limited	2,035.71		
	21/04/2023	23900/WAX.AX	Wam Research Limited	3,131.49		
	24/04/2023	23900/WMI.AX	Wam Microcap Limited	2,281.82		
	24/04/2023	23900/WGB.AX	Wam Global Limited	845.52		
	28/04/2023	23900/CDM.AX	Cadence Capital Limited	1,800.00		
	26/05/2023	23900/WAM.AX	WAM Capital Limited	996.43		
	01/06/2023	23900/BOQ.AX	Bank Of Queensland Limited.	428.57		

Shooks Superannuation Fund
Exempt Current Pension Income Reconciliation

For The Period 01 July 2022 - 30 June 2023

	Date	Account Code	Account Description	Taxable Amount	Actuary/Pool %	Exempt Amount
Label L						
	09/06/2023	23900/WLE.AX	Wam Leaders Limited	1,843.27		
			Total	28,472.43	98.580 %	28,068.13
					Total Segment ECPI *	97,529.00
					SMSF Annual Return Rounding	1.00
					Total ECPI	97,528.00

* Total Segment ECPI does not include ECPI amounts from Label A. The total ECPI from Label A is shown separately at the start of the report.

Shooks Superannuation Fund

Pension Non Deductible Expense Report

For The Period 01 July 2022 - 30 June 2023

	Date	Account Code	Account Description	Amount	Expense %	Deductible	Non Deductible	
Segment - 01 July 2022 to 30 June 2023								
Label H								
	10/10/2022	30700	Auditor's Remuneration	462.00				
			Total	462.00	98.580 %	6.56	455.44	
Label J								
	01/12/2022	31500	Bank Charges	2.50				
	09/06/2023	31500	Bank Charges	(2.50)				
	01/01/2023	31500	Bank Charges	2.50				
	09/06/2023	31500	Bank Charges	(2.50)				
	10/10/2022	30100	Accountancy Fees	2,398.00				
	09/06/2023	31500	Bank Charges	(2.50)				
	01/03/2023	31500	Bank Charges	2.50				
	01/04/2023	31500	Bank Charges	2.50				
	01/07/2022	31500	Bank Charges	2.50				
			Total	2,403.00	98.580 %	34.13	2,368.87	
	19/10/2022	30400	ATO Supervisory Levy	259.00				
			Total	259.00	0.000 %	259.00	0.00	
						Label Total	293.13	2,368.87
						Total Segment Expenses	299.69	2,824.31

Shooks Superannuation Fund

Pension Non Deductible Expense Report

For The Period 01 July 2022 - 30 June 2023

Date	Account Code	Account Description	Amount	Expense %	Deductible	Non Deductible
				Total Expenses *	299.69	2,824.31

* General expense percentage - 98.580 %

* Investment expense percentage - 98.580 %

Shooks Superannuation Fund

Statement of Taxable Income

For the year ended 30 June 2023

	2023
	\$
Benefits accrued as a result of operations	(4,833.38)
Less	
Increase in MV of investments	131,186.82
Exempt current pension income	97,528.00
Realised Accounting Capital Gains	(153,917.93)
Non Taxable Contributions	438.35
	<hr/> 75,235.24
Add	
SMSF non deductible expenses	2,823.00
Pension Payments	55,000.00
Franking Credits	28,472.43
	<hr/> 86,295.43
SMSF Annual Return Rounding	(0.81)
	<hr/> 6,226.00
Taxable Income or Loss	<hr/> 6,226.00
Income Tax on Taxable Income or Loss	933.90
Less	
Franking Credits	28,472.43
	<hr/>
CURRENT TAX OR REFUND	<hr/> (27,538.53)
Supervisory Levy	259.00
	<hr/>
AMOUNT DUE OR REFUNDABLE	<hr/> (27,279.53)

Shooks Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2023

Tax Return Label	Date	Account Code	Account Name	Amount \$
C - Income - Gross interest				
	01/07/2022	25000/CBA10204971	CBA 4971	0.45
	01/08/2022	25000/CBA17752609	CBA 2609	10.62
	01/08/2022	25000/CBA10204971	CBA 4971	4.58
	01/09/2022	25000/CBA10204971	CBA 4971	15.20
	01/09/2022	25000/CBA17752609	CBA 2609	1.83
	01/10/2022	25000/CBA10204971	CBA 4971	28.60
	01/11/2022	25000/CBA17752609	CBA 2609	268.28
	01/11/2022	25000/CBA10204971	CBA 4971	77.46
	01/12/2022	25000/CBA17752609	CBA 2609	491.80
	01/12/2022	25000/CBA10204971	CBA 4971	145.38
	01/01/2023	25000/CBA10204971	CBA 4971	157.83
	01/01/2023	25000/CBA17752609	CBA 2609	291.75
	01/02/2023	25000/CBA17752609	CBA 2609	31.42
	01/02/2023	25000/CBA10204971	CBA 4971	158.70
	01/03/2023	25000/CBA17752609	CBA 2609	48.30
	01/03/2023	25000/CBA10204971	CBA 4971	147.95
	01/04/2023	25000/CBA17752609	CBA 2609	174.34
	01/04/2023	25000/CBA10204971	CBA 4971	194.25
	01/05/2023	25000/CBA17752609	CBA 2609	212.08
	01/05/2023	25000/CBA10204971	CBA 4971	134.82
	01/06/2023	25000/CBA17752609	CBA 2609	121.63
	01/06/2023	25000/CBA10204971	CBA 4971	8.50
Sub-Total				2,725.77
Ignore Cents				0.77
Total				2,725.00
K - Franked dividend amount				
	15/09/2022	23900/PTM.AX	Platinum Asset Management Limited	3,500.00
	23/09/2022	23900/APE.AX	Eagers Automotive Limited	539.00
	27/09/2022	23900/DSK.AX	Dusk Group Limited	5,000.00
	30/09/2022	23900/PPT.AX	Perpetual Limited	2,910.00
	13/10/2022	23900/IGL.AX	Ive Group Limited	4,000.00
	13/10/2022	23900/S32.AX	South32 Limited	5,026.21
	28/10/2022	23900/CDM.AX	Cadence Capital Limited	2,200.00
	30/11/2022	23900/WLE.AX	Wam Leaders Limited	0.04
	27/01/2023	23900/IPL.AX	Incitec Pivot Limited	1,700.00
	17/03/2023	23900/PTM.AX	Platinum Asset Management Limited	4,550.00
	28/03/2023	23900/DSK.AX	Dusk Group Limited	4,000.00
	31/03/2023	23900/APE.AX	Eagers Automotive Limited	2,180.50
	13/04/2023	23900/IGL.AX	Ive Group Limited	5,700.00
	21/04/2023	23900/WAX.AX	Wam Research Limited	7,306.80
	24/04/2023	23900/WGB.AX	Wam Global Limited	1,972.88
	24/04/2023	23900/WMI.AX	Wam Microcap Limited	5,324.24
	28/04/2023	23900/CDM.AX	Cadence Capital Limited	4,200.00

Shooks Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2023

Tax Return Label	Date	Account Code	Account Name	Amount \$
K - Franked dividend amount				
	26/05/2023	23900/WAM.AX	WAM Capital Limited	2,325.00
	01/06/2023	23900/BOQ.AX	Bank Of Queensland Limited.	1,000.00
	09/06/2023	23900/WLE.AX	Wam Leaders Limited	4,300.97
Sub-Total				67,735.64
Ignore Cents				0.64
Total				67,735.00

L - Income - Dividend franking credit				
	15/09/2022	23900/PTM.AX	Platinum Asset Management Limited	1,500.00
	23/09/2022	23900/APE.AX	Eagers Automotive Limited	231.00
	27/09/2022	23900/DSK.AX	Dusk Group Limited	2,142.86
	30/09/2022	23900/PPT.AX	Perpetual Limited	1,247.14
	13/10/2022	23900/IGL.AX	Ive Group Limited	1,714.29
	13/10/2022	23900/S32.AX	South32 Limited	2,154.09
	28/10/2022	23900/CDM.AX	Cadence Capital Limited	942.86
	30/11/2022	23900/WLE.AX	Wam Leaders Limited	0.02
	27/01/2023	23900/IPL.AX	Incitec Pivot Limited	728.57
	17/03/2023	23900/PTM.AX	Platinum Asset Management Limited	1,800.00
	28/03/2023	23900/DSK.AX	Dusk Group Limited	1,714.29
	31/03/2023	23900/APE.AX	Eagers Automotive Limited	934.50
	13/04/2023	23900/IGL.AX	Ive Group Limited	2,035.71
	21/04/2023	23900/WAX.AX	Wam Research Limited	3,131.49
	24/04/2023	23900/WGB.AX	Wam Global Limited	845.52
	24/04/2023	23900/WMI.AX	Wam Microcap Limited	2,281.82
	28/04/2023	23900/CDM.AX	Cadence Capital Limited	1,800.00
	26/05/2023	23900/WAM.AX	WAM Capital Limited	996.43
	01/06/2023	23900/BOQ.AX	Bank Of Queensland Limited.	428.57
	09/06/2023	23900/WLE.AX	Wam Leaders Limited	1,843.27
Sub-Total				28,472.43
Ignore Cents				0.43
Total				28,472.00

R1 - Assessable employer contributions				
	21/07/2022	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	116.21
	04/08/2022	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	248.82
	18/08/2022	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	462.21
	01/09/2022	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	23.79
	15/09/2022	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	291.15
	29/09/2022	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	356.82
	13/10/2022	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	291.62
	27/10/2022	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	162.09

Shooks Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2023

Tax Return Label	Date	Account Code	Account Name	Amount \$
R1 - Assessable employer contributions				
	10/11/2022	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	415.87
	24/11/2022	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	303.56
	08/12/2022	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	307.52
	22/12/2022	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	179.64
	05/01/2023	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	19.46
	02/02/2023	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	72.96
	16/02/2023	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	241.76
	02/03/2023	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	326.30
	16/03/2023	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	169.71
	30/03/2023	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	274.44
	13/04/2023	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	272.92
	27/04/2023	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	132.06
	11/05/2023	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	141.13
	25/05/2023	24200/SHOLAN00001A	(Contributions) Shooks, Lance - Accumulation (Accumulation)	311.93
Sub-Total				5,121.97
Ignore Cents				0.97
Total				5,121.00
R - Assessable contributions (R1 plus R2 plus R3 less R6)				
			Assessable employer contributions	5,121.97
Sub-Total				5,121.97
Ignore Cents				0.97
Total				5,121.00
W - GROSS INCOME (Sum of labels A to U)				
				104,053.00
Sub-Total				104,053.00
Ignore Cents				0.00
Total				104,053.00
Y - Income - Exempt current pension income				
				97,528.00
Sub-Total				97,528.00
Ignore Cents				0.00
Total				97,528.00
V - TOTAL ASSESSABLE INCOME (W less Y)				
				6,525.00

Shooks Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2023

Tax Return Label	Date	Account Code	Account Name	Amount \$
V - TOTAL ASSESSABLE INCOME (W less Y)				
Sub-Total				6,525.00
Ignore Cents				0.00
Total				6,525.00
H1 - Expenses - SMSF auditor fee				
	10/10/2022	30700	Auditor's Remuneration	6.56
Sub-Total				6.56
Ignore Cents				0.56
Total				6.00
H2 - Expenses - SMSF auditor fee non deductible				
	10/10/2022	30700	Auditor's Remuneration	455.44
Sub-Total				455.44
Ignore Cents				0.44
Total				455.00
J1 - Expenses - Management and administration expenses				
	01/07/2022	31500	Bank Charges	0.04
	10/10/2022	30100	Accountancy Fees	34.05
	01/12/2022	31500	Bank Charges	0.04
	01/01/2023	31500	Bank Charges	0.04
	01/03/2023	31500	Bank Charges	0.04
	01/04/2023	31500	Bank Charges	0.04
	09/06/2023	31500	Bank Charges	(0.04)
	09/06/2023	31500	Bank Charges	(0.04)
	09/06/2023	31500	Bank Charges	(0.04)
	19/10/2022	30400	ATO Supervisory Levy	259.00
Sub-Total				293.12
Ignore Cents				0.12
Total				293.00
J2 - Expenses - Management and administration expenses non deductible				
	01/07/2022	31500	Bank Charges	2.46
	10/10/2022	30100	Accountancy Fees	2,363.95
	01/12/2022	31500	Bank Charges	2.46
	01/01/2023	31500	Bank Charges	2.46
	01/03/2023	31500	Bank Charges	2.46
	01/04/2023	31500	Bank Charges	2.46
	09/06/2023	31500	Bank Charges	(2.46)
	09/06/2023	31500	Bank Charges	(2.46)
	09/06/2023	31500	Bank Charges	(2.46)
Sub-Total				2,368.88
Ignore Cents				0.88
Total				2,368.00
N - TOTAL DEDUCTIONS				

Shooks Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2023

Tax Return Label	Date	Account Code	Account Name	Amount
N - TOTAL DEDUCTIONS				
				299.00
Sub-Total				299.00
Ignore Cents				0.00
Total				299.00
Y - TOTAL NON DEDUCTIBLE EXPENSES				
				2,823.00
Sub-Total				2,823.00
Ignore Cents				0.00
Total				2,823.00
O - TAXABLE INCOME OR LOSS				
				6,226.00
Sub-Total				6,226.00
Ignore Cents				0.00
Total				6,226.00
Z - TOTAL SMSF EXPENSES				
				3,122.00
Sub-Total				3,122.00
Ignore Cents				0.00
Total				3,122.00
A - Taxable income				
				6,226.00
Sub-Total				6,226.00
Ignore Cents				0.00
Total				6,226.00
T1 - Tax on taxable income				
				933.90
Sub-Total				933.90
Ignore Cents				0.00
Total				933.90
B - Gross Tax				
				933.90
Sub-Total				933.90
Ignore Cents				0.00
Total				933.90
T2 - SUBTOTAL				
				933.90
Sub-Total				933.90
Ignore Cents				0.00
Total				933.90

Shooks Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2023

Tax Return Label	Date	Account Code	Account Name	Amount \$
T3 - SUBTOTAL 2				
				933.90
Sub-Total				933.90
Ignore Cents				0.00
Total				933.90
E1 - Complying fund's franking credits tax offset				
	15/09/2022	23900/PTM.AX	Platinum Asset Management Limited	1,500.00
	23/09/2022	23900/APE.AX	Eagers Automotive Limited	231.00
	27/09/2022	23900/DSK.AX	Dusk Group Limited	2,142.86
	30/09/2022	23900/PPT.AX	Perpetual Limited	1,247.14
	13/10/2022	23900/IGL.AX	Ive Group Limited	1,714.29
	13/10/2022	23900/S32.AX	South32 Limited	2,154.09
	28/10/2022	23900/CDM.AX	Cadence Capital Limited	942.86
	30/11/2022	23900/WLE.AX	Wam Leaders Limited	0.02
	27/01/2023	23900/IPL.AX	Incitec Pivot Limited	728.57
	17/03/2023	23900/PTM.AX	Platinum Asset Management Limited	1,800.00
	28/03/2023	23900/DSK.AX	Dusk Group Limited	1,714.29
	31/03/2023	23900/APE.AX	Eagers Automotive Limited	934.50
	13/04/2023	23900/IGL.AX	Ive Group Limited	2,035.71
	21/04/2023	23900/WAX.AX	Wam Research Limited	3,131.49
	24/04/2023	23900/WGB.AX	Wam Global Limited	845.52
	24/04/2023	23900/WMI.AX	Wam Microcap Limited	2,281.82
	28/04/2023	23900/CDM.AX	Cadence Capital Limited	1,800.00
	26/05/2023	23900/WAM.AX	WAM Capital Limited	996.43
	01/06/2023	23900/BOQ.AX	Bank Of Queensland Limited.	428.57
	09/06/2023	23900/WLE.AX	Wam Leaders Limited	1,843.27
Sub-Total				28,472.43
Ignore Cents				0.00
Total				28,472.43
E - Refundable tax offsets				
				28,472.43
Sub-Total				28,472.43
Ignore Cents				0.00
Total				28,472.43
I - Remainder of refundable tax offsets				
				27,538.53
Sub-Total				27,538.53
Ignore Cents				0.00
Total				27,538.53
L - Supervisory levy				
				259.00

Shooks Superannuation Fund
Tax Reconciliation Report

For the year ended 30 June 2023

Tax Return Label	Date	Account Code	Account Name	Amount \$
<hr/>				
L - Supervisory levy				
Sub-Total				259.00
Ignore Cents				0.00
Total				259.00
<hr/>				
S - AMOUNT DUE OR REFUNDABLE				
				(27,279.53)
Sub-Total				(27,279.53)
Ignore Cents				0.00
Total				(27,279.53)



Australian Government
Australian Taxation Office

Agent GLR ACCOUNTANTS PTY LTD
Client SHOOKS SUPERANNUATION
FUND

Activity statement 001

Date generated	28 August 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

0 results found - from **28 August 2021** to **28 August 2023** sorted by **processed date** ordered **newest to oldest**



Australian Government
Australian Taxation Office

Agent GLR ACCOUNTANTS PTY LTD
Client SHOOKS SUPERANNUATION
FUND
ABN 15 971 245 243

Income tax 551

Date generated	18 September 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

4 results found - from **18 September 2021** to **18 September 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
14 Oct 2022	19 Oct 2022	EFT refund for Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$50,617.21		\$0.00
13 Oct 2022	13 Oct 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22		\$50,617.21	\$50,617.21 CR
15 Oct 2021	20 Oct 2021	EFT refund for Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$24,146.34		\$0.00
15 Oct 2021	15 Oct 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21		\$24,146.34	\$24,146.34 CR

Level 2/11 York Street
Sydney NSW 2000

GPO Box 5311
Sydney NSW 2001

limeactuarial.com.au
certificates@limeactuarial.com.au
1300 546 300
02 8096 5901

18 September 2023

Certificate No. 310707.1

The Trustees
Shooks Superannuation Fund

Dear Trustees,

SECTION 295-390 ACTUARIAL CERTIFICATE

This Actuarial Certificate is prepared for Shooks Superannuation Fund for the financial year ending 30 June 2023. It complies with The Institute of Actuaries of Australia Professional Standard 406.

Information I have relied upon

This Actuarial Certificate relies upon information provided to us by your accountant on behalf of the Trustees of Shooks Superannuation Fund. The key information I have relied upon is shown in Appendix 1.

You have stated that:

- Any assets segregated by election (using separate asset pools) have been removed from the data entered.
- The Fund has met the Minimum Pension Standards. That is, the required minimum amount has been withdrawn from the pension during the financial year.
- The types of pensions in the Fund include Allocated Pensions, Market-linked pensions, Term allocated pensions and Account based pensions. They do not include Defined Benefits pensions.
- The pensions valued meet the requirements to be considered Retirement Superannuation Income Streams under the Income Tax Assessment Act 1997.

My calculations have been based on draft financial statements. If any information provided, as shown in Appendix 1, changes materially then you should revise that information and obtain an updated Actuarial Certificate. If you don't have login details then you can contact Lime Actuarial to obtain your login details. There is no charge for updating your Actuarial Certificate.

Exempt proportion

The fund had unsegregated assets during these periods:

- 1 July 2022 to 30 June 2023

For the remainder of the year (if applicable), all assets were segregated. During the period where there were unsegregated assets, the exempt proportion of assessable income is calculated as follows:

	Start of year	End of year	Average
Unsegregated Retirement Income Stream Liabilities	\$984,166	\$1,000,999*	\$972,705
Unsegregated Superannuation liabilities	\$995,488	\$1,018,359*	\$986,689
Exempt Proportion			98.58%

*Estimate

The estimated net assets at 30 June 2023 were \$1,018,359.

The average liabilities are calculated with regard to all transactions taking place during the period in which there were unsegregated assets.

I certify that **98.58%** of investment income earned by the fund during the year ended 30 June 2023 and relating to unsegregated assets, is exempt from tax. The specific exempt percentages for each member are:

	Tax exempt %	Taxable %
Lance Shooks	46.07%	1.42%
Christina Shooks	52.51%	0.00%
Reserves	0.00%	0.00%
Total	98.58%	1.42%

Adequacy

By definition, the value of assets and liabilities of account based income streams must be equal. Therefore I am satisfied that the value of assets at 30 June 2023 is sufficient to meet the fund's liabilities as they fall due.

Yours sincerely,



Greg Einfeld MEd, MBA
Fellow of the Institute of Actuaries of Australia

APPENDIX 1: INFORMATION YOU HAVE PROVIDED

Fund details

Fund name	Shooks Superannuation Fund
Fund ABN	15971245243
Trustee Type	Individual
Number of Trustees	2
Trustee name	Lance Shooks Christina Shooks
Financial Year	2022-2023
Fund established during the financial year?	No
Fund wound up during the financial year?	No
Are there any assets segregated by election?	No

Member details

Member name	Date of birth	Joined during this year?	Exited the fund?	Exit the fund as a result of death?
Lance Shooks	14/07/1957	No	No	No
Christina Shooks	24/12/1957	No	No	No

Opening Balances

Name	Non Retirement Balance	Retirement Balance	Fund Reserves
Lance Shooks	\$11,322.29	\$460,678.15	N/A
Christina Shooks	\$0.00	\$523,487.53	N/A
Reserve	N/A	N/A	\$0.00

Member Cash (External) Transactions

Transaction Type	Date	Amount	Member
Concessional Contribution	21/07/2022	\$116.21	Lance Shooks
Concessional Contribution	04/08/2022	\$248.82	Lance Shooks
Concessional Contribution	18/08/2022	\$462.21	Lance Shooks
Concessional Contribution	01/09/2022	\$23.79	Lance Shooks
Concessional Contribution	15/09/2022	\$291.15	Lance Shooks
Concessional Contribution	29/09/2022	\$356.82	Lance Shooks
Concessional Contribution	13/10/2022	\$291.62	Lance Shooks
Concessional Contribution	27/10/2022	\$162.09	Lance Shooks
Non-Concessional Contribution	27/10/2022	\$438.35	Lance Shooks
Concessional Contribution	10/11/2022	\$415.87	Lance Shooks
Concessional Contribution	24/11/2022	\$303.56	Lance Shooks
Concessional Contribution	08/12/2022	\$307.52	Lance Shooks
Concessional Contribution	22/12/2022	\$179.64	Lance Shooks
Concessional Contribution	05/01/2023	\$19.46	Lance Shooks
Concessional Contribution	02/02/2023	\$72.96	Lance Shooks
Concessional Contribution	16/02/2023	\$241.76	Lance Shooks
Concessional Contribution	02/03/2023	\$326.30	Lance Shooks
Concessional Contribution	16/03/2023	\$169.71	Lance Shooks
Concessional Contribution	30/03/2023	\$274.44	Lance Shooks
Concessional Contribution	13/04/2023	\$272.92	Lance Shooks
Concessional Contribution	27/04/2023	\$132.06	Lance Shooks
Concessional Contribution	11/05/2023	\$141.13	Lance Shooks
Concessional Contribution	25/05/2023	\$311.93	Lance Shooks
Retirement Withdrawal	18/10/2022	\$2,500.00	Lance Shooks
Retirement Withdrawal	18/10/2022	\$2,500.00	Christina Shooks
Retirement Withdrawal	27/04/2023	\$25,000.00	Lance Shooks
Retirement Withdrawal	08/05/2023	\$25,000.00	Christina Shooks

Non Cash (Internal) Transactions

Transaction Type	Date	Member	Amount
No non cash (Internal) transactions found.			

Other Super Funds Opening Balances

Name	Non Retirement Balance	Retirement Balance
Lance Shooks	\$0.00	\$0.00
Christina Shooks	\$0.00	\$0.00

Closing Balances

Date	Amount
30/6/2023	\$1,018,358.73*

*Estimate

APPENDIX 2:**Description of Member Cash Transaction Types**

Transaction Type	Includes
Concessional Contribution	One off and regular Concessional contributions
Non-Concessional Contribution	Non-Concessional Contributions
Transfer In	Transfers from outside the fund into accumulation accounts including Rollovers In and Insurance claims received.
Non Retirement Withdrawal	One off and regular amounts paid out of the fund from TTR accounts where the member has not met a condition of release and from accumulation accounts. Includes lump sum benefits, death benefits, rollovers out, insurance premiums, and pension drawdowns from TTR accounts where the member has not met a condition of release.
Retirement Withdrawal	One off and regular amounts paid out of the fund from TTR accounts where the member has met a condition of release and from Account Based Pension accounts. Includes pension drawdowns, lump sum benefits, death benefits, rollovers out, insurance premiums.

Description of Non-Cash Transaction Types

Transaction Type	Includes
Account Based Pension Commencements	Account Based Pensions commenced during the financial year. Do not include pensions commenced in previous years, these are shown as opening balances. Do not include TTR Pensions. An Account Based Pension commencement involves transferring member balances from Accumulation to Account Based Pension.
Retirement Pension Commutation	Retirement Pensions ceased either in part or in entirety, where balances are transferred from Retirement (TTR pension where a condition of release has been met, and Account Based Pension) to Accumulation.
Retirement Pension Reversion	Transfers of a retirement pension balance from a deceased member to a surviving spouse.
Conversions from TTR to Retirement Pension	Conversion of a TTR to a Retirement Pension when a member meets a condition of release.
Contribution Split	Contributions which are split from one spouse to another. The amount split will be up to 85% of the original concessional contribution. Note that the original concessional contribution will also be shown on this form if it took place in the same year.
Transfers from Reserves to Non Retirement	Transfer from reserve account to a member Accumulation account or TTR pension.
Transfers from Reserves to Retirement	Transfer from reserve account to a member TTR pension where a condition of release has been met or Account Based Pension.

APPENDIX 3: ASSUMPTIONS

I have assumed that all transactions occur before investment income is earned each day

No assumptions are required to calculate the rate of increase in pension liability and earning rate as by definition, the value of assets and liabilities of account based income streams must be equal.

Shooks Superannuation Fund

Operating Statement

For the year ended 30 June 2023

	Note	2023	2022
		\$	\$
Income			
Investment Income			
Dividends Received	FC \$28,472.43	67,735.64	120,396.64
Interest Received		2,725.77	21.88
Contribution Income			
Employer Contributions		5,121.97	2,922.13
Other Contributions		438.35	500.00
Total Income		<u>76,021.73</u>	<u>123,840.65</u>
Expenses			
Accountancy Fees		2,398.00	1,738.00
ATO Supervisory Levy		259.00	259.00
Auditor's Remuneration		462.00	451.00
Bank Charges		5.00	(0.11)
Investment Expenses		0.00	21,509.44
		<u>3,124.00</u>	<u>23,957.33</u>
Member Payments			
Pensions Paid		55,000.00	79,000.00
Investment Losses			
Changes in Market Values		22,731.11	426,077.94
Total Expenses		<u>80,855.11</u>	<u>529,035.27</u>
Benefits accrued as a result of operations before income tax			
Income Tax Expense		(4,833.38)	(405,194.62)
Benefits accrued as a result of operations		<u>22,705.15</u>	<u>(354,318.41)</u>

Gross income: $\$2,726 + \$67,736 + \$28,472 = \$98,934$

Exempt pension income: $\$98,934 \times 98.58\% = \$97,529$

=> Total assessable income: $\$98,934 + \$5,121 - \$97,529 = \$6,525$

Deductible expenses: $\$2,865 \times 1.42\% + \$259 = \$299$

=> Taxable Income: $\$6,226 \times 0.15 = \933.90

88000 - Sundry Creditors

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Account Code	Description	CY Balance	LY Balance	Change
88000	Sundry Creditors	\$0.00		0%
TOTAL		CY Balance	LY Balance	
		\$0.00		

Supporting Documents

○ General Ledger [Report](#)

Standard Checklist

Attach all source documentation and confirmations of Liability

Shooks Superannuation Fund

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
Sundry Creditors (88000)					
<u>Sundry Creditors (88000)</u>					
01/08/2022	Miscellaneous debits		4.00		4.00 DR
01/11/2022	Miscellaneous debits		125.00		129.00 DR
01/12/2022	Miscellaneous debits		230.00		359.00 DR
01/01/2023	Miscellaneous debits		136.00		495.00 DR
01/02/2023	Miscellaneous debits		14.00		509.00 DR
01/03/2023	Miscellaneous debits		22.00		531.00 DR
01/04/2023	Miscellaneous debits		81.00		612.00 DR
01/05/2023	Miscellaneous debits		99.00		711.00 DR
01/06/2023	Miscellaneous debits		56.00		767.00 DR
13/06/2023	Miscellaneous credits			767.00	0.00 DR
			767.00	767.00	0.00 DR

Total Debits: 767.00

Total Credits: 767.00

A - Financial Statements

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Supporting Documents

- shooks sf 2022 - signed audit report - copy_r483444.pdf
- Shooks Super Fund 2022 Signed.pdf
- Shooks Super Fund 2023 Signed.pdf

Standard Checklist

- Attach copy of current year tax return from XPM
- Attach copy of Financial Statements
- Attach copy of prior year tax return and financial statements



Directors: Bryce Gorrell
David Long
Anthony Robertson
Brett Hanlon

B. Comm C.A.
B.A. (ACC.) C.A.
B.Bus CPA
B.Com Acc C.A.

Elkon House
20-24 Trenerry Street
PO Box 3875
Weston ACT 2611

T: (02) 6287 2655
F: (02) 6287 2411
admin@glraccountants.com.au
www.glraccountants.com.au

12 September 2022

Dear Lance,

We enclose your completed Self Managed Superannuation Tax return for Shooks Superannuation Fund, for the period ending 30 June 2022. Based upon our calculations you will have a **amount refundable of \$50,617.21.**

Please check the attached return and ask us if you have any questions or if there is anything you do not understand. We are happy to answer any queries you may have.

If you are satisfied the return is correct, please sign where indicated and return to our office together with payment of our fee account.

The tax return will be lodged when our fee account is paid.

The ATO requires your tax return information to be kept for up to four years from lodgement. Under self-assessment the ATO can audit your tax return at any time during those four years.

Thank you for the opportunity to assist you with your work this year.

Kind regards,

GLR Accountants

SMSF Tax Return

Audit

2022

1 Jul 2021—30 Jun 2022

TFN Recorded

PART A ELECTRONIC LODGMENT DECLARATION (FORM P, T, F, SMSF OR EX)

This declaration is to be completed where the tax return is to be lodged via the Tax Office's electronic lodgment service (ELS). It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

Privacy

The ATO is authorised by the *Taxation Administration Act 1953* to request the provision of tax file numbers (TFNs). The ATO will use the TFNs to identify each partner or beneficiary or entity in our records. It is not an offence not to provide the TFNs. However, you cannot lodge your tax return electronically if you do not quote your TFN.

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

The Australian Business Register

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

Please refer to the privacy statement on the Australian Business Register (ABR) website (www.abr.gov.au) for further information - it outlines our commitment to safeguarding your details.

Electronic Funds Transfer – Direct Debit

Where you have requested an EFT direct debit some of your details will be provided to your financial institution and the Tax Office's sponsor bank to facilitate the payment of your taxation liability from your nominated account.

Tax File Number	Name of partnership, trust, fund or entity	Year
TFN Recorded	Shooks Superannuation Fund	2022


I authorise my tax agent to electronically transmit this tax return via the electronic lodgment service.

Important

Before making this declaration please check to ensure that all income has been disclosed and the tax return is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the Tax Office. The tax law provides heavy penalties for false or misleading statements on tax returns.

Declaration - I declare that:

- the information provided to my registered tax agent for the preparation of this tax return, including any applicable schedules is true and correct, and
- the agent is authorised to lodge this tax return.

Signature of partner, trustee or director 	Date 07-10-22
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PART B ELECTRONIC FUNDS TRANSFER CONSENT

This declaration is to be completed when an electronic funds transfer EFT of a refund is requested and the tax return is being lodged through the electronic lodgment service ELS.


This declaration must be signed by the taxpayer prior to the EFT details being transmitted to the Tax Office. If you elect for an EFT, all details below must be completed.

Important

Care should be taken when completing EFT details as the payment of any refund, including any family tax benefit, will be made to the account specified.

Agent Ref No.	Account Name
73006009	Shooks Superannuation Fund

I authorise the refund to be deposited directly to the account specified.

Signature 	Date 07 10 22
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**PART D TAX AGENTS CERTIFICATE (SHARED FACILITIES USERS ONLY)**

Client Ref	Agent Ref No.	Contact Name	Contact No.
000276	73006009	GLR Accountants Pty Ltd	02 6287 2655

Declaration - I declare that:

- I have prepared this tax return and/or family tax benefit tax claim in accordance with the information supplied by the taxpayer
- I have received a declaration made by the taxpayer that the information provided to me for the preparation of this document is true and correct, and
- I am authorised by the taxpayer to lodge this tax return and any applicable schedules that are attached.

Agent's Signature	Date

Section A: Fund information

Period start				01/07/2021
Period end				30/06/2022
1 TAX FILE NUMBER				TFN Recorded
2 NAME OF SELF-MANAGED SUPERANNUATION FUND (SMSF)				Shooks Superannuation Fund
3 AUSTRALIAN BUSINESS NUMBER				15 971 245 243
4 CURRENT POSTAL ADDRESS				
Address	Town/City	State	Postcode	
PO Box 3875	Weston Creek	ACT	2611	
5 ANNUAL RETURN STATUS				
Is this the first required return for a newly registered SMSF?				No
6 SMSF AUDITOR				
Title				Mr
First name				Matthew
Family name				Williams
SMSF auditor number				100040364
Contact number				04-01656802
Auditor Address	Town/City	State	Postcode	
PO Box 1306	Capalaba	QLD	4157	
Was part A of the audit report qualified?				B No
Was part B of the audit report qualified?				C No
7 ELECTRONIC FUNDS TRANSFER (EFT)				
A. Fund's financial institution account details				
BSB number				067167
Account number				17752609
Account name				Shooks Superannuation Fund
I would like my tax refunds made to this account				Yes
C. Electronic service address alias				AUSPOSTSMSF
8 STATUS OF SMSF				
Australian superannuation fund?				A Yes
Fund benefit structure				B A
Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Contribution?				C Yes

10 EXEMPT CURRENT PENSION INCOME

Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year?		Yes
Exempt current pension income amount	A	\$170,308.00
Which method did you use to calculate your exempt current pension income?	B	Unsegregated
Was an actuarial certificate obtained?	D	Yes
Did the fund have any other income that was assessable?	E	Yes

Choosing 'No' means that you do not have any assessable income, including no-TFN quoted contributions. Go to Section C: Deductions and non-deductible expenses. **(Do not complete Section B: Income.)** If you are entitled to claim any tax offsets, you can list these at Section D: Income tax calculation statement.

Section B: Income**11 INCOME****Prior year losses brought forward**

Did you have a CGT event during the year?	G	Yes
Have you applied an exemption or rollover?	M	No
Net capital gain	A	\$0.00

Losses carried forward

Other Net Capital Losses		\$175,852.00
Gross interest income	C	\$31.00
Tax file number amounts withheld from gross interest		\$0.00
Transfers from foreign funds income	Number 0 F	
Unfranked dividends	J	\$240.00
Franked dividend income amount	K	\$120,156.00
Franking credit	L	\$51,506.00
Assessable contributions	(R1 + R2 + R3 less R6) R	\$2,922.00
Assessable employer contributions	R1	\$2,922.00
No-TFN-quoted contributions	R3	\$0.00
Gross income	W	\$174,855.00
Exempt current pension income	Y	\$170,308.00
Total assessable income	V	\$4,547.00

Section C: Deductions and non-deductible expenses

12 DEDUCTIONS

		Deductions		Non-Deductible Expenses
SMSF auditor fee	H1	\$4.00	H2	\$446.00
Investment expenses	I1	\$0.00	I2	\$24.00
Management and administration expenses	J1	\$275.00	J2	\$1,721.00
Totals	N	\$279.00	Y	\$2,191.00
Total SMSF expenses		(N + Y)	Z	\$2,470.00
Taxable income or loss		(TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)	O	\$4,268.00

Section D: Income tax calculation statement

13 CALCULATION STATEMENT

Taxable income		A	\$4,268.00
Tax on taxable income		T1	\$640.20
Tax on no-TFN-quoted contributions		J	\$0.00
Gross tax		B	\$640.20
Subtotal	(B less C - cannot be less than zero)	T2	\$640.20
Non-refundable carry forward tax offsets	(D1 + D2 + D3 + D4)	D	\$0.00
Early stage venture capital limited partnership tax offset		D1	\$0.00
Early stage venture capital limited partnership tax offset carried forward from previous year		D2	\$0.00
Early stage investor tax offset		D3	\$0.00
Early stage investor tax offset carried forward from previous year		D4	\$0.00
Subtotal	(T2 less D - cannot be less than zero)	T3	\$640.20
REFUNDABLE TAX OFFSETS	(E1 + E2 + E3 + E4)	E	\$51,506.41
Complying fund's franking credits tax offset		E1	\$51,506.41
Exploration credit tax offset		E4	\$0.00
Tax Payable		T5	\$0.00
Eligible credits	(H1 + H2 + H3 + H5 + H6 + H8)	H	\$10.00
Credit for tax withheld - where ABN or TFN not quoted (non-individual)		H3	\$10.00
Credit for TFN amounts withheld from payments from closely held trusts		H5	\$0.00
Credit for amounts withheld from foreign resident capital gains withholding		H8	\$0.00
Tax offset refunds (Remainder of refundable tax offsets)		I	\$50,866.21
Supervisory levy		L	\$259.00
Supervisory levy adjustment for wound up funds		M	\$0.00
Supervisory levy adjustment for new funds		N	\$0.00
Amount refundable		S	\$50,617.21

Section E: Losses

14 LOSSES

Net capital losses carried forward to later income years	V	\$175,852.00
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Section H: Assets and liabilities

15 ASSETS

15b Australian direct investments

Cash and term deposits	E	\$48,776.00
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Listed shares	H	\$895,834.00
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Other assets	O	\$50,876.00
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15d Overseas direct investments

Total Australian and overseas assets	U	\$995,486.00
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16 LIABILITIES

Total member closing account balances	W	\$995,487.00
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Total liabilities	Z	\$995,487.00
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Section K: Declarations

PREFERRED TRUSTEE OR DIRECTOR CONTACT DETAILS

Title	Mr
First name	Lance
Family name	Shooks
Contact number	02 62872655

TAX AGENT'S CONTACT DETAILS

First name	Brett
Family name	Hanlon
Contact number	02 62872655

Member 1 — Shooks, Christina (TFN Recorded)Account status OpenTax File Number TFN Recorded**INDIVIDUAL NAME**Title MrsGiven name Christina

Other given names

Family name Shooks

Suffix

Date of birth 24 Dec 1957

Date of death

CONTRIBUTIONSOpening account balance \$699,821.61Employer contributions **A**Principal Employer ABN **A1**Personal contributions **B**CGT small business retirement exemption **C**CGT small business 15 year exemption **D**Personal injury election **E**Spouse and child contributions **F**Other third party contributions **G**Proceeds from primary residence disposal **H**Receipt date **H1**Assessable foreign superannuation fund amount **I**Non-assessable foreign superannuation fund amount **J**Transfer from reserve: assessable amount **K**Transfer from reserve: non-assessable amount **L**Contributions from non-complying funds and previously non-complying funds **T**Any other contributions (including Super Co-contributions and Low Income Super Contributions) **M****Total Contributions** **N**

OTHER TRANSACTIONS

Allocated earnings or losses	O	(\$144,334.08)
Inward rollovers and transfers	P	
Outward rollovers and transfers	Q	
TRIS Count		
Accumulation phase account balance	S1	
Retirement phase account balance – Non CDBIS	S2	\$523,487.53
Retirement phase account balance – CDBIS	S3	
Accumulation phase value	X1	
Retirement phase value	X2	
Outstanding Limited recourse borrowing arrangement	Y	
Lump Sum payment	R1	
Income stream payment	R2	\$32,000.00
Closing account balance	S	\$523,487.53

Member 2 — Shooks, Lance (TFN Recorded)

Account status		Open
Tax File Number		TFN Recorded
INDIVIDUAL NAME		
Title		Mr
Given name		Lance
Other given names		
Family name		Shooks
Suffix		
Date of birth		14 Jul 1957
Date of death		
CONTRIBUTIONS		
Opening account balance		\$649,984.77
Employer contributions	A	\$2,922.13
Principal Employer ABN	A1	
Personal contributions	B	
CGT small business retirement exemption	C	
CGT small business 15 year exemption	D	
Personal injury election	E	
Spouse and child contributions	F	
Other third party contributions	G	
Proceeds from primary residence disposal	H	
Receipt date	H1	
Assessable foreign superannuation fund amount	I	
Non-assessable foreign superannuation fund amount	J	
Transfer from reserve: assessable amount	K	
Transfer from reserve: non-assessable amount	L	
Contributions from non-complying funds and previously non-complying funds	T	
Any other contributions (including Super Co-contributions and Low Income Super Contributions)	M	\$500.00
Total Contributions	N	\$3,422.13

OTHER TRANSACTIONS

Allocated earnings or losses	O	(\$134,406.46)
Inward rollovers and transfers	P	
Outward rollovers and transfers	Q	
TRIS Count		
Accumulation phase account balance	S1	\$11,322.29
Retirement phase account balance - Non CDBIS	S2	\$460,678.15
Retirement phase account balance - CDBIS	S3	
Accumulation phase value	X1	
Retirement phase value	X2	
Outstanding Limited recourse borrowing arrangement	Y	
Lump Sum payment	R1	
Income stream payment	R2	\$47,000.00
Closing account balance	S	\$472,000.44

Capital Gains Tax Schedule

1 CURRENT YEAR CAPITAL GAINS AND CAPITAL LOSSES	Capital gains	Capital losses
Shares in companies listed on an Australian securities exchange	A \$162,400.00	K \$238,824.00
Other shares	B	L
Units in unit trusts listed on an Australian securities exchange	C	M
Other units	D	N
Real estate situated in Australia	E	O
Other real estate	F	P
Amount of capital gains from a trust (including a managed fund)	G	
Collectables	H	Q
Other CGT assets and any other CGT events	I	R
Amount of capital gain previously deferred under transitional CGT relief for superannuation funds	S \$0.00	
Total current year	J \$162,400.00	A \$238,824.00
2 CAPITAL LOSSES		
Total current year capital losses applied		B \$162,400.00
Total prior year net capital losses applied		C
Total capital losses transferred in applied (only for transfers involving a foreign bank branch or permanent establishment of a foreign financial entity)		D
Total capital losses applied		E \$162,400.00
3 UNAPPLIED NET CAPITAL LOSSES CARRIED FORWARD		
Net capital losses from collectables carried forward to later income years		A
Other net capital losses carried forward to later income years		B \$175,852.00
4 CGT DISCOUNT		
Total CGT discount applied		A
5 CGT CONCESSIONS FOR SMALL BUSINESS		
Small business active asset reduction		A
Small business retirement exemption		B
Small business rollover		C
Total small business concessions applied		D \$0.00
6 NET CAPITAL GAIN		
		A \$0.00
1J less 2E less 4A less 5D (cannot be less than zero). Amount will appear at label A, Net capital gain on your tax return		
7 EARNOUT ARRANGEMENTS		
Income year earnout right created		F
Amended net capital gain or capital losses carried forward		G

8 OTHER CGT INFORMATION REQUIRED (IF APPLICABLE)

Small business 15 year exemption – exempt capital gains	A
Capital gains disregarded by a foreign resident	B
Capital gains disregarded as a result of a scrip for scrip rollover	C
Capital gains disregarded as a result of an inter-company asset rollover	D
Capital gains disregarded by a demerging entity	E

Losses schedule

Part A Losses carried forward to the 2022–2023 income year

1 TAX LOSSES CARRIED FORWARD TO LATER INCOME YEARS

2021–2022	B	
2020–2021	C	
2019–2020	D	
2018–2019	E	
2017–2018	F	
2016–2017 and earlier years	G	
Total	U	

2 NET CAPITAL LOSSES CARRIED FORWARD TO LATER INCOME YEARS

2021–2022	H	\$76,425.00
2020–2021	I	
2019–2020	J	\$61,311.00
2018–2019	K	\$11,293.00
2017–2018	L	
2016–2017 and earlier years	M	\$26,823.00
Total	V	\$175,852.00

Part B Ownership and same business test

1 WHETHER CONTINUITY OF MAJORITY OWNERSHIP TEST PASSED

2021–2022	A
2020–2021	B
2019–2020	C
2018–2019	D
2017–2018	E
2016–2017 and earlier years	F

2 AMOUNT OF LOSSES DEDUCTED FOR WHICH THE CONTINUITY OF MAJORITY OWNERSHIP TEST IS NOT PASSED BUT THE BUSINESS CONTINUITY TEST IS SATISFIED – EXCLUDES FILM LOSSES

Tax losses	G
Net capital losses	H

3 LOSSES CARRIED FORWARD FOR WHICH THE BUSINESS CONTINUITY TEST MUST BE SATISFIED BEFORE THEY CAN BE DEDUCTED IN LATER YEARS – EXCLUDES FILM LOSSES

Tax losses	I
Net capital losses	J

4 DO CURRENT YEAR LOSS PROVISIONS APPLY?

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

Part C Unrealised losses

Has a changeover time occurred in relation to the company after 1.00pm by legal time in the Australian Capital Territory on 11 November 1999?	L
At the changeover time did the company satisfy the maximum net asset value test under section 152-15 of ITAA 1997?	M
If you selected No at M, has the company determined it had an unrealised net loss at the changeover time?	N
If you selected Yes at N, what was the amount of unrealised net loss calculated under section 165-115E of ITAA 1997?	O

Part D Life insurance companies

Complying superannuation class tax losses carried forward to later income years	P
Complying superannuation net capital losses carried forward to later income years	Q

Part E Controlled foreign company losses

Current year CFC losses	M
CFC losses deducted	N
CFC losses carried forward	O

Part F Tax losses reconciliation statement

Balance of tax losses brought forward from the prior income year	A	
ADD Uplift of tax losses of designated infrastructure project entities	B	
SUBTRACT Net forgiven amount of debt	C	
ADD Tax loss incurred (if any) during current year	D	
ADD Tax loss amount from conversion of excess franking offsets	E	
SUBTRACT Net exempt income	F	
SUBTRACT Tax losses forgone	G	
SUBTRACT Tax losses deducted	H	
SUBTRACT Tax losses transferred out under Subdivision 170-A (only for transfers involving a foreign bank branch or a PE of a foreign financial entity)	I	
Total tax losses carried forward to later income years	J	\$0.00

Financial statements and reports for the year ended
30 June 2022

Shooks Superannuation Fund

Prepared for: Lance Shooks and Christina Shooks

Shooks Superannuation Fund

Operating Statement

For the year ended 30 June 2022

	Note	2022	2021
		\$	\$
Income			
Investment Income			
Dividends Received		120,397	60,706
Interest Received		22	0
Contribution Income			
Employer Contributions		2,922	4,567
Other Contributions		500	500
Total Income		<u>123,841</u>	<u>65,773</u>
Expenses			
Accountancy Fees		1,738	1,650
ATO Supervisory Levy		259	259
Auditor's Remuneration		451	440
Bank Charges		0	8
Investment Expenses		21,509	0
		<u>23,957</u>	<u>2,356</u>
Member Payments			
Pensions Paid		79,000	31,000
Investment Losses			
Changes in Market Values		426,078	(288,062)
Total Expenses		<u>529,035</u>	<u>(254,705)</u>
Benefits accrued as a result of operations before income tax		<u>(405,195)</u>	<u>320,479</u>
Income Tax Expense		(50,876)	(24,406)
Benefits accrued as a result of operations		<u>(354,319)</u>	<u>344,884</u>

Shooks Superannuation Fund

Statement of Financial Position

As at 30 June 2022

	Note	2022	2021
		\$	\$
Assets			
Investments			
Shares in Listed Companies (Australian)		895,835	1,205,536
Total Investments		<u>895,835</u>	<u>1,205,536</u>
Other Assets			
CBA 4971		46,970	43,612
CBA 2609		1,806	76,253
Income Tax Refundable		50,876	24,405
Total Other Assets		<u>99,652</u>	<u>144,270</u>
Total Assets		<u>995,487</u>	<u>1,349,806</u>
Net assets available to pay benefits		<u>995,487</u>	<u>1,349,806</u>
Represented by:			
Liability for accrued benefits allocated to members' accounts			
Shooks, Lance - Accumulation		11,322	11,154
Shooks, Lance - Pension (Pension 3 7/14 Rev)		219,135	320,072
Shooks, Lance - Pension (Pension 4 10/14 Rev)		0	3,972
Shooks, Lance - Pension (Account Based Pension 5)		241,543	314,786
Shooks, Christina - Pension (Pension 2 7/14 Rev)		200,208	279,414
Shooks, Christina - Pension (Pension 3 10/14 Rev)		81,734	106,871
Shooks, Christina - Pension (Account Based Pension 5)		241,545	313,537
Total Liability for accrued benefits allocated to members' accounts		<u>995,487</u>	<u>1,349,806</u>

Shooks Superannuation Fund

Statement of Taxable Income

For the year ended 30 June 2022

	2022
	\$
Benefits accrued as a result of operations	(405,195.00)
Less	
Exempt current pension income	170,308.00
Realised Accounting Capital Gains	(76,424.00)
Non Taxable Contributions	500.00
	<u>94,384.00</u>
Add	
Other Non Deductible Expenses	21,484.00
Decrease in MV of investments	349,654.00
SMSF non deductible expenses	2,191.00
Pension Payments	79,000.00
Franking Credits	51,506.00
TFN Credits - Interest	10.00
	<u>503,845.00</u>
SMSF Annual Return Rounding	2.00
	<u>4,268.00</u>
Taxable Income or Loss	4,268.00
Income Tax on Taxable Income or Loss	640.20
Less	
Franking Credits	51,506.41
	<u>(50,866.21)</u>
TAX PAYABLE	(50,866.21)
Less	
TFN Credits	10.00
	<u>(50,876.21)</u>
CURRENT TAX OR REFUND	(50,876.21)
Supervisory Levy	259.00
	<u>(50,617.21)</u>
AMOUNT DUE OR REFUNDABLE	(50,617.21)

Shooks Superannuation Fund

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Investment		Accounting Treatment				Tax Treatment						
Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
Shares in Listed Companies (Australian)												
360.AX - Life360 Inc.												
01/04/2022	11/04/2022	5,000.00	29,515.69	26,012.30	(3,503.39)	29,515.69	29,515.69	0.00	0.00	0.00	0.00	(3,503.39)
		5,000.00	29,515.69	26,012.30	(3,503.39)	29,515.69	29,515.69	0.00	0.00	0.00	0.00	(3,503.39)
ALG.AX - Ardent Leisure Group Limited												
10/12/2021	21/12/2021	20,000.00	28,884.62	28,285.11	(599.51)	28,884.62	28,884.62	0.00	0.00	0.00	0.00	(599.51)
		20,000.00	28,884.62	28,285.11	(599.51)	28,884.62	28,884.62	0.00	0.00	0.00	0.00	(599.51)
ALL.AX - Aristocrat Leisure Limited												
10/12/2021	21/12/2021	1,000.00	45,069.71	43,440.25	(1,629.46)	45,069.71	45,069.71	0.00	0.00	0.00	0.00	(1,629.46)
15/03/2022	25/03/2022	1,500.00	53,388.99	55,090.70	1,701.71	53,388.99	53,388.99	0.00	0.00	0.00	1,701.71	0.00
06/04/2022	21/04/2022	1,000.00	36,233.43	33,240.08	(2,993.35)	36,233.43	36,233.43	0.00	0.00	0.00	0.00	(2,993.35)
		3,500.00	134,692.13	131,771.03	(2,921.10)	134,692.13	134,692.13	0.00	0.00	0.00	1,701.71	(4,622.81)
ART.AX - Airtasker Limited												
05/07/2021	26/11/2021	20,000.00	23,719.75	19,661.46	(4,058.29)	23,719.75	23,719.75	0.00	0.00	0.00	0.00	(4,058.29)
		20,000.00	23,719.75	19,661.46	(4,058.29)	23,719.75	23,719.75	0.00	0.00	0.00	0.00	(4,058.29)
AVH.AX - Avita Medical Inc.												
07/09/2021	01/12/2021	1,000.00	5,389.95	3,830.10	(1,559.85)	5,389.95	5,389.95	0.00	0.00	0.00	0.00	(1,559.85)
27/08/2021	01/12/2021	8,000.00	42,616.64	30,640.80	(11,975.84)	42,616.64	42,616.64	0.00	0.00	0.00	0.00	(11,975.84)
		9,000.00	48,006.59	34,470.90	(13,535.69)	48,006.59	48,006.59	0.00	0.00	0.00	0.00	(13,535.69)
AX1.AX - Accent Group Limited												
03/02/2022	11/05/2022	5,000.00	10,429.95	6,317.15	(4,112.80)	10,429.95	10,429.95	0.00	0.00	0.00	0.00	(4,112.80)
13/01/2022	11/05/2022	10,000.00	21,929.95	12,634.29	(9,295.66)	21,929.95	21,929.95	0.00	0.00	0.00	0.00	(9,295.66)

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Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
Shares in Listed Companies (Australian)												
11/01/2022	11/05/2022	15,000.00	36,043.20	18,951.44	(17,091.76)	36,043.20	36,043.20	0.00	0.00	0.00	0.00	(17,091.76)
		30,000.00	68,403.10	37,902.88	(30,500.22)	68,403.10	68,403.10	0.00	0.00	0.00	0.00	(30,500.22)
BEN.AX - Bendigo And Adelaide Bank Limited												
11/01/2022	21/04/2022	2,000.00	18,329.95	20,731.04	2,401.09	18,329.95	18,329.95	0.00	0.00	0.00	2,401.09	0.00
		2,000.00	18,329.95	20,731.04	2,401.09	18,329.95	18,329.95	0.00	0.00	0.00	2,401.09	0.00
BET.AX - Betmakers Technology Group Ltd												
05/07/2021	29/11/2021	10,000.00	11,454.95	9,238.90	(2,216.05)	11,454.95	11,454.95	0.00	0.00	0.00	0.00	(2,216.05)
24/06/2021	29/11/2021	20,000.00	24,829.95	18,477.80	(6,352.15)	24,829.95	24,829.95	0.00	0.00	0.00	0.00	(6,352.15)
09/02/2022	27/04/2022	10,000.00	7,594.95	6,890.02	(704.93)	7,594.95	7,594.95	0.00	0.00	0.00	0.00	(704.93)
28/01/2022	27/04/2022	20,000.00	13,229.95	13,780.03	550.08	13,229.95	13,229.95	0.00	0.00	0.00	550.08	0.00
		60,000.00	57,109.80	48,386.75	(8,723.05)	57,109.80	57,109.80	0.00	0.00	0.00	550.08	(9,273.13)
BHP.AX - BHP Group Limited												
18/01/2022	25/01/2022	500.00	23,299.95	23,177.16	(122.79)	23,299.95	23,299.95	0.00	0.00	0.00	0.00	(122.79)
19/11/2021	25/01/2022	1,000.00	36,053.21	46,354.31	10,301.10	36,053.21	36,053.21	0.00	0.00	0.00	10,301.10	0.00
		1,500.00	59,353.16	69,531.47	10,178.31	59,353.16	59,353.16	0.00	0.00	0.00	10,301.10	(122.79)
BOQ.AX - Bank Of Queensland Limited.												
01/04/2022	06/05/2022	3,000.00	25,981.14	24,210.91	(1,770.23)	25,981.14	25,981.14	0.00	0.00	0.00	0.00	(1,770.23)
23/03/2022	06/05/2022	4,000.00	33,840.56	32,281.22	(1,559.34)	33,840.56	33,840.56	0.00	0.00	0.00	0.00	(1,559.34)
10/12/2021	06/05/2022	5,000.00	40,148.13	40,351.52	203.39	40,148.13	40,148.13	0.00	0.00	0.00	203.39	0.00
		12,000.00	99,969.83	96,843.65	(3,126.18)	99,969.83	99,969.83	0.00	0.00	0.00	203.39	(3,329.57)
BUB.AX - Bubs Australia Limited												

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Shares in Listed Companies (Australian)												
13/10/2021	02/11/2021	20,000.00	9,219.95	10,185.44	965.49	9,219.95	9,219.95	0.00	0.00	0.00	965.49	0.00
13/10/2021	02/11/2021	20,000.00	9,319.95	10,185.44	865.49	9,319.95	9,319.95	0.00	0.00	0.00	865.49	0.00
		40,000.00	18,539.90	20,370.88	1,830.98	18,539.90	18,539.90	0.00	0.00	0.00	1,830.98	0.00
CTD.AX - Corporate Travel Management Limited												
23/04/2021	12/08/2021	1,500.00	29,991.33	33,679.53	3,688.20	29,991.33	29,991.33	0.00	0.00	0.00	3,688.20	0.00
16/08/2021	25/08/2021	1,500.00	32,138.52	34,323.76	2,185.24	32,138.52	32,138.52	0.00	0.00	0.00	2,185.24	0.00
08/09/2021	04/10/2021	500.00	11,497.58	12,487.49	989.91	11,497.58	11,497.58	0.00	0.00	0.00	989.91	0.00
08/09/2021	04/10/2021	500.00	11,399.95	12,487.49	1,087.54	11,399.95	11,399.95	0.00	0.00	0.00	1,087.54	0.00
08/09/2021	04/10/2021	300.00	6,805.95	7,502.99	697.04	6,805.95	6,805.95	0.00	0.00	0.00	697.04	0.00
08/09/2021	04/10/2021	200.00	4,521.95	5,001.99	480.04	4,521.95	4,521.95	0.00	0.00	0.00	480.04	0.00
08/09/2021	04/10/2021	500.00	11,497.58	12,504.98	1,007.40	11,497.58	11,497.58	0.00	0.00	0.00	1,007.40	0.00
09/09/2021	04/10/2021	200.00	4,425.95	5,007.61	581.66	4,425.95	4,425.95	0.00	0.00	0.00	581.66	0.00
09/09/2021	04/10/2021	300.00	6,583.95	7,511.41	927.46	6,583.95	6,583.95	0.00	0.00	0.00	927.46	0.00
09/09/2021	04/10/2021	200.00	4,363.95	5,007.61	643.66	4,363.95	4,363.95	0.00	0.00	0.00	643.66	0.00
09/09/2021	04/10/2021	300.00	6,637.95	7,511.41	873.46	6,637.95	6,637.95	0.00	0.00	0.00	873.46	0.00
21/09/2021	06/10/2021	1,000.00	21,155.28	25,036.97	3,881.69	21,155.28	21,155.28	0.00	0.00	0.00	3,881.69	0.00
21/09/2021	06/10/2021	1,000.00	21,191.19	23,768.34	2,577.15	21,191.19	21,191.19	0.00	0.00	0.00	2,577.15	0.00
21/09/2021	06/10/2021	1,000.00	21,220.14	23,768.34	2,548.20	21,220.14	21,220.14	0.00	0.00	0.00	2,548.20	0.00
21/09/2021	06/10/2021	1,000.00	21,075.96	23,768.34	2,692.38	21,075.96	21,075.96	0.00	0.00	0.00	2,692.38	0.00
21/09/2021	06/10/2021	1,000.00	21,409.95	23,768.34	2,358.39	21,409.95	21,409.95	0.00	0.00	0.00	2,358.39	0.00
09/02/2022	22/04/2022	1,000.00	22,229.95	25,398.91	3,168.96	22,229.95	22,229.95	0.00	0.00	0.00	3,168.96	0.00
		12,000.00	258,147.13	288,535.51	30,388.38	258,147.13	258,147.13	0.00	0.00	0.00	30,388.38	0.00

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Shares in Listed Companies (Australian)												
EDV.AX - Endeavour Group Limited												
21/09/2021	03/11/2021	3,000.00	19,889.95	20,660.18	770.23	19,889.95	19,889.95	0.00	0.00	0.00	770.23	0.00
21/09/2021	03/11/2021	3,000.00	19,889.95	20,660.18	770.23	19,889.95	19,889.95	0.00	0.00	0.00	770.23	0.00
		6,000.00	39,779.90	41,320.36	1,540.46	39,779.90	39,779.90	0.00	0.00	0.00	1,540.46	0.00
HLO.AX - Helloworld Travel Limited												
15/03/2021	15/10/2021	12,000.00	29,284.52	34,806.40	5,521.88	29,284.52	29,284.52	0.00	0.00	0.00	5,521.88	0.00
		12,000.00	29,284.52	34,806.40	5,521.88	29,284.52	29,284.52	0.00	0.00	0.00	5,521.88	0.00
IAG.AX - Insurance Australia Group Limited												
14/02/2022	21/04/2022	4,000.00	18,229.95	17,458.31	(771.64)	18,229.95	18,229.95	0.00	0.00	0.00	0.00	(771.64)
		4,000.00	18,229.95	17,458.31	(771.64)	18,229.95	18,229.95	0.00	0.00	0.00	0.00	(771.64)
IPL.AX - Incitec Pivot Limited												
28/09/2021	03/11/2021	1,594.00	4,699.96	4,809.87	109.91	4,699.96	4,699.96	0.00	0.00	0.00	109.91	0.00
28/09/2021	04/11/2021	8,406.00	24,785.38	25,453.78	668.40	24,785.38	24,785.38	0.00	0.00	0.00	668.40	0.00
		10,000.00	29,485.34	30,263.65	778.31	29,485.34	29,485.34	0.00	0.00	0.00	778.31	0.00
MFG.AX - Magellan Financial Group Limited												
22/10/2021	23/12/2021	1,000.00	35,701.34	20,675.16	(15,026.18)	35,701.34	35,701.34	0.00	0.00	0.00	0.00	(15,026.18)
22/10/2021	23/12/2021	1,000.00	35,998.89	20,675.16	(15,323.73)	35,998.89	35,998.89	0.00	0.00	0.00	0.00	(15,323.73)
19/10/2021	23/12/2021	1,000.00	35,408.45	20,675.16	(14,733.29)	35,408.45	35,408.45	0.00	0.00	0.00	0.00	(14,733.29)
29/12/2021	11/01/2022	1,000.00	20,827.98	19,226.90	(1,601.08)	20,827.98	20,827.98	0.00	0.00	0.00	0.00	(1,601.08)
19/10/2021	11/01/2022	1,000.00	35,256.54	19,226.90	(16,029.64)	35,256.54	35,256.54	0.00	0.00	0.00	0.00	(16,029.64)
19/10/2021	11/01/2022	1,000.00	35,310.83	19,226.90	(16,083.93)	35,310.83	35,310.83	0.00	0.00	0.00	0.00	(16,083.93)

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Shares in Listed Companies (Australian)												
19/10/2021	11/01/2022	1,000.00	35,156.83	19,226.90	(15,929.93)	35,156.83	35,156.83	0.00	0.00	0.00	0.00	(15,929.93)
		7,000.00	233,660.86	138,933.08	(94,727.78)	233,660.86	233,660.86	0.00	0.00	0.00	0.00	(94,727.78)
MIN.AXx - Mineral Resources Limited												
19/11/2021	23/12/2021	1,000.00	41,097.81	49,125.97	8,028.16	41,097.81	41,097.81	0.00	0.00	0.00	8,028.16	0.00
		1,000.00	41,097.81	49,125.97	8,028.16	41,097.81	41,097.81	0.00	0.00	0.00	8,028.16	0.00
NAB.AX - National Australia Bank Limited												
29/09/2021	13/10/2021	1,000.00	27,212.62	28,296.53	1,083.92	27,212.62	27,212.62	0.00	0.00	0.00	1,083.92	0.00
08/10/2014	13/10/2021	1,000.00	31,450.56	28,296.53	(3,154.03)	31,450.56	31,450.56	0.00	0.00	0.00	0.00	(3,154.03)
29/09/2021	11/11/2021	1,000.00	27,212.62	28,335.96	1,123.34	27,212.62	27,212.62	0.00	0.00	0.00	1,123.34	0.00
21/05/2021	11/11/2021	1,500.00	39,091.85	42,503.93	3,412.08	39,091.85	39,091.85	0.00	0.00	0.00	3,412.08	0.00
16/03/2020	11/11/2021	1,000.00	18,739.95	28,335.96	9,596.01	18,739.95	18,739.95	0.00	0.00	9,596.01	0.00	0.00
17/12/2012	11/11/2021	1,000.00	23,576.23	28,335.96	4,759.73	23,576.23	23,576.23	0.00	0.00	4,759.73	0.00	0.00
		6,500.00	167,283.83	184,104.87	16,821.05	167,283.83	167,283.83	0.00	0.00	14,355.74	5,619.34	(3,154.03)
PDL.AX - Pental Group Limited												
06/04/2022	11/05/2022	5,000.00	27,733.24	24,319.68	(3,413.56)	27,733.24	27,733.24	0.00	0.00	0.00	0.00	(3,413.56)
		5,000.00	27,733.24	24,319.68	(3,413.56)	27,733.24	27,733.24	0.00	0.00	0.00	0.00	(3,413.56)
PPM.AX - Pepper Money Limited												
06/04/2022	27/04/2022	15,000.00	32,907.46	32,970.79	63.33	32,907.46	32,907.46	0.00	0.00	0.00	63.33	0.00
01/04/2022	27/04/2022	15,000.00	28,941.97	32,970.79	4,028.82	28,941.97	28,941.97	0.00	0.00	0.00	4,028.82	0.00
		30,000.00	61,849.43	65,941.58	4,092.15	61,849.43	61,849.43	0.00	0.00	0.00	4,092.15	0.00
QAN.AX - Qantas Airways Limited												

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Shares in Listed Companies (Australian)												
12/07/2021	27/08/2021	4,500.00	21,314.95	22,695.05	1,380.10	21,314.95	21,314.95	0.00	0.00	0.00	1,380.10	0.00
		4,500.00	21,314.95	22,695.05	1,380.10	21,314.95	21,314.95	0.00	0.00	0.00	1,380.10	0.00
RBL.AX - Redbubble Limited												
05/10/2021	03/11/2021	10,000.00	45,351.32	41,550.08	(3,801.24)	45,351.32	45,351.32	0.00	0.00	0.00	0.00	(3,801.24)
		10,000.00	45,351.32	41,550.08	(3,801.24)	45,351.32	45,351.32	0.00	0.00	0.00	0.00	(3,801.24)
SIQ.AX - Smartgroup Corporation Ltd												
31/12/2021	27/04/2022	3,000.00	23,249.95	26,758.97	3,509.02	23,249.95	23,249.95	0.00	0.00	0.00	3,509.02	0.00
		3,000.00	23,249.95	26,758.97	3,509.02	23,249.95	23,249.95	0.00	0.00	0.00	3,509.02	0.00
SPA.AX - Spacetalk Ltd												
26/03/2021	29/11/2021	1.00	0.19	0.00	(0.19)	0.19	0.19	0.00	0.00	0.00	0.00	(0.19)
		1.00	0.19	0.00	(0.19)	0.19	0.19	0.00	0.00	0.00	0.00	(0.19)
SUN.AX - Suncorp Group Limited												
12/02/2021	26/08/2021	3,000.00	32,138.52	36,166.55	4,028.03	32,138.52	32,138.52	0.00	0.00	0.00	4,028.03	0.00
06/12/2021	01/02/2022	3,000.00	31,627.91	33,501.11	1,873.20	31,627.91	31,627.91	0.00	0.00	0.00	1,873.20	0.00
03/12/2021	01/02/2022	3,000.00	32,138.52	33,501.11	1,362.59	32,138.52	32,138.52	0.00	0.00	0.00	1,362.59	0.00
		9,000.00	95,904.95	103,168.77	7,263.82	95,904.95	95,904.95	0.00	0.00	0.00	7,263.82	0.00
VUK.AX - Virgin Money Uk Plc												
24/03/2021	25/01/2022	10,000.00	34,722.65	35,956.81	1,234.16	34,722.65	34,722.65	0.00	0.00	0.00	1,234.16	0.00
		10,000.00	34,722.65	35,956.81	1,234.16	34,722.65	34,722.65	0.00	0.00	0.00	1,234.16	0.00
WAM.AX - WAM Capital Limited												

Shooks Superannuation Fund

Realised Capital Gains Report

For The Period 01 July 2021 - 30 June 2022

Investment		Accounting Treatment				Tax Treatment						
Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
Shares in Listed Companies (Australian)												
07/04/2021	21/09/2021	68,714.00	152,040.17	160,597.81	8,557.64	152,040.17	152,040.17	0.00	0.00	0.00	8,557.64	0.00
19/07/2019	21/09/2021	15,000.00	33,039.60	35,057.88	2,018.28	33,039.60	33,039.60	0.00	0.00	2,018.28	0.00	0.00
12/07/2019	21/09/2021	10,000.00	21,929.95	23,371.92	1,441.97	21,929.95	21,929.95	0.00	0.00	1,441.97	0.00	0.00
09/07/2019	21/09/2021	6,286.00	13,690.98	14,691.59	1,000.61	13,690.98	13,690.98	0.00	0.00	1,000.61	0.00	0.00
07/04/2021	23/09/2021	1,286.00	2,845.47	3,018.47	173.00	2,845.47	2,845.47	0.00	0.00	0.00	173.00	0.00
01/04/2021	23/09/2021	75,000.00	165,948.90	176,038.50	10,089.60	165,948.90	165,948.90	0.00	0.00	0.00	10,089.60	0.00
01/04/2021	23/09/2021	23,714.00	52,327.36	55,661.03	3,333.66	52,327.36	52,327.36	0.00	0.00	0.00	3,333.66	0.00
01/04/2021	13/10/2021	8,286.00	18,283.91	19,697.02	1,413.11	18,283.91	18,283.91	0.00	0.00	0.00	1,413.11	0.00
23/02/2021	13/10/2021	9,000.00	18,742.46	21,394.30	2,651.83	18,742.46	18,742.46	0.00	0.00	0.00	2,651.83	0.00
04/03/2020	13/10/2021	4,000.00	8,499.95	9,508.58	1,008.63	8,499.95	8,499.95	0.00	0.00	1,008.63	0.00	0.00
27/08/2019	13/10/2021	10,000.00	21,229.95	23,771.44	2,541.49	21,229.95	21,229.95	0.00	0.00	2,541.49	0.00	0.00
08/07/2019	13/10/2021	3,714.00	7,856.49	8,828.71	972.22	7,856.49	7,856.49	0.00	0.00	972.22	0.00	0.00
11/06/2019	13/10/2021	5,000.00	10,279.95	11,885.72	1,605.77	10,279.95	10,279.95	0.00	0.00	1,605.77	0.00	0.00
30/05/2019	13/10/2021	4,000.00	8,299.95	9,508.58	1,208.63	8,299.95	8,299.95	0.00	0.00	1,208.63	0.00	0.00
28/05/2019	13/10/2021	6,000.00	12,629.95	14,262.86	1,632.91	12,629.95	12,629.95	0.00	0.00	1,632.91	0.00	0.00
23/02/2021	14/10/2021	41,000.00	85,382.34	97,872.41	12,490.07	85,382.34	85,382.34	0.00	0.00	0.00	12,490.07	0.00
		291,000.00	633,027.38	685,166.82	52,139.42	633,027.38	633,027.38	0.00	0.00	13,430.51	38,708.91	0.00
WAX.AX - Wam Research Limited												
17/01/2022	01/04/2022	30,000.00	49,108.86	52,437.00	3,328.14	49,108.86	49,108.86	0.00	0.00	0.00	3,328.14	0.00
		30,000.00	49,108.86	52,437.00	3,328.14	49,108.86	49,108.86	0.00	0.00	0.00	3,328.14	0.00
WBC.AX - Westpac Banking Corporation												
13/10/2021	18/02/2022	1,000.00	25,420.47	14,580.00	(10,840.47)	25,420.47	25,420.47	0.00	0.00	0.00	0.00	(10,840.47)

Shooks Superannuation Fund

Realised Capital Gains Report

For The Period 01 July 2021 - 30 June 2022

Investment		Accounting Treatment				Tax Treatment						
Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
Shares in Listed Companies (Australian)												
11/10/2021	18/02/2022	1,000.00	25,881.02	14,580.00	(11,301.02)	25,881.02	25,881.02	0.00	0.00	0.00	0.00	(11,301.02)
11/10/2021	18/02/2022	1,000.00	26,091.27	14,580.00	(11,511.27)	26,091.27	26,091.27	0.00	0.00	0.00	0.00	(11,511.27)
25/09/2020	18/02/2022	2,000.00	32,238.64	29,160.00	(3,078.64)	32,238.64	32,238.64	0.00	0.00	0.00	0.00	(3,078.64)
25/11/2019	18/02/2022	500.00	12,508.29	7,290.00	(5,218.29)	12,508.29	12,508.29	0.00	0.00	0.00	0.00	(5,218.29)
06/10/2011	18/02/2022	1,131.00	22,429.19	16,489.98	(5,939.21)	22,429.19	22,429.19	0.00	0.00	0.00	0.00	(5,939.21)
		6,631.00	144,568.88	96,679.98	(47,888.90)	144,568.88	144,568.88	0.00	0.00	0.00	0.00	(47,888.90)
WEB.AX - Webjet Limited												
20/07/2021	25/08/2021	4,000.00	18,789.95	22,290.05	3,500.10	18,789.95	18,789.95	0.00	0.00	0.00	3,500.10	0.00
		4,000.00	18,789.95	22,290.05	3,500.10	18,789.95	18,789.95	0.00	0.00	0.00	3,500.10	0.00
WMI.AX - Wam Microcap Limited												
19/01/2022	11/05/2022	15,000.00	29,428.84	26,519.72	(2,909.12)	29,428.84	29,428.84	0.00	0.00	0.00	0.00	(2,909.12)
14/01/2022	11/05/2022	10,000.00	19,629.95	17,679.81	(1,950.14)	19,629.95	19,629.95	0.00	0.00	0.00	0.00	(1,950.14)
		25,000.00	49,058.79	44,199.53	(4,859.26)	49,058.79	49,058.79	0.00	0.00	0.00	0.00	(4,859.26)
WPL.AX - Woodside Petroleum Ltd												
29/12/2020	07/10/2021	1,000.00	22,478.71	24,999.97	2,521.26	22,478.71	22,478.71	0.00	0.00	0.00	2,521.26	0.00
18/02/2019	07/10/2021	1,000.00	35,662.75	24,999.97	(10,662.79)	35,662.75	35,662.75	0.00	0.00	0.00	0.00	(10,662.79)
		2,000.00	58,141.46	49,999.94	(8,141.53)	58,141.46	58,141.46	0.00	0.00	0.00	2,521.26	(10,662.79)
XRO.AX - Xero Limited												
06/04/2022	13/04/2022	300.00	30,366.40	30,578.26	211.86	30,366.40	30,366.40	0.00	0.00	0.00	211.86	0.00
		300.00	30,366.40	30,578.26	211.86	30,366.40	30,366.40	0.00	0.00	0.00	211.86	0.00
		691,932.00	2,696,682.26	2,620,258.14	(76,424.14)	2,696,682.26	2,696,682.26	0.00	0.00	27,786.25	134,614.40	(238,824.79)

691,932.00	2,696,682.26	2,620,258.14	(76,424.14)	2,696,682.26	2,696,682.26	0.00	0.00	27,786.25	134,614.40	(238,824.79)
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Shooks Superannuation Fund

Investment Summary Report

As at 30 June 2022

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised Gain/(Loss)	Gain/(Loss)%	Portfolio Weight%	
Cash/Bank Accounts									
	CBA 2609	1,806.440000	1,806.44	1,806.44	1,806.44			0.19 %	
	CBA 4971	46,970.380000	46,970.38	46,970.38	46,970.38			4.97 %	
			48,776.82		48,776.82			5.16 %	
Shares in Listed Companies (Australian)									
CDM.AX	Cadence Capital Limited	55,000.00	0.845000	46,475.00	0.90	49,647.55	(3,172.55)	(6.39) %	4.92 %
CTP.AX	Central Petroleum Limited (CTP)	50,000.00	0.110000	5,500.00	0.13	6,269.95	(769.95)	(12.28) %	0.58 %
DSK.AX	Dusk Group Limited	50,000.00	1.670000	83,500.00	3.19	159,519.50	(76,019.50)	(47.66) %	8.84 %
IGL.AX	Ive Group Limited	50,000.00	1.720000	86,000.00	1.76	88,240.65	(2,240.65)	(2.54) %	9.10 %
PTM.AX	Platinum Asset Management Limited	50,000.00	1.740000	87,000.00	3.46	173,151.28	(86,151.28)	(49.75) %	9.21 %
SPA.AX	Spacetalk Ltd	99,999.00	0.060000	5,999.94	0.19	18,529.76	(12,529.82)	(67.62) %	0.64 %
WAM.AX	WAM Capital Limited	338,000.00	1.720000	581,360.00	2.14	721,972.94	(140,612.94)	(19.48) %	61.54 %
				895,834.94		1,217,331.63	(321,496.69)	(26.41) %	94.84 %
				944,611.76		1,266,108.45	(321,496.69)	(25.39) %	100.00 %

Shooks Superannuation Fund

Investment Movement Report

As at 30 June 2022

Investment	Opening Balance		Additions		Disposals			Closing Balance		Market Value
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	
	291,000.00	633,027.38	338,000.00	721,972.94	(291,000.00)	(633,027.38)	52,139.43	338,000.00	721,972.94	581,360.00
WMI.AX - Wam Microcap Limited			25,000.00	49,058.79	(25,000.00)	(49,058.79)	(4,859.26)		0.00	
WAX.AX - Wam Research Limited			30,000.00	49,108.86	(30,000.00)	(49,108.86)	3,328.14		0.00	
WEB.AX - Webjet Limited			4,000.00	18,789.95	(4,000.00)	(18,789.95)	3,500.10		0.00	
WBC.AX - Westpac Banking Corporation	3,631.00	67,176.12	3,000.00	77,392.76	(6,631.00)	(144,568.88)	(47,888.90)		0.00	
WPL.AX - Woodside Petroleum Ltd	2,000.00	58,141.46			(2,000.00)	(58,141.46)	(8,141.53)		0.00	
XRO.AX - Xero Limited			300.00	30,366.40	(300.00)	(30,366.40)	211.86		0.00	
	1,177,379.03		2,736,634.84		(2,696,682.23)		(76,424.17)		1,217,331.64	895,834.94
	1,297,243.96		4,824,993.66		(4,856,129.16)		(76,424.17)		1,266,108.46	944,611.76

Shooks Superannuation Fund

Members Statement

Lance Shooks
 4 Wilari Place
 Giralang, Australian Capital Territory, 2617, Australia

Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	64	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	11,322
Date Joined Fund:	13/03/2003	Total Death Benefit:	11,322
Service Period Start Date:	12/12/1988	Current Salary:	0
Date Left Fund:		Previous Salary:	0
Member Code:	SHOLAN00001A	Disability Benefit:	0
Account Start Date:	13/03/2003		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance

Total Benefits	11,322
<u>Preservation Components</u>	
Preserved	11,322
Unrestricted Non Preserved	
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free	1,924
Taxable	9,398

Your Detailed Account Summary

	This Year
Opening balance at 01/07/2021	11,154
<u>Increases to Member account during the period</u>	
Employer Contributions	2,922
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	500
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	(2,614)
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	438
Income Tax	202
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 30/06/2022	11,322

Shooks Superannuation Fund

Members Statement

Lance Shooks
 4 Wilari Place
 Giralang, Australian Capital Territory, 2617, Australia

Your Details

		Nominated Beneficiaries:	Christina Shooks
Date of Birth :	Provided	Nomination Type:	N/A
Age:	64	Vested Benefits:	219,135
Tax File Number:	Provided	Total Death Benefit:	219,135
Date Joined Fund:	13/03/2003	Current Salary:	0
Service Period Start Date:	12/12/1988	Previous Salary:	0
Date Left Fund:		Disability Benefit:	0
Member Code:	SHOLAN00004P		
Account Start Date:	01/07/2014		
Account Phase:	Retirement Phase		
Account Description:	Pension 3 7/14 Rev		

Your Balance

Total Benefits	219,135
<u>Preservation Components</u>	
Preserved	
Unrestricted Non Preserved	219,135
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free (48.58%)	106,468
Taxable	112,666

Your Detailed Account Summary

	This Year
Opening balance at 01/07/2021	320,072
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	(65,157)
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	35,780
Contributions Tax	
Income Tax	
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2022	219,135

Shooks Superannuation Fund

Members Statement

Lance Shooks
 4 Wilari Place
 Giralang, Australian Capital Territory, 2617, Australia

Your Details

		Nominated Beneficiaries:	Christina Shooks
Date of Birth :	Provided	Nomination Type:	N/A
Age:	64	Vested Benefits:	
Tax File Number:	Provided	Total Death Benefit:	0
Date Joined Fund:	13/03/2003	Current Salary:	0
Service Period Start Date:	12/12/1988	Previous Salary:	0
Date Left Fund:		Disability Benefit:	0
Member Code:	SHOLAN00005P		
Account Start Date:	03/10/2014		
Account Phase:	Retirement Phase		
Account Description:	Pension 4 10/14 Rev		

Your Balance

Total Benefits

Preservation Components

Preserved
 Unrestricted Non Preserved
 Restricted Non Preserved

Tax Components

Tax Free (100.00%)
 Taxable

Your Detailed Account Summary

	This Year
Opening balance at 01/07/2021	3,972
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	(752)
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	3,220
Contributions Tax	
Income Tax	
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2022	0

Shooks Superannuation Fund

Members Statement

Lance Shooks
 4 Wilari Place
 Giralang, Australian Capital Territory, 2617, Australia

Your Details

		Nominated Beneficiaries:	Christina Shooks
Date of Birth :	Provided	Nomination Type:	N/A
Age:	64	Vested Benefits:	241,543
Tax File Number:	Provided	Total Death Benefit:	241,543
Date Joined Fund:	13/03/2003	Current Salary:	0
Service Period Start Date:	12/12/1988	Previous Salary:	0
Date Left Fund:		Disability Benefit:	0
Member Code:	SHOLAN00007P		
Account Start Date:	14/02/2019		
Account Phase:	Retirement Phase		
Account Description:	Account Based Pension 5		

Your Balance

Total Benefits	241,543
<u>Preservation Components</u>	
Preserved	
Unrestricted Non Preserved	241,543
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free (99.11%)	239,388
Taxable	2,155

Your Detailed Account Summary

	This Year
Opening balance at 01/07/2021	314,786
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	(65,243)
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	8,000
Contributions Tax	
Income Tax	
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2022	241,543

Shooks Superannuation Fund

Members Statement

Christina Shooks
 4 Wilari Place
 Giralang, Australian Capital Territory, 2617, Australia

Your Details

		Nominated Beneficiaries:	Lance Shooks
Date of Birth :	Provided	Nomination Type:	N/A
Age:	64	Vested Benefits:	200,208
Tax File Number:	Provided	Total Death Benefit:	200,208
Date Joined Fund:	13/03/2003	Current Salary:	0
Service Period Start Date:	19/10/1989	Previous Salary:	0
Date Left Fund:		Disability Benefit:	0
Member Code:	SHOCHR00003P		
Account Start Date:	01/07/2014		
Account Phase:	Retirement Phase		
Account Description:	Pension 2 7/14 Rev		

Your Balance

Total Benefits	200,208
<u>Preservation Components</u>	
Preserved	
Unrestricted Non Preserved	200,208
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free (50.13%)	100,362
Taxable	99,846

Your Detailed Account Summary

	This Year
Opening balance at 01/07/2021	279,414
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	(57,206)
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	22,000
Contributions Tax	
Income Tax	
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2022	200,208

Shooks Superannuation Fund

Members Statement

Christina Shooks
 4 Wilari Place
 Giralang, Australian Capital Territory, 2617, Australia

Your Details

		Nominated Beneficiaries:	Lance Shooks
Date of Birth :	Provided	Nomination Type:	N/A
Age:	64	Vested Benefits:	81,734
Tax File Number:	Provided	Total Death Benefit:	81,734
Date Joined Fund:	13/03/2003	Current Salary:	0
Service Period Start Date:	19/10/1989	Previous Salary:	0
Date Left Fund:		Disability Benefit:	0
Member Code:	SHOCHR00004P		
Account Start Date:	03/10/2014		
Account Phase:	Retirement Phase		
Account Description:	Pension 3 10/14 Rev		

Your Balance

Total Benefits	81,734
<u>Preservation Components</u>	
Preserved	
Unrestricted Non Preserved	81,734
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free (100.00%)	81,734
Taxable	

Your Detailed Account Summary

	This Year
Opening balance at 01/07/2021	106,871
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	(22,137)
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	3,000
Contributions Tax	
Income Tax	
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2022	81,734

Shooks Superannuation Fund

Members Statement

Christina Shooks
 4 Wilari Place
 Giralang, Australian Capital Territory, 2617, Australia

Your Details

		Nominated Beneficiaries:	Lance Shooks
Date of Birth :	Provided	Nomination Type:	N/A
Age:	64	Vested Benefits:	241,545
Tax File Number:	Provided	Total Death Benefit:	241,545
Date Joined Fund:	13/03/2003	Current Salary:	0
Service Period Start Date:	19/10/1989	Previous Salary:	0
Date Left Fund:		Disability Benefit:	0
Member Code:	SHOCHR00006P		
Account Start Date:	14/02/2019		
Account Phase:	Retirement Phase		
Account Description:	Account Based Pension 5		

Your Balance

Total Benefits	241,545
<u>Preservation Components</u>	
Preserved	
Unrestricted Non Preserved	241,545
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free (99.92%)	241,351
Taxable	194

Your Detailed Account Summary

	This Year
Opening balance at 01/07/2021	313,537
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	(64,992)
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	7,000
Contributions Tax	
Income Tax	
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2022	241,545

Shooks Superannuation Fund Trustees Declaration

The trustees 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 trustees declare that:

- (i) the financial statements and notes to the financial statements for the year ended 30 June 2022 present fairly, in all material respects, the financial position of the Superannuation Fund at 30 June 2022 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 2022.

Specifically, the trustees declare that:

- in accordance with s120 of the Superannuation Industry (Supervision) Act 1993, no individual trustee has been or is a disqualified person;
- the Fund has satisfactory title to all assets, all assets are unencumbered and free from charge as prescribed by s50 of the Superannuation Industry (Supervision) Act 1993 and reg13.14 of the Superannuation Industry (Supervision) Regulations 1994; and
- to the knowledge of the trustees, 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 trustees by:



Lance Shooks

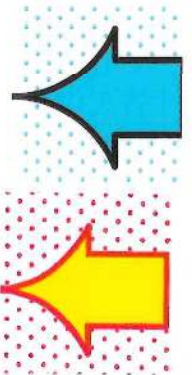
Trustee



Christina Shooks

Trustee

12 September 2022



Shooks Superannuation Fund

Notes to the Financial Statements

For the year ended 30 June 2022

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 Trustee(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 the 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 at the fair value of the consideration received or receivable.

Interest revenue

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

Notes to the Financial Statements

For the year ended 30 June 2022

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).

d. Liability for Accrued Benefits

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

e. Critical Accounting Estimates and Judgements

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

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

Shooks, Lance, Shooks & Christina

29 September 2022

**Matthew Williams,
PO Box 1306 Capalaba QLD 4157**

Dear Sir / Madam,

This representation letter is provided in connection with your audit of the financial report of the Shooks Superannuation Fund (the Fund) and the Fund's compliance with the Superannuation Industry (Supervision) Act 1993 (SISA) and SIS Regulations (SISR), for the year ended 30 June 2022, for the purpose of you expressing an opinion as to whether the financial report is, in all material respects, presented fairly in accordance with the accounting policies adopted by the Fund and the Fund complied, in all material respects, with the relevant requirements of SISA and SISR.

The trustees have determined that the Fund is not a reporting entity for the year ended 30 June 2022 and that the requirement to apply Australian Accounting Standards and other mandatory reporting requirements do not apply to the Fund. Accordingly, the financial report prepared is a special purpose financial report which is for distribution to members of the Fund and to satisfy the requirements of the SISA and SISR. We acknowledge our responsibility for ensuring that the financial report is in accordance with the accounting policies as selected by ourselves and requirements of the SISA and SISR, and confirm that the financial report is free of material misstatements, including omissions.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

1. Sole purpose test

The Fund is maintained for the sole purpose of providing benefits for each member on their retirement, death, termination of employment or ill-health.

2. Trustees are not disqualified

No disqualified person acts as a director of the trustee company or as an individual trustee.

3. Fund's governing rules, Trustees' responsibilities and Fund conduct

The Fund meets the definition of a self-managed superannuation Fund under SISA, including that no member is an employee of another member, unless they are relatives and no trustee or director of the corporate trustee receives any remuneration for any duties or services performed by the trustee or director in relation to the Fund.

The Fund has been conducted in accordance with its governing rules at all times during the year and there were no amendments to the governing rules during the year, except as notified to you.

The trustees have complied with all aspects of the trustee requirements of the SISA and SISR.

The trustees are not subject to any contract or obligation which would prevent or hinder the trustees in properly executing their functions and powers.

The Fund has been conducted in accordance with SISA, SISR and the governing rules of the Fund.

The Fund has complied with the requirements of the SISA and SISR specified in the approved form auditor's report as issued by the ATO, which are:

Sections: 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104, 104A, 105, 109 and 126K of the SISA

Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14 and 13.18AA of the SISR.

All contributions accepted and benefits paid have been in accordance with the governing rules of the Fund and relevant provisions of the SISA and SISR.

There have been no communications from regulatory agencies concerning non-compliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial report.

4. Investment strategy

The investment strategy has been determined and reviewed taking into account the circumstances of the fund as a whole, with due regard to risk, return, liquidity and diversity. We have ensured the assets of the Fund have always been invested in line with this strategy. We have considered the insurance needs of Fund members in determining the investment strategy.

5. Accounting policies

All the significant accounting policies of the Fund are adequately described in the financial report and the notes attached thereto. These policies are consistent with the policies adopted last year by the trustee in accordance with legislative requirements and the fund's trust deed.

6. Fund books and records

All transactions have been recorded in the accounting records and are reflected in the financial report.

We have made available to you all financial records and related data, other information, explanations and assistance necessary for the conduct of the audit; and minutes of all meetings of the trustees.

We acknowledge our responsibility for the design and implementation of internal control to prevent and detect error and fraud. We have established and maintained an adequate internal control structure to facilitate the preparation of reliable financial reports, and adequate financial records have been maintained. There are no material transactions that have not been properly recorded in the accounting records underlying the financial report.

We have disclosed to you the results of our assessment of the risk that the financial report may be materially misstated as a result of fraud. We have disclosed to you all information in relation to fraud or suspected fraud that we are aware of and that affects the Fund and involves the trustees or others.

In instances where the Fund uses a custodian, we confirm we have not been advised of any fraud, non-compliance with laws and regulations or uncorrected misstatements that would affect the financial report of the Fund.

Information retention obligations have been complied with, including:

- accounting records and financial reports are being kept for five years;
- minutes and records of trustees' or directors of the corporate trustee meetings or for sole trustee: decisions are being kept for 10 years;
- records of trustees' or directors of the corporate trustee changes and trustees' consents are being kept for at least 10 years;
- copies of all member or beneficiary reports are being kept for 10 years; and
- trustee declarations in the approved form have been signed and are being kept for each trustee appointed after 30 June 2007.

7. Asset form and valuation

Investments are carried in the books at market value. Such amounts are considered reasonable in light of present circumstances.

We have no plans or intentions that may materially affect the carrying values, or classification, of assets and liabilities.

There are no commitments, fixed or contingent, for the purchase or sale of long term investments other than those disclosed in the financial report.

8. Safeguarding assets

We have considered the importance of safeguarding the assets of the Fund, and we confirm we have the following procedures in place to achieve this:

- Authorised signatories on bank and investment accounts are regularly reviewed and considered appropriate; and
- Tangible assets are, where appropriate, adequately insured and appropriately stored.

9. Significant assumptions

We believe that significant assumptions used by us in making accounting estimates are reasonable.

10. Uncorrected misstatements

We believe the effects of those uncorrected financial report misstatements aggregated by the auditor during the audit are immaterial, both individually and in aggregate, to the financial report taken as a whole. A summary of such items is attached.

11. Ownership and pledging of assets

The Fund has satisfactory title to all assets appearing in the statement of financial position. All investments are registered in the name of the Fund, where possible, and are in the custody of the respective manager/trustee.

There are no liens or encumbrances on any assets or benefits and no assets, benefits or interests in the Fund have been pledged or assigned to secure liabilities of others. All assets of the Fund are held separately from the assets of the members, employers and the trustees.

All assets are acquired, maintained and disposed of on an arm's length basis and appropriate action is taken to protect the assets of the Fund.

12. Related parties

We have disclosed to you the identity of the Fund's related parties and all related party transactions and relationships.

Related party transactions and related amounts receivable have been properly recorded or disclosed in the financial report. Acquisitions from, loans to, leasing of assets to and investments in related parties have not exceeded the in-house asset restrictions in the SISA at the time of the investment, acquisition or at year end.

The Fund has not made any loans or provided financial assistance to members of the Fund or their relatives.

13. Borrowings

The Fund has not borrowed money or maintained any borrowings during the period, with the exception of borrowings which were allowable under SISA.

14. Subsequent events

No events or transactions have occurred since the date of the financial report, or are pending, which would have a significant adverse effect on the Fund's financial position at that date, or which are of such significance in relation to the Fund as to require mention in the notes to the financial report in order to ensure the financial report is not misleading as to the financial position of the Fund or its operations.

15. Outstanding legal action

We confirm you have been advised of all significant legal matters, and that all known actual or possible litigation and claims have been adequately accounted for, and been appropriately disclosed in the financial report.

There have been no communications from the ATO concerning a contravention of the SISA or SISR which has occurred, is occurring, or is about to occur.

16. Going concern

We confirm we have no knowledge of any events or conditions that would cast significant doubt on the Fund's ability to continue as a going concern.

17. Trustee Remuneration

We confirm that the trustees have not received any remuneration for performing any of their duties as trustees.

18. Limiting the Power of Trustees

We confirm that any of the trustees have not entered into any contracts which would have the effect of limiting their powers as trustee or hindering the proper exercise of those powers.

19. Assignment of Member's Interest

We confirm that there has not been any assignment of any member's interest in the fund.

We understand that your examination was made in accordance with Australian Auditing Standards and applicable Standards on Assurance Engagements and was, therefore, designed primarily for the purpose of expressing an opinion on the financial report of the Fund taken as a whole, and on the compliance of the Fund with specified requirements of the SISA and SISR, and that your tests of the financial and compliance records and other auditing procedures were limited to those which you considered necessary for that purpose.

Yours faithfully,



Shooks, Lance



Shooks, Christina

Date Signed: 7 / 10 / 2022



29 September 2022

The Trustees/Directors of the Corporate Trustee
Shooks Superannuation Fund
61 William Webb Drive
McKellar AUSTRALIAN CAPITAL TERRITORY 2617

To the Trustees/Directors of the Corporate Trustee of Shooks Superannuation Fund

1. Purpose

This Terms of Engagement for Audit Engagement Services (TE) confirms our understanding of the engagement and the nature and limitations of services provided.

2. The objective and scope of the audit

You have requested that we audit the Shooks Superannuation Fund's (the Fund):

- a. financial report, which comprises the statement of financial position and the operating statement for the 30 June 2022 and the notes to the financial statements; and
- b. compliance during the same period with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and SIS Regulations (SISR) specified in the approved form auditor's report as issued by the Australian Taxation Office (ATO), which are:

Sections: 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103,104, 104A, 105, 109 and 126K of the SISA and

Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, and 13.18AA of the SISR.

We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter. Our audit will be conducted pursuant to the SISA with the objective of our expressing an opinion on the financial report and the Fund's compliance with the specified requirements of the SISA and SISR.

3. The responsibilities of the auditor

3.1. We will conduct our financial audit in accordance with Australian Auditing Standards and our compliance engagement in accordance with applicable Standards on Assurance Engagements, issued by the Auditing and Assurance Standards Board (AUASB) and with and the Accounting Professionals and Ethical Standards APES 210 Conformity with Auditing and Assurance Standards. These standards require that we comply with relevant ethical requirements relating to audit and assurance engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement and that you have complied, in all material respects, with the specified requirements of the SISA and SISR.

3.2. The annual audit of the financial reports and records of the Fund must be carried out during and after the end of each year of income. In accordance with section 35C of the SISA, we are required to provide to the trustees of the Fund an auditor's report in the approved form within the prescribed time as set out in the SISR, 28 days after the trustees have provided all documents relevant to the preparation of the auditor's report.

3.3. Financial audit

A financial audit involves performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. A financial audit also includes evaluating the appropriateness of the financial reporting framework, accounting policies used, and the reasonableness of accounting estimates made by the trustees, as well as evaluating the overall presentation of the financial report. Due to the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material misstatements may remain undiscovered.

In making our risk assessments, we consider internal controls relevant to the Fund's preparation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Fund's internal controls. However, we expect to provide you with a separate letter concerning any significant deficiencies in the Fund's system of accounting and internal controls that come to our attention during the audit of the financial report. This will be in the form of a letter to the trustee.

3.4. Compliance engagement

A compliance engagement involves performing audit procedures to obtain audit evidence about the Fund's compliance with the provisions of the SISA and SISR specified in the ATO's approved form auditor's report. Our compliance engagement with respect to investments includes determining whether the investments are made for the sole purpose of funding members' retirement, death or disability benefits and whether you have an investment strategy for the Fund, which has been reviewed regularly and gives due consideration to risk, return, liquidity, diversification and the insurance needs of members. Our procedures will include testing whether the investments are made for the allowable purposes in accordance with the investment strategy, but not for the purpose of assessing the appropriateness of those investments to the members.

4. The responsibilities of the trustees

4.1. We take this opportunity to remind you that it is the responsibility of the trustees to ensure that the Fund, at all times, complies with the SISA and SISR as well as any other legislation relevant to the Fund. The trustees are also responsible for the preparation and fair presentation of the financial report.

4.2. Our auditor's report will explain that the trustees are responsible for the preparation and the fair presentation of the financial report and for determining that the accounting policies used are consistent with the financial reporting requirements of the SMSF's governing rules, comply with the requirements of SISA and SISR and are appropriate to meet the needs of the members. This responsibility includes:

- Establishing and maintaining controls relevant to the preparation of a financial report that is free from misstatement, whether due to fraud or error. The system of accounting and internal control should be adequate in ensuring that all transactions are recorded and that the recorded transactions are valid, accurate, authorised, properly classified and promptly recorded, so as to facilitate the preparation of reliable financial information. This responsibility to maintain adequate internal controls also extends to the Fund's compliance with SIS including any Circulars and Guidelines issued by a relevant regulator to the extent applicable. The internal controls should be sufficient to prevent and/or detect material non-compliance with such legislative requirements;
- Selecting and applying appropriate accounting policies;
- Making accounting estimates that are reasonable in the circumstances; and
- Making available to us all the books of the Fund, including any registers and general documents, minutes and other relevant papers of all Trustee meetings and giving us any information, explanations and assistance we require for the purposes of our audit. Section 35C(2) of SISA requires that Trustees must give to the auditor any document, relevant to the conduct of the audit, that the auditor requests in writing within 14 days of the request.

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

4.4. I am required by the Australian Auditing Standards to include an Emphasis of Matter paragraph in my audit report, and I note the anticipated wording will be:

I draw attention to note 1 of the financial report, which describes the basis of accounting. The financial report has been prepared to assist the fund meet the requirements of the SMSF's governing rules, the Superannuation Industry (Supervision) Act 1993 and the Superannuation Industry (Supervision) Regulations 1994. As a result the financial report may not be suitable for another purpose. My opinion is not modified in respect of this matter.

Notwithstanding the ATO publish the required wording of the audit report I am required to use, there may be circumstances in which my report may differ from its expected form and content.

5. Reporting

5.1. Our audit report is prepared for the members of the Fund and we disclaim any assumption of responsibility for any reliance on our report, or on the financial report to which it relates, to any person other than the members of the Fund, or for any purpose other than that for which it was prepared. If the Fund is a reporting entity this sentence requires amendment to read: 'Our auditor's report will explain that the trustees are responsible for the preparation and the fair presentation of the financial report in accordance with Australian Accounting Standards'

5.2. Report on matters identified

Under section 129 of the SISA, we are required to report to you in writing, if during the course of, or in connection with, our audit, we become aware of any contravention of the SISA or SISR which we believe has occurred, is occurring or may occur. Furthermore, you should be aware that we are also required to notify the ATO of certain contraventions of the SISA and SISR that we become aware of during the audit, which meet the tests stipulated by the ATO, irrespective of the materiality of the contravention or action taken by the trustees to rectify the matter. Finally, under section 130, we are required to report to you and the ATO if we believe the financial position of the Fund may be, or may be about to become unsatisfactory.

5.3. You should not assume that any matters reported to you, or that a report that there are no matters to be communicated, indicates that there are no additional matters, or matters that you should be aware of in meeting your responsibilities. The completed audit report may be provided to you as a signed hard copy or a signed electronic version.

6. Independence

We confirm that, to the best of our knowledge and belief, the engagement team meets the current independence requirements of the SISA and SISR including APES 110 Code of Ethics for Professional Accountants in relation to the audit of the Fund. In conducting our financial audit and compliance engagement, should we become aware that we have contravened the independence requirements, we shall notify you on a timely basis.

7. Third Party Involvement

7.1. We may from time to time engage third party specialist professionals and other public practitioners, where warranted to obtain the advice you need or to assist us to provide our service to you. These may include cloud service providers and outsourced service providers.

7.2. We will seek your consent if third party involvement is likely to exceed the fixed price.

7.3. We have outsourcing arrangements with TOA Global Pty Ltd based in the Philippines and Platinum Audits (Qld) whom we engage. The services we utilise are as follows:

- Audit of relevant sections within the Fund;
- Review of the transactions using the SMSF audit software;
- Liaise with clients in relation to the audit of the Fund;

- Any other tasks related to the audit process of the Fund.

7.4. In providing our services to you, we utilize an SMSF audit software called Cloudoffis using Cloud Computing provided by GetOnCloud Pty Ltd T/as Cloudoffis Australia ACN 601 942 698 which is based in Sydney, Australia. Insert details of any other third party system you use.

7.5. Acceptance of our services in conjunction with this engagement document indicates your acceptance of the use of outsourced services as described above.

8. Administration, Fees and Billings

8.1. Unless other payment terms are agreed, each invoice will be issued at the time of the completion of the audit, prior to the signing of the completed audit report, as is the normal practice of Platinum Audits (Qld).

In the event that we incur additional time or costs as a result of, for example, significant error in the information provided or the scale of the Fund changes significantly, then any changes to the fee will be discussed with the appropriate person/s at the earliest convenience. Note, our terms are 14 days payable.

8.2. In line with sections 66(5) and (6) of the SIS Act, we will conduct annual **property title searches** as part of the audit process. The fee for each property title search depends greatly on the State in which the property is held. We will on-forward these fees to the Trustee/s, and will be shown as a separate line on the final invoice.

9. Ownership of materials

9.1. You own all original materials given to us.

9.2. We own all materials produced by us that resulted from our skill and attention to the extent that the materials produced by us incorporate any original materials you give to us.

9.3. We may exercise a lien of your documents in our possession in the event of a dispute, which will be handled in accordance with our firm's dispute resolution process.

10. Privacy

10.1. Our collection use and disclosure of your personal information (PI) may be subject to the Privacy Act 1988 (Cth) and accordingly we will only collect PI about you that relates to the TE. We may disclose PI about you with your implied consent for the primary purpose of this TE or to third parties by express consent or as required by law.

10.2. We may collect PI about you, your representatives, your clients and others when we provide services to you. If we do, you agree to work with us to ensure that we both meet our respective obligations under the Privacy Act 1988 (Cth). Your obligations may include ensuring your privacy policy and contracts include a reference to your collection practices, how you will use the PI and that you may disclose the PI to an agent for public accounting services.

10.3. Where an outsourced service requires the disclosure of PI to an overseas recipient, we will take reasonable steps to ensure, by contract or otherwise, the recipient complies with the Australian Privacy Principles.

10.4. Where Your PI may be disclosed to the Institute of Public Accountants and its service providers (if requested) for the purpose of conducting an Institute of Public Accountants Professional Practice Program assessment on the services provided, which is aimed at maintaining high industry professional standards. The Institute of Public Accountants will handle your personal information in accordance with their Privacy Policy.

11. Confidentiality

11.1. We have an ethical duty of confidentiality, which means we must not share or disclose your details of this TE to anyone, except as otherwise specified in this clause, without your consent unless required to by law.

11.2. We may disclose details and records of the services provided to you to the Institute of Public Accountants (if requested) or the ATO for the purposes of conducting an Institute of Public Accountants Practice Program assessment aimed at maintaining high industry professional standards.

11.3. When using cloud computing, we only store client information in data server managed in Australia, which is subject to Australian privacy law.

12. Professional Indemnity Insurance (PII)

We hold professional indemnity insurance of at least the minimum amount prescribed in the Institute of Public Accountants By-Laws or as required by law. Our PII cover at the time of this TE is AIG Australia Limited.

13. Professional Standards Scheme & Limitation of Liability

13.1. We participate in the Institute of Public Accountants Professional Standards Scheme (Scheme), which facilitates the improvement of professional standards to protect consumers and may limit our liability to you in a cause of action.

13.2. The Scheme applies to professional accounting services including accounting, bookkeeping, taxation, auditing and assurance, insolvency and corporate reconstruction, management accounting, management consulting, forensic accounting, valuation services.

15. Other

This letter will be effective for future years unless we advise you of its amendment or replacement, or the engagement is terminated.

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

Additionally, in order to maintain transparency between all parties and in line with the changes that are constantly taking place within the financial sector around Australia, we are now required to liaise directly with the Trustees and/or Directors on certain matters. Therefore, could you please provide a contact email address for every Trustee, and/or if a Corporate Trustee, every Director of the company. Your privacy is our utmost priority and we assure you the details provided will not be used for any unsolicited correspondence. Your cooperation is appreciated.

If you choose not to provide an email address or you choose to share a group email address, we will not be held responsible if you do not receive your copy of these reports, from the accountant or other Directors/Trustees.

Yours faithfully,



Matthew Williams
29 September 2022

Acknowledged on behalf of the Trustees of Shooks Superannuation Fund by (signed).
Trustee/Director



Shooks, Lance



Shooks, Christina

Date Signed: 7 / 10 / 2022

Email Address (Lance Shooks): shooks2@bigpond.com

Email Address (Christina Shooks): shooks2@bigpond.com



Shooks Superannuation Fund Death Benefit Nomination

COMPLETE THIS FORM TO NOMINATE WHO SHOULD RECEIVE YOUR SUPERANNUATION BENEFITS ON YOUR DEATH.
THIS NOMINATION IS ON THE TRUSTEE.

Warning: A member of an SMSF can make a death benefit nomination that is a binding direction on the trustee of an SMSF provided that is catered for in the governing rules of the fund and the form is completed correctly. Please ensure you review the Governing Rules of this fund before completing the nomination otherwise, this nomination may be deemed invalid in a court of law.

Binding death benefit nominations are legal documents and carry significant risk. We therefore highly recommend that the nomination is reviewed or completed by a Legal Representative.

FUND AND MEMBER DETAILS

Fund Name:	Shooks Superannuation Fund
Member Name:	Lance Shooks
Member Code:	SHOLAN00001A
Member Address:	61 William Webb Drive, McKellar, Australian Capital Territory 2617

NOMINATION MADE TO

Lance Shooks and Christina Shooks of 61 William Webb Drive, McKellar, Australian Capital Territory, 2617 as trustees of Shooks Superannuation Fund which is a self-managed superannuation fund as defined in the Superannuation Industry (Supervision) Industry Act 1993 (Cth) ('the SIS Act').


MY NOMINATION

I hereby request the Trustee to pay my superannuation benefit payable, in event of my death, to the person(s) nominated below.

Beneficiary Name	Address of Beneficiary (LPR does not require an address)	Beneficiary's Relationship to Member	% of Total

DECLARATION & ACKNOWLEDGEMENT

1. I acknowledge that this Nomination is made in accordance with the Commissioner's view set out in SMSFD 2008/3 that the statutory requirements in subsection 59(1A) of the SIS Act and regulation 6.17A of the SIS Regulation have no application to self-managed superannuation funds.
2. I acknowledge that the requirements in the Superannuation Industry (Supervision) Act and the Superannuation Industry (Supervision) Regulations 1994 (Cth) have been satisfied notwithstanding Rule/Clause of the fund Deed does not require the Nomination to comply with the requirements in the SIS Regulations.
3. I acknowledge that each of the persons mentioned in this Nomination is my spouse, child, financial dependant and/or my legal personal representative.
4. I acknowledge that this Nomination is intended to be effective until and unless the nomination is later revoked by me.
5. I have signed this Nomination in the presence of two witnesses (who are not a nominee on this Death Benefit Nomination) both of whom are over the age of 18.
6. This nomination replaces any pre-existing nominations I currently have with this fund.


.....
Lance Shooks



Shooks Superannuation Fund
Death Benefit Nomination

7/10/22
Date

WITNESS DECLARATION

I declare that:

1. I am a person over 18 years;
2. I am not a person mentioned in this Death Benefit Nomination; and
3. The Member signed this Death Benefit Nomination in my presence and in the presence of the other witness.

Witness 1:

Full Name: Georgia Maynard

Address: 20 - 24 Trenerry Street, Weston, ACT 2611

gmaynard
Signature

7/10/22
Date



Witness 2:

Full Name: Lisa Favelle

Address: 20-24 Trenerry St Weston ACT 2611

L Favelle
Signature

07/10/22
Date



SHOOKS SUPERANNUATION FUND
Self-Managed Superannuation Fund Independent Audit Report
for the period ended 30 June 2022

Approved SMSF auditor details

Name	Matthew Williams
Business name	CBAUDIT PTY LTD t/as PLATINUM AUDITS (QLD)
Business postal address	PO Box 1306, CAPALABA, QLD, 4157
SMSF auditor number (SAN)	100040364

Self-managed superannuation fund details

Self-managed super fund (SMSF) name	Shooks Superannuation Fund
Australian business number (ABN)	15 971 245 243
Address	61 William Webb Drive McKellar AUSTRALIAN_CAPITAL_TERRITORY 2617
Year of income being audited	2022

To the SMSF trustees of the **Shooks Superannuation Fund**

PART A: Financial Audit

Opinion

I have audited the special purpose financial report of the **Shooks Superannuation Fund** comprising the statement of financial position as at **30 June 2022**, and the operating statement, a summary of significant accounting policies and other explanatory notes.

In my opinion, the financial report presents fairly in all material respects, in accordance with the accounting policies described in the notes to the financial report, the financial position of the fund at **30 June 2022** and the results of its operations for the year then ended.

Basis for Opinion

My audit has been conducted in accordance with the Australian Auditing Standards issued by the Auditing and Assurance Standard Board. My responsibilities under those standards are further described in the Approved SMSF Auditor's Responsibilities for the Audit of the Financial Report section of this report.

I am independent of the SMSF in accordance with the auditor independence requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (including Independence Standards) (the Code) that are relevant to this audit and as required by the Superannuation Industry (Supervision) Regulations 1994 (SISR). I have also fulfilled my other ethical responsibilities in accordance with the Code. In particular, neither myself, my firm or my network firm assumed a management responsibility for the fund. My firm or network firm did not prepare the financial statements for the fund. Where my firm or network firm provided any other non-assurance services to the fund, we are satisfied that those services were not prohibited under the Code and any independence threats arising have been eliminated or reduced to an acceptable level by the application of safeguards.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Emphasis of Matter – Basis of Accounting

I draw attention to note 1 of the financial report, which describes the basis of accounting. The financial report has been prepared to assist **Shooks Superannuation Fund** meet the requirements of the SMSF's governing rules, the Superannuation Industry (Supervision) Act 1993 (SISA) and the SISR. As a result, the financial report may not be suitable for other purposes and should not be distributed to parties other than the trustees. My opinion is not modified in respect of this matter.

Responsibilities of SMSF Trustees for the Financial Report

Each SMSF trustee (individual trustee or director of corporate trustee) is responsible for the preparation and fair presentation of the financial report in accordance with the financial reporting requirements of the SMSF's governing rules, the SISA and the SISR. Each trustee is also responsible for such internal controls as they determine are necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the trustees are responsible for assessing the fund's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the trustees intend to wind-up the fund or have not realistic alternative but to do so.

Each SMSF trustee is responsible for overseeing the fund's financial reporting process.

Approved SMSF Auditor's Responsibility for the Audit of the Financial Report

My objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue the auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of trustees taken on the basis of this financial report.

As part of an audit in accordance with Australian Auditing Standards, I exercise professional judgment and maintain professional scepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of an internal control.
- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the fund's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the trustees.
- Conclude on the appropriateness of trustees' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the fund's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in the auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify my opinion. My conclusions are based on the audit evidence obtained up to the date of the auditor's report. However, future events or conditions may cause the fund to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

I have communicated with the trustees regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that I may identify during the audit.

PART B: Compliance Engagement

Opinion

I have undertaken a reasonable assurance engagement on **Shooks Superannuation Fund's** compliance, in all material respects, with the applicable provisions of the SISA and the SISR as listed below ("the listed provisions") for the year ended **30 June 2022**.

Sections: 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K

Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA

In my opinion, each trustee of **Shooks Superannuation Fund** has complied in all material respects, with the listed provisions, for the year ended **30 June 2022**.

Basis for Opinion

I have conducted my engagement in accordance with Standard on Assurance Engagements ASAE 3100 Compliance Engagements issued by the Auditing and Assurance Standards Board.

I believe that the evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Independence and Quality Control

I have complied with the independence and other ethical requirements relating to assurance engagements, and applied Auditing Standards ASQC 1 Quality Control for Firms that Perform Audits and Reviews of Financial Reports and Other Financial Information, and Other Assurance Engagements in undertaking this assurance engagement. In particular, neither myself, my firm or my network firm assumed a management responsibility for the fund. Where my firm or network firm provided any other non-assurance services to the

fund, we are satisfied that those services were not prohibited under the Code and any independence threats arising have been eliminated or reduced to an acceptable level by the application of safeguards.

SMSF Trustees' Responsibilities

Each SMSF trustee is responsible for complying with the listed provisions and for the identification of risks that threaten compliance with the listed provisions, controls which will mitigate those risks and monitoring ongoing compliance.

Approved SMSF Auditor's Responsibilities

My responsibility is to express an opinion on the trustees' compliance, in all material respects, with the listed provisions, for the year ended **30 June 2022**. ASAE 3100 Compliance Engagements requires that I plan and perform my procedures to obtain reasonable assurance about whether the trustee have complied, in all material respects, with the listed provisions for the year ended **30 June 2022**.

An assurance engagement to report on the trustees' compliance with the listed provisions involves performing procedures to obtain evidence about the compliance activity and controls implemented to meet the compliance requirements. The procedures selected depend on my judgement, including the identification and assessment of risks of material non-compliance.

My procedures included examination, on a test basis, of evidence supporting compliance with those requirements of the listed provisions for the year ended **30 June 2022**.

These tests have not been performed continuously throughout the period, were not designed to detect all instances of non-compliance, and have not covered any other provisions of the SISA and the SISR apart from those specified.

Inherent Limitations

Due to the inherent limitations of an assurance engagement, together with the internal control structure it is possible that fraud, error, or non-compliance with the listed provisions may occur and not be detected.

A reasonable assurance engagement for the year ended **30 June 2022** does not provide assurance on whether compliance with the listed provisions will continue in the future.

SMSF Auditor's Name: Matthew Williams

SMSF Auditor's Signature:



Date Audit Completed – 11 October 2022

APPENDIX 1 - Explanation of listed sections and regulations in compliance report

This appendix is included to assist with the meaning of the legislation and regulations listed above

Section or Regulation	Explanation
S17A	The fund must meet the definition of an SMSF
S35AE	The trustees must keep and maintain accounting records for a minimum of five years
S35B	The trustees must prepare, sign and retain accounts and statements
S35(C)(2)	The trustees must provide the auditor with the necessary documents to complete the audit in a timely and professional manner; and within 14 days of a written request from the auditor
S62	The fund must be maintained for the sole purpose of providing benefits to any or all of the following: fund members upon their retirement, fund members upon reaching a prescribed age, the dependents of a fund member in the case of a member's death before retirement
S65	The trustees must not loan monies or provide financial assistance to any member or relative at any time during the financial year
S66	The trustees must not acquire any assets (not listed as an exemption) from any member or related party of the fund
S67	The trustees of the fund must not borrow any money or maintain an existing borrowing (not listed as an exemption)
S67A & 67B	The fund must comply with the limited recourse borrowing arrangement rules when borrowing to purchase single acquirable asset or replacement assets (not listed as an exception to the borrowing rules)
S82-85	The trustee must comply with the in-house asset rules
S103	The trustees must keep minutes of all meetings and retain the minutes for a minimum of 10 years
S104	The trustee must keep up to date records of all trustee or director of corporate trustee changes and trustee consents for a minimum of 10 years
S104A	Trustees who became a trustee on or after 1 July 2007, must sign and retain a trustee declaration
S105	The trustee must ensure that copies of all member or beneficiary reports are kept for a minimum of 10 years
S109	All investment transactions must be made and maintained at arms-length – that is, purchase, sale price and income from an asset reflects a true market value / rate of return
S126K	A disqualified person cannot be a trustee, investment manager or custodian of a superannuation fund
Sub Reg 1.06(9A)	Pension payments must be made at least annually and must be at least the amount calculated under Schedule 7
Reg 4.09	Trustees must formulate, regularly review and give effect to an investment strategy for the fund
Reg 4.09A	The assets of the SMSF must be held separately from any assets held by the trustee personally or by a standard employer sponsor or an associate of the standard employer
Reg 5.03	Investment returns must be allocated to members in a manner that is fair and reasonable
Reg 5.08	Member minimum benefits must be maintained in the fund until transferred, rolled over, allotted (to the member's spouse) or cashed in a permitted fashion
Reg 6.17	Payments of member benefits must be made in accordance with Part 6 or Part 7A of the regulations and be permitted by the trust deed
Reg 7.04	Contributions can only be accepted in accordance with the applicable rules for the year being audited

Reg 8.02B	When preparing accounts and statements required by subsection 35B(1) of SISA, an asset must be valued at its market value
Reg 13.12	Trustees must not recognise an assignment of a super interest of a member or beneficiary
Reg 13.13	Trustees must not recognise a charge over or in relation to a member's benefits
Reg 13.14	Trustees must not give a charge over, or in relation to, an asset of the fund
Reg 13.18AA	Investments in collectables and personal use assets must be maintained in accordance with prescribed rules

SMSF Tax Return**2023**

1 Jul 2022—30 Jun 2023

TFN Recorded

PART A ELECTRONIC LODGMENT DECLARATION (FORM P, T, F, SMSF OR EX)

This declaration is to be completed where the tax return is to be lodged via the Tax Office's electronic lodgment service (ELS). It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

Privacy

The ATO is authorised by the *Taxation Administration Act 1953* to request the provision of tax file numbers (TFNs). The ATO will use the TFNs to identify each partner or beneficiary or entity in our records. It is not an offence not to provide the TFNs. However, you cannot lodge your tax return electronically if you do not quote your TFN.

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

The Australian Business Register

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

Please refer to the privacy statement on the Australian Business Register (ABR) website (www.abr.gov.au) for further information – it outlines our commitment to safeguarding your details.

Electronic Funds Transfer – Direct Debit

Where you have requested an EFT direct debit some of your details will be provided to your financial institution and the Tax Office's sponsor bank to facilitate the payment of your taxation liability from your nominated account.

Tax File Number	Name of partnership, trust, fund or entity	Year
TFN Recorded	Shooks Superannuation Fund	2023

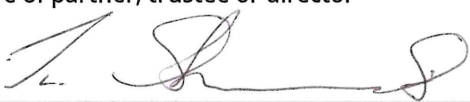
I authorise my tax agent to electronically transmit this tax return via the electronic lodgment service.

Important

Before making this declaration please check to ensure that all income has been disclosed and the tax return is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the Tax Office. The tax law provides heavy penalties for false or misleading statements on tax returns.

Declaration - I declare that:

- the information provided to my registered tax agent for the preparation of this tax return, including any applicable schedules is true and correct, and
- the agent is authorised to lodge this tax return.

Signature of partner, trustee or director	Date
	30-10-23

PART B ELECTRONIC FUNDS TRANSFER CONSENT

This declaration is to be completed when an electronic funds transfer EFT of a refund is requested and the tax return is being lodged through the electronic lodgment service ELS.

This declaration must be signed by the taxpayer prior to the EFT details being transmitted to the Tax Office. If you elect for an EFT, all details below must be completed.

Important

Care should be taken when completing EFT details as the payment of any refund, including any family tax benefit, will be made to the account specified.

Agent Ref No.	BSB Number	Account Number	Account Name
73006009	067167	17752609	Shooks Superannuation Fund

I authorise the refund to be deposited directly to the account specified.

Signature	Date
	30-10-23

PART D TAX AGENTS CERTIFICATE (SHARED FACILITIES USERS ONLY)

Client Ref	Agent Ref No.	Contact Name	Contact No.
000276	73006009	GLR Accountants Pty Ltd	02 6287 2655

Declaration - I declare that:

- I have prepared this tax return and/or family tax benefit tax claim in accordance with the information supplied by the taxpayer
- I have received a declaration made by the taxpayer that the information provided to me for the preparation of this document is true and correct, and
- I am authorised by the taxpayer to lodge this tax return and any applicable schedules that are attached.

Agent's Signature	Date

Section A: Fund information

Period start				01/07/2022
Period end				30/06/2023
1 TAX FILE NUMBER				TFN Recorded
2 NAME OF SELF-MANAGED SUPERANNUATION FUND (SMSF)				Shooks Superannuation Fund
3 AUSTRALIAN BUSINESS NUMBER				15 971 245 243
4 CURRENT POSTAL ADDRESS				
Address	Town/City	State	Postcode	
PO Box 3875	Weston Creek	ACT	2611	
5 ANNUAL RETURN STATUS				
Is this the first required return for a newly registered SMSF?				No
6 SMSF AUDITOR				
Was part A of the audit report qualified?				B No
Was part B of the audit report qualified?				C No
7 ELECTRONIC FUNDS TRANSFER (EFT)				
A. Fund's financial institution account details				
BSB number				067167
Account number				17752609
Account name				Shooks Superannuation Fund
I would like my tax refunds made to this account				Yes
C. Electronic service address alias				BGLSF360
8 STATUS OF SMSF				
Australian superannuation fund?				A Yes
Fund benefit structure				B A
Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Contribution?				C Yes
10 EXEMPT CURRENT PENSION INCOME				
Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year?				Yes
Exempt current pension income amount				A \$97,528.00
Which method did you use to calculate your exempt current pension income?				B Unsegregated
Was an actuarial certificate obtained?				D Yes
Did the fund have any other income that was assessable?				E Yes

Choosing 'No' means that you do not have any assessable income, including no-TFN quoted contributions. Go to Section C: Deductions and non-deductible expenses. (**Do not complete Section B: Income.**) If you are entitled to claim any tax offsets, you can list these at Section D: Income tax calculation statement.

Section B: Income

11 INCOME			
Prior year losses brought forward			
Other Net Capital Losses			\$175,852.00
Did you have a CGT event during the year?		G	Yes
Have you applied an exemption or rollover?		M	No
Net capital gain		A	\$0.00
Losses carried forward			
Other Net Capital Losses			\$329,770.00
Gross interest income		C	\$2,725.00
Tax file number amounts withheld from gross interest			\$0.00
Transfers from foreign funds income	Number 0	F	
Franked dividend income amount		K	\$67,735.00
Franking credit		L	\$28,472.00
Assessable contributions	(R1 + R2 + R3 less R6)	R	\$5,121.00
Assessable employer contributions		R1	\$5,121.00
No-TFN-quoted contributions		R3	\$0.00
Gross income		W	\$104,053.00
Exempt current pension income		Y	\$97,528.00
Total assessable income		V	\$6,525.00

Section C: Deductions and non-deductible expenses

12 DEDUCTIONS			
		Deductions	Non-Deductible Expenses
SMSF auditor fee	H1	\$6.00	H2 \$455.00
Management and administration expenses	J1	\$293.00	J2 \$2,368.00
Totals	N	\$299.00	Y \$2,823.00
Total SMSF expenses		(N + Y)	Z \$3,122.00
Taxable income or loss		(TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)	O \$6,226.00

Section D: Income tax calculation statement

13 CALCULATION STATEMENT			
Taxable income		A	\$6,226.00
Tax on taxable income		T1	\$933.90
Tax on no-TFN-quoted contributions		J	\$0.00
Gross tax		B	\$933.90
Subtotal	(B less C - cannot be less than zero)	T2	\$933.90

Non-refundable carry forward tax offsets	(D1 + D2 + D3 + D4)	D	\$0.00
Early stage venture capital limited partnership tax offset		D1	\$0.00
Early stage venture capital limited partnership tax offset carried forward from previous year		D2	\$0.00
Early stage investor tax offset		D3	\$0.00
Early stage investor tax offset carried forward from previous year		D4	\$0.00
Subtotal	(T2 less D – cannot be less than zero)	T3	\$933.90
REFUNDABLE TAX OFFSETS	(E1 + E2 + E3 + E4)	E	\$28,472.43
Complying fund's franking credits tax offset		E1	\$28,472.43
Exploration credit tax offset		E4	\$0.00
Tax Payable		T5	\$0.00
Eligible credits	(H2 + H3 + H5 + H6 + H8)	H	\$0.00
Credit for tax withheld – where ABN or TFN not quoted (non-individual)		H3	\$0.00
Credit for TFN amounts withheld from payments from closely held trusts		H5	\$0.00
Credit for amounts withheld from foreign resident capital gains withholding		H8	\$0.00
Tax offset refunds (Remainder of refundable tax offsets)		I	\$27,538.53
Supervisory levy		L	\$259.00
Supervisory levy adjustment for wound up funds		M	\$0.00
Supervisory levy adjustment for new funds		N	\$0.00
Amount refundable		S	\$27,279.53

Section E: Losses

14 LOSSES			
Net capital losses carried forward to later income years		V	\$329,770.00

Section H: Assets and liabilities

15 ASSETS			
15b Australian direct investments			
Cash and term deposits		E	\$132,074.00
Listed shares		H	\$858,580.00
Other assets		O	\$27,538.00
15d Overseas direct investments			
Total Australian and overseas assets		U	\$1,018,192.00

16 LIABILITIES

Total member closing account balances	W	\$1,018,193.00
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Total liabilities	Z	\$1,018,193.00
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Section K : Declarations**PREFERRED TRUSTEE OR DIRECTOR CONTACT DETAILS**

Title	Mr
First name	Lance
Family name	Shooks
Contact number	02 62872655

TAX AGENT'S CONTACT DETAILS

Practice name	GLR Accountants
Title	Mr
First name	Brett
Family name	Hanlon
Contact number	02 62872655

Member 1 — Shooks, Christina (TFN Recorded)

Account status	Open
Tax File Number	TFN Recorded
INDIVIDUAL NAME	
Title	Mrs
Given name	Christina
Other given names	
Family name	Shooks
Suffix	
Date of birth	24 Dec 1957
Date of death	
CONTRIBUTIONS	
Opening account balance	\$523,487.53
Employer contributions	A
Principal Employer ABN	A1
Personal contributions	B
CGT small business retirement exemption	C
CGT small business 15 year exemption	D
Personal injury election	E
Spouse and child contributions	F
Other third party contributions	G
Proceeds from primary residence disposal	H
Receipt date	H1
Assessable foreign superannuation fund amount	I
Non-assessable foreign superannuation fund amount	J
Transfer from reserve: assessable amount	K
Transfer from reserve: non-assessable amount	L
Contributions from non-complying funds and previously non-complying funds	T
Any other contributions (including Super Co-contributions and Low Income Super Contributions)	M
Total Contributions	N

OTHER TRANSACTIONS

Allocated earnings or losses	O	\$38,373.64
Inward rollovers and transfers	P	
Outward rollovers and transfers	Q	
TRIS Count		
Accumulation phase account balance	S1	
Retirement phase account balance - Non CDBIS	S2	\$534,361.17
Retirement phase account balance - CDBIS	S3	
Accumulation phase value	X1	
Retirement phase value	X2	
Outstanding Limited recourse borrowing arrangement	Y	
Lump Sum payment	R1	
Income stream payment	R2	\$27,500.00
Closing account balance	S	\$534,361.17

Member 2 — Shooks, Lance (TFN Recorded)

Account status		Open
Tax File Number		TFN Recorded
INDIVIDUAL NAME		
Title		Mr
Given name		Lance
Other given names		
Family name		Shooks
Suffix		
Date of birth		14 Jul 1957
Date of death		
CONTRIBUTIONS		
Opening account balance		\$472,000.44
Employer contributions	A	\$5,121.97
Principal Employer ABN	A1	
Personal contributions	B	
CGT small business retirement exemption	C	
CGT small business 15 year exemption	D	
Personal injury election	E	
Spouse and child contributions	F	
Other third party contributions	G	
Proceeds from primary residence disposal	H	
Receipt date	H1	
Assessable foreign superannuation fund amount	I	
Non-assessable foreign superannuation fund amount	J	
Transfer from reserve: assessable amount	K	
Transfer from reserve: non-assessable amount	L	
Contributions from non-complying funds and previously non-complying funds	T	
Any other contributions (including Super Co-contributions and Low Income Super Contributions)	M	\$438.35
Total Contributions	N	\$5,560.32

OTHER TRANSACTIONS

Allocated earnings or losses	O	\$33,771.19
Inward rollovers and transfers	P	
Outward rollovers and transfers	Q	
TRIS Count		
Accumulation phase account balance	S1	\$16,986.43
Retirement phase account balance – Non CDBIS	S2	\$466,845.52
Retirement phase account balance – CDBIS	S3	
Accumulation phase value	X1	
Retirement phase value	X2	
Outstanding Limited recourse borrowing arrangement	Y	
Lump Sum payment	R1	
Income stream payment	R2	\$27,500.00
Closing account balance	S	\$483,831.95

Capital Gains Tax Schedule

1 CURRENT YEAR CAPITAL GAINS AND CAPITAL LOSSES	Capital gains	Capital losses
Shares in companies listed on an Australian securities exchange	A \$66,501.00	K \$220,419.00
Other shares	B	L
Units in unit trusts listed on an Australian securities exchange	C	M
Other units	D	N
Real estate situated in Australia	E	O
Other real estate	F	P
Amount of capital gains from a trust (including a managed fund)	G	
Collectables	H	Q
Other CGT assets and any other CGT events	I	R
Amount of capital gain previously deferred under transitional CGT relief for superannuation funds	S \$0.00	
Total current year	J \$66,501.00	A \$220,419.00
2 CAPITAL LOSSES		
Total current year capital losses applied		B \$66,501.00
Total prior year net capital losses applied		C
Total capital losses transferred in applied (only for transfers involving a foreign bank branch or permanent establishment of a foreign financial entity)		D
Total capital losses applied		E \$66,501.00
3 UNAPPLIED NET CAPITAL LOSSES CARRIED FORWARD		
Net capital losses from collectables carried forward to later income years		A
Other net capital losses carried forward to later income years		B \$329,770.00
4 CGT DISCOUNT		
Total CGT discount applied		A
5 CGT CONCESSIONS FOR SMALL BUSINESS		
Small business active asset reduction		A
Small business retirement exemption		B
Small business rollover		C
Total small business concessions applied		D \$0.00
6 NET CAPITAL GAIN		
		A \$0.00
1J less 2E less 4A less 5D (cannot be less than zero). Amount will appear at label A, Net capital gain on your tax return		
7 EARNOUT ARRANGEMENTS		
Income year earnout right created		F
Amended net capital gain or capital losses carried forward		G

8 OTHER CGT INFORMATION REQUIRED (IF APPLICABLE)

Small business 15 year exemption – exempt capital gains	A
Capital gains disregarded by a foreign resident	B
Capital gains disregarded as a result of a scrip for scrip rollover	C
Capital gains disregarded as a result of an inter-company asset rollover	D
Capital gains disregarded by a demerging entity	E

Losses schedule

Part A Losses carried forward to the 2023–2024 income year

1 TAX LOSSES CARRIED FORWARD TO LATER INCOME YEARS

2022–2023	B	
2021–2022	C	
2020–2021	D	
2019–2020	E	
2018–2019	F	
2017–2018 and earlier years	G	
Total	U	

2 NET CAPITAL LOSSES CARRIED FORWARD TO LATER INCOME YEARS

2022–2023	H	\$153,918.00
2021–2022	I	\$76,425.00
2020–2021	J	
2019–2020	K	\$61,311.00
2018–2019	L	\$11,293.00
2017–2018 and earlier years	M	\$26,823.00
Total	V	\$329,770.00

Part B Ownership and same business test

1 WHETHER CONTINUITY OF MAJORITY OWNERSHIP TEST PASSED

2022–2023	A
2021–2022	B
2020–2021	C
2019–2020	D
2018–2019	E
2017–2018 and earlier years	F

2 AMOUNT OF LOSSES DEDUCTED FOR WHICH THE CONTINUITY OF MAJORITY OWNERSHIP TEST IS NOT PASSED BUT THE BUSINESS CONTINUITY TEST IS SATISFIED – EXCLUDES FILM LOSSES

Tax losses	G
Net capital losses	H

3 LOSSES CARRIED FORWARD FOR WHICH THE BUSINESS CONTINUITY TEST MUST BE SATISFIED BEFORE THEY CAN BE DEDUCTED IN LATER YEARS – EXCLUDES FILM LOSSES

Tax losses	I
Net capital losses	J

4 DO CURRENT YEAR LOSS PROVISIONS APPLY?

Is the company required to calculate its taxable income or tax loss for the year under Subdivision 165-B or its net capital gain or net capital loss for the year under Subdivision 165-CB of the <i>Income Tax Assessment Act 1997</i> (ITAA 1997)?	K
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Part C Unrealised losses

Has a changeover time occurred in relation to the company after 1.00pm by legal time in the Australian Capital Territory on 11 November 1999?	L
At the changeover time did the company satisfy the maximum net asset value test under section 152-15 of ITAA 1997?	M
If you selected No at M, has the company determined it had an unrealised net loss at the changeover time?	N
If you selected Yes at N, what was the amount of unrealised net loss calculated under section 165-115E of ITAA 1997?	O

Part D Life insurance companies

Complying superannuation class tax losses carried forward to later income years	P
Complying superannuation net capital losses carried forward to later income years	Q

Part E Controlled foreign company losses

Current year CFC losses	M
CFC losses deducted	N
CFC losses carried forward	O

Part F Tax losses reconciliation statement

Balance of tax losses brought forward from the prior income year	A	
ADD Uplift of tax losses of designated infrastructure project entities	B	
SUBTRACT Net forgiven amount of debt	C	
ADD Tax loss incurred (if any) during current year	D	
ADD Tax loss amount from conversion of excess franking offsets	E	
SUBTRACT Net exempt income	F	
SUBTRACT Tax losses forgone	G	
SUBTRACT Tax losses deducted	H	
SUBTRACT Tax losses transferred out under Subdivision 170-A (only for transfers involving a foreign bank branch or a PE of a foreign financial entity)	I	
Total tax losses carried forward to later income years	J	\$0.00

Financial statements and reports for the year ended
30 June 2023

Shooks Superannuation Fund

Prepared for: Lance Shooks and Christina Shooks

Shooks Superannuation Fund

Operating Statement

For the year ended 30 June 2023

	Note	2023	2022
		\$	\$
Income			
Investment Income			
Dividends Received		67,736	120,397
Interest Received		2,726	22
Contribution Income			
Employer Contributions		5,122	2,922
Other Contributions		438	500
Total Income		<u>76,022</u>	<u>123,841</u>
Expenses			
Accountancy Fees		2,398	1,738
ATO Supervisory Levy		259	259
Auditor's Remuneration		462	451
Bank Charges		5	0
Investment Expenses		0	21,509
		<u>3,124</u>	<u>23,957</u>
Member Payments			
Pensions Paid		55,000	79,000
Investment Losses			
Changes in Market Values		22,731	426,078
Total Expenses		<u>80,855</u>	<u>529,035</u>
Benefits accrued as a result of operations before income tax			
		<u>(4,833)</u>	<u>(405,195)</u>
Income Tax Expense		(27,538)	(50,876)
Benefits accrued as a result of operations		<u>22,706</u>	<u>(354,319)</u>

Shooks Superannuation Fund

Statement of Financial Position

As at 30 June 2023

	Note	2023	2022
		\$	\$
Assets			
Investments			
Shares in Listed Companies (Australian)		858,580	895,835
Total Investments		<u>858,580</u>	<u>895,835</u>
Other Assets			
CBA 4971		13,659	46,970
CBA 2609		18,415	1,806
Dividends Receivable		0	0
NAB Term Deposit 9110		100,000	0
Income Tax Refundable		27,539	50,876
Total Other Assets		<u>159,613</u>	<u>99,652</u>
Total Assets		<u>1,018,193</u>	<u>995,487</u>
Net assets available to pay benefits		<u>1,018,193</u>	<u>995,487</u>
Represented by:			
Liability for accrued benefits allocated to members' accounts			
Shooks, Lance - Accumulation		16,986	11,322
Shooks, Lance - Pension (Pension 3 7/14 Rev)		212,301	219,135
Shooks, Lance - Pension (Account Based Pension 5)		254,545	241,543
Shooks, Christina - Pension (Pension 2 7/14 Rev)		193,667	200,208
Shooks, Christina - Pension (Pension 3 10/14 Rev)		86,140	81,734
Shooks, Christina - Pension (Account Based Pension 5)		254,554	241,545
Total Liability for accrued benefits allocated to members' accounts		<u>1,018,193</u>	<u>995,487</u>

Shooks Superannuation Fund

Statement of Taxable Income

For the year ended 30 June 2023

	2023
	\$
Benefits accrued as a result of operations	(4,833.00)
Less	
Increase in MV of investments	131,187.00
Exempt current pension income	97,528.00
Realised Accounting Capital Gains	(153,918.00)
Non Taxable Contributions	438.00
	<u>75,235.00</u>
Add	
SMSF non deductible expenses	2,823.00
Pension Payments	55,000.00
Franking Credits	28,472.00
	<u>86,295.00</u>
SMSF Annual Return Rounding	(1.00)
Taxable Income or Loss	<u>6,226.00</u>
Income Tax on Taxable Income or Loss	933.90
Less	
Franking Credits	28,472.43
CURRENT TAX OR REFUND	<u>(27,538.53)</u>
Supervisory Levy	259.00
AMOUNT DUE OR REFUNDABLE	<u>(27,279.53)</u>

Shooks Superannuation Fund

Realised Capital Gains Report

For The Period 01 July 2022 - 30 June 2023

Investment		Accounting Treatment				Tax Treatment						
Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
Shares in Listed Companies (Australian)												
APE.AX - Eagers Automotive Limited												
23/02/2023	27/04/2023	2,000.00	26,333.40	28,371.13	2,037.73	26,333.40	26,333.40	0.00	0.00	0.00	2,037.73	0.00
12/08/2022	27/04/2023	1,000.00	13,029.67	14,185.56	1,155.89	13,029.67	13,029.67	0.00	0.00	0.00	1,155.89	0.00
12/08/2022	27/04/2023	1,450.00	18,861.84	20,569.07	1,707.23	18,861.84	18,861.84	0.00	0.00	0.00	1,707.23	0.00
		4,450.00	58,224.91	63,125.76	4,900.85	58,224.91	58,224.91	0.00	0.00	0.00	4,900.85	0.00
BAS.AX - Bass Oil Limited												
16/11/2022	16/11/2022	100,000.00	5,319.95	6,980.05	1,660.10	5,319.95	5,319.95	0.00	0.00	0.00	1,660.10	0.00
		100,000.00	5,319.95	6,980.05	1,660.10	5,319.95	5,319.95	0.00	0.00	0.00	1,660.10	0.00
CTP.AX - Central Petroleum Limited (CTP)												
31/07/2017	26/07/2022	50,000.00	6,269.95	5,230.05	(1,039.90)	6,269.95	6,269.95	0.00	0.00	0.00	0.00	(1,039.90)
		50,000.00	6,269.95	5,230.05	(1,039.90)	6,269.95	6,269.95	0.00	0.00	0.00	0.00	(1,039.90)
DGL.AX - DGL Group Limited												
15/11/2022	18/11/2022	10,000.00	17,412.61	16,122.23	(1,290.38)	17,412.61	17,412.61	0.00	0.00	0.00	0.00	(1,290.38)
		10,000.00	17,412.61	16,122.23	(1,290.38)	17,412.61	17,412.61	0.00	0.00	0.00	0.00	(1,290.38)
IGL.AX - Ive Group Limited												
23/02/2023	28/03/2023	10,000.00	26,584.72	23,471.80	(3,112.92)	26,584.72	26,584.72	0.00	0.00	0.00	0.00	(3,112.92)
28/02/2022	28/03/2023	10,000.00	19,529.43	23,471.80	3,942.37	19,529.43	19,529.43	0.00	0.00	3,942.37	0.00	0.00
28/02/2022	28/03/2023	10,000.00	19,843.35	23,471.80	3,628.45	19,843.35	19,843.35	0.00	0.00	3,628.45	0.00	0.00
31/12/2021	28/03/2023	10,000.00	17,229.95	23,196.79	5,966.84	17,229.95	17,229.95	0.00	0.00	5,966.84	0.00	0.00
16/03/2021	28/03/2023	20,000.00	31,637.92	46,393.58	14,755.66	31,637.92	31,637.92	0.00	0.00	14,755.66	0.00	0.00
		60,000.00	114,825.37	140,005.77	25,180.40	114,825.37	114,825.37	0.00	0.00	28,293.32	0.00	(3,112.92)

Shooks Superannuation Fund

Realised Capital Gains Report

For The Period 01 July 2022 - 30 June 2023

Investment		Accounting Treatment				Tax Treatment						
Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
Shares in Listed Companies (Australian)												
IPL.AX - Incitec Pivot Limited												
15/11/2022	20/03/2023	10,000.00	39,897.82	31,362.32	(8,535.50)	39,897.82	39,897.82	0.00	0.00	0.00	0.00	(8,535.50)
		10,000.00	39,897.82	31,362.32	(8,535.50)	39,897.82	39,897.82	0.00	0.00	0.00	0.00	(8,535.50)
MQG.AX - Macquarie Group Limited												
18/04/2023	28/04/2023	500.00	90,050.56	91,111.27	1,060.71	90,050.56	90,050.56	0.00	0.00	0.00	1,060.71	0.00
		500.00	90,050.56	91,111.27	1,060.71	90,050.56	90,050.56	0.00	0.00	0.00	1,060.71	0.00
PPT.AX - Perpetual Limited												
15/07/2022	10/11/2022	1,000.00	28,643.23	32,261.24	3,618.01	28,643.23	28,643.23	0.00	0.00	0.00	3,618.01	0.00
15/07/2022	10/11/2022	1,000.00	28,643.23	32,451.02	3,807.79	28,643.23	28,643.23	0.00	0.00	0.00	3,807.79	0.00
03/11/2022	10/11/2022	1,000.00	28,834.56	31,462.20	2,627.64	28,834.56	28,834.56	0.00	0.00	0.00	2,627.64	0.00
21/07/2022	10/11/2022	1,000.00	30,279.72	32,660.76	2,381.04	30,279.72	30,279.72	0.00	0.00	0.00	2,381.04	0.00
		4,000.00	116,400.74	128,835.22	12,434.48	116,400.74	116,400.74	0.00	0.00	0.00	12,434.48	0.00
PTM.AX - Platinum Asset Management Limited												
25/03/2019	03/03/2023	600.00	2,951.48	1,053.62	(1,897.86)	2,951.48	2,951.48	0.00	0.00	0.00	0.00	(1,897.86)
26/02/2020	03/03/2023	5,000.00	22,129.95	8,780.18	(13,349.77)	22,129.95	22,129.95	0.00	0.00	0.00	0.00	(13,349.77)
20/11/2019	03/03/2023	2,000.00	8,819.95	3,512.07	(5,307.88)	8,819.95	8,819.95	0.00	0.00	0.00	0.00	(5,307.88)
26/02/2020	03/03/2023	9,000.00	39,557.41	15,804.33	(23,753.08)	39,557.41	39,557.41	0.00	0.00	0.00	0.00	(23,753.08)
25/11/2019	03/03/2023	1,000.00	4,289.95	1,756.04	(2,533.91)	4,289.95	4,289.95	0.00	0.00	0.00	0.00	(2,533.91)
21/09/2020	03/03/2023	6,400.00	21,021.95	11,238.63	(9,783.32)	21,021.95	21,021.95	0.00	0.00	0.00	0.00	(9,783.32)
25/10/2021	03/03/2023	11,000.00	33,876.05	19,316.40	(14,559.65)	33,876.05	33,876.05	0.00	0.00	0.00	0.00	(14,559.65)
01/12/2021	03/03/2023	15,000.00	40,504.54	26,340.55	(14,163.99)	40,504.54	40,504.54	0.00	0.00	0.00	0.00	(14,163.99)

Shooks Superannuation Fund

Realised Capital Gains Report

For The Period 01 July 2022 - 30 June 2023

Investment		Accounting Treatment				Tax Treatment						
Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
Shares in Listed Companies (Australian)												
21/02/2023	03/03/2023	5,000.00	11,627.56	8,780.18	(2,847.38)	11,627.56	11,627.56	0.00	0.00	0.00	0.00	(2,847.38)
10/01/2023	03/03/2023	10,000.00	20,129.95	17,560.36	(2,569.59)	20,129.95	20,129.95	0.00	0.00	0.00	0.00	(2,569.59)
		65,000.00	204,908.79	114,142.36	(90,766.43)	204,908.79	204,908.79	0.00	0.00	0.00	0.00	(90,766.43)
S32.AX - South32 Limited												
28/07/2022	16/02/2023	10,000.00	37,545.00	46,394.27	8,849.27	37,545.00	37,545.00	0.00	0.00	0.00	8,849.27	0.00
28/07/2022	16/02/2023	10,000.00	37,144.52	46,394.27	9,249.75	37,144.52	37,144.52	0.00	0.00	0.00	9,249.75	0.00
10/03/2023	20/03/2023	10,000.00	43,201.78	40,451.40	(2,750.38)	43,201.78	43,201.78	0.00	0.00	0.00	0.00	(2,750.38)
13/03/2023	20/03/2023	10,000.00	42,951.48	40,451.40	(2,500.08)	42,951.48	42,951.48	0.00	0.00	0.00	0.00	(2,500.08)
		40,000.00	160,842.78	173,691.34	12,848.56	160,842.78	160,842.78	0.00	0.00	0.00	18,099.02	(5,250.46)
SPA.AX - Spacetalk Ltd												
26/03/2021	25/08/2022	99,999.00	18,529.76	5,979.99	(12,549.77)	18,529.76	18,529.76	0.00	0.00	0.00	0.00	(12,549.77)
		99,999.00	18,529.76	5,979.99	(12,549.77)	18,529.76	18,529.76	0.00	0.00	0.00	0.00	(12,549.77)
WAM.AX - WAM Capital Limited												
23/12/2021	15/07/2022	50,000.00	111,133.20	92,389.01	(18,744.19)	111,133.20	111,133.20	0.00	0.00	0.00	0.00	(18,744.19)
04/02/2022	15/07/2022	20,000.00	43,452.09	36,955.60	(6,496.49)	43,452.09	43,452.09	0.00	0.00	0.00	0.00	(6,496.49)
07/02/2022	15/07/2022	20,000.00	43,452.09	36,955.60	(6,496.49)	43,452.09	43,452.09	0.00	0.00	0.00	0.00	(6,496.49)
28/01/2022	04/08/2022	10,000.00	21,629.95	18,527.74	(3,102.21)	21,629.95	21,629.95	0.00	0.00	0.00	0.00	(3,102.21)
27/04/2022	04/08/2022	4,668.00	10,094.98	8,648.75	(1,446.23)	10,094.98	10,094.98	0.00	0.00	0.00	0.00	(1,446.23)
06/05/2022	14/10/2022	20,000.00	42,118.58	37,155.36	(4,963.22)	42,118.58	42,118.58	0.00	0.00	0.00	0.00	(4,963.22)
06/05/2022	14/10/2022	24,000.00	50,460.48	44,586.43	(5,874.05)	50,460.48	50,460.48	0.00	0.00	0.00	0.00	(5,874.05)
06/05/2022	14/10/2022	4,000.00	8,289.94	7,431.07	(858.86)	8,289.94	8,289.94	0.00	0.00	0.00	0.00	(858.86)
27/04/2022	14/10/2022	2,000.00	4,235.08	3,715.54	(519.54)	4,235.08	4,235.08	0.00	0.00	0.00	0.00	(519.54)

Shooks Superannuation Fund

Realised Capital Gains Report

For The Period 01 July 2022 - 30 June 2023

Investment		Accounting Treatment				Tax Treatment						
Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
Shares in Listed Companies (Australian)												
27/04/2022	14/10/2022	14,668.00	31,353.76	27,103.24	(4,250.52)	31,353.76	31,353.76	0.00	0.00	0.00	0.00	(4,250.52)
27/04/2022	14/10/2022	25,332.00	54,782.78	46,807.96	(7,974.82)	54,782.78	54,782.78	0.00	0.00	0.00	0.00	(7,974.82)
27/04/2022	14/10/2022	15,332.00	32,466.09	28,352.71	(4,113.38)	32,466.09	32,466.09	0.00	0.00	0.00	0.00	(4,113.38)
27/04/2022	14/10/2022	28,000.00	59,291.06	51,779.02	(7,512.05)	59,291.06	59,291.06	0.00	0.00	0.00	0.00	(7,512.05)
27/04/2022	14/10/2022	20,000.00	42,651.12	37,355.12	(5,296.00)	42,651.12	42,651.12	0.00	0.00	0.00	0.00	(5,296.00)
27/04/2022	14/10/2022	14,668.00	31,060.05	27,396.25	(3,663.80)	31,060.05	31,060.05	0.00	0.00	0.00	0.00	(3,663.80)
27/04/2022	14/10/2022	15,332.00	32,773.10	28,636.43	(4,136.67)	32,773.10	32,773.10	0.00	0.00	0.00	0.00	(4,136.67)
23/05/2022	14/10/2022	10,000.00	20,429.95	18,527.74	(1,902.21)	20,429.95	20,429.95	0.00	0.00	0.00	0.00	(1,902.21)
18/05/2022	14/10/2022	20,000.00	40,848.96	37,055.48	(3,793.48)	40,848.96	40,848.96	0.00	0.00	0.00	0.00	(3,793.48)
06/05/2022	14/10/2022	20,000.00	41,449.68	37,055.48	(4,394.20)	41,449.68	41,449.68	0.00	0.00	0.00	0.00	(4,394.20)
14/12/2022	20/03/2023	20,000.00	32,238.64	31,961.60	(277.04)	32,238.64	32,238.64	0.00	0.00	0.00	0.00	(277.04)
		358,000.00	754,211.58	658,396.13	(95,815.45)	754,211.58	754,211.58	0.00	0.00	0.00	0.00	(95,815.45)
WAX.AX - Wam Research Limited												
14/11/2022	20/03/2023	13,863.00	18,390.52	17,714.69	(675.83)	18,390.52	18,390.52	0.00	0.00	0.00	0.00	(675.83)
22/12/2022	11/04/2023	856.00	1,102.79	1,094.37	(8.42)	1,102.79	1,102.79	0.00	0.00	0.00	0.00	(8.42)
19/12/2022	11/04/2023	8,007.00	10,301.34	10,236.66	(64.68)	10,301.34	10,301.34	0.00	0.00	0.00	0.00	(64.68)
14/11/2022	11/04/2023	11,137.00	14,774.23	14,238.25	(535.98)	14,774.23	14,774.23	0.00	0.00	0.00	0.00	(535.98)
06/01/2023	11/04/2023	13,797.00	17,690.11	17,501.16	(188.95)	17,690.11	17,690.11	0.00	0.00	0.00	0.00	(188.95)
23/12/2022	11/04/2023	346.00	437.69	438.89	1.20	437.69	437.69	0.00	0.00	0.00	1.20	0.00
19/12/2022	11/04/2023	11,993.00	15,429.50	15,212.83	(216.67)	15,429.50	15,429.50	0.00	0.00	0.00	0.00	(216.67)
08/11/2022	11/04/2023	18,000.00	22,780.41	22,832.57	52.16	22,780.41	22,780.41	0.00	0.00	0.00	52.16	0.00
07/11/2022	11/04/2023	2,000.00	2,549.95	2,536.95	(13.00)	2,549.95	2,549.95	0.00	0.00	0.00	0.00	(13.00)

Shooks Superannuation Fund

Realised Capital Gains Report

For The Period 01 July 2022 - 30 June 2023

Investment		Accounting Treatment				Tax Treatment						
Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
Shares in Listed Companies (Australian)												
		79,999.00	103,456.54	101,806.37	(1,650.17)	103,456.54	103,456.54	0.00	0.00	0.00	53.36	(1,703.53)
WGB.AX - Wam Global Limited												
18/11/2022	20/03/2023	5,689.00	10,508.80	10,153.36	(355.44)	10,508.80	10,508.80	0.00	0.00	0.00	0.00	(355.44)
		5,689.00	10,508.80	10,153.36	(355.44)	10,508.80	10,508.80	0.00	0.00	0.00	0.00	(355.44)
		887,637.00	1,700,860.16	1,546,942.22	(153,917.94)	1,700,860.16	1,700,860.16	0.00	0.00	28,293.32	38,208.52	(220,419.78)
		887,637.00	1,700,860.16	1,546,942.22	(153,917.94)	1,700,860.16	1,700,860.16	0.00	0.00	28,293.32	38,208.52	(220,419.78)

Shooks Superannuation Fund

Investment Summary Report

As at 30 June 2023

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised Gain/(Loss)	Gain/(Loss)%	Portfolio Weight%	
Cash/Bank Accounts									
	CBA 2609	18,415.480000	18,415.48	18,415.48	18,415.48			1.86 %	
	CBA 4971	13,658.880000	13,658.88	13,658.88	13,658.88			1.38 %	
	NAB Term Deposit 9110	100,000.000000	100,000.00	100,000.00	100,000.00			10.09 %	
			132,074.36		132,074.36			13.33 %	
Shares in Listed Companies (Australian)									
BOQ.AX	Bank Of Queensland Limited.	5,000.00	5.490000	27,450.00	6.52	32,621.38	(5,171.38)	(15.85) %	2.77 %
CDM.AX	Cadence Capital Limited	105,000.00	0.750000	78,750.00	0.91	95,138.78	(16,388.78)	(17.23) %	7.95 %
DSK.AX	Dusk Group Limited	50,000.00	1.025000	51,250.00	3.19	159,519.50	(108,269.50)	(67.87) %	5.17 %
JBH.AX	Jb Hi-fi Limited	1,000.00	43.750000	43,750.00	44.08	44,082.70	(332.70)	(0.75) %	4.42 %
LIS.AX	Li-s Energy Limited	20,000.00	0.240000	4,800.00	0.40	8,019.95	(3,219.95)	(40.15) %	0.48 %
POS.AX	Poseidon Nickel Limited	600,000.00	0.037000	22,200.00	0.05	28,571.78	(6,371.78)	(22.30) %	2.24 %
WAM.AX	WAM Capital Limited	30,000.00	1.495000	44,850.00	1.69	50,610.65	(5,760.65)	(11.38) %	4.53 %
WGB.AX	Wam Global Limited	49,311.00	1.855000	91,471.90	1.81	89,135.64	2,336.26	2.62 %	9.23 %
WLE.AX	Wam Leaders Limited	95,577.00	1.455000	139,064.54	1.52	145,049.36	(5,984.82)	(4.13) %	14.04 %
WMI.AX	Wam Microcap Limited	101,414.00	1.410000	142,993.74	1.57	158,773.63	(15,779.89)	(9.94) %	14.43 %
WAX.AX	Wam Research Limited	200,000.00	1.060000	212,000.00	1.19	237,366.69	(25,366.69)	(10.69) %	21.40 %
			858,580.18		1,048,890.06	(190,309.88)	(18.14) %	86.67 %	
			990,654.54		1,180,964.42	(190,309.88)	(16.11) %	100.00 %	

Shooks Superannuation Fund

Members Statement

Lance Shooks
 15/35 Edie Payne Close
 Nicholls, Australian Capital Territory, 2913, Australia

Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	N/A
Age:	65	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	16,986
Date Joined Fund:	13/03/2003	Total Death Benefit:	16,986
Service Period Start Date:	12/12/1988	Current Salary:	0
Date Left Fund:		Previous Salary:	0
Member Code:	SHOLAN00001A	Disability Benefit:	0
Account Start Date:	13/03/2003		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance

Total Benefits	16,986
<u>Preservation Components</u>	
Preserved	
Unrestricted Non Preserved	16,986
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free	2,363
Taxable	14,624

Your Detailed Account Summary


	This Year
Opening balance at 01/07/2022	11,322
<u>Increases to Member account during the period</u>	
Employer Contributions	5,122
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	438
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	1,038
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	
Contributions Tax	768
Income Tax	166
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2023	16,986

Shooks Superannuation Fund Members Statement

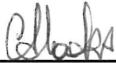
Trustee's Disclaimer

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



Lance Shooks
Trustee



Christina Shooks
Trustee

Shooks Superannuation Fund

Members Statement

Lance Shooks
 15/35 Edie Payne Close
 Nicholls, Australian Capital Territory, 2913, Australia

Your Details

		Nominated Beneficiaries:	Christina Shooks
Date of Birth :	Provided	Nomination Type:	N/A
Age:	65	Vested Benefits:	212,301
Tax File Number:	Provided	Total Death Benefit:	212,301
Date Joined Fund:	13/03/2003	Current Salary:	0
Service Period Start Date:	12/12/1988	Previous Salary:	0
Date Left Fund:		Disability Benefit:	0
Member Code:	SHOLAN00004P		
Account Start Date:	01/07/2014		
Account Phase:	Retirement Phase		
Account Description:	Pension 3 7/14 Rev		

Your Balance

Total Benefits	212,301
<u>Preservation Components</u>	
Preserved	
Unrestricted Non Preserved	212,301
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free (48.58%)	103,149
Taxable	109,152

Your Detailed Account Summary

	This Year
Opening balance at 01/07/2022	219,135
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	15,836
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	22,670
Contributions Tax	
Income Tax	
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2023	212,301

Shooks Superannuation Fund Members Statement

Trustee's Disclaimer

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Signed by all the trustees of the fund



Lance Shooks
Trustee



Christina Shooks
Trustee

Shooks Superannuation Fund

Members Statement

Lance Shooks
 15/35 Edie Payne Close
 Nicholls, Australian Capital Territory, 2913, Australia

Your Details

		Nominated Beneficiaries:	Christina Shooks
Date of Birth :	Provided	Nomination Type:	N/A
Age:	65	Vested Benefits:	254,545
Tax File Number:	Provided	Total Death Benefit:	254,545
Date Joined Fund:	13/03/2003	Current Salary:	0
Service Period Start Date:	12/12/1988	Previous Salary:	0
Date Left Fund:		Disability Benefit:	0
Member Code:	SHOLAN00007P		
Account Start Date:	14/02/2019		
Account Phase:	Retirement Phase		
Account Description:	Account Based Pension 5		

Your Balance

Total Benefits	254,545
<u>Preservation Components</u>	
Preserved	
Unrestricted Non Preserved	254,545
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free (99.11%)	252,274
Taxable	2,271

Your Detailed Account Summary

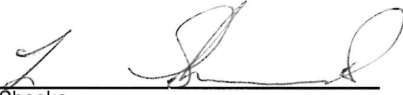
	This Year
Opening balance at 01/07/2022	241,543
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	17,832
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	4,830
Contributions Tax	
Income Tax	
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2023	254,545

Shooks Superannuation Fund Members Statement


Trustee's Disclaimer

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Signed by all the trustees of the fund



Lance Shooks
Trustee



Christina Shooks
Trustee

Shooks Superannuation Fund

Members Statement

Christina Shooks
 15/35 Edie Payne Close
 Nicholls, Australian Capital Territory, 2913, Australia

Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	Lance Shooks
Age:	65	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	193,667
Date Joined Fund:	13/03/2003	Total Death Benefit:	193,667
Service Period Start Date:	19/10/1989	Current Salary:	0
Date Left Fund:		Previous Salary:	0
Member Code:	SHOCHR00003P	Disability Benefit:	0
Account Start Date:	01/07/2014		
Account Phase:	Retirement Phase		
Account Description:	Pension 2 7/14 Rev		

Your Balance

Total Benefits	193,667
<u>Preservation Components</u>	
Preserved	
Unrestricted Non Preserved	193,667
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free (50.13%)	97,083
Taxable	96,584

Your Detailed Account Summary

	This Year
Opening balance at 01/07/2022	200,208
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	14,499
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	21,040
Contributions Tax	
Income Tax	
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2023	193,667

Shooks Superannuation Fund Members Statement


Trustee's Disclaimer

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Signed by all the trustees of the fund



Lance Shooks
Trustee



Christina Shooks
Trustee

Shooks Superannuation Fund

Members Statement

Christina Shooks
 15/35 Edie Payne Close
 Nicholls, Australian Capital Territory, 2913, Australia

Your Details

Date of Birth :	Provided	Nominated Beneficiaries:	Lance Shooks
Age:	65	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	86,140
Date Joined Fund:	13/03/2003	Total Death Benefit:	86,140
Service Period Start Date:	19/10/1989	Current Salary:	0
Date Left Fund:		Previous Salary:	0
Member Code:	SHOCHR00004P	Disability Benefit:	0
Account Start Date:	03/10/2014		
Account Phase:	Retirement Phase		
Account Description:	Pension 3 10/14 Rev		

Your Balance

Total Benefits	86,140
<u>Preservation Components</u>	
Preserved	
Unrestricted Non Preserved	86,140
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free (100.00%)	86,140
Taxable	

Your Detailed Account Summary

	This Year
Opening balance at 01/07/2022	81,734
<u>Increases to Member account during the period</u>	
Employer Contributions	
Personal Contributions (Concessional)	
Personal Contributions (Non Concessional)	
Government Co-Contributions	
Other Contributions	
Proceeds of Insurance Policies	
Transfers In	
Net Earnings	6,036
Internal Transfer In	
<u>Decreases to Member account during the period</u>	
Pensions Paid	1,630
Contributions Tax	
Income Tax	
No TFN Excess Contributions Tax	
Excess Contributions Tax	
Refund Excess Contributions	
Division 293 Tax	
Insurance Policy Premiums Paid	
Management Fees	
Member Expenses	
Benefits Paid/Transfers Out	
Superannuation Surcharge Tax	
Internal Transfer Out	
Closing balance at 30/06/2023	86,140

Shooks Superannuation Fund Members Statement

Trustee's Disclaimer

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Signed by all the trustees of the fund



Lance Shooks
Trustee



Christina Shooks
Trustee

Shooks Superannuation Fund

Members Statement

Christina Shooks
 15/35 Edie Payne Close
 Nicholls, Australian Capital Territory, 2913, Australia

Your Details		Nominated Beneficiaries:	Lance Shooks
Date of Birth :	Provided	Nomination Type:	N/A
Age:	65	Vested Benefits:	254,554
Tax File Number:	Provided	Total Death Benefit:	254,554
Date Joined Fund:	13/03/2003	Current Salary:	0
Service Period Start Date:	19/10/1989	Previous Salary:	0
Date Left Fund:		Disability Benefit:	0
Member Code:	SHOCHR00006P		
Account Start Date:	14/02/2019		
Account Phase:	Retirement Phase		
Account Description:	Account Based Pension 5		

Your Balance	
Total Benefits	254,554
<u>Preservation Components</u>	
Preserved	
Unrestricted Non Preserved	254,554
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free (99.92%)	254,349
Taxable	205



Your Detailed Account Summary		This Year
Opening balance at 01/07/2022		241,545
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings		17,839
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		4,830
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2023		254,554

Shooks Superannuation Fund Members Statement

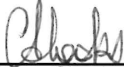
Trustee's Disclaimer

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Signed by all the trustees of the fund

Lance Shooks
Trustee



Christina Shooks
Trustee

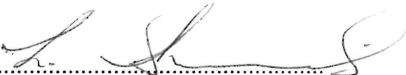
Shooks Superannuation Fund Trustees Declaration

The trustees 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 trustees declare that:

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

Signed in accordance with a resolution of the trustees by:



Lance Shooks

Trustee



Christina Shooks

Trustee

19 October 2023

Shooks Superannuation Fund

Notes to the Financial Statements

For the year ended 30 June 2023

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 Trustee(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 the 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 at the fair value of the consideration received or receivable.

Interest revenue

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

Notes to the Financial Statements

For the year ended 30 June 2023

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).

d. Liability for Accrued Benefits

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

e. Critical Accounting Estimates and Judgements

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

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

Shooks Superannuation Fund

Minutes of a meeting of the Trustee(s)

held on 19 October 2023 at 15/35 Edie Payne Close, Nicholls, Australian Capital Territory 2913

PRESENT:	Lance Shooks and Christina Shooks
MINUTES:	The Chair reported that the minutes of the previous meeting had been signed as a true record.
FINANCIAL STATEMENTS OF SUPERANNUATION FUND:	<p>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.</p> <p>The Chair tabled the financial statements and notes to the financial statements of the superannuation fund in respect of the year ended 30 June 2023 and it was resolved that such statements be and are hereby adopted as tabled.</p>
TRUSTEE'S DECLARATION:	It was resolved that the trustee's declaration of the superannuation fund be signed.
ANNUAL RETURN:	Being satisfied that the fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and Regulations during the year ended 30 June 2023, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.
TRUST DEED:	The Chair tabled advice received from the fund's legal adviser confirming that the fund's trust deed is consistent with all relevant superannuation and trust law.
INVESTMENT STRATEGY:	The allocation of the fund's assets and the fund's investment performance over this financial year were reviewed and found to be within the acceptable ranges outlined in the investment strategy. After considering the risk, rate of return 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).
INVESTMENT ACQUISITIONS:	It was resolved to ratify the investment acquisitions throughout the financial year ended 30 June 2023.
INVESTMENT DISPOSALS:	It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2023.
AUDITORS:	<p>It was resolved that</p> <p>Super Audits</p> <p>of</p> <p>702/20 Hindmarsh Square Adelaide SA 5000</p> <p>act as auditors of the Fund for the next financial year.</p>
TAX AGENTS:	<p>It was resolved that</p> <p>G L R Accountants</p> <p>act as tax agents of the Fund for the next financial year.</p>

Shooks Superannuation Fund

Minutes of a meeting of the Trustee(s)

held on 19 October 2023 at 15/35 Edie Payne Close, Nicholls, Australian Capital Territory 2913

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.

PAYMENT OF BENEFITS:

The trustee has ensured that any payment of benefits made from the Fund, meets the requirements of the Fund's deed and does not breach the superannuation laws in relation to:

1. making payments to members; and,
2. breaching the Fund or the member investment strategy.

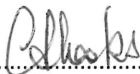
The trustee has reviewed the payment of the benefit and received advice that the transfer is in accordance with the Deed and the superannuation laws. As such the trustee has resolved to allow the payment of the benefits on behalf of the member.

CLOSURE:

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

There being no further business the meeting then closed.

Signed as a true record –


.....

Christina Shooks

Chairperson

Terms of Engagement for SMSF Audit

1. Purpose

This Terms of Engagement for Audit Engagement Services (TE) confirms our understanding of the engagement and the nature and limitations of services provided.

2. The objective and scope of the audit

- 2.1 You have requested that we audit the XYZ (the Fund):
- a. financial report, which comprises the statement of financial position as at 30 June 2023 and the notes to the financial statements; and
 - b. compliance during the same period with the requirements of the *Superannuation Industry (Supervision) Act 1993* (SISA) and SIS Regulations (SISR) specified in the approved form auditor's report as issued by the Australian Taxation Office (ATO), which are sections 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103,104, 104A, 105, 109 and 126K of the SISA and regulations 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, and 13.18AA of the SISR.
- 2.2 We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter. Our audit will be conducted pursuant to the SISA with the objective of our expressing an opinion on the financial report and the Fund's compliance with the specified requirements of the SISA and SISR.
- 2.3 We wish to draw your attention to our firm's system of quality control which has been established and maintained in accordance with the relevant APESB standard. As a result, our files may be subject to review as part of the quality control review program of the Accounting Profession which monitors compliance with professional standards by its members. We advise you that by accepting our engagement you acknowledge that, if requested, our files relating to this engagement will be made available under this program. Should this occur, we will advise you.

3. The responsibilities of the auditor

- 3.2 We will conduct our financial audit in accordance with Australian Auditing Standards and our compliance engagement in accordance with applicable Standards on Assurance Engagements, issued by the Auditing and Assurance Standards Board (AUASB) and with and the Accounting Professionals and Ethical Standards APES 210 *Conformity with Auditing and Assurance Standards*. These standards require that we comply with relevant ethical requirements relating to audit and assurance engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement and that you have complied, in all material respects, with the specified requirements of the SISA and SISR.
- 3.3 The annual audit of the financial reports and records of the Fund must be carried out during and after the end of each year of income. In accordance with section 35C of the SISA, we are required to provide to the trustees of the Fund an auditor's report in the approved form within the

prescribed time as set out in the SISR, 28 days after the trustees have provided all documents relevant to the preparation of the auditor's report.

3.4 **Financial audit**

A financial audit involves performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. A financial audit also includes evaluating the appropriateness of the financial reporting framework, accounting policies used and the reasonableness of accounting estimates made by the trustees, as well as evaluating the overall presentation of the financial report. Due to the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material misstatements may remain undiscovered.

In making our risk assessments, we consider internal controls relevant to the Fund's preparation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Fund's internal controls. However, we expect to provide you with a separate letter concerning any significant deficiencies in the Fund's system of accounting and internal controls that come to our attention during the audit of the financial report. This will be in the form of a letter to the trustee.

3.5 **Compliance engagement**

A compliance engagement involves performing audit procedures to obtain audit evidence about the Fund's compliance with the provisions of the SISA and SISR specified in the ATO's approved form auditor's report.

Our compliance engagement with respect to investments includes determining whether the investments are made for the sole purpose of funding members' retirement, death or disability benefits and whether you have an investment strategy for the Fund, which has been reviewed regularly and gives due consideration to risk, return, liquidity, diversification and the insurance needs of members. Our procedures will include testing whether the investments are made for the allowable purposes in accordance with the investment strategy, but not for the purpose of assessing the appropriateness of those investments to the members.

3.6 During the course of our engagement, if we identify or suspect that Non-Compliance with Laws or Regulations (NOCLAR) has occurred or may occur, which may have a direct effect on material amounts or disclosures in the financial statements or compliance and may be fundamental to the fund's ability to continue its business or to avoid material penalty, we may:

- 3.5.1 discuss the matter with the appropriate level of management, those charged with governance or the internal auditor, as appropriate
- 3.5.2 communicate the non-compliance or suspected non-compliance with the trustee and external auditor, unless prohibited by law or regulation
- 3.5.3 disclose the matter to an appropriate authority even when there is no legal or regulatory requirement to do so; and/or
- 3.5.4 withdraw from the engagement and the professional relationship where permitted by law or regulation

3.6 Where appropriate we may inform you of our intention to disclose the matter to an appropriate authority before disclosing the matter. However, if we have reason to believe that the actual or intended conduct would constitute an imminent breach of a law or regulation that would cause substantial harm to the general public, we may immediately disclose the matter to an appropriate

authority in order to prevent or mitigate the consequences of such imminent breach of law or regulation.

- 3.7 Any information pertaining to your affairs, whether it be provided by you, or through a Trusted Adviser, will be utilised and stored in an appropriate manner to maintain our professional standards and obligations. Further information on privacy is noted at section 10 of this letter.

4. The responsibilities of the trustees

- 4.1 We take this opportunity to remind you that it is the responsibility of the trustees to ensure that the Fund, at all times, complies with the SISA and SISR as well as any other legislation relevant to the Fund. The trustees are also responsible for the preparation and fair presentation of the financial report.
- 4.2 Our auditor's report will explain that the trustees are responsible for the preparation and the fair presentation of the financial report and for determining that the accounting policies used are consistent with the financial reporting requirements of the SMSF's governing rules, comply with the requirements of SISA and SISR and are appropriate to meet the needs of the members. This responsibility includes:
- Establishing and maintaining controls relevant to the preparation of a financial report that is free from misstatement, whether due to fraud or error. The system of accounting and internal control should be adequate in ensuring that all transactions are recorded and that the recorded transactions are valid, accurate, authorised, properly classified and promptly recorded, so as to facilitate the preparation of reliable financial information. This responsibility to maintain adequate internal controls also extends to the Fund's compliance with SIS including any Circulars and Guidelines issued by a relevant regulator to the extent applicable. The internal controls should be sufficient to prevent and/or detect material non-compliance with such legislative requirements;
 - Selecting and applying appropriate accounting policies;
 - Making accounting estimates that are reasonable in the circumstances; and
- 4.3 Making available to us all the books of the Fund, including any registers and general documents, minutes and other relevant papers of all Trustee meetings and giving us any information, explanations and assistance, we require for the purposes of our audit. Section 35C(2) of SISA requires that Trustees must give to the auditor any document, relevant to the conduct of the audit, that the auditor requests in writing within 14 days of the request.¹
- 4.4 As part of our audit process, we will request from the trustees written confirmation concerning representations made to us in connection with the audit.

¹ If the Fund is a reporting entity this sentence requires amendment to read: 'Our auditor's report will explain that the trustees are responsible for the preparation and the fair presentation of the financial report in accordance with Australian Accounting Standards'.

5. Reporting

5.1 Our audit report is prepared for the members of the Fund and we disclaim any assumption of responsibility for any reliance on our report, or on the financial report to which it relates, to any person other than the members of the Fund, or for any purpose other than that for which it was prepared.

5.2 Report on matters identified

Under section 129 of the SISA, we are required to report to you in writing, if during the course of, or in connection with, our audit, we become aware of any contravention of the SISA or SISR which we believe has occurred, is occurring or may occur. Furthermore, you should be aware that we are also required to notify the ATO of certain contraventions of the SISA and SISR that we become aware of during the audit, which meet the tests stipulated by the ATO, irrespective of the materiality of the contravention or action taken by the trustees to rectify the matter. Finally, under section 130, we are required to report to you and the ATO if we believe the financial position of the Fund may be or may be about to become unsatisfactory.

5.3 You should not assume that any matters reported to you, or that a report that there are no matters to be communicated, indicates that there are no additional matters, or matters that you should be aware of in meeting your responsibilities. The completed audit report may be provided to you as a signed hard copy or a signed electronic version

6. Independence

6.1 We confirm that, to the best of our knowledge and belief, the engagement team meets the current independence requirements of the SISA and SISR including APES 110 *Code of Ethics for Professional Accountants* in relation to the audit of the Fund. In conducting our financial audit and compliance engagement, should we become aware that we have contravened the independence requirements, we shall notify you on a timely basis.

7. Administration, Fees and Billings

7.2 Our professional fees will be calculated primarily on a fixed fee basis, however the fee may exceed fixed fee which is applied to "standard" Fund's with no breaches or contraventions and low level of complexities and transactions.

7.3 Our invoices may also include disbursements paid by us. These may include photocopying charges, telephone and facsimile transmission charges, travel fares and expenses, stamp duty and fees paid to third parties such as couriers, registration fees or fees for other professionals.

7.4 Unless other payment terms are agreed, each invoice is payable within 7 days of receipt.

7.5 If the engagement involves the use of trust monies, we will manage those funds in accordance with APES 310 Client Monies and as authorised by you in the Trust Account Authority Letter or as otherwise instructed by you.

8. Ownership of materials

- 8.2 You own all original materials given to us.
- 8.3 We own all materials produced by us that resulted from our skill and attention to the extent that the materials produced by us incorporate any original materials you give to us.
- 8.4 We may exercise a lien of your documents in our possession in the event of a dispute, which will be handled in accordance with our firm's dispute resolution process.
- 8.5 Subject to the payment of all outstanding professional fees and disbursements owing to us, we will provide you with materials produced by us for you in the event you engage the services of another practitioner and the materials are required by your new practitioner.

9. Privacy

- 9.2 Our collection use and disclosure of your personal information (PI) may be subject to the Privacy Act 1988 (Cth) and accordingly we will only collect PI about you that relates to the TE. We may disclose PI about you for the primary purpose of this TE or to third parties by express consent or as required by law.
- 9.3 We may collect PI about you, your representatives, your clients and others when we provide services to you. If we do, you agree to work with us to ensure that we both meet our respective obligations under the Privacy Act 1988 (Cth). Your obligations may include ensuring your privacy policy and contracts include a reference to your collection practices, how you will use the PI and that you may disclose the PI to an agent for public accounting services.
- 9.4 We may from time to time engage third party specialist professionals where warranted to obtain the advice or to assist us to provide our services to you. This may include cloud service providers and outsourced service providers.
- 9.5 Where an outsourced service requires the disclosure of PI to an overseas recipient, we take care to ensure that other third parties outside Australia to whom we disclose PI are subject to contractual obligations relating to privacy and the handling of your personal information and can only use the information for the purposes stipulated by us.

10. Confidentiality

- 11.1 We have an ethical duty of confidentiality, which means we must not share or disclose your details of this TE to anyone, except as otherwise specified in this clause, without your consent unless required to by law.

12. Professional Indemnity Insurance (PII)

- 12.1 We hold professional indemnity insurance of at least the minimum amount prescribed in the CPA Australia Ltd By-Laws or as required by law.

13. Professional Standards Scheme & Limitation of Liability

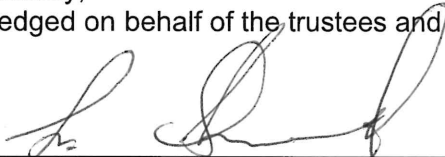
- 13.1 We participate in the CPA Australia Ltd Professional Standards Scheme (Scheme), which facilitates the improvement of professional standards to protect consumers and may limit our liability to you in a cause of action.
- 13.2 The Scheme applies to professional accounting services including accounting, bookkeeping, taxation, auditing and assurance, insolvency and corporate reconstruction, management accounting, management consulting, forensic accounting, valuation services.

14. Other

- 14.1 This letter will be effective for future years unless we advise you of its amendment or replacement, or the engagement is terminated.

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

Yours faithfully,
Acknowledged on behalf of the trustees and members:



Lance Shooks [Date] 30/10/23



Christina Shooks [Date] 30/10/2023

Yours Sincerely
Super Audits Pty Ltd

Dated

Audit Representation Letter from the Trustee(s)

Super Audits (all auditors within Super Audits)
PO Box 3376 Rundle Mall SA 5000

Dear Sir/Madam,

**Re: Superannuation Fund Name: Shooks Superannuation Fund
Superannuation ABN:15 971 245 243**

Trustee Representation Letter

To the Auditor

This representation letter is provided in connection with your audit of the financial report of the Shooks Superannuation Fund and the Fund's compliance with the Superannuation Industry (Supervision) Act 1993 (SISA) and SIS Regulations (SISR), for the year ended, 2023 for the purpose of you expressing an opinion as to whether the financial report is, in all material respects, presented fairly in accordance with the accounting policies adopted by the Fund and the Fund complied, in all material respects, with the relevant requirements of SISA and SISR.

The Trustees have determined that the Fund is not a reporting entity for the year ended 30 June 2023 and that the requirement to apply Australian Accounting Standards and other mandatory reporting requirements do not apply to the Fund. Accordingly, the financial report prepared is a special purpose financial report which is for distribution to members of the Fund and to satisfy the requirements of the SISA and SISR. We acknowledge our responsibility for ensuring that the financial report is in accordance with the accounting policies as selected by ourselves and requirements of the SISA and SISR, and confirm that the financial report is free of material misstatements, including omissions.

We confirm, to the best of our knowledge and belief, the following representations are made to you during your audit.

1. Sole Purpose Test

The Fund is maintained for the sole purpose of providing benefits for each member on their retirement, death, termination of employment or ill-health.

2. Trustees are not disqualified

No disqualified person acts as a director of the trustee company/an individual trustee.

3. Fund's Governing Rules, Trustees' Responsibilities and Fund Conduct

The Fund meets the definition of a self-managed superannuation fund under SISA, including that no member is an employee of another member, unless they are relatives and no trustee/director of the corporate trustee, receives any remuneration for any duties or services performed by the trustee/director in relation to the fund.

The Fund has been conducted in accordance with its governing rules at all times during the year and there were no amendments to the governing rules during the year, except as notified to you.

The Trustees have complied with all aspects of the trustee requirements of the SISA and SISR.

The Trustees are not subject to any contract or obligation which would prevent or hinder the Trustees in properly executing their functions and powers.

The Fund has been conducted in accordance with the SISA, the SISR and the governing rules of the Fund.

The Fund has complied with the requirements of the SISA and SISR specified in the approved form auditor's report as issued by the ATO, which are sections 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104A, 105, 109 and 126K of the SISA and regulations 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14 and 13.18AA and 13.22C of the SISR.

All contributions accepted and benefits paid have been in accordance with the governing rules of the Fund and relevant provisions of the SISA and SISR.

There have been no communications from regulatory agencies concerning non-compliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial report *or we have disclosed to you all known instances of non-compliance or suspected non-compliance with laws and regulations whose effects should be considered when preparing the financial report and the Auditor's/actuary contravention report.*

4. Investment Strategy

The investment strategy has been determined and reviewed with due regard to risk, including recoverability of investments, return, liquidity, diversity and the insurance needs of Fund members, and the assets of the Fund are in line with this strategy.

5. Accounting Policies

All the significant accounting policies of the Fund are adequately described in the Financial Report and the Notes attached thereto. These policies are consistent with the policies adopted last year.

6. Fund Books and Records

All transactions have been recorded in the accounting records and are reflected in the financial report. We have made available to you all financial records and related data, other information, explanations and assistance necessary for the conduct of the audit; and minutes of all meetings of the Trustees.

We acknowledge our responsibility for the design and implementation of internal controls to prevent and detect error and fraud. We have established and maintained an adequate internal control structure to facilitate the preparation of reliable financial reports, and adequate financial records have been maintained. There are no material transactions that have not been properly recorded in the accounting records underlying the financial report.

We have disclosed to you the results of our assessment of the risk that the financial report may be materially misstated as a result of fraud. We have disclosed to you all information in relation to fraud or suspected fraud that we are aware of and that affects the Fund and involves the Trustees or others.

In instances where the fund uses a custodian, we confirm we have not been advised of any fraud, non-compliance with laws and regulations or uncorrected misstatements that would affect the financial report of the fund.

Information retention obligations have been complied with, including:

- Accounting records and financial reports are being kept for five (5) years,
- Minutes and records of trustees'/directors of the corporate trustee meetings/decisions are being kept for ten (10) years;
- Records of trustees'/directors of the corporate trustees' changes and trustees' consents are being kept for at least ten (10) years;
- Copies of all member or beneficiary reports are being kept for ten (10) years; and
- Trustee declarations in the approved form have been signed and are being kept for each Trustee appointed after 30 June 2007.

7. Fraud, error and non-compliance

There have been no:

- a) Frauds, error or non-compliance with laws and regulations involving management or employees who have a significant role in the internal control structure that could have a material effect on the financial report.
- b) Communications from regulatory agencies concerning non-compliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial report.
- c) Violations or possible violations of laws or regulations whose effects should have been considered for disclosure in the financial report or as a basis for recording an expense.

8. Asset Form and Valuation

The assets of the Fund are being held in a form suitable for the benefit of the Members of the Fund, and are in accordance with our investment strategy.

Investments are carried in the books at their net market value. Such amounts are considered reasonable in light of present circumstances.

We have no plans or intentions that may materially affect the carrying values, or classification, of assets and liabilities.

We have assessed their recoverability and we are comfortable that the fund will be able, if needed, to realise these assets.

There are no commitments, fixed or contingent, for the purchase or sale of long-term investments.

9. Safeguarding Assets

We have considered the importance of safeguarding the assets of the fund, and we confirm we have the following procedures in place to achieve this:

- Authorised signatories on bank and investment accounts are regularly reviewed and considered appropriate; and
- Tangible assets are, where appropriate, adequately insured and appropriately stored.

10. Significant Assumptions

We believe that significant assumptions used by us in making accounting estimates are reasonable.

11. Ownership and Pledging of Assets

The Fund has satisfactory title to all assets appearing in the Statement of Financial Position. All investments are registered in the name of the Fund, where possible, and are in the custody of the respective Trustee.

There are no liens or encumbrances on any assets or benefits and no assets, benefits or interests in the Fund have been pledged or assigned to secure liabilities of others.

All assets of the Fund are held separately from the assets of the members, employers and the Trustees. All assets are acquired, maintained and disposed of on an arm's length basis and appropriate action is taken to protect the assets of the Fund.

12. Payment of benefits

Benefits have been calculated and provided to members in accordance with the provisions of the Fund's governing rules and the relevant legislation.

The Trustee has revalued Member/s benefits to market value just prior to paying out a portion or all of a member's account balance.

13. Related Parties

We have disclosed to you the identity of the Fund's related parties and all related party transactions and relationships. Related party transactions and related amounts receivable have been properly recorded or disclosed in the financial report.

If there are any acquisitions from, loans to, leasing of assets to and investments in related parties, then these transactions and assets have not exceeded the in-house asset restrictions in the SISA at the time of investment, acquisition or at year end.

The Fund has not made any loans or provided financial assistance to members of the Fund or their relatives, pursuant to section 65 of the SIS Act.

If the Fund owns residential property the members, of the Fund or associates or other related parties do not lease, or use the property for personal use.

14. Acquisitions from related parties

No assets have been acquired by the Fund from members or associates or other related parties of the Fund other than those assets specifically exempted by Section 66 of SISA.

15. Borrowings

The Fund has not borrowed money or maintained any borrowings during the period, with the exception of borrowings which were allowable under SISA.

16. Subsequent Events

No events or transactions have occurred since the date of the financial report, or are pending, which would have a significant adverse effect on the Fund's financial position at that date, or which are of such significance in relation to the

Fund as to require mention in the notes to the Financial Statements in order to ensure they are not misleading as to the financial position of the Fund or its operations.

17. Outstanding Legal Action

We confirm that you have been advised of all significant legal matters, and that all known actual or possible litigation and claims have been adequately accounted for, and been appropriately disclosed in the financial report. There have been no communications from the ATO concerning a contravention of the SISA or SISR which has occurred, is occurring or is about to occur.

18. Going Concern

We confirm we have no knowledge of any event or conditions that would cast significant doubt on the fund's ability to continue as a going concern.

19. Residency

The Trustees declare that the Fund was a resident Australian superannuation fund at all times during the year of income.

20. Investment Returns

Investment returns of the Fund have been allocated to members in a manner that is fair and reasonable.

21. Insurance

Where the Fund has taken out a life insurance policy on behalf of a member, the Trustee confirms that the Fund is the beneficial owner.

The Trustee also confirms that the Fund has not purchased a policy over the life of a member, where the purchase is a condition and consequence of a buy-sell agreement the member has entered into with another individual.

22. Limiting powers of Trustees

The Trustees have not entered into a contract or done anything else, that would prevent the Trustees from, or hinder the Trustees in, properly performing or exercising the Trustees' functions and powers.

23. Collectables and Personal Use Assets

If the Trustees own collectables and/or personal use assets these assets are not being used for personal use.

24. Uncorrected misstatements

We believe the effects of those uncorrected financial report misstatements aggregated by the auditor during the audit are immaterial, both individually and in aggregate, to the financial report taken as a whole. A summary of such items is attached.

25. Additional Matters

Include any additional matters relevant to the particular circumstances of the audit, for example:

- The work of an expert has been used; or
- Justification for a change in accounting policy

We understand that your examination was made in accordance with Australian Auditing Standards and applicable Standards on Assurance Engagements and was, therefore, designed primarily for the purpose of expressing an opinion on the financial report of the Fund taken as a whole, and on the compliance of the Fund with specified requirements of SISA and SISR, and that your tests of the financial and compliance records and other auditing procedures were limited to those which you considered necessary for that purpose.

Yours sincerely,



For and on behalf of the Trustee(s)

Dated: 30-10-23

Shooks Superannuation Fund
Contributions Summary Report

For The Period 01 July 2022 - 30 June 2023

Lance Shooks

Date of Birth: 14/07/1957
Age: 65 (at year end)
Member Code: SHOLAN00001A
Total Super Balance*¹ as at 30/06/2022: 472,000.44

Contributions Summary
Concessional Contribution

2023

Employer	5,121.97
	<hr/>
	5,121.97

Other Contribution

Any Other	438.35
	<hr/>
	438.35

Total Contributions

5,560.32

I, LANCE SHOOKS, confirm that the amounts reported above are the total contributions deposited to the fund with respect of my member balance for the period 01/07/2022 to 30/06/2023.



LANCE SHOOKS

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

B - Permanent Documents

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Supporting Documents

- Fund Summary Report [Report](#)
- Shooks Superfund Trust Deed Original.pdf
- 2019 Pension minutes.pdf
- Investment Strategy.pdf
- Trustee consent and Membership nominations.pdf
- shooks superfund - deed of amendment 2017.pdf
- Investment Strategy 2023.pdf
- Shooks Replacement smsf deed 13 Feb 2006 - signed.pdf
- Shooks Amended Deed 1 July 2007 - signed.pdf
- Pension Minutes 1-07-2015.pdf

Standard Checklist

- ASIC statement for Corporate BARE Trustee
- Attach latest copy of ASIC annual company statement (if corporate trustee)
- Attach Purchase contract/settlements statements for property investments
- Ensure latest copies of trustee consents, member consents and registers are attached
- Ensure latest copy of the Investment Strategy is attached
- Ensure latest copy of trust deed (including amendments) are attached
- Ensure original Pension Minutes are included
- Lease agreement if applicable
- Use [Australian Business Register](#) to ensure details are correct

Shooks Superannuation Fund Fund Summary Report

As at 30 June 2023

Fund Details

Date Formed: 13/03/2003

Tax File Number: Provided

ABN: 15971245243

Period: 01/07/2022 - 30/06/2023

Fund Type: SMSF

GST Registered: No

Postal Address:

4 Wilari Place

Giralang, Australian Capital Territory 2617

Physical Address:

4 Wilari Place

Giralang, Australian Capital Territory 2617

Members

Number of Members: 2

Name	Age	Member Accounts	Pension Accounts	Tax File Number	Beneficiary Details
Shooks, Lance	65	3	2	Provided	Provided
Shooks, Christina	65	3	3	Provided	Provided

Fund Relationships

Relationship Type	Contact
Accountant	GLR Accountants
Auditor	Williams , Matthew
Fund Contact	Shooks, Lance
Tax Agent	G L R Accountants
Tax Agent	Gorrell, Bryce
Trustee	Shooks, Lance
Trustee	Shooks, Christina

14 February 2019

Lance Shooks
Shooks Superannuation Fund
15 Alfred Hill Drive, Melba, Australian Capital Territory 2615

Dear Sir/Madam

**Shooks Superannuation Fund
Commencement of Account Based Pension**

I hereby request the trustee to commence a Account Based Pension with a commencement date of 14/02/2019 with \$252,250.66 of the superannuation benefits standing to my member's account in the fund. It is confirmed that the pension balance will automatically revert to Christina Shooks upon the death of the member.

This balance contains:
a Taxable Balance of: \$2,250.66; and
a Tax Free Balance of: \$250,000.00.
Tax Free proportion: 99.11%.

I have reached my preservation age and have currently satisfied a condition of release under the SIS Act.

I agree to withdraw at least my minimum pension of at least \$3,790.00 and will not exceed my maximum allowable threshold for the current period.

If you have any queries with regard to the above, please do not hesitate to contact me.

Yours sincerely



Lance Shooks
15 Alfred Hill Drive, Melba, Australian Capital Territory 2615

To scan with
2019 work papers

14 February 2019

Shooks Superannuation Fund
Christina Shooks
15 Alfred Hill Drive, Melba, Australian Capital Territory 2615

Dear Sir/Madam

**Shooks Superannuation Fund
Commencement of Account Based Pension**

Lance Shooks and Christina Shooks as trustee for Shooks Superannuation Fund acknowledges that Christina Shooks has advised their intention to commence a new Account Based Pension on 14/02/2019. It is confirmed that the pension balance will automatically revert to Lance Shooks upon the death of the member.

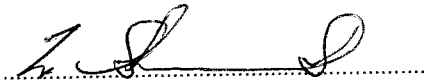
The Trustee(s) has agreed to this and has taken action to ensure the following:

- The member's minimum pension payments are to be made at least annually
- An amount or percentage of the pension will not be prescribed as being left-over when the pension ceases
- The pension can be transferred only on the death of the pensioner to their beneficiary(s).
- The Trustee(s) will comply with ATO obligations such as PAYG withholding and payment summary obligations
- You have reached your preservation age and satisfied a condition of release under the SIS Act.
- Establish that the fund's trust deed provides for payment of this pension to the member.

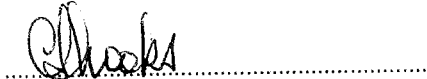
The trustee(s) have agreed to pay your pension payment for the current year of at least \$3,760.00. The frequency will be at the trustee's discretion however will be at minimum an annual payment.

If you have any queries with regard to the above, please do not hesitate to contact me.

Yours sincerely



Lance Shooks




Christina Shooks

Shooks Superannuation Fund

Minutes of a Meeting of the Trustee(s)

held on 14 February 2019 at 15 Alfred Hill Drive, Melba, Australian Capital Territory 2615

- PRESENT:** Lance Shooks and Christina Shooks
- PENSION COMMENCEMENT:** Lance Shooks wishes to commence a new Account Based Pension with a commencement date of 14/02/2019.
- The Pension Account Balance used to support this pension will be \$252,250.66, consisting of:
- Taxable amount of \$2,250.66; and
 - Tax Free amount of \$250,000.00
 - Tax Free proportion: 99.11%.
- CONDITION OF RELEASE:** It was resolved that the member has satisfied a Condition of Release and was entitled to access their benefits on their Account Based Pension.
- TRUSTEE ACKNOWLEDGEMENT:** It was resolved that Trustee(s) have agreed to this and has taken action to ensure the following:
- The member's minimum pension payments are to be made at least annually
 - An amount or percentage of the pension will not be prescribed as being left-over when the pension ceases
 - The pension can be transferred only on the death of the pensioner to their beneficiary(s).
 - The Trustee(s) will comply with ATO obligations such as PAYG withholding and payment summary obligations
 - The fund's trust deed provides for payment of this pension to the member
 - The Trustee(s) will notify the member, in writing, of their pension amount and assessable amount each year
- REVERSIONARY:** It is confirmed that the pension balance will automatically revert to Christina Shooks upon the death of the member.
- PAYMENT:** It was resolved that the trustees have agreed to pay the pension payment for the current year of at least \$3,790.00 in the frequency of at least an annual payment.
- CLOSURE:** Signed by the trustee(s) pursuant to the Fund Deed.


Lance Shooks
Chairperson

14 February 2019

Christina Shooks
Shooks Superannuation Fund
15 Alfred Hill Drive, Melba, Australian Capital Territory 2615

Dear Sir/Madam

**Shooks Superannuation Fund
Commencement of Account Based Pension**

I hereby request the trustee to commence a Account Based Pension with a commencement date of 14/02/2019 with \$250,201.07 of the superannuation benefits standing to my member's account in the fund. It is confirmed that the pension balance will automatically revert to Lance Shooks upon the death of the member.


This balance contains:
a Taxable Balance of: \$201.07; and
a Tax Free Balance of: \$250,000.00.
Tax Free proportion: 99.92%.

I have reached my preservation age and have currently satisfied a condition of release under the SIS Act.

I agree to withdraw at least my minimum pension of at least \$3,760.00 and will not exceed my maximum allowable threshold for the current period.

If you have any queries with regard to the above, please do not hesitate to contact me.

Yours sincerely



.....

Christina Shooks
15 Alfred Hill Drive, Melba, Australian Capital Territory 2615

14 February 2019

Shooks Superannuation Fund
Lance Shooks
15 Alfred Hill Drive, Melba, Australian Capital Territory 2615

Dear Sir/Madam

**Shooks Superannuation Fund
Commencement of Account Based Pension**

Lance Shooks and Christina Shooks as trustee for Shooks Superannuation Fund acknowledges that Lance Shooks has advised their intention to commence a new Account Based Pension on 14/02/2019. It is confirmed that the pension balance will automatically revert to Christina Shooks upon the death of the member.

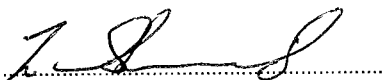
The Trustee(s) has agreed to this and has taken action to ensure the following:

- The member's minimum pension payments are to be made at least annually
- An amount or percentage of the pension will not be prescribed as being left-over when the pension ceases
- The pension can be transferred only on the death of the pensioner to their beneficiary(s).
- The Trustee(s) will comply with ATO obligations such as PAYG withholding and payment summary obligations
- You have reached your preservation age and satisfied a condition of release under the SIS Act.
- Establish that the fund's trust deed provides for payment of this pension to the member.

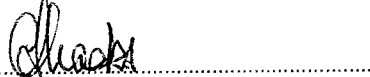
The trustee(s) have agreed to pay your pension payment for the current year of at least \$3,790.00. The frequency will be at the trustee's discretion however will be at minimum an annual payment.

If you have any queries with regard to the above, please do not hesitate to contact me.

Yours sincerely



Lance Shooks



Christina Shooks

Shooks Superannuation Fund

Minutes of a Meeting of the Trustee(s)

held on 14 February 2019 at 15 Alfred Hill Drive, Melba, Australian Capital Territory 2615

PRESENT:

Lance Shooks and Christina Shooks

PENSION COMMENCEMENT:

Christina Shooks wishes to commence a new Account Based Pension with a commencement date of 14/02/2019.

The Pension Account Balance used to support this pension will be \$250,201.07, consisting of:

- Taxable amount of \$201.07; and
- Tax Free amount of \$250,000.00
- Tax Free proportion: 99.92%.

CONDITION OF RELEASE:

It was resolved that the member has satisfied a Condition of Release and was entitled to access their benefits on their Account Based Pension.

**TRUSTEE
ACKNOWLEDGEMENT:**

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

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

REVERSIONARY:

It is confirmed that the pension balance will automatically revert to Lance Shooks upon the death of the member.

PAYMENT:

It was resolved that the trustees have agreed to pay the pension payment for the current year of at least \$3,760.00 in the frequency of at least an annual payment.

CLOSURE:

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



Lance Shooks
Chairperson

SHOOKS SUPERANNUATION FUND INVESTMENT STRATEGY

Fund Objectives

- To maximise the rate of return on member's entitlements, subject to an appropriate regard to risk.
- To provide security of capital invested.
- As all member's have reached retirement age to ensure members' funds are stable and secure, and that the fund has the ability to meet its current and prospective liabilities.

Investment Strategy

The strategy is to invest in a combination of cash assets, primarily term deposits and cash management accounts.

Diversification within the investment mix of the fund is considered essential so as to balance out volatility in the investment returns.

Planned Investment Mix as Per the Investment Strategy

- | | |
|------------------------|-----------|
| • Cash | 0 - 10% |
| • Shares/Managed Funds | 80 - 100% |
| • Other | 0 - 10% |

This investment mix should be reviewed regularly to ensure exposure to income and growth assets is not too high or too low in the current economic climate.

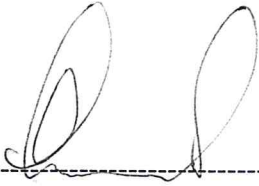
A conservative approach has been adopted as all the fund's members have reached retirement age and the fund is currently in pension phase. Therefore a low risk strategy of a mix of income producing assets is appropriate to ensure the stability and security of capital invested and to provide income returns to fund pension liabilities.

Insurance

The Trustees of the fund have considered whether they should hold a contract of insurance that provides insurance cover for one or more members of the fund.

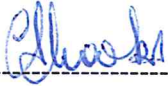
After consultation with all members of the fund, the Trustees do not consider there a need for the fund to hold insurance to cover its members.

Signed by the Members:



Lance Shooks

Date:



Christina Shooks

Date: 4/6/2015

Dear Sir/Madam

RE: Minimum Account-Based pension

I Lance Shooks am currently a member of Shooks Superannuation Fund.
I hereby request the trustee(s) to commence a Minimum Account-Based pension with a commencement date of 01/07/2015 with \$284.68 of the superannuation benefits standing to my member's account in the fund.

This balance contains a Taxable Balance of \$284.68 and a Tax Free Balance of \$0.00

I have reached my preservation age and have currently satisfied a condition of release under the SIS Act. Set out below the required amount and the frequency of the payment for the year ended 30 June 2016.

Pension Amount: \$105.00 in the frequency of at least an annual payment.

The Pension has a Reversionary Beneficiary of CHRISTINA SHOOKS

Should you have any queries please do not hesitate to contact me.

Yours Sincerely,



A handwritten signature in black ink, appearing to read 'Lance Shooks', is written over a horizontal dotted line.

Lance Shooks
DATED: 30/06/2015

**MEMORANDUM OF RESOLUTIONS OF THE TRUSTEE(S) OF
SHOOKS SUPERANNUATION FUND**

PRESENT

LANCE SHOOKS
CHRISTINA SHOOKS

PENSION COMMENCEMENT

Lance Shooks

wishes to commence a new
Minimum Account-Based pension with a commencement date of 01/07/2015

The Pension Account Balance used to support this pension will be \$284.68,
consisting of:

- a Taxable amount of: \$284.68
- and a Tax Free amount of: \$0.00

TRUSTEE
ACKNOWLEDGMENT

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

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

REVERSIONARY

It was resolved that the pension will be reversionary. Upon the member's death the pension will be paid to

CHRISTINA SHOOKS

PAYMENT

It was resolved that the trustees have agreed to pay the pension payment for the year ended 30 June 2016 of

\$105.00 in the frequency of at least an annual payment.

CLOSURE

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

..... 30/06/2015

Lance Shooks

..... 30/06/2015

Christina Shooks

Dear Sir/Madam

RE: Minimum Account-Based pension

I Christina Shooks am currently a member of Shooks Superannuation Fund.
I hereby request the trustee(s) to commence a Minimum Account-Based pension with a commencement date of 01/07/2015 with \$857.60 of the superannuation benefits standing to my member's account in the fund.

This balance contains a Taxable Balance of \$857.60 and a Tax Free Balance of \$0.00

I have reached my preservation age and have currently satisfied a condition of release under the SIS Act. Set out below the required amount and the frequency of the payment for the year ended 30 June 2016.

Pension Amount: \$315.00 in the frequency of at least an annual payment.

The Pension has a Reversionary Beneficiary of LANCE SHOOKS

Should you have any queries please do not hesitate to contact me.

Yours Sincerely,



.....

Christina Shooks
DATED: 30/06/2015

MEMORANDUM OF RESOLUTIONS OF THE TRUSTEE(S) OF SHOOKS SUPERANNUATION FUND

PRESENT

LANCE SHOOKS
CHRISTINA SHOOKS

PENSION COMMENCEMENT

Christina Shooks

wishes to commence a new Minimum Account-Based pension with a commencement date of 01/07/2015

The Pension Account Balance used to support this pension will be \$857.60, consisting of:

- a Taxable amount of: \$857.60
- and a Tax Free amount of: \$0.00

TRUSTEE ACKNOWLEDGMENT

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

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

REVERSIONARY

It was resolved that the pension will be reversionary. Upon the member's death the pension will be paid to

LANCE SHOOKS

PAYMENT

It was resolved that the trustees have agreed to pay the pension payment for the year ended 30 June 2016 of

\$315.00 in the frequency of at least an annual payment.

CLOSURE

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

.....
Lance Shooks

30/06/2015

.....
Christina Shooks

30/06/2015

SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993

**DEED OF AMENDMENT
FOR**

SHOOKS SUPERANNUATION FUND

**Gorrell Long Robertson
Unit 5 Efkon House
20-24 Trenerry Street
Weston ACT 2611**

Ph: 02 62872655

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DEED OF AMENDMENT

Deed of Amendment dated on the date of this deed specified in the Reference Schedule attached.

PARTIES

The parties named in the Reference Schedule.

BACKGROUND

- 1.1 The Trustees named in the Reference Schedule are the Trustees of the Superannuation Fund (“Fund”).
- 1.2 The Fund was constituted by the deed or documents including those described as Prior Governing Rules referred to in the Reference Schedule.
- 1.3 Included as a party to this Deed is the party or parties referred to as the Parties who have power to amend in the Reference Schedule.
- 1.4 The purpose of the amendments is to amend the deed consistently with the provisions of the Superannuation Industry (Supervision) Act, 1993 including provisions of the Federal Government’s Simplified Superannuation reforms as now enacted in relevant legislation in accordance with the Amending Power referred to in the Reference Schedule.
- 1.5 The parties named in the Reference Schedule consent to the amendments in this Deed.
- 1.6 The Fund is a complying Fund within the meaning of Section 267 of the Income Tax Assessment Act.

OPERATIVE PROVISIONS

- 1.7. **Amendments:**
In accordance with the Amending Power referred to in the Reference Schedule the parties who have power to amend the Prior Governing Rules with the consent of the other parties to this Deed, amend the Prior Governing Rules and any other rules operative in respect of the Fund by deleting the operative provisions of those Prior Governing Rules and rules and substituting the provisions attached to this deed commencing with clause 2.1.
- 1.8 **Notice:**
The parties agree that subject to the Superannuation Industry (Supervision) Act, 1993 (“SIS Act”) and the Corporations Act, 2001, the provisions of this Deed executed by the parties satisfies any provision of the Prior Governing Rules, SIS Act and the Corporations Act, 2001, to provide notice of the amendments contained in this Deed.
- 1.9 A. The amendments contained in this Deed do not and are not to be interpreted as:
 - (a) reducing or adversely affecting the rights of a Member to accrued entitlements arising before the date of this Deed;
 - (b) reducing the amount of any other entitlement that is or may become payable in respect of a period prior to the date of this Deed;

and such provisions of the Prior Governing Rules as the Trustees determine shall continue to apply if necessary to give effect to this clause unless such reduction or effect is to comply with the Superannuation Conditions.

B. Despite clause 1.9A, if a Member at the date of the adoption of this Deed is in receipt of a pension from the Trustees, nothing in this deed shall be construed as altering the amount of the accrued Member's benefit in respect of that pension or the amount of that pension if the effect of this Deed would, were it not for this provision, alter adversely that benefit or pension or have the effect of failing to comply with the Superannuation Conditions.

Interpretation

2.1 In this Deed unless the context otherwise requires words importing gender include any gender and words importing number include the singular number and the plural number. The following words have the meanings unless the contrary intention appears and subject to paragraph 2.3:-

"Act" means the Superannuation Industry (Supervision) Act, 1993, the Tax Act, Veterans' Entitlements Act 1986, Social Security Act 1991, Part VIIIB Family Law Act 1975, Corporations Act 2001 and any other legislation (as may be amended from time to time) governing superannuation funds from time to time and any re-enactment thereof and includes regulations from time to time made thereunder and the determinations from time to time of the Commissioner.

"Account-based pensions" means a pension first provided on or after 1 July 2007 in accordance with SIS Regulations.

"Associated Employer" means any company, person or firm which the Trustees admit (including, subject to the Superannuation Conditions, by acceptance of a contribution from an employer of a Member) under this Deed or the Rules of the Fund to participate as a contributing Employer to the Fund.

"Auditor" means an approved Auditor as defined in Section 10 of the SIS Act.

"Beneficiary" means a Member, Dependant or other person entitled to receive a benefit under this Deed.

"Cashing Restrictions" has the meaning in SIS Regulation 6.01(2).

"Constitutional Corporation" has the meaning in Section 10(1) of the SIS Act.

"Commissioner" means the Regulator defined in the Act and includes the Commissioner of Taxation, the Australian Prudential Regulation Authority, or the Australian Securities & Investments Commission, as may be appropriate having regard to the provisions of the Act and the nature of the Fund, or any other governmental authority responsible for administering or regulating the laws or rules relating to the concessional taxation of Superannuation Funds.

"Deed" means this Deed and the Rules or any alteration to, addition to or variation made to it from time to time except where the context otherwise requires.

"Dependant" has the meaning in the SIS Act.

"Eligible Person" means any person in respect of whom the trustees may accept contributions under the SIS Act or who may otherwise become a member of the Fund under the SIS Act.

"Employee" has the meaning in Section 10 of the SIS Act.

"Employer" has the meaning in Section 10 of the SIS Act.

"Employer-Sponsored Fund" has the meaning in Section 16(3) of the SIS Act.

"Employer-Sponsored Member" means a Member who is an employee of a contributing employer.

"Employment" means gainful employment, part-time employment and full-time employment and includes the services of an independent contractor and all senses of the word employ include the same meaning.

"Equalisation Account" means an account kept in accordance with paragraph 25.3.

"Financial Year" means the accounting period selected by the Trustees for the Fund. It must not exceed twelve months and may at times be less than twelve months.

"Full-time", in relation to being gainfully employed, means gainfully employed for at least 30 hours each week or otherwise as may be provided by the SIS Act.

"Gainfully Employed" has the meaning in the SIS Regulations.

"Guarantee Act" means the Superannuation Guarantee (Administration) Act 1992.

"Mandated Employer Contributions" has the meaning in the SIS Act.

"Market Linked Pension" means a pension paid under Rule 16.

"Member" means an Eligible Person who has been admitted to the Fund and where the context so requires or permits includes a Past Member, a former Member and a Pensioner.

"Member's Benefit" in respect of a Member is the net amount standing to the Member's credit in that Member's accounts including the employer's contribution account (if any), the Member's contribution account and the vested employer's contribution account (if any) plus the realisable value (if any) at that time of any policy of insurance owned by the Trustees on the life of that Member or paid for out of that Member's employer's contribution account (if any), Member's contribution account or vested employer's contribution account (if any) or other Member's account.

"Minor" means a person under 18 years of age.

"Member Financed Benefits" has the meaning in the SIS Act.

"Non-member spouse" in relation to a superannuation interest that is subject to a payment split,

means the person who is the non-member spouse in relation to the interest under Part VIIIB of the Family Law Act 1975.

"Old-Age Pensions" has the same meaning as in paragraph 51(xxiii) of the Constitution.

"Part-time" has the meaning that applies in the circumstances referred to in the SIS Act.

"Past Member" means a former Member who still has a right to receive a benefit from the Fund.

"Pension Benefit Account" means an account that provides a retirement benefit.

"Pensioner" means a retired Member, Past Member of the Dependent of a deceased Member, Past Member or Pensioner who is in receipt of or who is entitled to a pension.

"Personal Representative" or **"Legal Personal Representative"** means in relation to a Member a person who satisfies the Trustees that such person is entitled to represent the Member and to give valid receipts and discharges on the Member's behalf and in relation to a deceased Member the person who has been granted probate of a will or letters of administration of an estate of that Member.

"Preserved Portion" means the portion of an account or a benefit that is preserved for the benefit of a Member under the Superannuation Conditions, this Deed or other agreement.

"Primary Beneficiary" has the meaning in the SIS Act.

"Regulated Superannuation Fund" has the meaning in the SIS Act.

"Reserve Account" means the account referred to in paragraph 18.1(d).

"Retire" means to cease to be engaged in the employment in which the Member is for the time being engaged and **"Retirement"** has a corresponding meaning subject to the SIS Regulations and to Regulation 3.01(7)(b).

"Retirement Age" **"Retirement Date"** and **"Retiring Age"** mean the sixty-fifth birthday or such other date or age as the Trustees determine, that is consistent with the SIS Act.

"Reversionary Beneficiary" has the meaning in the SIS Act.

"Rules" means the Rules set out in the Schedule to the governing rules and includes any additions, variations and modifications thereto.

"Segregated Current Pension Assets" has the meaning given from time to time by the Tax Act.

"SIS Act" means the Superannuation Industry (Supervision) Act 1993 as amended from time to time and regulations from time to time made thereunder.

"SIS Regulations" mean the regulations made under the SIS Act as amended from time to time and includes any applicable modification declaration.

"Splittable Contribution" has the meaning in Part 6 of the SIS Regulation.

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

"Standard" means a standard prescribed by the SIS Act.

"Standard Employer-Sponsor" has the meaning in the SIS Act.

"Standard Employer-Sponsored Fund" has the meaning in the SIS Act.

"Superannuation Conditions" subject to 2.4 means any provision which may be applicable to the Fund under the Act, the Tax Act or other laws or rulings of the Commissioner which must or may be met for the Fund to be treated with the most concessional taxation treatment available or to be treated in any manner which, in the opinion of the Trustees, is concessionary and includes conditions which must be met for the Fund to become or remain a self managed superannuation fund.

"Superannuation lump sum" has the meaning given in SIS Regulation 1.03(1) (See Section 995-1 of the 1997 Tax Act.

"Tax Act" means Income Tax Assessment Act 1936 or 1997 as may be applicable.

"Trustees" means the Trustees or the Trustee for the time being of the Fund and **"Trustee"** has the same meaning.

"Vested Portion" means the portion of an account or benefit that is vested for the benefit of a Member including any such portion which is preserved for the benefit of a Member and any such portion which has been transferred in respect of a Member to the Fund from another superannuation fund as a vested benefit.

2.2 **Headings:**

The headings in this Deed and the Rules are for convenience and reference only and are not to affect its interpretation.

2.3 **Meanings:**

- (a) Any word or expression which is defined in the Act has in this Deed the meaning ascribed to it by the Act and to the extent that a meaning ascribed to a word or expression within this Deed is inconsistent with the meaning ascribed to it by the Act the meaning ascribed by the Act prevails unless the contrary intention appears provided that where more than one meaning may be ascribed then the Trustees may determine which of those meanings applies.
- (b) This Deed will be read and construed on the basis that the provisions of the SIS Act are incorporated to the extent that they impose requirements on the Trustees or are required by that Act to be so incorporated, but this Deed will not be so read or construed and no provision or regulation will be so incorporated if to do so would constitute a breach of the power granted by this Deed to vary, add to or rescind its provisions. To the extent not prohibited by the SIS Act, the Trustees may however by resolution determine that a provision of the SIS Act does not apply, either generally to the Fund or in respect of any particular application and the Deed must be construed accordingly.

- (c) If a provision of this Deed refers to a provision of a statute or regulation then it shall be construed as referring to that provision as may be made whether before or after this Deed and as may be amended, enacted or replaced from time to time.

2.4 **Inconsistencies with the Superannuation Conditions:**

Where it appears to the Trustees that there is any inconsistency or difference between:-

- (a) any provision of any applicable legislation or other laws and another provision or provisions;
- (b) the rulings of the Commissioner and other rulings of the Commissioner;
- (c) the Acts or laws referred to in (a) and the rulings referred to in (b);
- (d) the Rules and this Deed,

then the Trustees may determine, either generally or in respect of any particular application, in their absolute discretion, which provision or ruling applies and the Deed must be construed accordingly and subject to such determination and to the Act, if there is any inconsistency between the Rules and the Deed the Deed shall prevail.

2.5 **Proper Law:**

This Deed and the Rules are governed and construed and take effect in accordance with the laws of the State or Territory of residence of the Trustee (however Section 35(b) of the South Australian Trustees Act 1936 does not apply to this Deed). Any person having or claiming any interest under this Deed must submit to the jurisdiction of the Courts of that State or Territory.

2.6 **Saving Provision:**

To the extent any provision of this deed would be void or invalid, but for this paragraph ("an invalid provision"):

- (a) where a reading down or limitation of the operation of the invalid provision would remove the voidness or invalidity, that must be done in constructing the Deed;
- (b) where it is not possible to apply paragraph (a), the invalid provision is severed from the Deed;
- (c) in any event, an invalid provision does not affect the continued operation of the remainder of the Deed.

2.7 **Trustee must Comply with the Law:**

The Trustees must not do or fail to do anything as Trustees of the fund that would result in either a breach of law, including the Act or the fund ceasing to qualify as a self managed fund under superannuation law or to qualify for concessional tax treatment under the Tax Act, even if the Trustees are otherwise empowered or obliged and this provision applies despite any other provision.

2.8 Power to comply with Family Law

- (a) the Trustee may in accordance with the Act:
 - (i) provide a Non-Member Spouse (as defined in the SIS Act) or any other person with information (including without limitation, information in relation to a Member's benefits) in the Trustee's possession;
 - (ii) give effect to a payment split, superannuation agreement, payment flag, flag lifting agreement (within the meaning of those expressions in Part VIIIIB of the Family Law Act 1975) or any other agreement or court order made pursuant to Part VIIIIB of the Family Law Act 1975 in relation to a Member and his or her benefits in the Fund (including, without limitation, commuting a pension or annuity payable from the Fund) (**payment split**);
 - (iii) create a new interest in the Fund for the Non-Member Spouse at the request of the Non-Member Spouse (or such other circumstances permitted by the SIS Act) and reduce the amount of a Member's benefits by the value of the benefits that the Non-Member Spouse has in the newly created interest;
 - (iv) apportion the "minimum benefits", "preserved benefits", "restricted non-preserved benefits" and "unrestricted non-preserved benefits" (within the meaning of those expressions in the SIS Act) as between the Member's benefits and the interest created, or the transferable benefits (within the meaning of the SIS Act) rolled over or transferred, for the Non-Member Spouse;
 - (v) at the request of the Non-Member Spouse (or without such a request in the circumstances permitted by the SIS Act) rollover or transfer the transferable benefits to another Benefit Arrangement to be held for the benefit of the Non-Member Spouse;
 - (vi) withholding the payment or the transfer of a Member's benefit;
 - (vii) preserve a Non-Member Spouse's entitlements;
 - (viii) pay to a Non-Member Spouse the amount to which the Non-Member Spouse is entitled under the payment split;
 - (ix) the Trustee may subject to the SIS Act charge and/or deduct from a Member's benefits or the entitlements of a Non-Member Spouse, a fee for the costs of administering a payment split or a flagging order, rolling over or transferring a transferable benefit or payment to a Non-Member Spouse.
- (b) The Trustee must treat the Non-Member Spouse as a Member where required by the SIS Act;
- (c) The Trustee may do anything else whatsoever that it considers necessary to comply with the SIS Act and Part VIIIIB of the Family Law Act 1975.

Sole Purpose Test

3.1 Core Purposes:

The Trustees must ensure that the Fund is maintained solely for one or more of the core purposes or both one or more of the core purposes and for one or more of the ancillary purposes provided in the Act.

3.2 Sole Purpose:

Despite any other provision of this Deed, the Trustee must be a constitutional corporation unless the Trustees are individuals and in that event and despite any other provision of this Deed the sole or primary purpose of the fund is the provision of old-age pensions

Constitution of Fund

4.1 Trusts:

All assets of the Fund are vested in the Trustees who stand possessed of the same upon trust to apply the same in the manner and for the objects and purposes of the Fund as set out in this Deed and any amendment.

4.2 Perpetuities:

If the Deed is or becomes subject to a rule against perpetuities the Trustees must not later than the specified date dissolve the Fund and pay to or secure for the Members or their Dependants or Personal Representatives such amounts as the Trustees may subject to this Deed determine notwithstanding that Members are then in the service of the Employer. For the purposes of this paragraph the "specified date" is the earlier of that date which by the rule to which this Deed is or becomes subject is the last date limited for the vesting of the whole of the Fund without infringement of the rule and where that date is to be calculated by reference to a life in being the life is that of the last survivor of all the lineal descendants of His Late Majesty King George VI who are living at the date of execution of this Deed and where that date is to be calculated in accordance with an enactment it shall be 79 years from the date of this Deed or 79 years from the date of commencement of the trust..

Notice of Election

5. Trustees to give notice to become a regulated fund:

The Trustees must give to the Commissioner within the period provided by the Superannuation Conditions a written notice in the approved form and signed in the manner required by the SIS Act electing that the Act is to apply in relation to the Fund.

Statutory Covenants

6. Statutory Covenants:

The purpose of this paragraph is explanatory only. The effect of Section 52 of the SIS Act is that the Trustees covenant as follows in accordance with the SIS Act:-

- (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 Trustees' duties and powers are performed and exercised in the best interests of the beneficiaries;
- (d) to keep the money and other assets of the Fund separate from any money and assets, respectively:-
 - (i) that are held by the Trustees personally; or
 - (ii) that are money or assets, as the case may be, of a standard employer-sponsor, or an associate of a standard employer-sponsor, of the Fund;

- (e) not to enter into any contract, or do anything else, that would prevent from, or hinder the Trustees in, properly performing or exercising the Trustees' functions and powers; this does not prevent the Trustees from engaging or authorising persons to do acts or things on behalf of the Trustees.
- (f) to formulate and give effect to an investment strategy that has regard to the whole of the circumstances of the Fund including, but not limited to, the following:
 - (i) the risk involved in making, holding and realising, and the likely return from the Fund's investments having regard to its objectives and its expected cash flow requirements;
 - (ii) the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;
 - (iii) the liquidity of the Fund's investments having regard to its expected cash flow requirements;
 - (iv) the ability of the Fund to discharge its existing and prospective liabilities;
- (g) if there are any reserves of the Fund - to formulate and to give effect to a strategy for their prudential management, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;
- (h) to allow a beneficiary access to any information or documents prescribed under the SIS Act.
- (i) to observe such covenants as are prescribed to be included in the governing rules of the Fund prescribed by the Act.

Statutory Requirements

7. Self Managed Superannuation Fund:

Subject to paragraph 3.2 and despite any other provision of this Deed, the Trustees are empowered to do all things necessary to be done by them to ensure that the Fund satisfies the conditions applicable to self managed superannuation funds regulated in accordance with the Act.

Alterations to the Deed

8.1 Methods to alter Deed:

Subject to this paragraph 8 and the Superannuation Conditions this Deed and the Rules may be amended:

- (a) by deed executed by the Trustees; or
- (b) by oral resolution of the Trustees and subject to compliance with the Superannuation Conditions; or
- (c) in relation to the Rules, in addition to the above, in any other manner permitted by the Rules;

- (d) and in any event if there is a Principal Employer its written consent must be obtained to any amendment unless this requirement is inconsistent with the SIS Act or the Superannuation Conditions.

8.2 Effective Date:

An amendment under this paragraph takes effect from the date (prospective or retrospective) specified in the resolution or if not specified on the date on which the resolution is made.

8.3 Prohibition:

If the Act prohibits it, this Deed must not be amended in such a way that:

- (a) a person other than a constitutional corporation would be eligible to be appointed as Trustee unless the Deed or any amending deed, provides 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; or
- (b) the sole or primary purpose of the Fund would be a purpose other than the provision of old-age pensions unless the Deed or any amending deed provides and will continue to provide after the amendment is made, that the Trustee must be a constitutional corporation.

8.4 Notice to be given to Members following alteration:

The Trustees must give to each Member such information or notice in respect of the amendments as may be required by the Superannuation Conditions.

Trustees

9.1 Written consent of Trustee required:

A person is not eligible for appointment as a Trustee, or, if the Trustee is a corporate Trustee, as a director of that corporate Trustee, unless the person has consented in writing to the appointment.

9.2 Consent of new Members to Trustees:

A person joining the Fund as a Member consents, as a condition of joining the Fund, to the Trustees, at the date of the Member so joining, continuing to act as Trustees and to being appointed as a Trustee or if the Trustee is a body corporate, to being appointed as a director of that body corporate (unless that Member is under a legal disability or otherwise not entitled to become a Trustee under the SIS Act.)

9.3 Chairperson:

The Chairperson of any meeting of the Trustees or of the body corporate sole Trustee does not have any second or casting vote.

9.4 Number of Trustees:

The number of Trustees must be such number as does not exceed the maximum number and is not less than the minimum number permitted by the SIS Act necessary for the fund to satisfy the provisions applicable to self managed superannuation funds.

9.5 Meetings of Members:

The Trustees may establish procedures and policies for the regulation of meetings of Members.

9.6 Decisions of Trustees:

If required by the Superannuation Conditions, a decision of:

- (a) the individual Trustees of the Fund; or
- (b) the Board of Directors of the Corporate Trustee of the Fund;

must be taken not to have been made, or to be of no effect, if fewer than two thirds of the total number of the Trustees or Directors, as the case requires, voted for it. Otherwise a majority vote is sufficient.

9.7 Basic Equal Representation Rule:

Compliance with Rule: The Fund must, if required by the Superannuation Conditions, comply with the basic equal representation rule.

9.8 Vacancy in Office of Trustee:

- (a) The office of a Trustee or of a director of a body corporate sole Trustee ipso facto, becomes vacant if the Superannuation Conditions require it or upon the Trustee's or director's:
 - (i) death;
 - (ii) mental incapacity;
 - (iii) retirement by written notice to the Members and any other Trustee;
 - (iv) becoming a disqualified person within the meaning of the Act;
 - (v) suspension or removal under the Act;
 - (vi) tenure of the Trustee's position expires;
 - (vii) continuance in office would result in the fund no longer satisfying the conditions of the SIS Act applicable to self managed superannuation funds.
- (b) Pending any appointment of a Trustee where a Member has died the deceased Member's legal personal representative may with the consent of any other Members, act as Trustee in place of the deceased Member/Trustee (or director of a corporate trustee) in any period commencing on the Member's death and ending on the date the Member's benefits become payable.
- (c) Pending any appointment of a Trustee where a Member is under a legal disability the Member's legal personal representative may with the consent of any other Members, act as Trustee in place of that Member/Trustee (or director of a corporate trustee) in any period when the Member is under a legal disability or the legal personal representative has an enduring power of attorney from that Member and ending on the date the Member's benefits become payable.
- (d) The parent or guardian of a Member who is under 18 and who does not have a legal personal representative may be appointed as a Trustee.
- (e) Sub-paragraphs (b), (c) and (d) are subject to the SIS Act.

9.9 Members to fill vacancy:

Any vacancy in Trustees or board of a corporate trustee must be filled within 90 days after it occurred where the Superannuation Conditions require it, or such other time as permitted under the Superannuation Conditions. Any vacancy may, subject to the Superannuation Conditions (and if required by the Superannuation Conditions with the consent of the Trustees), be filled by a resolution of a two-thirds majority of Members and may also be effected by Deed signed by or on behalf of the Members and signed by the new Trustee.

9.10 (a) Members may remove Trustees:

Subject to the Superannuation Conditions and if required by them, with the Trustees' consent, the Trustee or, where there is more than one, a Trustee, may be removed by a two-thirds majority of the Members and such removal is effective upon the passing of a resolution to that effect in accordance with this Deed.

(b) Members may replace Trustees:

At the time of making a resolution under sub-paragraph (a) above the Members may (with the written consent of the appointee or appointees) by resolution made and effected in like manner appoint a Trustee or Trustees to replace the person or persons so removed.

9.11 Self Managed Superannuation Fund Conditions:

(a) Any appointment or removal of a Trustee(s) or a director of a body corporate Trustee must be made in such manner as will satisfy the provisions of the SIS Act applicable to self managed superannuation funds.

(b) Subject to the SIS Act, in addition to any other method provided in this Deed, a Trustee or Trustees or an additional Trustee(s) may be appointed and a Trustee(s) removed by a Deed giving effect to such appointment or removal, signed by the Members, the Trustee(s) to be appointed and the Trustee(s) at that time.

9.12 Additional Trustees:

Additional Trustees may be appointed, subject to the Superannuation Conditions, by a resolution of a 2/3rds majority of members or by Deed signed by or on behalf of the Trustees and the Members.

9.13 Principal Employer:

If the Fund has at the relevant time a Principal Employer then its consent must be obtained to any appointment or removal of Trustees unless this requirement is inconsistent with the SIS Act or the Superannuation Conditions.

Limitation of Liability

10.1 Limitation:

(a) Subject to paragraph 10.1 (b), no Trustee or, where the Trustee is a corporation, any of its directors or officers, will be personally liable for any loss or detriment whatsoever incurred by any person in connection with the Fund for any reason.

Exceptions:

- (b) Paragraph 10.1 (a) does not apply to the extent that the loss or detriment is due to the Trustee's, director's or officer's dishonesty or wilful or reckless failure to exercise the degree of care and diligence that the Trustee, director or officer was required to exercise.

10.2 Indemnity:

- (a) The Trustee 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 the execution, attempted execution, or in respect of non-execution of the Trustee's powers and discretions under this Deed.

Payment and reimbursement:

- (b) Subject to the Act, the Trustee and its directors and officers may recover from the Fund amounts necessary:-
 - (i) to meet the indemnities referred to in paragraph 10.2; and
 - (ii) to meet all liabilities whatsoever in connection with the Fund and the exercise of their powers and duties under or in connection with this Deed.

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

Approval of Members and Employers Generally

11. (a) Approval of Members/Associated Employers generally:

Subject to the Superannuation Conditions where under the terms of this Deed there is required in relation to the exercise by the Trustees of any power or authority or there is otherwise required the resolution, consent, approval or agreement (herein referred to as "resolution") of the Members or Associated Employer(s) generally the passing or rejection of that resolution must be determined in accordance with the succeeding provisions of this sub-paragraph unless all Members or Associated Employers of the Fund at the time of signature have signified their consent in writing otherwise.

(b) Written notice to Members/Associated Employers:

The Trustees of their own motion or upon written requisition by not fewer than ten percent of the Members/Associated Employers must give written notice by pre-paid ordinary mail to each Member/Associated Employer:-

- (i) specifying the matter in respect of which resolution is sought;
- (ii) setting out a comprehensible explanation of the reasons for which the resolution is sought;
- (iii) specifying the effect of the provisions of this sub-paragraph in relation to the determination of the resolution;
- (iv) containing provision for the Members/Associated Employers indication of the passing or rejection of the resolution;

- (v) containing a stamped addressed envelope to the Trustees.
- (c) **Trustee meeting to table responses:**
 - (i) Upon the date which is fifteen (15) clear ordinary business days from the date upon which the notices under sub-paragraph (b) were posted to the Members/Associated Employers the Trustees must at a duly convened meeting of the Trustees table the responses of the Members/Associated Employers received by the Trustees and in the event that the requisite majority of responses indicates the passing of the resolution it must be passed and in the event that the requisite majority of such responses indicates the rejection of the resolution it must be rejected.
 - (ii) Any Member/Associated Employer is entitled to attend as an observer a meeting of the Trustees under this sub-paragraph.
- (d) The Trustees must retain the responses with the Minutes of the Meeting at which they were tabled.
- (e) **Requisite majority:**

In the provisions of this sub-paragraph the expression "requisite majority" means:-

 - (i) in the case where a two-thirds majority is required - two-thirds or more of the responses;
 - (ii) in any other case - one-half or more of the responses.
- (f) **Notification to Members/Associated Employers:**

The Trustees must within fourteen (14) days of any meeting held under the provisions of this sub-paragraph notify all Members/Associated Employers of the result thereof.
- (g) **Strict compliance not essential:**

Any resolution made under this paragraph is not invalidated by reason of any or want of strict compliance with these provisions unless it is shown that there has or may be caused thereby some substantial and irremediable injustice.
- (h) **Written Resolution:**

Despite this Rule 11 the Members may unanimously resolve to give their approval by signing a document or identical documents to the requisite effect.

Trustees not to be Subject to Direction

12.1 Directions:

If the Superannuation Conditions so require, the Trustees, despite anything in this Deed to the contrary, must not be subject, in the exercise of any of the Trustees' powers under the Deed, to direction by any other person.

12.2 Direction taken to be a request:

If any provision in this Deed is inconsistent with the preceding sub-paragraph then, despite such provisions, the Trustees must treat the direction as a request and the Trustees are not bound by such provision or request.

Investments

13.1 Investment Strategy:

The Trustees must formulate and give effect to an investment strategy in accordance with the SIS Act. Subject to the SIS Act a reserve account may have a separate investment strategy (see Rule 6(g)).

13.2 Loans:

The Trustees may not lend money to Members unless the Act permits loans to Members.

13.3 Acquisition of assets from Members:

The Trustees must not intentionally acquire an asset from:

- (a) a Member of the Fund; or
- (b) a relative of a Member of the Fund.

unless the Superannuation Conditions permit.

13.4 Borrowing:

The Trustees may borrow money or maintain an existing borrowing of money if the Superannuation Conditions permit.

13.5 In-house assets:

The Trustees must take all reasonable steps to ensure that the in-house assets rules applicable to the fund, if any, are complied with and may only invest in in-house assets if permitted by the Act. Subject to those conditions the Trustees may continue to hold any existing in-house asset.

13.6 Arms' length dealing required:

The Trustees must not, if prohibited by the Superannuation Conditions, make investments unless the Trustees and the other party to the relevant transaction are dealing with each other at arms' length in respect of the transaction.

13.7 Power to invest as if natural persons:

- (a) Subject to the SIS Act, the Trustees may make any investment that a natural person may make. The Trustees have power to vary or transpose any of the investments so made.
- (b) All investments by the Trustees are subject to compliance with the Superannuation Conditions.

13.8 Other investment powers:

Without limiting the generality of the preceding sub-paragraph but subject to the limitation in it and subject to the Superannuation Conditions, the Trustees may invest in: -

- (a) any investment authorised by the laws of Australia or of any of its States or Territories for the investment of trust funds;

- (b) the purchase of or subscription for preference or other shares or stock or preference or other share or stock options in any company registered in Australia or in any other country;
- (c) the purchase of units or sub units of property or other investment trusts or other common fund;
- (d) deposits with any bank, life insurance company or building society or on loan to any company, organisation or person not being a Member;
- (e) policies of insurance, assurance, endowment, deposit administration or investment;
- (f) the purchase of annuities and deferred annuities from a life insurance company or other organisation;
- (g) the purchase of any real estate in Australia;
- (h) deposits with or loans to an Employer;
- (i) any other investment whether or not similar to any of the above which the Trustees consider to be appropriate.

13.9 Nominees for Trustees:

Any investment may be held in such names including the name of a nominee or custodian (whether an individual or corporation) as the Trustees from time to time determine to the extent not prohibited by the Superannuation Conditions.

13.10 Continuation of loans to Members:

The Trustees may continue any loans transferred in respect of a Member from another superannuation fund under conditions that will not cause the Fund to fail to satisfy the Superannuation Conditions.

Investment Choice

14.1 No obligation:

- (a) The Trustees are not obliged to provide investment choice to Members or Beneficiaries of the Fund except as required by the SIS Act;
- (b) The Trustees may however in their absolute discretion determine to provide investment choice subject to the Superannuation Conditions either generally or only in respect of certain Members or Beneficiaries or certain classes of Members or Beneficiaries of the Fund.

14.2 Investment Strategy:

- (a) Where the Trustees determine to provide investment choice, they must establish an investment strategy for each of the investment choices available to Members and Beneficiaries and where appropriate must allocate or designate particular assets of the Fund to be held in accordance with that strategy they must notify Members and Beneficiaries of the investment objectives of each of those strategies and provide any other information required for this purpose by the Superannuation Conditions to enable Members and

Beneficiaries to make an informed decision regarding the effect of and risks associated with, each of those investment strategies;

- (b) The notification provided must include the various directions that a Member or a Beneficiary can give to the Trustees under paragraph 14.6 and the circumstances in which any such directions can be given or altered.

14.3 Trustees must monitor:

The Trustees must monitor each of the investment strategies established under paragraph 14.2 and the assets held in accordance with each strategy in order to ensure that each of those investment strategies is appropriate at all times in respect of Members or Beneficiaries or classes of Members or Beneficiaries to whom each of those strategies is available.

14.4 Earning rate:

The Trustees must determine a fund earning rate and allocate the earnings of the Fund to each Member's Account in accordance with the investment strategy applicable to the Member or Beneficiary as the Trustees determine or if the Superannuation Conditions or the SIS Act require it, in proportion to the amount standing to the credit of the Member's or Beneficiary's Account at the beginning of the fund year in respect of which the allocation is being made, appropriate adjustment being made for amounts (if any) credited or debited to those Accounts during that year.

14.5 Selection and direction:

- (a) A Member or Beneficiary of the Fund, may, where the Trustees have determined to offer investment choice in accordance with paragraph 14.1, select one or more of the investment strategies formulated by the Trustees under paragraph 14.2 and direct the Trustees to invest part or the whole of the monies held in respect of that person in accordance with the strategy or strategies selected by that person under this paragraph.
- (b) Any directions by the Member or Beneficiary must only be given in accordance with the Superannuation Conditions and the Trustees must ensure that the Member or Beneficiary is provided with such information as required by the Superannuation Conditions in order to enable the Member or Beneficiary to make an informed decision.

14.6 Member document:

- (a) A Member or Beneficiary who wishes to select one or more investment strategies pursuant to paragraph 14.2 must give to the Trustees such documents as the Trustees require and must clearly set out details of the investment strategy or strategies selected by the Member or Beneficiary.
- (b) The Trustees are not bound to act on any such document if it breaches any of the requirements of the Superannuation Conditions.

14.7 Asset specific investments:

- (a) Except to the extent permitted by the Superannuation Conditions, the Trustees are not bound to make a particular investment in respect of a Member or Beneficiary of the Fund.
- (b) Where a Member or Beneficiary wishes to select particular investments, (whether those investments comprise one or more assets), a request to the Trustees must be made for an additional investment strategy or strategies for those particular investments ("asset specified

investment strategy") to be formulated by the Trustees and for that strategy or those strategies to be made available to that Member or Beneficiary in accordance with paragraph 14.2.

- (c) The Trustees may in their absolute discretion approve or reject any requests made under this paragraph.

14.8 Advice to Members:

The Trustees must, if required by the SIS Act, advise Members and Beneficiaries of the investment strategy or strategies which will be adopted by the Trustees in respect of those Members or Beneficiaries or classes of Members or Beneficiaries who decline, or otherwise do not select an investment strategy.

Powers of Trustees

15.1 Discretion powers of Trustees:

Subject to the Superannuation Conditions, the Trustees in the exercise of the authorities, powers and discretions hereby vested in them have an absolute and uncontrolled discretion and may exercise or enforce or delegate (by power of attorney or otherwise) all or any of the authorities, powers or discretions from time to time or may refrain from exercising all or any of such authorities, powers or discretions from time to time and their decision as to the interpretation and effect of this Deed is final and binding on all parties.

15.2 Trustees actions subject to Superannuation Conditions:

The Trustees may only act in a manner not prohibited by the Superannuation Conditions.

15.3 Additional powers:

Subject to the Superannuation Conditions, the Trustees also have the following powers:

- (a) to insure or re-insure any risks contingencies or liabilities of the Fund;
- (b) to open and operate a bank account at any bank and to make regulations for the operation of such bank accounts including the signing and endorsing of cheques in connection therewith;
- (c) to institute or defend or otherwise deal with any legal proceedings in respect of the Fund;
- (d) to enter into any contract and do all such acts matters and things as the Trustees may consider necessary or expedient for any matter or purpose in respect of the Fund or this Deed;
- (e) to engage the services of any company, person or firm as the Trustees may consider necessary for the proper administration and management of the Fund or to obtain expert advice;
- (f) to appoint an Auditor of the Fund from time to time at such remuneration and on such other conditions as the Trustees think fit; and
- (g) to deduct and pay from the Fund the amounts of administration and other costs including any tax or duty payable by the Trustees in connection with the Fund and to debit any of the accounts of the Fund (including an account representing Member Financed Benefits) with

such amounts in such manner as the Trustees may determine and which must not cause the Fund to fail to comply with the Superannuation Conditions;

- (h) to deduct from any benefit or other payment hereunder any tax or duty payable whether from or in respect of it and whether payable by the person entitled thereto or the Fund and must then pay that tax or duty to the relevant authority and the person is be entitled to receive only the net benefit or payment after the deduction has been made;
- (i) such other powers as are appropriate to the fulfilment of the purposes of the Fund and its proper and efficient management and its compliance with an exercise of powers authorities and discretions available under the Superannuation Conditions.

Notification of significant adverse effects

16. Trustees to give notice of significant adverse effect:

If the Trustees become aware of the occurrence of an event having a significant adverse effect on the financial position of the Fund, they must give such notice as may be required by the Superannuation Conditions.

Insurance

17.1 Life insurance:

The Trustees have power from time to time to effect policies of insurance upon the life of any Member to secure payment upon death of the Member or the happening of any other contingency in respect of that Member of such amount as the Trustees in their absolute discretion think fit and to renew any such policies for such period as the Trustees may think fit and the Trustees have power to accept an assignment of any policies of insurance effected in respect of a Member.

17.2 Annuities:

The Trustees have power from time to time to effect annuity or deferred annuity policies upon the life of any Member or any of the Member's Dependents of such amount as the Trustees determine and the Trustees have power to accept an assignment of such annuity or deferred annuity policies effected in respect of a Member.

17.3 Powers:

Policies must be issued in the names of or assigned to the Trustees and must be held by the Trustees upon and subject to the provisions of this Deed and the Trustees may enforce surrender sell or otherwise deal with any such policies as they in their absolute discretion think fit provided that the Trustees may also arrange for annuity or deferred annuity policies to be issued in the name of a beneficiary.

17.4 Evidence to be provided by Member for insurance:

A Member must provide any evidence that may be required from such Member in order to secure cover under any insurance policy and the Trustees are not bound to seek completion of such policy if evidence satisfactory to the insurance company is not provided.

17.5 **Premiums**

Subject to the Superannuation Conditions, the Trustees may debit such accounts of the Fund as they determine with the applicable insurance premiums.

Accounts

18.1 **Trustees to keep accounting records:**

The Trustees may:

- (a) keep such accounting records as correctly record and explain the transactions and the financial position of the Fund.
- (b) keep its accounting records so as to enable the preparation of the accounts and statements in accordance with the Superannuation Conditions.
- (c) keep its accounting records so as to enable those accounts, statements and returns to be conveniently and properly audited in accordance with the Superannuation Conditions.
- (d) keep a reserve account to which may be credited or debited such amounts as the Trustees determine from time to time subject to the Superannuation Conditions.

18.2 **Balance sheet:**

The Trustees must as soon as practicable after the expiration of each Financial Year cause to be drawn up such:

- (a) balance sheets and statements of financial position;
- (b) operating statements;
- (c) other financial accounts and statements as are required by the Superannuation Conditions; and/or
- (d) such other statements as the Trustees think fit.

18.3 **Accounts and statements to be prepared:**

The Trustees may prepare such accounts and statements additional to those described in this paragraph as are required by the Superannuation Conditions or otherwise, as they think fit.

18.4 **Audit:**

If required by the Superannuation Conditions, the Trustees must ensure that the accounts and statements of the Fund are audited.

18.5 **Maintenance of reserves:**

The Trustees may, if they consider it desirable to do so, maintain reserves of the Fund.

18.6 **Records to be kept by Trustees:**

The Trustees must keep such minutes, records and reports as they consider appropriate for the proper administration of the Fund and such further records, minutes and reports as may be required by the Superannuation Conditions.

Payments to Contributors

19. **Payments to Associated Employer:**

The Trustees may pay an amount or permit an amount to be paid out or transferred in specie to an Associated Employer or Principal Employer only if not prohibited by the Superannuation Conditions.

Rollover

20. **Trustees may pay rollovers:**

The Trustees may pay benefits to an eligible rollover fund or other fund as permitted by the Superannuation Conditions.

Member Accounts

21.1 **Trustees to keep Member and employer accounts:**

Subject to complying with the Superannuation Conditions, the Trustees may keep such accounts in respect of Member and employer contributions (if any) as they think fit including accounts in respect of segregated current pension assets.

21.2 **Power to retain prior categories of membership and vesting:**

- (a) Where under any prior governing rules of this Fund or under any fund from which a benefit has been transferred, provision was made for categories of membership or for vesting of contributions, the Trustees may, in their absolute discretion continue to apply or adopt those provisions or provisions similar thereto as the Trustees may reasonably determine.
- (b) The Trustees may treat that benefit so transferred in that manner despite the provisions of this Deed, it being the intention of this provision to give the Trustees the power to retain and continue to treat that benefit in a similar manner to its treatment under those prior or other governing rules.
- (c) This provision is subject to compliance with the Superannuation Conditions.

21.3 **Accounts may be kept:**

The Trustees may cause to be kept in respect of each Member a Member Account which may contain such particulars as the Trustees determine.

21.4 **Details of accounts:**

Each Member Account may include -

- (a) An Employer Contribution Account showing -
 - (i) contributions by any Associated Employer to that account;
 - (ii) sums which the Trustees determine to be credited or debited to the account in order to provide the benefits payable to or in respect of the Member in accordance with the Deed and Rules;
 - (iii) the portion of the account that is currently irrevocably vested for the Member (the Vested Portion); and

- (iv) the portion of the account that is preserved and the conditions of such preservation (the Preserved Portion);
- (b) A Member Contribution Account showing -
 - (i) contributions by the Member to that account;
 - (ii) sums which the Trustees determine are properly to be credited or debited to the account in order to provide the benefits payable to or in respect of the Member in accordance with the Deed and Rules;
 - (iii) the portion of the account that is currently irrevocably vested for the Member (the Vested Portion); and
 - (iv) the portion of the account that is preserved and the conditions of such preservation (the Preserved Portion); and
- (c) Any such Account may, subject to the Superannuation Conditions, be debited or credited and such other entries may be made or particulars recorded as the Trustees deem to be appropriate including provisions for reserves.
- (d) Without limiting the discretion in (c) and subject to the SIS Act and the Superannuation Conditions, the Trustees may debit such accounts, amounts which the Trustees determine are appropriately created or debited including a payment split under S 90 MD Family Law Act, splittable contributions, amounts to be transferred to a reserve account under this Deed, expenses, losses and benefit payments (whether lump sum or pension) and taxes.

Segregated Current Pension Assets

- 21.5 The Trustees may in accordance with the Tax Act, transfer and segregate any of the assets of the fund for the sole purpose of discharging the current pension liabilities of the fund out of those assets.
- 21.6 The transfer values and annual valuations of the segregated current pension assets must be determined in accordance with the Tax Act.
- 21.7 The Trustees may, in accordance with the Tax Act, re-transfer assets segregated in order to meet the requirements of the Tax Act applicable to the segregated current pension assets.
- 21.8 The Trustees may do or cause all such things to be done as may be necessary for the Trustees to comply with the provisions of the Tax Act necessary to transfer contributions to a life insurance company or pooled superannuation trust to permit taxation of those contributions in the hands of such company or trust in accordance with the Tax Act.
- 21.9 The Trustees may create such Pension Benefit accounts in respect of pensions payable under this Deed as the Trustees determine.

Valuation of the Fund and Allocation of Profits or Loss

22.1 Valuation:

The Trustees must at the end of each Financial Year if required by the Superannuation Conditions and may at any time value the assets and liabilities of the Fund and any surplus or deficiency including unrealised gains or losses revealed by such valuation must be separately credited or debited to the profit and loss account of the Fund. For the purpose of effecting a valuation the Trustees have an absolute discretion in selecting the valuation basis for any asset or liability provided that such basis must not be one which causes the Fund to fail to satisfy the Superannuation Conditions.

22.2 Profit or loss distribution:

The Trustees may in their absolute discretion determine the amount of profit or loss of the Fund that must be credited or debited to and amongst the Member Accounts and any other accounts that the Trustees nominate in such proportions and such manner as the Trustees decide and may set formulae or interest rates for this purpose provided that the Trustees must in the exercise of their discretions under this paragraph act in a manner that is in accordance with the Superannuation Conditions. If the Trustees maintain reserves the Trustees may first determine what amount of the profit or loss is to be allocated to the reserve accounts, and the balance (if any) credited or debited in accordance with this Deed.

22.3 Other debits:

Subject to the Tax Act and the Superannuation Conditions, the Trustees may debit any accounts of the Fund in respect of taxation liabilities or any other outgoings in such manner as the Trustees determine.

Contributions

23.1 Employer contributions:

Each Associated Employer, if any, and Principal Employer, if any, must contribute to the Fund pursuant to an arrangement between such Employer and the Trustees in respect of the Employer's Employee who is a Member of the Fund.

23.2 Employer sponsors:

The arrangement referred to in the preceding paragraph is that the Employer must pay or cause to be paid into the Fund from time to time on a basis agreed with the Trustees contributions or other monies as may be required in accordance with the Rules and subject to compliance with the Superannuation Conditions provided however that the Trustees may refuse to accept any contributions.

23.3 Member contributions:

Subject to the Superannuation Conditions and this Deed, each Member may contribute to the Fund (whether in specie or otherwise, subject to the Superannuation Conditions) such amount or otherwise as is agreed between the Member and the Trustees.

23.4 Acceptance of contributions:

(a) Despite this Rule 23, the Trustees may accept any contribution from any contributor unless the Act or Superannuation Conditions do not permit it or if such acceptance would cause the fund to comply with the SIS Act or fail to satisfy the provisions of the SIS Act applicable to self managed funds.

- (b) Sub-paragraphs 23.5 to 23.9 (inclusive) cease to apply on and from 1 July 2007 and are subject to the SIS Act and SIS Regulations.
- (c) Sub-paragraph 23.9A applies on and from 1 July 2007 subject to the SIS Act and SIS Regulations.

23.5 Conditions for accepting contributions:

Subject to the SIS Regulations and sub-paragraphs 23.4 and 23.9 the Trustees may accept contributions that are made in respect of a Member who:

- (a) is under age 65.
- (b) was 64 between 10 May 2006 and 5 September 2006 whether or not gainfully employed on at least a part time basis and the contributions are in respect of the period 10 May 2006 to 30 June 2007.
- (c) was 74 between 10 May 2006 and 5 September 2006 if the member was gainfully employed on at least a part time basis in either the 2005/2006 or 2006/2007 financial year and the contributions are in respect of the period 10 May 2006 to 30 June 2007.

23.6 Contributions by Members aged 65-70:

Subject to sub-paragraphs 23.4 and 23.9, the Trustees may accept contributions that are made in respect of a Member who has reached age 65 but not age 70 (age 75 on and from 1 July 2007) only if:

- (a) the contributions are mandated employer contributions; or
- (b) the Member has been gainfully employed on at least a part-time basis during the financial year in which the contributions are made.

23.7 Contributions by Members aged 70-75:

This provision does not apply on and from 1 July 2007.

Subject to sub-paragraphs 23.4 and 23.9, the Trustees may accept contributions that are made in respect of a Member who has reached age 70 but not age 75 only if:

- (a) the contributions are mandated employer contributions; or
- (b) the contributions are made by the Member in respect of the Member and the Member has been gainfully employed on at least a part-time basis during the financial year in which contributions are made.

23.8 Contributions by Members aged over 75:

Subject to sub-paragraphs 23.4 and 23.9, the Trustees may accept contributions that are made in respect of a Member who has reached age 75 only if the contributions are mandated employer contributions.

23.9 Contributions made after relevant period:

The Trustees may accept contributions if permitted by the SIS Regulations in respect of a Member if the Trustees are reasonably satisfied that the contribution is in respect of the relevant period during which, the fund may accept the contribution in respect of that Member, even though the contribution is actually made after that period.

23.9A Acceptance of contributions — on and from 1 July 2007 (see paragraph 23.4(c))

- (1) The Trustees may subject to paragraph 23.4(a) accept contributions that are made in respect of a member in accordance with the following table and regulations (2), (3) and (7) of SIS Regulation 7.04.

Item	If the member ...	the fund may accept contributions that are made in respect of the member if ...
1	is under 65	contributions that are made in respect of a member.
2	is not under 65, but is under 70	contributions that are made in respect of a member that are (a) mandated employer contributions; or (b) if the member has been gainfully employed on at least a part-time basis during the financial year in which the contributions are made: (i) employer contributions (except mandated employer contributions); or (ii) member contributions
3	is not under 70, but is under 75	contributions that are made in respect of the member that are: (a) mandated employer contributions; or (b) if the member has been gainfully employed on at least a part-time basis during the financial year in which the contributions are made - contributions received on or before the day that is 28 days after the end of the month in which the member turns 75 that are: (i) employer contributions (except mandated employer contributions); or (ii) member contributions made by the member.
4	is not under 75	mandated employer contributions

- (2) In addition to paragraph 23.9A (1) (SIS Regulation 7.04(1)), the Trustees must not accept any member contributions if the member has not quoted (for superannuation purposes) his or her tax file number to the fund.
- (3) In addition to paragraph 23.9A(1) (SIS Regulation 7.04(1)), the Trustees must not accept any fund-capped contributions in a financial year in respect of a member that exceed:
- (a) if the member is 64 or less on 1 July of the financial year – three times the amount of the non-concessional contributions cap (as defined in the SIS Regulations); or
 - (b) if the member is 65 but less than 75 on 1 July of the financial year – the non-concessional contributions cap (as defined in the SIS Regulations).

- (4) If the Trustees receive an amount in a manner that is inconsistent with sub-paragraph (1), (2) or (3):
 - (a) the fund must return the amount to the member within 30 days of becoming aware that the amount was received in a manner that is inconsistent with sub-paragraph (1) or (2); and
 - (b) the Trustees may, and are empowered to comply with the provisions of SIS Regulation 7.04(4)(b).
- (5) If the Trustees comply with SIS Regulation 7.04(4) (See paragraph 23.9A (4)), the fund is taken not to have contravened the Act or the SIS Regulations in relation to the acceptance of the amount or in relation to the return of the money to the member.
- (6) The Trustees may accept contributions in respect of a member if the Trustee is reasonably satisfied that the contribution is in respect of a period during which, under an item in the table above (SIS Regulation 7.04(i)), the fund may accept the contribution in respect of that member, even though the contribution is actually made after that period.
- (7) In this provision 23.9A:

non-concessional contributions cap means the amount mentioned in subsection 292-85 (2) of the *Income Tax Assessment Act 1997*.

quoted (for superannuation purposes) has the same meaning as in the *Income Tax Assessment Act 1997*.

tax file number has the meaning given by section 299W of the SIS Act.

23.10 Child Contributions

The Trustee may accept child contributions in respect of a child if permitted by the Act.

23.11 E.T.P.:

The Trustees may receive such eligible termination payments as the Trustees accept from time to time provided that such payment would not result in the fund:-

- (i) no longer complying with the conditions applicable to self managed superannuation funds; or
- (ii) no longer complying with the Superannuation Conditions

and further provided that the Trustees may in any event refuse to accept such payment or contribution.

23.12 Entries & Membership:

Subject to the Superannuation Conditions, in respect of any receipt:-

- (a) the Trustees may make such relevant entries in the accounts of the fund as they deem appropriate; and
- (b) despite other provisions of this Deed may admit to membership of the fund as necessary in the Trustees' opinion such persons as may be entitled to such contributions or eligible termination payments.

23.13 (a) Contributions in Cash or Assets:

Any contribution made by a Member or an Associated Employer must be made to the Trustees within the period in respect of which it is paid either in cash or by transfer of an asset or assets provided that the assets transferred must be investments permitted by this Deed. Any such transfer of an asset must be made upon the terms and conditions required by the Superannuation Conditions, and must not be made if the Trustees or an agent or delegate of the Trustees is prohibited by the Superannuation Conditions from acquiring the asset.

(b) No Obligation to Contribute:

In the absence of any agreement to the contrary neither a Member nor an Employer are under any obligation to make a contribution to the Fund and a Member may remain a Member of the Fund notwithstanding a contribution is not made in respect of that Member in respect of any year.

(c) Ineligible Contributions:

If the Trustees at any time ascertain that any contribution has been accepted in breach of the provision of the Act, the Trustees must refund such contribution within any time period which may be required by the Act, less any:

- (i) charge which an insurer may have made in respect of any extra cover which it has provided in relation to those contributions; and
- (ii) reasonable administration charges, and reduce the benefits held for the Member in the Fund to those which would have been held if such contribution had not been received.

23.14 Allocation of Contributions

Within 28 days (or within a longer period that is reasonable in the circumstances if within 28 days it is not reasonably practicable to so allocate or such other period as the Commissioner permits) of the end of the month of receipt of a contribution the Trustee must allocate the contribution to a Member of the fund.

Spouse contributions – splitting amounts

23.15 Application to roll over, transfer or allot an amount of contributions

- (1) Subject to the SIS Regulations and in particular Division 6.7, a Member may, in a financial year, apply to the trustee to roll over, transfer or allot an amount of benefits, for the benefit of the Member's spouse, that is equal to an amount of the splittable contributions made by, for, or on behalf of the Member in:
 - (a) the last financial year that ended before the application; or
 - (b) the financial year in which the application is made – where the Member's entire benefit is to be rolled over or transferred in that year.
- (2) The applicant must specify, in the application, the amount of the benefit from the following:
 - (a) the Member's taxed splittable contributions;
 - (b) the Member's untaxed splittable contributions;that the Member seeks to split for the benefit of the Member's spouse.

23.16 Decision on application

- (1) The Trustee may accept an application only if it is made in accordance with the SIS Regulations.
- (2) If the Trustee accepts an application in accordance with this provision the Trustee must, subject to the Regulations, and in any case within the period prescribed by the SIS Regulations, roll over, transfer or allot the amount of benefits for the benefit of the receiving spouse.
- (3) The Trustee is permitted to do all such things as may be necessary to give effect to these provisions and words in these provisions have the same meaning as contained in Division 6.7 of the SIS Regulations.

Benefits

24.1 Maximum Benefits:

Unless the Trustees, otherwise and subject to the Superannuation Conditions unanimously resolve the liability (if any) of the Trustees to make payments to or for any Member, Dependant, Personal Representative or Beneficiary must not in any event exceed the lesser of:-

- (a) the benefits provided under the Deed in respect of such Member, Dependant, Personal Representative or Beneficiary; and
- (b) the total balances of the relevant Member Accounts and any insurance proceeds received by the Trustees in respect of the Member.

24.2 Additions:

Despite any provision in the Deed and subject to the Superannuation Conditions, the Trustees, may from time to time or at any time commence to provide or add to:-

- (a) the vesting in or for Members within any Employer Contribution Accounts held for their benefit; or
- (b) any death, ill health or disability insurance policies upon the life of any Member.

24.3 Vesting:

There vests in each Member:

- (a) the amounts required to be vested by the Superannuation Conditions;
- (b) the amounts, if any, already vested in that Member pursuant to any rules of the Fund applicable prior to the date of this Deed;
- (c) any amount not otherwise vested which the Trustees with the consent of the Member's Employer (if any) agree is to be vested including any benefits or amounts transferred to the Fund as a vested benefit from another superannuation fund.

24.4 Application of benefits:

The benefits payable to or in respect of Members, Dependents and Personal Representatives in accordance with the Deed must be paid or applied to or for the benefit of such one or more of

those Beneficiaries in the form of lump sums, pensions or annuities as provided in the Rules and in such manner as the Trustees may in their absolute discretion decide provided that such payments do not cause the Fund to fail to satisfy the Superannuation Conditions, nor conflict with paragraph 3.2 and is subject to any valid notice given to the Trustees by a Member pursuant to paragraph 24.6.

24.5 Members request:

Subject to the Superannuation Conditions and paragraph 3.2 and despite the Rules, when a benefit is payable as a pension the Member may by written notice to the Trustees request payment of such benefit as an immediate or deferred lump sum and while the Trustees will take due consideration of a request the Trustees decision with respect to the form of any benefit payment will be final. If the Trustees at the relevant time are individuals then the Trustees must comply with the Member's request despite this paragraph 24.5 and despite the Rules.

24.6 Binding Nominations:

- (a) Subject to the Superannuation Conditions, the Trustees consent to the ability of a Member to make a binding nomination to pay benefits to a designated Dependant and the Trustees agree to give effect to such notice.
- (b) The purpose of the following sub-paragraph is explanatory and it applies subject to the provisions of the SIS Act. If the Trustees are unable to lawfully act upon the Member's notice referred to below then the Trustees may pay the relevant benefit to the Member's legal personal representative or to the Member's Dependents or any one or more of them and in such proportions as the Trustees in their absolute discretion determine, not being inconsistent with the SIS Act.
- (c) Subject to sub-paragraph 24.6(i) a Member may require the Trustees to provide any benefits in respect of that Member, on or after the death of that Member, to the legal personal representative or a Dependant of the Member if the Trustees give the Member information under sub-paragraph 24.6(d).
- (d) The Trustees must give to the Member information that the Trustees reasonably believe the Member reasonably needs for the purpose of understanding the right of that Member to require the Trustees to provide the benefits.
- (e) Subject to sub-paragraph 24.6(i) the Trustees must pay a benefit in respect of the Member, on or after the death of that Member, to the person or persons mentioned in a notice given to the Trustees by that Member if:
 - (i) the person, or each of the persons, mentioned in the notice is the legal personal representative or a Dependant of that Member; and
 - (ii) the proportion of the benefit that will be paid to that person, or to each of those persons, is certain or readily ascertainable from the notice; and
 - (iii) the notice is in accordance with sub-paragraph 24.6(g); and
 - (iv) the notice is in effect.
- (f) A Member who gives notice under sub-paragraph 24.6(e), may:-

- (i) confirm the notice by giving to the Trustees a written notice, signed and dated by the Member to that effect; or
 - (ii) amend or revoke the notice by giving to the Trustees notice, in accordance with sub-paragraph 24.6(g) of the amendment or revocation.
- (g) For the purposes of sub-paragraphs 24.6(e)(iii) and 24.6(f)(ii), the notice:-
- (i) must be in writing; and
 - (ii) must be signed and dated by the Member in the presence of 2 witnesses, being persons:-
 - i. each of whom has turned 18; and
 - ii. neither of whom is a person mentioned in the notice; and
 - (iii) must contain a declaration signed and dated by the witnesses stating that the notice was signed by the Member in their presence.
- (h) Unless sooner revoked by the Member, a notice under sub-paragraph 24.6(e) ceases to have effect at the end of the period of 3 years after the day it was first signed or last confirmed or amended by the Members.
- (i) If an item of information given by a Member in a notice under sub-paragraph 24.6(e) is not sufficiently clear to allow the Trustees to pay the benefit, the Trustees must seek from the Member a written statement to clarify the item as soon as practicable after the Trustees receive the notice.

24.7 Preserved Benefits:

- (a) Any benefit which is subject to preservation or has been preserved under the Superannuation Conditions, an agreement made by the Trustees or this Deed and the Rules, must not be paid to or in respect of the Member at a date earlier than allowed from time to time under the Superannuation Conditions.
- (b) The Trustees may transfer any preserved benefit to another superannuation fund nominated by the Member, an approved deposit fund nominated by the Member, a deferred annuity nominated by the Member or such other superannuation entity as the Superannuation Conditions allow.
- (c) If the Fund holds benefits that were not the subject of preservation prior to the date of or the date of adoption or application of this Deed then nothing in this Deed operates in a way that has the effect of preserving those benefits unless the Superannuation Conditions require it.

24.8 Member otherwise has no interest:

Except as provided in this Deed and subject to the Superannuation Conditions, a Member, Dependant or Personal Representative have no right to or interest in the Fund.

24.9 Trustees to determine amount to pay benefits:

Upon the happening of an event as the result of which there arises an absolute or contingent right to the payment of a benefit in accordance with this Deed to or in respect of a Member, Dependant or Personal Representative either immediately or at some future date the Trustees must determine the amount required to meet that liability and any balance of the Member Accounts in excess of that amount must be transferred to the Forfeited Benefits Account unless the Trustees otherwise resolve.

24.10 Member to provide evidence of entitlement:

The payment of any benefit must be subject to the person claiming the same producing such evidence, doing such acts and executing such documents as the Trustees may reasonably require and the Trustees may postpone the payment of any benefit until the requirements of this paragraph have been met.

24.11 Trustees may transfer assets in specie:

Subject to the Superannuation Conditions, the Trustees may, with the agreement of the Member or Beneficiary to whom a benefit is payable, transfer investments of the Fund of equivalent value to such benefit in lieu of payment of the same in money. The Trustees may take into account such associated costs, taxes or other expenses of such transfer as they think fit and make adjustments accordingly.

24.12 Unclaimed monies:

If the Trustees cannot find a person entitled to a benefit then that benefit or part of that benefit may be paid or otherwise dealt with by the Trustees in such manner as the Superannuation Conditions permit.

24.13 Unpaid benefits:

In the circumstances prescribed by the Superannuation Conditions the Trustees may pay an unpaid benefit to an eligible rollover fund, or to the Commissioner or other body prescribed by the Superannuation Conditions.

Forfeited Benefits Account

25.1 Forfeited benefits account to be kept:

The Trustees must keep an account for the receipt of amounts forfeited from Member Accounts and any other credit balances that cannot be otherwise allocated under the provisions of the Deed. The account is to be known as the Forfeited Benefits Account.

25.2 Application of forfeited benefits:

The Trustees may in their absolute discretion apply amounts held in the Forfeited Benefits Account in the manner and to the purposes permitted by the Superannuation Conditions and, if permitted, these may include:

- (a) welfare benefits to assist in events of financial hardship, sickness, accident or other misfortune causing hardship;
- (b) supplementary benefits for retired Members;
- (c) additional benefits for current Members on an equal basis, or on a pro rata basis among all Members or, among Members on the basis of economic needs;

- (d) payment of administrative expenses of the Fund;
- (e) payment of a Member's own contribution to relieve hardship;
- (f) payment to an Employer in recompense for loss or damage as the consequence of employee misconduct;
- (g) payment to an Employer in the form of assessable income.

Provided that the Trustees, if the Superannuation Conditions require it, may not apply any amount so held which is attributable to the contributions of an Employer to the provision of any benefit or advantage for any Member who is not its Employee without the consent of that Employer and where the Trustees have given notice of not less than twenty one (21) days to an Employer of the Trustees intention to so apply any amount and the Employer has not responded the Employer is deemed to have consented to that application.

25.3 **Equalisation Account:**

- (a) The Trustee may at any time establish an Equalisation Account of the Fund and may transfer to the credit of that account any forfeited benefits or any amounts from an income account in the Fund.
- (b) Any monies held in the Equalisation Account do not form part of any Member Account and any income derived by the Fund on the monies held in the Equalisation Account is to be credited to the Equalisation Account.
- (c) The Equalisation Account is to be used by the Trustee in accordance with any applicable investment strategy relating to reserves to stabilise the investment earnings of the Fund and to provide for such contingencies as the Trustees consider appropriate.
- (d) This Rule 25.3 is subject to the Superannuation Conditions.

Benefits charged with payments due to Employer

26.1 The following provisions are subject to the Superannuation Conditions and apply to the extent to which they are not inconsistent with it.

26.2 **Charge:**

Subject to the Superannuation Conditions, the benefit payable in respect of a Member is to be charged with the payment to the Principal Employer of that Member of -

- (a) all amounts owing by him or her to the Principal Employer;
- (b) any loss incurred by the Principal Employer in consequence of the Member's fraud, dishonesty or misconduct; and
- (c) the costs of all proceedings civil or criminal incurred by the Principal Employer in recovering any amount owing by him or her to the Principal Employer or in respect of the Member's fraud, dishonesty or misconduct.

26.3 Evidence:

A statement in writing signed by the Principal Employer or by the directors (if a company) or by two partners (if a firm) of that Employer stating the amount charged and requesting that the same be paid to the Principal Employer is sufficient authority to the Trustees to pay such amount to the Principal Employer.

26.4 Lien:

Despite any other provision contained in this Deed to the contrary, though subject to the Superannuation Conditions, the Trustees have at the date of payment of a benefit to a Member a lien over that benefit in respect of:-

- (a) all amounts owed by the Member to the Fund; and
- (b) any loss or expense incurred by the Trustees in consequence of the Member's fraud, dishonesty, misappropriation or other misconduct in respect of the Fund including the costs to the Trustees of recovering the same where the loss, expense or costs have been quantified and constituted a debt owing by the Member to the Trustees in their capacity as Trustees.

26.5 Certificate:

A certificate signed by the Trustees stating the amount of the lien over the Member's benefit claimed by the Trustees is prima facie evidence in the hands of the Trustees against all claimants of the amount owing to the Fund under the preceding sub-paragraph and is sufficient authority to the Trustees to retain in the Fund out of the amount of benefit to which the Member would otherwise be entitled the amount of such lien and the balance, if any, of the benefit which is not so retained in the Fund must be paid to or in respect of the Member.

Application of Benefits in Certain Cases

27.1 Member's insanity and other events:

This provision applies separately to vested and non-vested benefits and only if the Superannuation Conditions do not prohibit it. If a Beneficiary in the Trustee's opinion:-

- (a) who assigns or charges or attempts to assign or charge any benefit;
- (b) whose interest in any benefit, whether by the Member's or Beneficiary's own act, operation of law, an order of any Court or otherwise becomes payable to or vested in any other person, company, government or other public authority;
- (c) who is insolvent or who commits or has committed an act of bankruptcy;
- (d) who for any reason is unable personally to receive or enjoy the whole or any portion of a benefit or who, in the opinion of the Trustees is incapable of managing the person's affairs;
or
- (e) who in the opinion of the Trustees commits any fraud or is guilty of dishonesty or defalcation,

the Member ceases to be presently or presumptively entitled to his or her benefit or such part of that benefit as the Trustees in their absolute discretion determine provided however that this sub-paragraph only applies to the extent that it is not limited by or inoperative under the Act or the

Bankruptcy Act provided further that the Trustees will only recognise an assignment or charge of a benefit where it is acceptable under the Act.

27.2 Payments:

In any of the events mentioned in the preceding sub-paragraph and if the Superannuation Conditions do not prohibit it, the Trustees may pay to the Dependent of the Member:

- (a) the whole or such part of the benefit, or
- (b) any vested benefit

as the Trustees, in their absolute discretion, determine and may apply the balance of such benefits then remaining in the hands of the Trustees for the maintenance and support of such Member or Dependant as the Trustees in their absolute discretion may determine provided that any such payment or application by the Trustees for the maintenance and support of a Member while such Member continues to be employed is to be made only for the purposes of and in such circumstances as warrant the relief of hardship as may be permitted by the Superannuation Conditions. Any amounts not applied under this paragraph may be transferred to the Forfeited Benefits Account by the Trustees.

27.3 Discharge:

The payment or application of any monies pursuant to the preceding sub-paragraph is a complete discharge to the Trustees therefor.

Transfer of Benefits

28.1 Trustees to make arrangements with prior employer and Trustee:

- (a) Subject to the Superannuation Conditions the Trustees may at the request of an Employee or Member and with the consent of his or her Employer, if any, make such arrangements as they think proper with that previous Employer or the Trustee of any other superannuation fund or entity for the payment or transfer to the Fund of monies or assets and other rights and benefits of and arising in relation to the membership by such person in such other superannuation fund or entity.
- (b) The Trustees may make arrangements about any matter in relation to such payment or transfer which in their opinion is necessary and may also make such arrangements as are necessary to enable such Employee to be admitted to membership of the Fund, if that person is not a Member.
- (c) A payment or transfer may be made to the Trustees of a successor fund without the consent of the relevant Member if permitted by the SIS Act.

28.2 The Trustees must hold any monies or assets so paid or transferred to them from another superannuation fund according to the terms and conditions of this Deed subject to paragraph 21.2.

28.3 Application of transferred amounts:

On any such payment or transfer of monies or assets -

- (a) the amount of the entitlement of the Member concerned is to be credited to his or her Member Account in the manner resolved between the Member, the Trustees and the Trustees of the Fund from which the Member is transferring provided that any such monies or assets which represent a benefit which has vested in the Member is to be credited to his or her account as a vested benefit;
- (b) the amount which by the terms and rules of such other superannuation fund is required to be preserved is to be identified and held by the Trustees as a Preserved Portion under this Deed.
- (c) except to the extent required by the Superannuation Conditions, the money or assets so transferred must not be subject to preservation. Where the Fund holds benefits that were not the subject of preservation in a prior Fund then nothing in this Deed is to have the effect of preserving those benefits unless the Superannuation Conditions require it.

28.4 Application of benefits on Member leaving Fund:

The money and assets comprising any benefit payable to a Member on leaving the Fund may with the approval of such Member be paid or transferred to or invested in (as the case may be):-

- (a) another superannuation fund nominated by the Member of which such Member is or intends to become a Member and which satisfies the Superannuation Fund Conditions; or
- (b) an approved deposit fund nominated by the Member which satisfies the Approved Deposit Fund Conditions set out in the Superannuation Conditions; or
- (c) a deferred annuity nominated by the Member which does not pay benefits except in circumstances in which by the Superannuation Conditions or by this Deed benefits are payable to that person;
- (d) such other superannuation entity as the Superannuation Conditions permit.

The receipt of the Trustee of that other fund or scheme or the corporation issuing the policy is a complete discharge to the Trustees in respect of any money or assets so paid or transferred.

28.5 Application of preserved benefits:

The money and assets comprising any Preserved Portion of a benefit payable to a Member at a date after his or her leaving the Fund may be:

- (a) retained in the Fund; or
- (b) transferred to a superannuation entity provided that such transfer is not inconsistent with the Superannuation Conditions.

The receipt of the Trustees of that other fund or scheme or the corporation issuing the policy is a complete discharge to the Trustees in respect of any money or assets so paid or transferred.

Disclosure of Information

- 29. The Trustees must provide such information, reports or otherwise to such persons, superannuation entities or otherwise as may be necessary to comply with the Superannuation Conditions.

Notices

30. Notices may be given by the Trustees to Members and Dependents either personally or by sending the same by pre-paid letter posted to the address last known to the Trustees or the address last known to the Employer.

Principal and Associated Employers

31.1 Approval of Associated Employers:

Subject to the Superannuation Conditions the Trustees with the approval of the Principal Employer, if any, may permit any company, person or firm as an Associated Employer to contribute to the Fund. Unless inconsistent with the Superannuation Conditions, an Associated Employer is deemed to be bound by the Deed and the Rules on such payment of a contribution. The Trustees may require the Associated Employer to make application to join in a form approved by the Trustees.

31.2 Cessation:

Subject to the Superannuation Conditions an Employer ceases to be an Associated Employer on:-

- (a) The Employer ceasing to be an Employer of any Member; or
- (b) The Employer determining to cease contributing to the Fund; or
- (c) The Employer's becoming bankrupt or being placed into liquidation or receivership or ceasing to carry on a business.
- (d) The Employer giving written notice of ceasing to be an Associated Employer to the Trustees and to each Member who is employed by that Employer.
- (e) The Trustees giving written notice of cessation to the Associated Employer.

- 31.3 A Member who is an employee of an Employer that has ceased to be an Associated Employer does not by reason of that event cease to be a Member.

31.4 Appointment and cessation of Principal Employer:

- (a) Subject to the Superannuation Conditions, a Principal Employer of the Fund may cease to occupy that role by giving written notice to the Trustees of that fact and that cessation takes effect from the date that notice is so given.
- (b) Another entity may become the Principal Employer by written agreement of the Trustees and the Members with the consent of any then current Principal Employer.

Employers Rights Not Restricted

32.1 Employer's rights unaffected:

Nothing herein contained in any way restrict the rights of an Employer to determine the employment of a Member (or remove from office any director who is a Member) at any time and the fact that such Member is a Member is not to be taken as a guarantee of their employment, or continuance in office.

32.2 **Damages:**

The benefits to which a Member might claim to be entitled hereunder are to be disregarded in assessing damages in any action which may be instituted by such Member against the Employer in respect of their dismissal.

32.3 **Workers compensation:**

Nothing contained in this Deed is to affect the right of a Member or their Personal Representative or other person to claim damages or compensation at Common Law or under Workers' Compensation Acts or any other Statute in force governing compensation to a Member injured or dying from any accident arising out of and in the course of their employment with the Employer and any benefits payable hereunder are not to be reduced by reason of any payment that may be made in respect of such damages or compensation.

Winding up of Fund

33.1 **Winding up:**

Subject to the Superannuation Conditions and if so required, with the Trustees' consent, the Fund is to be wound up by the Trustees as at a date determined by them on the occurrence of any of the following events:-

- (a) if there are no assets of the Fund; or
- (b) if there are no Beneficiaries of the Fund and no Associated Employers and no Principal Employers; or
- (c) if in respect of each Associated Employer and Principal Employer, if any, an order is made or a resolution is passed for the winding up of such Employers and there are no Beneficiaries.
- (d) if the Trustees (with the consent of the Principal Employer, if any,) resolve to wind up the Fund.
- (e) if the Fund has a Principal Employer who is the only contributing employer and gives written notice requesting that the Fund be wound up to the Trustees and each Member.

33.2 **Priorities:**

Subject to the Superannuation Conditions and if so required, with the Trustees' approval, the assets of the Fund on its winding up are to be applied in the following order of priority and for the following purposes to the extent to which those assets will allow:-

- (a) firstly, in the payment of liabilities in respect of the administration and other costs associated with the winding-up proceedings;
- (b) secondly, in the discharge of all liabilities other than liabilities in respect of benefits payable to or in respect of Beneficiaries;
- (c) thirdly, in securing the minimum guaranteed benefits of Members;
- (d) fourthly, in securing for each Member the amounts standing to the credit of -

- (i) their Member Contribution Accounts;
 - (ii) the Vested Portion of their Employer Contribution Accounts; and
 - (iii) any Preserved Portion of their Member Accounts in excess of the amount secured under (i) and (ii) above; and
- (e) lastly, in the distribution of any remaining balance to such of the Beneficiaries, and to any of the Employers in such proportions as in the opinion of the Trustees is appropriate in the circumstances and in accordance with the Superannuation Conditions.

33.3 Subject to vesting and preservation:

Subject to the Superannuation Conditions and in so far as it is within the power of the Trustees to so do, in dealing with the benefit of any Member in a winding up of the Fund the Trustees must observe all the provisions of this Deed relating to the vesting, transfer, payment and preservation of benefits and must not act otherwise than as permitted by those provisions.

Complaints

34. Establishment of complaints procedure:

If required by the Superannuation Conditions, the Trustees will establish such reasonable procedures under which enquiries and complaints may be dealt with.

Schedule

The Rules

Interpretation

1.1 Matters covered by Rules:

These Rules relate to the following matters concerning the Fund:-

- (a) membership of the Fund;
- (b) the kinds of benefit provided by the Fund;
- (c) the circumstances of payment of benefits;

1.2 Superannuation Conditions:

These Rules are subject to the SIS Act.

Membership

2.1 Eligibility:

Any Eligible Person may make application in writing to the Trustees in a form approved by the Trustees from time to time to join the Fund however if a proposed Member is employed by a Principal Employer then the Principal Employer's consent to membership must be obtained by the Trustees before admission of a Member, subject to the Act and the Superannuation Conditions.

2.2 Trustees may refuse:

The Trustees may accept or refuse any application for membership in the Trustees absolute discretion and is not required to assign any reason for any refusal.

2.3 Trustees to give notice:

A person becomes a Member when the Trustees give notice in writing to that person that such application has been approved and accepted, however notice to the Members named in the reference schedule is not required.

2.4 Member bound by Deed:

A person upon becoming a Member is deemed to have consented to and to be bound by the provisions of the Deed and Rules.

2.5 Cessation of membership:

Subject to the Superannuation Conditions a person ceases to be a Member on the happening of the first of the following:-

- (a) death;
- (b) when the total of all amounts payable under this Deed and Rules in respect of the Member's membership has been paid;

- (c) when under this Deed and Rules any benefit payable to the Member or any person on the Member's account ceases to be payable; or
- (d) when the Trustees so resolve, subject however to the Superannuation Conditions and the SIS Act.

2.6 Minors:

- (a) A minor may be a Member of the fund subject to the Act;
- (b) the minor's parent or guardian must make the application for the minor to become a Member in a form approved by the Trustee;
- (c) decisions in relation to the minor's membership must be made by the minor's parent or guardian until the minor is 18 years or after the minor is 16 years provided that the parent or guardian notifies the fund that the minor will be making decisions in relation to the minor's membership;
- (d) when the minor is 18 years the minor becomes a director of the Trustee of the fund (or a Trustee) provided that the Trustee has done everything necessary to appoint the minor as a director of the Trustee (or as a Trustee).

Payment of Benefits

3.1 Compulsory Payment of Benefits

The following provisions are subject to the SIS Act and Regulation and any terms defined herein have the same meaning as in subdivision 6.3.1 of the Regulations to the SIS Act:

- (1) (i) Subject to subparagraph (3) (and to the extent, if any, that SIS Regulation 6.21(1A) applies after 1 July 2007), a Member's benefits in the Fund (other than the Member's post-65 employer-financed benefits) must be paid as soon as practicable after the occurrence of any of the following events:
 - (a) the Member:
 - (i) has attained age 65 but not age 75; and
 - (ii) is not gainfully employed to at least a part-time equivalent level;
 - (b) the Member:
 - (i) had, on 30 June 2004, reached age 75; and
 - (ii) has not, since 1 July 2004, continued to be gainfully employed for at least 30 hours a week;
 - (c) the Member has reached age 75, and the Member's 75th birthday occurs on or after 1 July 2004;
 - (d) the Member dies.
 - (ii) This provision 3.1(1)(i) applies on and from 1 July 2007. Subject to subparagraph (3) a member's benefits must be cashed as soon as practicable after the member dies.
- (1A) Subject to subparagraph (3) (and to the extent, if any, that SIS Regulation 6.21(1A) applies after 1 July 2007), a Member's post-65 employer-financed benefits in the Fund must be paid as soon as practicable after the occurrence of any of the following events:
- (a) where:
 - (i) the Member has reached age 65 but not age 75; and

- (ii) the Member is not gainfully employed to at least a part-time equivalent level; and
 - (iii) mandated employer contributions have ceased to be made, and are not liable to be made, in respect of the Member to:
 - (A) the fund; or
 - (B) another regulated superannuation fund; or
 - (C) an RSA; or
 - (D) an EPSSS;
 - (b) where:
 - (i) the Member has attained age 75; and
 - (ii) mandated employer contributions have ceased to be made, and are not liable to be made, in respect of the Member to:
 - (A) the fund; or
 - (B) another regulated superannuation fund; or
 - (C) an RSA; or
 - (D) an EPSSS;
 - (c) where the Member dies.
- (1B) During the period 10 May 2006 to 30 June 2007 a member's benefit (other than post-65 employer-financed benefits) are not required to be cashed in accordance with SIS Regulations 6.21(1)(a), 6.21(1)(b) or 6.21(1)(c); and a members post-65 employer financed benefits are not required to be cashed in accordance with SIS Regulations 6.21(1A) or 6.21(1A)(b).
- (1C) The cashing of a member's benefits (including the member's post-65 employer-financed benefits) by the Trustee during the period 10 May 2006 to 30 June 2007 is not a breach of SIS Regulation 6.21.
- (2) The form in which benefits may be paid under this paragraph is any one or more of the following forms:
- (a) in respect of each person to whom benefits are paid:
 - (i) a single lump sum; or
 - (ii) an interim lump sum (not exceeding the amount of the benefits ascertained at the date of an event mentioned in subparagraph (1) (or (1A) before 1 July 2007) and a final lump sum (not exceeding the balance of the benefits as finally ascertained in relation to the event).
 - (b) a pension or 2 or more pensions (one or more pensions post 30 June 2007);
 - (c) the purchase of an annuity or 2 or more annuities (one or more annuities after 30 June 2007).
- (2A) If a member dies on or after 1 July 2007, subparagraphs (2) (b) (i) and (ii) apply to an entitled recipient only if, at the time of the member's death, the entitled recipient:
- (a) is a dependant of the member; and
 - (b) in the case of a child of the member:
 - (i) is less than 18 years of age; or
 - (ii) being 18 or more years of age:
 - (A) is financially dependent on the member and less than 25 years of age; or
 - (B) has a disability of the kind described in subsection 8 (1) of the *Disability Services Act 1986*.

- (2B) If benefits in relation to a deceased member are being paid to a child of the deceased member in the form of a pension or annuity in accordance with SIS Regulation 6.21 (2A) (see paragraph 3.21(2A) of these rules), the benefits must be cashed as a lump sum on the earlier of
- (a) the day on which the annuity or pension is commuted, or the term of the annuity or pension expires (unless the benefit is rolled over to commence a new annuity or pension; and
 - (b) the day on which the child attains the age of 25; unless the child has a disability of the kind described in subsection 8(1) of the *Disability Services Act 1986* on the day that would otherwise be applicable under SIS Regulation 6.21 (2B)(a) or (b).
- (3) For the purposes of subparagraphs (1) (and (1A) before 1 July 2007), it is sufficient if, instead of being paid, the benefits are rolled over as soon as practicable for immediate cashing.
- (3A) Subject to SIS Regulations 6.22B, 7A.13, 7A.17 and 7A.18, a member's benefits must not be cashed in favour of a person other than a member or the member's legal personal representative:
- (a) unless:
 - (i) the member has died; and
 - (ii) the conditions of SIS Regulation 6.22 (2) or (3) are satisfied; or
 - (b) (post 30 June 2007) unless the conditions of SIS regulation 6.22(4) are satisfied.
- (3B) The conditions of SIS Regulation 6.22 are satisfied if the benefits are cashed in favour of either or both of the following:
- (a) the member's legal personal representative;
 - (b) one or more of the member's dependants.
- (3C) The conditions of SIS Regulation 6.2 are satisfied if:
- (a) the Trustee has received a release authority under section 292-410 of the *Income Tax Assessment Act 1997* in respect of the member; and
 - (b) the benefits are cashed in favour of the Commissioner of Taxation in accordance with the authority.
- (3D) A member's benefit may be cashed in favour of a person other than the member if:
- (a) the cashing is expressly permitted by the Regulator in a written approval for the purposes of Section 62(1)(b)(v) of the Act; and
 - (b) the benefits are cashed only to the extent of that approval.
- (4) Benefits that were post-65 employer-financed benefits in the source from which they were received continue to be post-65 employer-financed benefits in the fund.
- (5) Post-65 employer-financed benefits, in relation to a Member of a regulated superannuation fund as at a particular date, means the sum of:
- (a) the amount of the mandated employer contributions made to the fund in respect of the Member in respect of the period commencing when the Member reached age 65 and ending on that date; and
 - (b) the amount of the mandated employer contributions made to another regulated superannuation fund or to an EPSSS or an RSA in respect of the Member in respect

of that period, if the benefits arising in respect of those contributions were transferred or rolled over to the fund during that period; and

(c) the amount of the investment earnings on those amounts during that period; less the costs applicable to those amounts during that period.

(6) For the purpose of the above Rule, a person is gainfully employed at a part-time equivalent level if the person was gainfully employed for at least 240 hours during the financial year that ended on the last occurring 30 June

3.2 Payment on retirement or at age 65:

To the extent only permitted by the Act, the Member's benefit may be paid to a Member who has not reached the Member's preservation age if the Trustees so determine.

3.3 Payment of benefit by pension

(a) The benefit payable under this Rule 3 may, in the discretion of the Trustees, be paid by way of a pension in accordance with these rules, however, (subject to any permitted commutations by Members and beneficiaries to lump sums under rule 3.4) if the Trustee is not, at the time the benefit becomes payable, a constitutional corporation then payment of the benefit is subject to paragraph 3.2 of the Deed.

(b) Paragraph 3.2 of the Deed does not require the Trustees to commence a pension before providing a benefit in the form of a lump sum only if such lump sum may be paid instead of a pension in accordance with the Commissioner's rulings, determinations or opinions in relation to section 19 of the SIS Act.

3.4 Conditions of Commutation

Subject to the Act and to paragraph 3.2 of the Deed and despite any other provision of the Rules if so required by the Act, on the written application of a Member, Pensioner or Reversionary Beneficiary, the Trustees must commute to a lump sum benefit the whole or any part of a pension payable from the Fund to such person provided that:-

(a) the commutation of the pension is permitted by the Act;

(b) the amount of the commuted benefit including the value of any remaining pension payable is subject to the provisions of paragraph 24 of the Deed.

3.5 Payment of Lump Sum Benefit:

The Trustees may pay the amount of the lump sum benefit in respect of the pension being commuted under rule 3.4 to the Pensioner or the Reversionary Beneficiary who applied for the commutation but subject to paragraph 3.2 of the Deed and to any other applicable provisions of this Deed and to the Superannuation Conditions.

3.6 Adjustment of Pension following Commutation:

Following the commutation of a part of a pension under rule 3.4, the Trustees must reduce the total amount of the instalments of any pension payable to the Pensioner by such amount as the Trustees consider appropriate and subject to the Act and SIS Regulations.

Benefit Payable on Death

4.1 Benefit payable on death:

- (a) If a Member dies before payment or commencement of payment of a benefit under rule 3, the amount of the Member's Benefit will be held by the Trustees on trust, subject to this Rule 4 and the SIS Act, for the benefit of one or more of the Member's Dependants in the shares and proportions as the Trustees, in their absolute discretion, determine.
- (b) The Trustees will take account of any nomination of beneficiaries made by the Member, but will not be bound by it unless it is a binding nomination under paragraph 24 of the Deed and subject to that paragraph 24 and to the SIS Act, in the discretion of the Trustees, the benefit payable will be paid by lump sum or pension or a combination of both.

4.2 Payment to legal personal representative:

If the Trustees are unable to establish within 6 months after the Member's death, or such other period as may be permitted by the Act, that there are any Dependants, the Member's benefit will be paid to the Member's legal personal representative.

4.3 Payment other than to Dependant or legal personal representative:

If, after making inquiries that the Trustees regard as reasonable, the Trustees are unable to establish that there are any Dependants or a legal personal representative of the deceased Member, the Trustees may, if permitted by the Act, pay the benefit to a person or persons selected by the Trustees.

4.4 Forfeited benefits:

Subject to sub-rule 4.3, if a grant of probate or letters of administration is not made in respect of the estate of the Member within 3 years after the Member's death (or any longer period the Trustees determine), the benefit payable under this Deed will be treated as a forfeited benefit, and will be applied in the manner provided for in the Act or, in the absence of any provision, will be applied by the Trustees as a forfeited benefit.

- 4.5 Subject to the SIS Act the Member's benefit or any part of it as the Trustees determine, may be paid to a reserve account in the Fund.

Benefit Payable on Disablement

5.1. Benefit payable on total disablement:

Subject to the Act provisions of these rules, if, before a benefit is paid or commences to be paid under rule 3, the employment of an employer sponsored Member is terminated as a result of the Member being totally permanently disabled or if a non-employer sponsored Member becomes totally permanently disabled, the Member's Benefit will be paid to the Member or, if the Member is unable to manage his or her own affairs, to any of the Member's Dependants, and in any proportions as the Trustees, in their absolute discretion, determine.

5.2 Proceeds of temporary total disablement insurance policy:

Subject to the Superannuation Conditions and paragraph 24 of the Deed, if, before a benefit becomes payable under sub-rule 5.1, the proceeds of a temporary total disablement insurance policy on the life of the Member becomes payable, the proceeds of the policy will be paid to the Member or, if the Member is unable to manage his or her own affairs, to any of the Member's dependants, and in any proportions, as the Trustees, in their absolute discretion, determine. If the

SIS Act permits it and if the Trustees so determine part of the Member's benefit may be paid to a Member in accordance with the SIS Act and not otherwise.

6. **Benefit payable on dismissal**

If an employer sponsored Member is dismissed from the employment of the Principal Employer for misconduct involving fraud or dishonesty, the benefit payable to that Member, subject to the Act, will be the amount of the Member's contribution account (if any) plus the amount of the Member's vested Employer's contribution account (if any) plus any other vested benefit plus the additional part (if any) of the Employer's contribution account which the Trustees, in their absolute discretion, determine. Any preserved benefit will be paid on the terms and conditions set out in rule 8 in relation to that benefit.

7. **Benefit payable to an Employer Sponsored Member on termination of employment before retiring age:**

Subject to the Superannuation Conditions, if the employment by the employer of an employer sponsored Member is terminated before the retiring age otherwise than in the circumstances referred to in rules 4, 5 or 6:

- (a) the amount of the Member's contribution account; plus
- (b) that part (if any) of the amount of the Member's Employer's contribution determined by the Trustees; plus
- (c) such part (if any) of the amount of the Member's Employer's contribution account which the Trustees, in their absolute discretion, determine, (with the balance of that account to be applied as a forfeited benefit); plus
- (d) the amount of the Member's vested Employer's contribution account; plus
- (e) any other vested benefit not otherwise payable under this Deed, will, if the Member has attained the age prescribed on the Act as being the preservation age for that Member and is retiring from the workforce, be paid to the Member. If the Member has not attained the age prescribed in the Act as being the preservation age for that Member or, having attained that age, has not retired from the workforce, the Trustees will pay or commence to pay the Member only that part of the benefit payable which is not a preserved benefit.

8. **Payment of preserved benefit:**

Subject to the SIS Act, if any part of the benefit payable under rules 6 or 7 is a preserved benefit and if the Member has not attained the age prescribed in the Act as being the preservation age for that Member or, having attained that age, has not retired from the workforce, the Trustees will either:

- (a) retain the Member's preserved benefit in the fund and pay the benefit plus earnings on it to the Member after the Member retires from the workforce and attains the age prescribed by the Act as being the preservation age for that Member) and requests that the benefit be paid to him or her. The Trustees must pay or commence to pay the preserved benefit in accordance with the SIS Act;

- (b) if the Member requests that their preserved benefit be transferred to another superannuation fund or to an approved deposit fund, transfer the benefit in accordance with paragraph 28 of the Deed;
- (c) in its discretion, pay the preserved benefit to the Member by a non-commutable pension or annuity for the life of the Member; or
- (d) if the Member so requests, apply the preserved benefit to purchase a deferred annuity to be held by the Trustees until the Member attains the age prescribed in the SIS Act as being the preservation age for that Member; and
 - (i) under which the first annuity payment is not to be made until on or after the Member attains the age prescribed in the Act as being the preservation age for that Member provided that payment of the annuity instalments will commence no later than the attainment by the Member of the age of 65 years or in any other circumstances as are permitted by the Act; and
 - (ii) which cannot be surrendered or assigned (except to make a payment in accordance with paragraph 28 of the Deed) until the Member attains the age prescribed in the Act as being the preservation age for that Member; and
 - (iii) which cannot be mortgaged or encumbered in any manner.

Subject to the Act, if the amount of the Member's preserved benefit does not exceed the amount that is prescribed under the Act, it may be paid to the Member on termination of his or her employment and paragraphs (a), (b), (c) and (d) of this rule 8 will not apply to the benefit.

9. Deferment of payment of benefit

Subject to the Superannuation Conditions, the payment of any benefit payable under rules 6 or 7 which is not a preserved benefit or payable under rules 3.1 or 5.1 may, at the request of the Member and with the consent of the Trustees, be deferred until the Member requests payment of the benefit. However, the deferred benefit will be paid to the Member in accordance with rules 4 or 5 if the Member dies, or becomes permanently disabled, or attains age 65, or in accordance with rule 3, or in accordance with the requirements of the Act. Earnings of the fund will be allocated to the deferred benefit in accordance with these Rules, subject to the SIS Act.

10. Payment of benefits to minors

Subject to the Superannuation Conditions, where a person to whom benefits are payable is a minor, the Trustees may pay the benefit to any other person for application on behalf of that minor and the receipt of the person to whom the benefit is so paid will be a complete discharge to the Trustees in respect of that benefit.

11. Deduction of income tax

The Trustees may deduct from any benefit payable the amount of any tax that is calculated by the Trustee to be payable in respect of that benefit and will remit any amount deducted as may be required by law.

Mode of Payment of Benefits

12. Lump sum or pension

Benefits payable under rules 3, 5, 6 or 7 will be paid in a lump sum or by way of pension, in the discretion of the Trustee, unless any part of the benefit is required by the Act to be paid by way of lump sum or pension and subject to paragraph 3.2 of the Deed.

Pension Conditions

13.1 Trustee's discretion

Subject to rules 12 and 16, where a benefit is payable under rules 3, 5, 6 or 7 by way of pension, the Trustees will, in their absolute discretion, determine the amount of the pension and the manner in which and the period for which it is paid. The pension must be paid at least annually. The annual amount of the pension cannot be greater than any maximum nor less than any minimum amount stated in the Act. The pension must be paid on a basis that complies with the requirements of the Act.

13.2 Cessation of payments

When the Member's benefit is reduced to nil, the pension payable under these rules ceases to be payable and the person who was receiving the pension ceases to be entitled to any further benefits and, if a Member, ceases to be a Member.

13.3 Commutation of pension

Subject to the Act, the recipient of a pension under these rules may commute the whole or part of a pension to a lump sum payment, by applying in writing to the trustee. The commutation must comply with the requirements of the Act.

13.4 Benefit payable to spouse on death of Member

(a) If a Member to whom a pension is being paid and who is survived by a spouse dies, the Trustees may determine to pay to the spouse until the spouse's death or, until the Member's benefit is reduced to nil (if that occurs before the spouse's death) a pension of the amount as the deceased Member's spouse and the Trustees agree on from time to time or, if there is no agreement, of any amount and on terms and conditions as the Trustees determine. If however the pension has to be paid on some other basis for the fund to comply with the Act, it must be paid on that basis. The annual amount of the pension will not be greater than any maximum nor less than any minimum amount stated in the Act.

(b) A pension payable to a Member's spouse pursuant to this sub-rule 4 will commence on the date of the Member's death.

13.5 Payment to Member's dependants

(a) If a Member in receipt of a pension who does not have a spouse, or to whose spouse a pension is not paid under sub-rule 4 dies, or if a Member's spouse to whom a pension was payable under sub-rule 4 dies, the balance of the Member's benefit (if any) will be paid in a lump sum to such of the Member's Dependants as the Trustees, in their absolute discretion, determine.

(b) If payment of part or all of the benefit does not comply with the requirements of the Act, the proportion of the benefit that does not so comply will be treated as a forfeited benefit and will be applied in the manner stated in paragraph (d) of this rule.

- (c) If the Trustees are unable to establish within the time required by the SIS Act after the death of a Member or the Member's spouse (if a pension was being paid to the Member's spouse) that there are any Dependants, the benefit payable under this sub-rule 5 will be paid to the Member's or the Member's spouse's legal personal representative in the discretion of the Trustees. If a grant of probate or letters of administration in respect of the estate of the deceased Member or the deceased Member's spouse is not made within 3 years of his or her death (or any longer period as the Trustees determine as the SIS Act provides), the benefit payable under this rule will be treated as a forfeited benefit and applied in the manner stated in paragraph (d) of this rule, subject however to the SIS Act.
- (d) A forfeited benefit will be applied in the manner provided for in the Act or, if there is no provision, will be applied by the Trustees as a forfeited benefit.

13.6 **No assignment or encumbrance**

- (a) Pensions payable from the fund cannot be assigned or otherwise transferred by the person receiving the pension (except to the extent provided for in sub-rule 4) and cannot be mortgaged or encumbered in any manner.
- (b) Neither the capital value (if any) of any pension payable from the fund nor any income from it, may be used as a security for a borrowing.

13.7 **Annuities**

The Trustees may, in their absolute discretion (including where an old-age pension is required to be paid), provide pensions payable under these rules by applying a Member's benefit to the purchase of an annuity that meets the requirements of the Act.

13.8 **Imputation credits**

Subject to the Superannuation Conditions, the Trustees may, in their absolute discretion, debit amounts to the accounts of Members to whom current pensions are not being paid and credit corresponding amounts to the accounts of Members to whom current pensions are being paid to compensate the latter for not obtaining the benefit of dividend imputation credits on investments in the form of shares in companies.

14. **Benefit payable on the grounds of financial hardship**

Subject to the Superannuation Conditions, the Trustees may, in their absolute discretion, pay part or all of the Member's benefit to a Member who is not entitled to be paid a benefit under the balance of these rules, if the Trustees are satisfied that the Member would suffer financial hardship if part or the whole of his or her benefit is not paid to the Member. If the Act so requires, payment must first be approved by the Commissioner.

15. **Benefit payable in other circumstances**

The Trustees may, but only if consistent with the SIS Act as it applies to the Fund, pay part or all of a Member's benefit to a Member, or such other person as may be entitled to that benefit, despite these rules.

Complying Pensions

16.1 Interpretation:

- (a) The Trustees may by resolution determine to pay the following types of pensions and in accordance with the following provisions however they are subject to the Superannuation Conditions and to the SIS Act.
- (b) The Trustees are not bound to pay the pensions referred to in this rule however if they do so resolve then the Trustees must comply with the applicable provisions and those provisions apply despite the provisions of any other rule, unless the Trustees otherwise determine.
- (c) Where a provision of the following rules refers to “rules” and where these governing rules do not specify or do not sufficiently specify the matter to which the provision refers, the Trustees may, subject to the SIS Act, determine that matter by resolution, whether or not the matter refers to the size of the payments of a benefit in a year being fixed, variations to allow payments under a payment split, the amount of any reversionary benefit or determination as to who is entitled to a reversionary benefit or reversionary pension or the amount of same or anything else. Any such resolution of Trustees shall be deemed to be part of and included in these rules.
- (d) If the SIS Act prohibits the payment of a particular pension (for example, some defined benefit pensions cannot be paid in some circumstances by funds with less than 50 members) then the following provisions do not permit the payment of any such prohibited pension unless permitted by the SIS Act.
- (e) To the extent that the provisions in this rule are inconsistent with the SIS Act, they are varied and are deemed to be included in these rules. Subject to the SIS Act the Trustees may pay any other pension that is not prohibited by the SIS Act and the Superannuation Conditions.
- (f) In this Rule 16, paragraphs and subparagraphs may be referred to as regulations and subregulations.
- (g) The Trustees may declare in writing a rule specifying the terms of a pension paid in accordance with the SIS Regulations and such rule shall apply to that pension and the member’s consent must be obtained if required by the SIS Regulations.

16.2 Pensions:

- (1) A benefit may be paid as a pension if:
 - (a) it meets the standards of SIS Regulation 1.06(1)(9A) (see paragraph 16.2(9A) of these Rules; and
 - (b) in the case of rules to which paragraph (9A)(a) applies (see paragraph 16.2(9A)(a) of these Rules) — the rules also meet the standards of SIS Regulation 1.07D (see paragraph 16.3D of these Rules); and
 - (c) in the case to which Regulation 9A(b) applies – the rules also meet the standards of SIS Regulation 1.07B (see paragraph 16.3B of these Rules).

16.2 This provision 16.2 applies on and from 1 July 2007, subject to the SIS Regulations.

- (1A) A benefit that is commended to be paid before 20 September 2007 may be paid as a pension if:

- (a) it is provided under these rules in accordance with Regulation 1.06 (2), (4), (6), (7) or (8) (see paragraph 16.2(2), (4), (6), (7) and (8) of these Rules); and
 - (b) where the primary beneficiary became entitled to the benefit on or after 20 September 1998 under these rules that meets the provisions of subregulation (7), the commencement day is to be the day when the primary beneficiary became entitled to the pension; and;
 - (c) for a benefit that is provided under these rules that meet the provisions of Regulation 1.06 (4) — the rules also meet the standards of regulation 1.07A (see paragraph 16.3A of these Rules); and
 - (d) for a benefit that is provided under these rules that meet the provisions of Regulation 1.06 (2), (6) or (7) (see paragraphs 16.2(2) (6) and (7)) — the rules also meet the provisions of regulation 1.07B (see paragraph 16.3(B) of these Rules); and
 - (e) for a benefit that is provided under the rules that meet the provisions of Regulation 10.6 (8), and has a commencement day on or after 20 September 2004 — the rules also meet the provisions of regulation 1.07C (see paragraph 16.3C of these Rules).
- (1B) A benefit may be paid as a pension if it commenced to be paid on or after 20 September 2007 and:
- (a) the benefit meets the standards of:
 - (i) Regulation 1.06 (7) or (8) (see paragraph 16.2(7) and (8)); and
 - (ii) Regulation 1.06 (9A) (see paragraph 16.2 (9A)); and
 - (b) the benefit was purchased with a rollover superannuation benefit that resulted from the commutation of:
 - (i) an annuity provided under a contract that meets the standards of SIS Regulation 1.05 (2), (9) or (10); or
 - (ii) a pension provided under rules that meet the standards of SIS Regulation 1.06 (2), (7) or (8) (see paragraph 16.2 (2), (7) and (8)); or
 - (iii) a pension provided under terms and conditions that meet the standards of SIS Regulation 1.07 (3A) of the RSA Regulations; and
 - (c) for a benefit that arises under rules that meet the standards of Regulation 1.06 (7) — the rules also meets the standards of regulation 1.07B (see paragraph 16.2); and
 - (d) for a benefit that arises under rules that meet the standards of Regulation (8) — the rules also meets the standards of regulation 1.07C (see paragraph 16.3(C)).

Lifetime Pensions

- (2) This type of pension is called a lifetime pension:
 - (a) the pension must be paid at least annually throughout the life of the primary beneficiary in accordance with paragraphs (b) and (c) and, if there is a reversionary beneficiary:
 - (i) throughout the reversionary beneficiary's life; or

- (ii) if he or she is a child of the primary beneficiary or of a former reversionary beneficiary under the pension — at least until his or her 16th birthday; or
 - (iii) if the person referred to in subparagraph (ii) is a full-time student at age 16 — at least until the end of his or her full-time studies or until his or her 25th birthday (whichever occurs sooner); and
- (b) the size of payments of benefit in a year is fixed by the Trustees, allowing for variation only:
- (i) as the Trustee determines in its discretion; or
 - (ii) to allow commutation to pay a superannuation contributions surcharge; or
 - (iii) to allow an amount to be paid under a payment split and reasonable fees in respect of the payment split to be charged; and
- (c) unless the Regulator otherwise approves, the sum payable as benefit in each year to the primary beneficiary or to the reversionary beneficiary, as the case may be, is:
- (i) if CPI_c is not less than CPI_p — not less than SP_p ; or
 - (ii) if CPI_c is less than CPI_p — not less than:

$$\frac{CPI_c}{CPI_p} \times SP_p$$

where:

CPI_c means the quarterly CPI first published by the Australian Statistician for the second-last quarter before the day on which payment is to be made.

CPI_p means the quarterly CPI first published by the Australian Statistician for the same quarter in the immediately preceding year.

SP_p means the sum payable in the immediately preceding year; and

- (d) the pension does not have a residual capital value; and
- (e) the pension cannot be commuted except:
 - (i) if the pension is not funded from the commutation of:
 - (A) an annuity that meets the standards of subregulation 1.05(2), (3), (9) or (10) of the SIS Regulations; or
 - (B) another pension that meets the standards of this subregulation or subregulation (3), (7) or (8); or
 - (C) a pension that meets the standards of subregulation 1.07(3A) of the RSA Regulations

and the commutation is made within 6 months after the commencement day of the pension; or

- (ii) if the commutation is made to the benefit of a reversionary beneficiary on the death of the primary beneficiary — within one of the following periods after the commencement day of the pension:
 - (A) if the primary beneficiary's life expectancy on the commencement day, rounded up to the next whole number, is a period less than 20 years — that period;

- (B) in any other case — 20 years; or
 - (iii) if the Superannuation lump sum resulting from the commutation is transferred directly for the purpose of purchasing another benefit provided under:
 - (A) rules that meet the provisions of this subregulation or subregulation (3), (7) or (8); or
 - (B) a contract that meets the provisions of subregulation 1.05 (2), (3), (9) or (10) of the SIS Regulations; or
 - (C) terms and conditions that meet the standards of subregulation 1.07(3A) of the RSA Regulations; or
 - (iv) to pay a superannuation contributions surcharge; or
 - (v) to give effect to an entitlement of a non-member spouse under a payment split; or
 - (vi) to pay an amount to give effect to a release authority under S292-415 or S292-80C of the Tax Act (1997), in respect of the primary beneficiary; and
 - (f) if the pension reverts or is commuted, it does not have a reversionary component greater than 100% of the benefit that was payable before the reversion or the commutation; and
 - (g) the pension is not able to be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary; and
 - (h) the capital value of the pension and the income from it, cannot be used as security for a borrowing.
- (3) For the purpose of determining whether rules meet the provisions in subregulation (2), it is immaterial that:
- (a) if the primary beneficiary dies within the period used for subparagraph (2) (e) (ii), a surviving reversionary beneficiary may obtain a payment equal to the total payments that the primary beneficiary would have received, if the primary beneficiary had not died, from the day of the death until the end of the period; and
 - (b) if the primary beneficiary dies within the period used for subparagraph (2) (e) (ii) and there is no surviving reversionary beneficiary, an amount, not exceeding the difference between the sum of the amounts paid to the primary beneficiary and the sum of the amounts that would have been so payable in the period, is payable to the primary beneficiary's estate; and
 - (c) if the primary beneficiary dies within the period used for subparagraph (2) (e) (ii) and there is a surviving reversionary beneficiary who also dies within that period, there is payable to the reversionary beneficiary's estate an amount determined as described in paragraph (b) as if that paragraph applied to the reversionary beneficiary.

Allocated Pensions

- (4) (a) This type of pension is called an allocated pension:
 - (b) the size of payment of benefits in a year is not fixed;
 - (c) the provisions of paragraphs 16.2 (2) (g) and (h) are met; and
 - (d) payments must be made at least annually; and
 - (e) for a pension that has a commencement day on and after 22 December 1992 and before 1 January 2006 — the payments in a year (excluding payments by way of commutation

but including payments made under a payment split) are not larger or smaller in total than, respectively, the maximum and minimum limits calculated in accordance with Schedule 1A of the SIS Regulations; and

- (f) for a pension that has a commencement day on or after 1 January 2006 – the payments in a year (excluding payments by way of commutation but including payments made under a payment split) are not larger or smaller in total than the following:
 - (i) for payments made during the period starting on 1 January 2006 and ending on 30 June 2006 – the respective maximum and minimum limits for the year calculated in accordance with 1 of the following Schedules:
 - (A) Schedule 1A;
 - (B) Schedule 1AAB;
 - (ii) for payments made on or after 1 July 2006 – the respective maximum and minimum limits for the year calculated in accordance with Schedule 1AAB.
- (5) For the purpose of determining whether rules meet the provisions of subregulation (4), it is immaterial that:
 - (a)
 - (i) the commencement day of the pension occurs on or after 1 June in a financial year; and
 - (ii) these rules do not provide for the payment of an amount in that financial year that meets the standard for the minimum amount in that subregulation; or
 - (b) these rules do not ensure that the payments in the year in which the pension is to end meet the standard for the minimum amount in that subregulation.

Defined Pensions

- (6)
 - (a) This type of pension is called a defined pension:
 - (b) the size of the payments of benefit in a year is fixed, allowing for variation only as specified in the rules or to allow payments to be made under a payment split; and
 - (c) the commencement day is on or after 1 July 1994;
 - (d) the provisions of paragraphs 16.2 (2) (f), (g) and (h) must be met; and
 - (e) except in relation to payments, by way of commutation for superannuation contributions surcharge, variation in payments from year to year does not exceed, in any year, the average rate of increase of the CPI in the preceding 3 years; and
 - (f) payments in accordance with the contracted size are to be made at least annually; and
 - (g) the pension can be commuted — except if conversion is in relation to a commutation to pay a superannuation contributions surcharge, the conversion to a lump sum is limited to a sum that is not greater than the sum determined by applying the appropriate pension valuation factor under Schedule 1B of the SIS Regulations to the pension as if the commencement day were the day on which the commutation occurs.

Life Expectancy Pensions:

- (7) This type of pension is called a life expectancy pension:
- (a) for a pension that has a commencement day before 20 September 2004:
 - (i) if the life expectancy of the primary beneficiary on the commencement day is less than 15 years — the pension is to be paid at least annually to the primary beneficiary or to a reversionary beneficiary throughout a period equal to the primary beneficiary's life expectancy on the commencement day, rounded up, at the primary beneficiary's option, to the next whole number if the primary beneficiary's life expectancy does not consist of a whole number of years; or
 - (ii) if the life expectancy of the primary beneficiary on the commencement day is 15 years or more — the pension is to be paid at least annually to the primary beneficiary or to a reversionary beneficiary throughout a period that is not less than 15 years but not more than the primary beneficiary's life expectancy on the commencement day, rounded up, at the primary beneficiary's option, to the next whole number if the primary beneficiary's life expectancy does not consist of a whole number of years; and
 - (b) for a pension that has a commencement day on or after 20 September 2004:
 - (i) the pension is to be paid at least annually to the primary beneficiary or to a reversionary beneficiary throughout a period equal to the primary beneficiary's life expectancy on the commencement day, rounded up to the next whole number if the primary beneficiary's life expectancy does not consist of a whole number of years; or
 - (ii) the pension is to be paid at least annually to the primary beneficiary or to a reversionary beneficiary throughout a period equal to the primary beneficiary's life expectancy mentioned in subparagraph (i) calculated, at the option of the primary beneficiary, as if the primary beneficiary were up to 5 years younger on the commencement day; or
 - (iia) if the pension has a commencement day on or after 1 January 2006 – the pension is paid at least annually to the primary beneficiary or reversionary beneficiary throughout a period that is not less than the period available under subparagraph 16.2 (7)(b)(ii), and not more than the greater of the following periods:
 - (A) the maximum period available under subparagraph 16.2 (7)(b)(ii);
 - (B) the period of years equal to the number that is the difference between the age attained by the primary beneficiary at his or her most recent birthday before the commencement day, and 100; or
 - (iii) if:
 - (A) the pension is a pension that reverts to a surviving spouse on the death of the primary beneficiary; and
 - (B) the life expectancy of the primary beneficiary's spouse is greater than the life expectancy of the primary beneficiary; and
 - (C) the primary beneficiary has not chosen to make an arrangement mentioned in subparagraph (i), (ii) or (iia) for the pension;

the pension is paid at least annually to the primary beneficiary or to a reversionary beneficiary throughout a period equal to:

- (D) the life expectancy of the spouse on the commencement day; or
- (E) the life expectancy of the spouse calculated, at the option of the primary beneficiary, as if the spouse were up to 5 years younger on the commencement day;
- (F) if the pension has a commencement day on or after 1 January 2006 – a period not less than the period available under sub-subparagraph 16.2 (7)(b)(iii)(D), and not more than the greater of the following periods:
 - (I) the maximum period available under sub-subparagraph 16.2 (7)(b)(iii)(E);
 - (II) the period of years equal to the number that is the difference between the age attained by the spouse at his or her most recent birthday before the commencement day, and 100;

at the option of the primary beneficiary, and rounded up to the next whole number if the life expectancy of the spouse does not consist of a whole number of years; and

- (c) the total amount of the payment, or payments, to be made in the first year after the commencement day (not taking commuted amounts into account) is fixed and that payment, or the first of those payments, relates to the period commencing on the day the primary beneficiary became entitled to the pension; and
- (d) the total amount of the payments to be made in a year other than the first year after the commencement day (not taking commuted amounts into account) does not fall below the total amount of the payments made in the immediately preceding year (the *previous total*), and does not exceed the previous total:
 - (i) if CPI_c is less than or equal to 4% — by more than 5% of the previous total; or
 - (ii) if CPI_c is more than 4% — by more than $CPI_c + 1\%$;

where:

CPI_c is the change (if any), expressed as a percentage, determined by comparing the quarterly CPI first published by the Australian Statistician for the second-last quarter before the day on which the first of those payments is to be made and the quarterly CPI first published by the Australian Statistician for the same quarter in the immediately preceding year;

and

- (e) the total amount of the payments to be made in a year in accordance with paragraph (c) or (d) may be varied only:
 - (i) to allow commutation to pay a superannuation contributions surcharge; or
 - (ii) to allow an amount to be paid under a payment split and reasonable fees in respect of the payment split to be charged; and
- (f) the pension does not have a residual capital value; and
- (g) the pension cannot be commuted except:
 - (i) if the pension is not funded from the commutation of:
 - (A) an annuity that meets the standards of subregulation 1.05(2), (3), (9) or (10) of the SIS Regulations; or

- (B) a pension that meets the standards of this subregulation or subregulation (2), (3) or (8); or
 - (C) a pension that meets the standards of subregulation 1.07(3A) of the RSA Regulations;
- and the commutation is made within 6 months after the commencement day of the pension; or
- (ii) subject to subparagraph (iv), by payment, on the death of the primary beneficiary, to the benefit of a reversionary beneficiary or, if there is no reversionary beneficiary, to the estate of the primary beneficiary; or
 - (iii) subject to subparagraph (iv), by payment, on the death of a reversionary beneficiary, to the benefit of another reversionary beneficiary, or, if there is no other reversionary beneficiary, to the estate of the reversionary beneficiary; or
 - (iv) for subparagraphs (ii) and (iii), if the primary beneficiary has opted, under subparagraph (b) (iii), for a period worked out in relation to the life expectancy of the primary beneficiary's spouse — the pension cannot be commuted until the death of both the primary beneficiary and the spouse; or
 - (v) if the Superannuation lump sum resulting from the commutation is transferred directly to the purchase of another benefit that is:
 - (A) an annuity provided under a contract that meets the provisions of subregulation (2), (3) (9) or (10); or
 - (B) a pension that is provided under rules that meet the provisions of subregulation 16.2 (2), (3) or (8) or this subregulation; or
 - (C) a pension that is provided under terms and conditions that meet the provisions of subregulation 1.07 (3A) of the RSA Regulations; or
 - (vi) to pay a superannuation contributions surcharge; or
 - (vii) to give effect to an entitlement of a non-member spouse under a payment split; or
 - (viii) to pay an amount to give effect to a release authority under S292-415 or S292-80C of the Tax Act (1997), in respect of the primary beneficiary; and
 - (h) if the pension reverts, it does not have a reversionary component greater than 100% of the benefit that was payable before the reversion; and
 - (i) if the pension is commuted, the commuted amount cannot exceed the benefit that was payable immediately before the commutation; and
 - (j) the pension cannot be transferred to a person except:
 - (i) on the death of the primary beneficiary, to a reversionary beneficiary or, if there is no reversionary beneficiary, to the estate of the primary beneficiary; or
 - (ii) on the death of a reversionary beneficiary, to another reversionary beneficiary or, if there is no other reversionary beneficiary, to the estate of the reversionary beneficiary; and
 - (k) the capital value of the pension, and the income from it, cannot be used as security for a borrowing.

Market Linked Pensions

- (8) (a) This type of pension is called a market linked pension:
- (i) it is to be paid at least annually to the primary beneficiary or to a reversionary beneficiary throughout a period equal to the primary beneficiary's life expectancy on the commencement day of the pension, rounded up to the next whole number if the primary beneficiary's life expectancy does not consist of a whole number of years; or
 - (ii) it is to be paid at least annually to the primary beneficiary or to a reversionary beneficiary throughout a period equal to the primary beneficiary's life expectancy mentioned in subparagraph (i) calculated, at the option of the primary beneficiary, as if the primary beneficiary were up to 5 years younger on the commencement day; or
 - (iia) if the pension has a commencement day on or after 1 January 2006 – the pension is paid at least annually to the primary beneficiary or reversionary beneficiary throughout a period that is not less than the period available under subparagraph 16.2 (8)(a)(i), and not more than the greater of the following periods:
 - (A) the maximum period available under subparagraph 16.2 (8)(a)(ii);
 - (B) the period of years equal to the number that is the difference between the age attained by the primary beneficiary at his or her most recent birthday before the commencement day, and 100; or
 - (iii) if:
 - (A) the pension reverts to a surviving spouse on the death of the primary beneficiary; and
 - (B) the life expectancy of the primary beneficiary's spouse is greater than the life expectancy of the primary beneficiary; and
 - (C) the primary beneficiary has not chosen to make an arrangement mentioned in subparagraph (i), (ii) or (iia) for the pension;the pension is to be paid at least annually to the primary beneficiary or to a reversionary beneficiary throughout a period equal to:
 - (D) the life expectancy of the spouse on the commencement day; or
 - (E) the life expectancy of the spouse calculated, at the option of the primary beneficiary, as if the spouse were up to 5 years younger on the commencement day;
 - (F) if the pension has a commencement day on or after 1 January 2006 – a period not less than the period available under sub-subparagraph 16.2 (8)(a)(iii)(D), and not more than the greater of the following periods:
 - (I) the maximum period available under sub-subparagraph 16.2 (8)(a)(iii)(E);
 - (II) the period of years equal to the number that is the difference between the age attained by the spouse at his or her most recent birthday before the commencement day, and 100;at the option of the primary beneficiary, and rounded up to the next whole number if the life expectancy of the spouse does not consist of a whole number of years; and

- (b) the total amount of the payments to be made in a year (excluding payments by way of commutation but including payments made under a payment split) is determined in accordance with Schedule 6 of the SIS Regulations; and
- (c) the market linked pension does not have a residual capital value; and
- (d) the market linked pension cannot be commuted except:
 - (i) if the pension:
 - (A) is not funded from the commutation of:
 - (I) an annuity that is provided under a contract that meets the standards of subregulation 1.05 (2), (3), (9) or (10) of the SIS Regulations; or
 - (II) another pension that is provided under rules that meet the standards of this subregulation, or subregulation 16.2 (2), (3) or (7); or
 - (III) another pension that is provided under terms and conditions that meet the standards of subregulation 1.07 (3A) of the RSA Regulations; and
 - (B) the commutation is made within 6 months after the commencement day of the pension; or
 - (ii) subject to subparagraph (iii), on the death of the primary beneficiary or reversionary beneficiary, by payment of:
 - (A) a lump sum or a new pension to one or more dependants of either the primary beneficiary or reversionary beneficiary; or
 - (B) a lump sum to the legal personal representative of either the primary beneficiary or reversionary beneficiary; or
 - (C) if, after making reasonable enquiries, the provider of the pension is unable to find a person mentioned in sub-subparagraph (A) or (B) — a lump sum to another individual; or
 - (iii) for subparagraph (ii), if the primary beneficiary has opted, under subparagraph (a) (iii), for a period worked out in relation to the life expectancy of the primary beneficiary's spouse — the market linked pension cannot be commuted until the death of both the primary beneficiary and the spouse; or
 - (iv) if the Superannuation lump sum resulting from the commutation is transferred directly to the purchase of another benefit that is:
 - (A) an annuity provided under a contract that meets the standards of subregulation 1.05 (2), (3), (9) or (10) of the SIS Regulations; or
 - (B) a pension that is provided under rules that meet the standards of this subregulation, or subregulation 16.2 (2), (3) or (7); or
 - (C) a pension that is provided under terms and conditions that meet the standards of subregulation 1.07 (3A) of the RSA Regulations; or
 - (v) to pay a superannuation contributions surcharge; or
 - (vi) to give effect to an entitlement of a non-member spouse under a payment split; or
 - (vii) to pay an amount to give effect to a release authority under S292-415 or S292-80C of the Tax Act (1997), in respect of the primary beneficiary; and

- (e) if the market linked pension reverts — it does not have a reversionary component greater than 100% of the account balance immediately before the reversion; and
 - (f) if the market linked pension is commuted — the commutation amount cannot exceed the account balance immediately before the commutation; and
 - (g) the market linked pension can be transferred only:
 - (i) on the death of the primary beneficiary:
 - (A) to 1 of the Dependants of the primary beneficiary; or
 - (B) to the legal personal representative of the primary beneficiary; or
 - (ii) on the death of the reversionary beneficiary:
 - (A) to 1 of the Dependants of the reversionary beneficiary; or
 - (B) to the legal personal representative of the reversionary beneficiary; and
 - (h) the capital value of the market linked pension, and the income from it, cannot be used as security for a borrowing.
- (9) Rules mentioned in subregulation (8) of regulation 1.06 are not prevented from meeting the standards of that subregulation by reason only that the rules provide that, if the commencement day of the pension is on or after 1 June in a financial year, no payment is required to be made for that financial year.

Simple Super Pensions – with effect from 1 July 2007

- (9A) Rules for the provision of a benefit (*the pension*) meet the standards of this subregulation if the rules ensure that payment of the pension is made at least annually, and also ensure that:
- (a) for a pension in relation to which there is an account balance attributable to the beneficiary — the total of payments in any year (including under a splitting order) is at least the amount calculated under clause 1 of Schedule 7 of the SIS Regulations; and
 - (b) for a pension that is not described in paragraph (a):
 - (i) both of the following apply:
 - (A) the rules; and
 - (B) the total of payments in any year (including under a splitting order) is at least the amount calculated under clause 2 of Schedule 7 of the SIS Regulation; or
 - (ii) each of the following applies:
 - (A) the pension is payable throughout the life or for a fixed term of years that is no greater than the difference between the beneficiary's age on the commencement day and the age of 100;
 - (B) there is no arrangement for an amount (or percentage of the purchase price) to be returned to the recipient when the payment of the pension ends;
 - (C) the total payments from the pension in the first year (including under a payment split) is at least the amount calculated under clause 2 of Schedule 7;
 - (D) the total of payments from the pension in a subsequent year cannot vary from the total of payments in the previous year unless the variation is as a result of an indexation arrangement or the transfer of the pension to another person;
 - (E) if the pension is commuted, the commutation amount cannot exceed the benefit that was payable immediately before the commutation; or

- (iii) the rules meet the standards of regulation 1.06(2); and
 - (c) the pension is transferable to another person only on the death of the beneficiary (primary or reversionary, as the case may be); and
 - (d) the capital value of the pension and the income from it cannot be used as a security for a borrowing.
- (9B) Rules for the provision of a benefit do not meet the standards of any of regulations 1.06(2) to (9A) if, in relation to the death of the beneficiary on or after 1 July 2007, the pension is transferred to a person who would not be eligible to be paid a benefit in the form of a pension under subregulation 6.21 (2A).
- (10) Despite subregulation 9 of the *Income Tax Regulations 1936*, for a pension that has a commencement day on or after 20 September 2004 and on or before 31 December 2004, one of the following life tables are to be used in ascertaining the life expectancy of a person under this regulation:
- (a) the most recently published Australian Life Tables;
 - (b) the *1995-97 Australian Life Tables*.
- (11) In this regulation:
- indexation arrangement***, in relation to a pension, means an arrangement specified in the rules for the provision of the pension that:
- (a) either:
 - (i) results in the total amount of pension payments in each year increasing by the same percentage factor; or
 - (ii) results in the total amount of pension payments in each year being adjusted in line with movements in:
 - (A) the Consumer Price Index; or
 - (B) an index of average weekly earnings published by the Australian Statistician; and
 - (b) ensures that, unless APRA otherwise approves, an adjustment is made at least annually to the amount of the pension payments.

Non-Commutable pensions

- (12) (a) This type of pension is called a non-commutable pension:
- (i) it meets the standards of regulation 1.06 (2), (7) or (8) (see paragraph 16.2(2), (7) and (8) of these Rules); and
 - (ii) if the pension is commuted under paragraph 1.06 (2)(e)(i), (7)(g)(i) or (8)(d)(i) (see paragraphs 16.2(e)(i), (7)(g)(i) and (8)(d)(i) of these Rules), the resulting Superannuation lump sum cannot be cashed unless:
 - (A) the purpose of the commutation is to cash an unrestricted non-preserved benefit; or
 - (B) before commutation, the pensioner has satisfied a condition of release in respect of which the cashing restriction for preserved benefits and restricted preserved benefits is “Nil”.

Non-Commutable allocated pensions

- (b) This type of pension is called a non-commutable allocated pension where:
- (i) the provisions of regulation 1.06 (4) are met (see paragraph 16.2(4) of these Rules); and
 - (ii) if the pension is commuted, the resulting Superannuation lump sum cannot be cashed unless:
 - (A) the purpose of the commutation is:
 - (I) to cash an unrestricted non-preserved benefit; or
 - (II) to pay a superannuation contributions surcharge; or
 - (III) to give effect to an entitlement of a non-member spouse under a payment split; or
 - (IV) to ensure that a payment may be made to give effect to a release authority under S292-14 or S292-80C Tax Act (1997); or
 - (B) before commutation, the pensioner has satisfied a condition of release in respect of which the cashing restriction for preserved benefits and restricted preserved benefits is “Nil”.

16.2B Transition to Retirement Income Streams

This is a pension the rules of which:

- (i) are rules
 - (A) to which regulation 1.06 (9A) applies (see paragraph 16.2(9A) of these Rules); and
 - (B) that meet the standards of regulation 1.06 (9A); and
- (ii) allow total payments (including payments under a payment split) made in any financial year to amount to no more than 10% of the pension account balance.
 - (A) on 1 July in the financial year in which the payment is made; or
 - (B) if that year is the year in which the pension commences – on the commencement day; and
- (iii) comply with paragraph (b) of the definition of *non-commutable allocated pension* (see paragraph 16.12(b) of these Rules), as if it were such a pension.

16.3 Periods when beneficiary may not receive benefits

A benefit is not taken not to meet the provisions of 16.2 of these rules by reason only that payments of benefit to the beneficiary have been properly suspended during a period when the beneficiary is the holder of a paid public office.

16.3A Commutation of allocated annuities and pensions

- (1) This regulation applies in relation to the rules in paragraph 16.2 (1) (c) for a benefit (in this regulation called the *pension*).

- (2) The pension cannot be commuted, in whole or in part, unless:
- (a) the commutation results from the death of an annuitant or pensioner or a reversionary annuitant or reversionary pensioner; or
 - (b) the sole purpose of the commutation is:
 - (i) to pay a superannuation contributions surcharge; or
 - (ii) to give effect to an entitlement of a non-member spouse under a payment split; or
 - (iii) to meet the rights of a client to return a financial product under Division 5 of Part 7.9 of the *Corporations Act 2001*; or
 - (c) the pension has paid, in the financial year in which the commutation is to take place, at least the minimum amount under subregulation (3).
- (3) For paragraph (2) (c), the minimum amount is calculated using the formula:

$$\text{Minimum annual amount} \times \frac{\text{Days in payment period}}{\text{Days in financial year}}$$

where:

Days in payment period means the number of days in the period that:

- (a) begins on:
 - (i) if the annuity or pension commenced in the financial year in which the commutation is to take place — the commencement day; or
 - (ii) otherwise — 1 July in that financial year; and
- (b) ends on the day on which the commutation is to take place.

Days in financial year means the number of days in the financial year in which the commutation is to take place (365 or 366).

Minimum annual amount for the financial year means:

- (a) for an annuity mentioned in paragraph (1) (b) — the minimum limit worked out in accordance with clause 2 of Schedule 1A or 1AAB of the SIS Regulations as the case may be as if the annuity account balance was the amount of the annuity account that is allocated by the annuity provider to make payments whose size is not fixed, in accordance with subparagraph 1.05 (8) (c) (ii) of the SIS Regulations; and
- (b) otherwise — the minimum limit worked out in accordance with clause 2 of Schedule 1A or 1AAB as the case may be of the SIS Regulations;

rounded to the nearest 10 whole dollars.

16.3B Commutation of other annuities and pensions

- (1) This regulation applies subject to the SIS Regulations in relation to the rules mentioned in paragraph 16.2 (1) (d) for a benefit (in this regulation called the ***pension***).
- (1A) This regulation applies, subject to the SIS Regulation from 1 July 2007 in relation to rules of a superannuation fund mentioned in regulation 1.06 (1) (c) (see paragraph 16.2(1)(c) of these rules) or paragraph 1.06 (1A) (d) for a benefit (in this regulation called the ***pension***).

- (2) For this regulation, other than for subregulation (5), the **payment year** for an annuity or pension means the period of 12 months that begins on the day after:
- (a) the commencement day; or
 - (b) the anniversary of the commencement day.
- (3) The pension cannot be commuted, in whole or in part, unless:
- (a) the commutation results from the death of an annuitant or pensioner or a reversionary annuitant or reversionary pensioner; or
 - (b) the sole purpose of the commutation is:
 - (i) to pay a superannuation contributions surcharge; or
 - (ii) to give effect to an entitlement of a non-member spouse under a payment split; or
 - (iii) to meet the rights of a client to return a financial product under Division 5 of Part 7.9 of the *Corporations Act 2001*; or
 - (c) the annuity or pension has paid, in the payment year in which the commutation is to take place, at least the minimum amount under subregulation (4).
- (4) For paragraph (3) (c), the minimum amount is calculated using the formula:

$$\text{Minimum annual amount} \times \frac{\text{Days in payment period}}{\text{Days in payment year}}$$

where:

Days in payment period means:

- (a) the number of days in the period that:
 - (i) begins on:
 - (A) the day after the anniversary of the commencement day that occurs before the day on which the commutation is to take place; or
 - (B) if the annuity or pension commenced on the day before the start of the payment year in which the commutation is to take place — the day after the commencement day; and
 - (ii) ends on the day on which the commutation is to take place; or
- (b) if subregulation (5) applies — 1 day.

Days in payment year means the number of days in the payment year in which the commutation is to take place (365 or 366).

Minimum annual amount means:

- (a) for an annuity mentioned in paragraph (1) (b) — the minimum amount that the annuity would pay as fixed-size payments in the payment year if the annuity were not commuted; and
- (b) otherwise — the minimum amount that the annuity or pension would pay in the payment year if the annuity or pension were not commuted.

- (5) If the commencement day for an annuity or a pension is the day on which the commutation of the annuity or pension is to take place:
 - (a) the payment year is taken to commence on the commencement day and end on the day before the anniversary of the commencement day; and
 - (b) there is taken to be 1 day in the payment period.
- (6) If, to calculate the minimum annual amount, it is necessary to use a future unknown value of the CPI, that value is taken to be equal to the CPI for the last known quarter.

16.3C Commutation of market linked income stream

- (1) This regulation applies in relation to the following:
 - (a) a contract mentioned in paragraph 1.05 (1) (g) of the SIS Regulations for a market linked annuity;
 - (b) rules mentioned in paragraph 16.2 (1) (e) for a market linked pension.
- (2) The pension cannot be commuted, in whole or in part, unless:
 - (a) the commutation results from the death of an annuitant or pensioner or a reversionary annuitant or reversionary pensioner; or
 - (b) the sole purpose of the commutation is:
 - (i) to pay a superannuation contributions surcharge; or
 - (ii) to give effect to an entitlement of a non-member spouse under a payment split; or
 - (iii) to meet the rights of a client to return a financial product under Division 5 of Part 7.9 of the *Corporations Act 2001*; or
 - (ba) for a commutation in part – the account balance of the annuity or pension, immediately after the commutation in part, would be equal to or would exceed the total payment amount calculated in accordance with Schedule 6 of the SIS Regulations, as reduced by the amount of income payments already made in the financial year in which the commutation in part would occur; or
 - (c) the annuity or pension has paid, in the financial year in which the commutation is to take place, at least the minimum amount under subregulation (3).
- (3) For paragraph (2) (c), the minimum amount is calculated using the formula:

$$\text{annual amount} \times \frac{\text{Days in payment period}}{\text{Days in financial year}}$$

where:

annual amount for the financial year means the amount worked out in accordance with Schedule 6 for the annuity or pension, rounded to the nearest 10 whole dollars.

days in payment period means the number of days in the period that:

- (a) starts on:
 - (i) if the annuity or pension commenced in the financial year in which the commutation is to take place — the commencement day; or
 - (ii) in any other case — 1 July in that financial year; and

(b) ends at the end of the day on which the commutation is to take place.

days in financial year means the number of days in the financial year in which the commutation is to take place.

16.3D Commutation of superannuation income stream

- (1) For regulation 1.06 (1) (b) (see paragraph 16.2 of these Rules), a benefit meets the standards of this regulation if, under the applicable rules, the pension cannot be commuted, in whole or in part, except in the following circumstances:
- (a) the commutation results from the death of the annuitant or pensioner or a reversionary annuitant or reversionary pensioner; or
 - (b) the sole purpose of the commutation is:
 - (i) to pay a superannuation contributions surcharge; or
 - (ii) to give effect to an entitlement of a non-member spouse under a payment split; or
 - (iii) to meet the rights of a client to return a financial product under Division 5 of Part 7.9 of the *Corporations Act 2001*; or
 - (c) for a commutation in part — the account balance of the pension, immediately after the commutation, is equal to or greater than the minimum payment amount calculated in accordance with Schedule 7 of the SIS Regulations, as reduced by the amount of income payments, if any, already made in the financial year in which the commutation occurs; or
 - (d) the pension has paid, in the financial year in which the commutation takes place, at least the minimum amount prescribed by subregulation (2) (see paragraph 16.3D(2) below).
- (2) For paragraph (1) (d), the minimum amount is the amount calculated using the formula:

$$\text{Minimum annual amount} \times \frac{\text{Days in payment period}}{\text{Days in financial year}}$$

where:

Days in payment period means the number of days in the period that:

- (a) begins on:
 - (i) if the pension commenced in the financial year in which the commutation is to take place — the commencement day; or
 - (ii) otherwise — 1 July in that financial year; and
- (b) ends on the day on which the commutation is to take place.

Days in financial year means the number of days in the financial year (365 or 366) in which the commutation takes place.

Minimum annual amount means the minimum amount payable under the annuity or pension, in the financial year, calculated in accordance with Schedule 7.

17. Pension Reserves

Subject to the Act, where it considers it appropriate the Trustee may:

- (a) obtain the advice of an actuary regarding the amount of pension payments, any variation to the amount of those payments, commutations, the establishment, monitoring or treatment of pension reserves in accordance with this Rule 17, or any other relevant matter;

- (b) establish pension reserves in relation to the funding of pension obligations relating to particular beneficiaries;
- (c) where a pension benefit liability to which a pension reserve relates no longer exists, or the amount of the pension reserve exceeds the expected liability, arrange for any assets or excess assets in the pension reserve to be applied in any manner whatsoever that the Trustee considers fair and reasonable, including for the general purposes of the Fund, but having special regard to the interests of the beneficiary to whom the pension benefit related and that Beneficiary's dependants.

18. Death benefits:

- (a) This Rule applies if the terms of a particular pension do not provide for the consequences for payment of the pension on the death of the pension recipient.
- (b) Where this Rule applies, then unless the Trustee otherwise determines and subject to the Act, if any amount is payable in respect of the pension recipient on the pension recipient's death, it will be dealt with in accordance with any binding nomination or if there is no binding nomination, as the Trustees determine.

Provision of defined benefit pensions

19.1 In this rule 19:

Defined benefit pension means a pension under section 10 of the SIS Act, other than:

- (a) a pension wholly determined by reference to policies of life assurance purchased or obtained by the Trustee of a regulated superannuation fund solely for the purposes of providing benefits to Members of that fund; or
- (b) an allocated pension; or
- (c) a market linked pension.

19.2 The fund may provide a defined benefit pension only:

- (a) to a person:
 - (i) who, on 11 May 2004, was a Member of the fund; and
 - (ii) who, before 31 December 2005:
 - (A) retires (within the meaning of subregulation 6.01 (7) of the SIS Regulations) on or after attaining age 55; or
 - (B) attains age 65; and
 - (iii) who, after 11 May 2004 and before 31 December 2005, becomes entitled to be paid a defined benefit pension pursuant to these rules; and
- (b) if the first pension payment is made within 12 months after the day when the person became entitled to the pension,

unless the SIS Act otherwise permits the payment of a defined pension (for example under SIS Regulation 9.04F).

Deduction for detrimental payments after Member's Death

20. For the purposes of Section 279D of the Tax Act, if a Member dies and a benefit is paid as a consequence, the Trustees may do all such things and make such allowances or payments as may be necessary or desirable to give to the recipient of that benefit, the benefit of any deduction permitted under the Section.

REFERENCE SCHEDULE

Date of this Deed:-

Prior Governing Rules Dated:-

Amending Power (Clause number):- Clause 8

Name of Fund:-

SHOOKS SUPERANNUATION FUND

Parties:-

(a) Trustee(s):-

Lance SHOOKS

12 Herschell Circuit
Flynn ACT 2615

Christina SHOOKS

12 Herschell Circuit
Flynn ACT 2615

(b) Member(s):-

Lance SHOOKS

12 Herschell Circuit
Flynn ACT 2615

Christina SHOOKS

12 Herschell Circuit
Flynn ACT 2615

(c) Principal Employer (if any):-

Parties Who Have

Power to Amend:- Trustees With the consent of Principal Employer, if any.

Executed as a deed on the date appearing in the Reference Schedule.

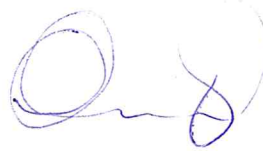
Signed Sealed and Delivered by
Lance SHOOKS
in their capacity as Trustee in the presence of:



Signed Sealed and Delivered by
Christina SHOOKS
in their capacity as Trustee in the presence of:



Signed Sealed and Delivered by
Lance SHOOKS
in their capacity as Member in the presence of:



Signed Sealed and Delivered by
Christina SHOOKS
in their capacity as Member in the presence of:



Minutes of Meeting of Trustees of

SHOOKS SUPERANNUATION FUND

Held At: 12 Herschell Circuit, Flynn ACT 2615

On: 1 July 2007

Chairperson: Lance SHOOKS

Present: Lance SHOOKS
Christina SHOOKS

Resolved: That the operative provision of the prior governing rules of the fund be deleted and that the rules of the fund be amended as provided in the Deed of Amendment tabled at the meeting, subject to the signatures of the Members.

Confirmation: Signed by the Chairperson or Sole Director as and for a true and accurate record.

Chairperson:  Date

Schedule A

The new terms for the Trust Deed for the
SHOOKS SUPERANNUATION FUND
as updated by a Deed of Variation dated 13 February 2006

Superannuation Trust Deed for a Self- Managed Fund

for

SHOOKS SUPERANNUATION FUND

Gorrell Long Robertson
Efon House
PO Box 3875
Weston ACT 2611
Tel: 0262872655
Fax:
rebekah@gorrellong.com.au

Maddocks
Level 7
140 William Street
Melbourne VIC 3000
Tel: 03 9288 0555
Fax: 03 9288 0666
geoff.musgrove@maddocks.com.au
www.maddocks.com.au

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Overview

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

If you decide to change the form of the fund from a fund whose trustees are the members of the fund to a fund whose trustee is a corporation of which the members of the fund are the only directors, you will have to use the Cleardocs system to create a replacement deed that incorporates the necessary clauses for the new form of fund.

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

A The fund

The fund

- 1 The SHOOKS SUPERANNUATION FUND is a self-managed superannuation fund under the *Superannuation Industry (Supervision) Act 1993* (Cth). It is an indefinitely continuing superannuation fund.

Purpose of the fund

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

Trustees of the fund

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

Method of decision by trustees under this deed

- 4 The trustees may only make decisions under this deed:
- by written resolution of all trustees;
 - by the majority of the trustees (or a greater number required by superannuation law) in a meeting convened under this deed; or
 - by a person authorised by the trustees in one of those ways to act on their behalf.

Meetings of trustees

- 5 Any trustee may call a meeting of trustees by providing 7 days' written notice to each of the other trustees at their address listed in Schedule 1 (or to any other address of a trustee if that trustee has informed each of the other trustees of the other address). The following rules apply to any such meeting:
- unless agreed to by all the trustees, the meeting may only be within business hours;
 - a trustee may attend the meeting by phone;
 - a quorum for the meeting will be all the trustees, and if all the trustees are not in attendance within 15 minutes after the scheduled time the meeting will be adjourned for 5 business days, to be held at the same time of day (**adjourned meeting**);
 - at the adjourned meeting, the quorum of trustees will be those trustees in attendance;
 - at any meeting, if the trustees are unable to reach a decision unanimously or by

majority then decisions will be made by poll, with each trustee having the number of votes equal to the nearest dollar figure (rounded up) representing the value of the benefits of the member whom that trustee represents.

Decisions by employer under this deed

6 An employer that is a company may only make decisions under this deed either:

- by resolution of its directors in accordance with its constitution; or
- by a person authorised by the directors by resolution in accordance with the employer's constitution to act on their behalf.

An employer that is more than one individual may only make decisions under this deed by a majority.

Deed subject to superannuation law

7 This deed is to be interpreted so as to comply with superannuation law. In particular, it is to be construed so that the fund it establishes qualifies as a self managed fund under superannuation law and qualifies for concessional tax treatment under the *Tax Act*. To the extent that anything in this deed is inconsistent with superannuation law, it is to be severed from the deed. Any obligation imposed by superannuation law in respect of the fund established by this deed that is not expressed in this deed is nonetheless to be regarded as incorporated in it by reference.

Trustee must comply with law

8 The trustee must not do or fail to do anything as trustee of the fund that would result in either of the following:

- a breach of law, including superannuation law; or
- the fund ceasing to qualify as a self managed fund under superannuation law or to qualify for concessional tax treatment under the *Tax Act*.

B Membership

Members of the fund

9 The membership of the fund is comprised of the members listed in Schedule 1, less any persons who cease to be members, plus any persons admitted as members in accordance with this deed.

Trustee may appoint additional members

10 The trustee may appoint a person as an additional member of the fund if he or she has completed and signed an Application to become a Member in a form that is equivalent to the form for initial members set out in Schedule 2, or on another form approved by the trustee.

The additional member must consent to becoming a trustee of the fund upon appointment unless the additional member is unable to become a trustee under superannuation law.

Applicant to provide information to trustee

- 11 On written request by the trustee, a member or applicant for membership of the fund must supply the trustee with information that the trustee thinks necessary for any purpose. This extends to submitting to a medical examination by a doctor who is acceptable to the trustee.
- 12 If a member fails to do so, the trustee may refuse to accept further contributions in respect of that member.
- 13 If an applicant fails to do so, the trustee may decline to accept the applicant as a member.

Conditions must be met

- 14 Subject to clause 29, the trustee must not accept a person as an additional member of the fund unless each of the following conditions is met:
- the total number of members would be no more than 4;
 - the person is not disqualified from being a trustee of the fund;
 - the person is not in an employment relationship with another member of the fund except another member who is also a relative of that person;
 - the trustee is satisfied that the person will become a trustee of the fund on being accepted as a member of the fund.

Effect of becoming member

- 15 An additional member becomes bound by this deed as if he or she were an initial party to this deed.

Date of commencement of membership of additional member

- 16 An additional member's membership commences on the date the trustee specifies when accepting the person as a member. If no date is specified, the additional member's membership commences on the date the trustee received his or her application.

Date of additional member's commencement as trustee

- 17 An additional member becomes trustee of the fund on the date his or her membership commences.

Back-dating of membership

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

Conditions on membership

- 19 The trustee may impose any conditions the trustee thinks fit on the membership of an additional member and the additional member's rights and duties. The trustee may remove or vary any condition at any time.

Trustee must notify new member

- 20 As soon as practicable after a person becomes a member of the fund (and not later than three months after the person becomes a member), the trustee must ensure that the member is given a product disclosure statement (in the form set out in Schedule 6, updated as required) which the superannuation law requires to be given to new members of the fund.

Trustee must disclose and report

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

Trustee must notify exiting member

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

Limit on disclosure

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

Members must inform trustee of change affecting fund compliance

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

Members and trustee must ensure fund compliance

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

Trustee and members must rectify non-compliance

26 If a member of the fund enters into an employment relationship with another member who is not also a relative of the member, or becomes disqualified from being a trustee of the fund, the trustee and the members must do whatever is necessary to ensure that, within 6 months after the member entered into the employment relationship or became disqualified:

- no member of the fund is in an employment relationship with another member who is not also a relative of the member; and
- no member of the fund is disqualified from being a trustee or of the fund.

Types of compliance arrangement

27 The types of things that may be done to ensure compliance include each of the following:

- a member may request the member's benefits or entitlement in the fund to be paid in accordance with this deed or to be transferred or rolled over to an approved benefit arrangement under clause 152.
- the trustee may transfer a member's benefits or entitlement in the fund to an eligible roll over fund under clause 152.

Ceasing to be a member

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

- the person dies.
- the person ceases to be a trustee of the fund.
- when payment of all the member's benefits is made to the member or to an approved benefit arrangement for the member.
- when benefits payable to or for the member cease to be payable.

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

Minor as a member

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

- the minor's parent or guardian must make the application for the minor to become a member in the form set out in Schedule 5 or in the form otherwise approved by the trustee;
- decisions in relation to the minor's membership must be made by the minor's parent or guardian until:
 - the minor turns 18; or
 - after the minor turns 16, provided that the parent or guardian notifies the fund that the minor will be making decisions in relation to the minor's membership.

- when the minor turns 18, the minor becomes a trustee of the fund.

C Accounts of the fund

Trustee must establish certain types of account

- 30 The trustee must establish at least 2 types of account:
- Accumulation Accounts in respect of each member or beneficiary for each class; and
 - an Income Account.

Credits to accumulation accounts

- 31 The trustee must credit (and in the case of clause 31.11, allot and credit) each of the following to the accumulation account of a member according to the class to which they are relevant:
- 31.1 Contributions made by a member.
 - 31.2 Contributions made in respect of the member or a beneficiary of that member by an employer.
 - 31.3 Other contributions allowed under this deed and superannuation law that are made in respect of the member.
 - 31.4 Positive earnings transferred from the income account.
 - 31.5 A shortfall component paid in respect of that member after any tax that is payable in relation to it has been deducted from it.
 - 31.6 An amount paid to the trustee as a transfer or roll over payment in respect of that member which the trustee thinks it appropriate to credit to the account.
 - 31.7 A forfeited amount allocated to the member or beneficiary under clause 130.
 - 31.8 An amount transferred from the Pension Account of a beneficiary of the member.
 - 31.9 The proceeds of an annuity or insurance policy effected by the trustee in respect of the member or a beneficiary of the member which the trustee thinks it appropriate to credit to the account.
 - 31.10 Financial assistance under section 23 of the *Superannuation Industry (Supervision) Act 1993* which the trustee thinks it appropriate to credit to the account.
 - 31.11 An amount deducted from the accumulation account of another member pursuant to a contributions-split request made by that other member and accepted by the trustee.
 - 31.12 Any other amount the trustee thinks it appropriate to credit to the account.

Debits to accumulation accounts

- 32 The trustee must debit each of the following from the accumulation account of a member according to the class to which they are relevant:

- 32.1 The proportion that the trustee thinks appropriate of the expenses of the fund.
- 32.2 The proportion that the trustee thinks appropriate of either of the following:
 - tax payable in respect of contributions or any shortfall component that are paid to the fund; or
 - any earnings of the fund credited to the accumulation account or arising as a result of a roll over payment.
- 32.3 A payment of a benefit to or in respect of the member or a beneficiary of the member except a payment from a pension account.
- 32.4 An amount paid out of the fund in respect of the member or a beneficiary of the member as a transfer or roll over payment.
- 32.5 The cost of any annuity or policy of insurance effected by the trustee in respect of the member or a beneficiary of the member; and the proportion that the trustee thinks equitable of any group policy effected by the trustee in respect of the member or beneficiary and another member or beneficiary.
- 32.6 The amount of a lien in respect of an indemnity exercised by the trustee in accordance with this deed.
- 32.7 An amount forfeited in accordance with this deed.
- 32.8 The proportion that the trustee thinks appropriate of any negative earnings of the fund determined in accordance with this deed.
- 32.9 An amount paid to indemnify the trustee in accordance with this deed.
- 32.10 An amount credited to the pension account of a beneficiary.
- 32.11 The proportion that the trustee thinks appropriate of a levy.
- 32.12 The amount of tax attributable to the member or a beneficiary of the member.
- 32.13 An amount to be allotted and credited to the accumulation account of another member pursuant to a contributions-split request made by the member whose accumulation account is to be debited and accepted by the trustee.
- 32.14 Any other amount the trustee thinks it appropriate to debit.

Contributions-split requests

Note: laws on contributions-splits are due to commence on, and apply to contributions made on or after, 1 January 2006. Maddocks recommends that you seek professional advice before splitting any contributions.

- 33 A member may ask the trustee (in a way that satisfies the requirements of superannuation law) that contributions made to the fund in respect of that member in the previous financial year be:
 - 33.1 allotted to the accumulation account of that member's spouse; or
 - 33.2 rolled-over or transferred to the trustee of an approved benefit arrangement of which that member's spouse has joined or is eligible to join.
- 34 The trustee must allot, roll-over or transfer the relevant contributions pursuant to a request received under the previous clause provided:
 - The request satisfies the requirements of superannuation law.

- The trustee is satisfied that the allotment, roll-over or transfer complies with superannuation law; and
- The amount of the contributions that the trustee allots, rolls-over or transfers does not exceed the amount in the member's accumulation account, taking into account any amount that the trustee otherwise determines to debit from the member's accumulation account.

Credits to the income account

- 35 The trustee must credit each of the following to the income account of the fund:
- 35.1 Income and profits of the fund.
 - 35.2 Adjustment credits made in accordance with clause 38.
 - 35.3 The proceeds of an insurance policy which the trustee decides not to credit to a member's or beneficiary's accumulation or pension account.
 - 35.4 A surplus resulting from a valuation under clause 42.
 - 35.5 Financial assistance received by the fund under section 23 of the Superannuation Industry (Supervision) Act 1993 which the trustee decides not to credit to a member's or beneficiary's accumulation or pension account.

Debits to the income account

- 36 The trustee must debit each of the following to the income account of the fund:
- 36.1 The expenses of the fund, except those the trustee debits from a member's or beneficiary's accumulation or pension account.
 - 36.2 Tax payable or likely to become payable in respect of contributions, shortfall components, or income and profits of the fund, except tax the trustee debits from a member's or beneficiary's accumulation or pension account.
 - 36.3 Adjustment debits made in accordance with clause 38.
 - 36.4 The cost of an insurance policy which the trustee decides not to debit from a member's or beneficiary's accumulation or pension account.
 - 36.5 A deficiency resulting from a valuation under clause 42.
 - 36.6 The amount of a levy, except an amount the trustee debits from a member's or beneficiary's accumulation or pension account.
 - 36.7 Any loss on the disposal of an investment of the fund.

Tax on income

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

Distribution from income account

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

Trustee may establish equalisation account

39 The trustee may establish an equalisation account which the trustee may use for any of the following purposes:

- 39.1 To give effect to the reserving strategy the trustee establishes to smooth the investment earnings of the fund.
- 39.2 To increase the fund earning rate.
- 39.3 To pay tax payable by the fund.
- 39.4 To pay the expenses of the fund.
- 39.5 To provide for any contingencies the trustee decides to provide for.
- 39.6 To provide an amount to or for a member, former member, pensioner, beneficiary, including adding to an accumulation or pension account, provided there is no breach of superannuation law.
- 39.7 To do anything else the trustee decides to do, provided there is no breach of trust or superannuation law.

Credits to equalisation account

40 The trustee may credit the equalisation account with any of the following:

- the portion the trustee thinks fit of an amount paid into the fund as a transfer or roll over payment.
- an amount transferred from the forfeiture account under clause 130.
- an amount transferred from a pension account under clause 88.

Trustee may establish or maintain other accounts or reserves

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

Valuation of fund

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

Interim fund earning rate

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

D Contributions

Member contributions

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

Employer contributions

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

Other contributions

- 46 With the consent of the trustee and the member, any other person including:
- a spouse of that member;
 - another member; or
 - another trustee of a regulated superannuation fund (including pursuant to a contributions-split requested by the member's spouse);
 - any State, Territory or Federal government (including under the Federal government's co-contribution scheme).
- may make contributions to the fund in respect of that member.

Participating employers

- 47 The trustee may allow an employer to become a participating employer and to make contributions in respect of a member or an eligible person who wishes to become a member. The trustee may require the employer to apply in the form in Schedule 3 'Application to become a Participating Employer'. The employer becomes a participating employer on the date it begins making contributions on behalf of a member.

How contributions to be made

- 48 A contribution to the fund must be made in the way the trustee directs. It must be made within the time specified by superannuation law. It may be made in cash, or by the transfer of assets in accordance with superannuation law. The only assets that may be transferred are those that are authorised investments under clause 60.

Interest on contributions

49 The trustee may require the employer to pay interest on an employer contribution which is in arrears. The trustee may also require either the employer or the member (whichever is appropriate) to pay interest on a member contribution which is in arrears. Interest will be payable at a rate decided on by the trustee.

Failure to contribute

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

Contributions etc not accepted

51 The trustee must not accept any of the following:

- a contribution that is not permitted by superannuation law;
- a contribution or shortfall component the acceptance of which would prevent the fund from qualifying as a Complying Superannuation Fund;
- an employer contribution or shortfall component which the Regulator lawfully directs the trustee not to accept.

Breach of previous clause

52 If the trustee becomes aware that a contribution or shortfall component has been accepted in breach of the previous clause, the trustee must refund the amount within any time specified by superannuation law. However, the trustee may deduct each of the following from that amount:

- any amount which an insurer may have charged in respect of any extra cover provided on the basis of the contribution or shortfall charge;
- reasonable administration charges.

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

Allocation of contributions

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

- within 28 days after the end of the month; or
- if it is not reasonably practicable to allocate the contribution to the relevant member of the fund within 28 days after the end of the month – within such longer period as is reasonable in the circumstances.

Reduction of contributions by employer

- 54 An employer who is under an obligation to make contributions in respect of a member may, with the trustee's consent, reduce the amount of those contributions to the extent that it becomes required to make contributions in respect of that member to another fund of which the member is also a member.

Tax on contributions and shortfall components

- 55 Either the trustee or the employer or other appropriate body must deduct any tax that is payable in relation to any contribution or shortfall component before it is credited to the member's accumulation account.

Surcharge

- 56 The trustee must make provision for any surcharge or other amount that is payable under the *Superannuation Contributions Tax (Assessment and Collection) Act 1997* and related legislation, and must deduct the amount from the relevant contributions.

Termination of employer's contributions

- 57 A participating employer ceases being a participating employer and may cease making contributions to the fund if any of the following occurs to the employer:
- a deed of appointment is executed under which the employer is placed in receivership or under official management;
 - a resolution of its members is passed for it to be liquidated or a court order places it in liquidation;
 - the employer gives the trustee written notice that it is permanently terminating its contributions to the fund.

Effect of termination on member's contributions

- 58 A member whose participating employer has ceased to make contributions under this deed under the previous clause may not make any contributions without the trustee's consent.

No termination on transfer of business to another employer

- 59 If a participating employer amalgamates with another participating employer or disposes of its business to another participating employer, members who were employees of the former participating employer are deemed to have become employees of the latter participating employer, which may then make contributions in respect of them.

E Investment

Authorised investments

- 60 The trustee must invest any assets of the fund that are not required for payment of benefits or other amounts under this deed. The trustee must do so in accordance with the current investment strategy or strategies. The following are the types of investment in which the assets may be invested:
- 60.1 Investments in which it is permissible to invest trust funds under the law of any jurisdiction in Australia.
 - 60.2 Securities in any company incorporated anywhere, whether carrying on business in Australia or not.
 - 60.3 Deposit (whether secured or not) with a bank, friendly society, building society, credit co-operative, trustee company, or other registered financial institution.
 - 60.4 Real or personal property, including an improvement to that property.
 - 60.5 Units (including sub-units) in a unit trust established or situated anywhere in the world) by subscription or purchase (including joint subscription or purchase). Whether the units are fully paid or partly paid, and whether their issue involves a contingent or reserve liability is irrelevant.
 - 60.6 Futures, options or any other synthetic investment.
 - 60.7 Hedging, swapping or any similar arrangement, even though it is not linked to any property of the fund.
 - 60.8 Deposit (whether secured or not) with, or loan (whether secured or not) to, any person (including an employer) on any terms the trustee thinks reasonable. The fact that the trustee has a direct or indirect interest in the deposit or borrowing or may benefit directly or indirectly from it is irrelevant.
 - 60.9 A policy or annuity with an insurer, whether by proposal or purchase.
 - 60.10 Any other investment allowed by superannuation law that the trustee thinks appropriate.

Forbidden investments

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

Strategy

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

Power to deal with investments

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

Investment choice by members

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

Member or beneficiary may choose strategy

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

Member or beneficiary may not choose particular investments within strategy

66 A member or beneficiary who has directed the trustee to invest any part of the fund that is held for that person in accordance with those strategies may not direct the trustee to invest in any particular investment. However, the member or beneficiary may request the trustee to develop an investment specific strategy and to make it available to that member or beneficiary. The trustee may accept or reject the request.

Chosen strategies to be monitored

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

Sub-accounts etc for investment choice

68 If a member adopts a strategy for investment choice, the trustee must do each of the following:

- 68.1 Establish a sub-account of the income account in respect of that strategy.
- 68.2 Credit and debit that sub-account in relation to any amount attributable to that strategy as if it were the income account itself.
- 68.3 Allocate earnings attributable to that strategy to the member's or beneficiary's accumulation account in a way that the trustee thinks equitable.
- 68.4 Determine a fund earning rate for that sub-account.

Power to deal with investment choice investments

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

F Benefits: general

Limit on payment of preserved payment benefits

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

When payment of preserved payment benefits allowed

- 71 The trustee may pay a member or a dependant of a member a preserved payment benefit in any of the following circumstances:
- 71.1 The member retires from gainful employment on or after reaching the relevant preservation age.
 - 71.2 The member becomes totally and permanently disabled.
 - 71.3 The member becomes totally and temporarily disabled.
 - 71.4 The member dies.
 - 71.5 Any other circumstance allowed by superannuation law.

Member must inform trustee if ceases gainful employment after 65

- 72 A member must immediately inform the trustee when:
- 72.1 he or she ceases gainful employment to a part time equivalent level after reaching 65; and
 - 72.2 he or she reaches age 75.

Payment of non-preserved amount

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

Vesting and compulsory payment

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

Possible addition to entitlement when member ceases to be member

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

Anti-detriment payments (section 279D of the *Income Tax Assessment Act 1936*)

- 76 Where the trustee is to make a payment because a member has died (a **death benefit**), the trustee may pass on to the recipient of that payment any benefit that would accrue to the fund if a deduction were allowed under section 279D of the *Income Tax Assessment Act 1936*.

Trustee may retain benefit in fund

- 77 If a member or beneficiary requests it, the trustee may retain any part of a benefit in the fund. The trustee may do so until one of the following occurs:

- 77.1 The member or beneficiary decides otherwise.
- 77.2 The member or beneficiary dies.
- 77.3 The amount has to be paid under this deed or superannuation law.
- 77.4 The trustee decides otherwise.

The payment the trustee then makes must be the amount standing to the credit of the member's or beneficiary's accumulation account at that time.

Transfer of insurance policy

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

Information to be provided to trustee

- 79 On written request by the trustee, an applicant, member or beneficiary must supply the trustee with information that the trustee thinks necessary for any purpose. This extends to submitting to a medical examination by a doctor who is acceptable to the trustee.

If an applicant, member or beneficiary fails to do so, the trustee may suspend collection of contributions in respect of that person, may withhold benefits from that person, and may impose conditions on the person, as the trustee thinks fit.

Trustee may adjust benefits for wrong information

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

G Pensions: general

Trustee's power to pay pension

81 When any part of a benefit becomes payable to a member under this deed or in accordance with superannuation law, the trustee has a discretion to decide whether to pay one or more pensions to the member or to use the benefit payable to acquire one or more annuities in the name of the member. The pensions or annuities will be in substitution for the relevant part of any lump sum benefit that was payable to the member for the amounts credited to the member's pension account as a transfer of a roll over payment under clause 87.2.

Actuarial certificate

82 The trustee must obtain an actuarial certificate in accordance with superannuation law in relation to any pension that the trustee decides to pay, unless either section 273A or section 283 (or any other provision) of the *Income Tax Assessment Act 1936* (Cth) provides otherwise in which case the trustee has a discretion as to whether to obtain an actuarial certificate.

Funding pension through annuity

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

Trustee may allocate benefit between two or more spouses

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

Member or beneficiary may choose type of pension

85 The relevant member or beneficiary may choose the type of pension that is to be paid from the following types of pension:

- Allocated pension;
- Market linked pension;
- Transition to retirement pension;
- Any other type that is allowed by superannuation law or is acceptable to the Regulator, provided that the pension is paid in accordance with the requirements stipulated by superannuation law, including a pension wholly determined by reference to policies of life assurance purchased or obtained by the trustee of a regulated superannuation fund solely for the purposes of providing benefits to members of that fund.

Trustee must establish pension account

86 If the trustee decides to pay a pension to a person in accordance with this deed, the trustee must establish a pension account in the name of that person.

Credits to pension account

- 87 The trustee must credit each of the following amounts to the person's pension account:
- 87.1 The amount the trustee believes necessary to fund the pension.
 - 87.2 The amount paid into the fund in respect of the pensioner as a transfer or roll over payment which the trustee thinks it appropriate to credit to that account.
 - 87.3 Earnings of the fund which the trustee thinks it appropriate to credit to that account.
 - 87.4 A shortfall component paid in respect of the pensioner.
 - 87.5 Contributions lawfully paid in respect of the relevant member.
 - 87.6 Adjustment credits made in accordance with clause 38.
 - 87.7 The proceeds of an annuity or insurance policy effected by the trustee in respect of the pensioner which the trustee thinks it appropriate to credit to the account.
 - 87.8 Financial assistance under section 23 of the *Superannuation Industry (Supervision) Act 1993* which the trustee thinks it appropriate to credit to the account.
 - 87.9 Any other amount the trustee thinks it appropriate to credit to the account.

Debits to pension account

- 88 The trustee must debit each of the following amounts to the person's pension account:
- 88.1 The proportion that the trustee thinks appropriate of the expenses of the fund.
 - 88.2 The proportion that the trustee thinks equitable of any negative earnings of the fund determined in accordance with clauses 38, 68 or 89.
 - 88.3 The proportion of the loss on the disposal of investments of the fund that the trustee thinks equitable.
 - 88.4 Amounts transferred from the fund in respect of the pensioner as a transfer of a roll over payment which the trustee thinks it appropriate to debit to the account.
 - 88.5 Payments made to or in respect of the pensioner or a reversionary beneficiary under this deed.
 - 88.6 The cost of an insurance policy or annuity effected by the trustee in respect of the pensioner which are not debited from the member's accumulation account.
 - 88.7 The proportion of an amount payable as taxation in respect of the earnings of the fund that are credited to the pensioner's account or arise from a roll over amount that the trustee thinks equitable.
 - 88.8 The proportion of an amount paid in respect of an indemnity to the trustee or other person under this deed that the trustee thinks equitable.
 - 88.9 The amount of a levy that the trustee thinks equitable.
 - 88.10 An amount transferred to the accumulation account of a beneficiary.
 - 88.11 Any other amount that the trustee thinks it appropriate to debit from the account.

Adjustment based on fund earning rate

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

Segregation of assets and valuation

- 90 The trustee may segregate from other assets those assets which are to fund the pension of a person under this deed. The trustee must value those assets at least annually. If they are insufficient or more than sufficient to fund the pension, the trustee must do anything that superannuation law requires. The trustee must obtain any certificate of adequacy that the trustee considers necessary in respect of those assets in order to comply with the *Tax Act* or superannuation law.

H Allocated and market linked pensions and transition to retirement pensions

Allocated pension: conditions

- 91 All of the following conditions apply to the payment of an allocated pension under this deed:
- 91.1 The pension can only be transferred to the reversionary beneficiary on death of the pensioner or of another reversionary beneficiary or in accordance with superannuation law.
 - 91.2 The capital value of the pension and the income from it cannot be used as security for borrowing.
 - 91.3 The pension must be paid at least annually from the pensioner's pension account.
 - 91.4 The pensioner may nominate the amount of the pension by written notice to the trustee. However, the nominated amount must be within the maximum and minimum limits specified by superannuation law.
 - 91.5 The total instalments payable in respect of the pension or annuity must not exceed the amounts standing to the credit of the pension account.

Allocated pension: cost of living increase

- 92 The trustee may increase an allocated pension by an amount that the trustee thinks fit to compensate the pensioner for cost of living increases. The increased allocated pension must be within the maximum and minimum limits specified by superannuation law.

Allocated pension: residue in account

- 93 On the death of a pensioner being paid an allocated pension, the following rules apply to any residue in the pension account:

- 93.1 If there is a reversionary beneficiary who is a dependant of the pensioner at the time of his or her death, the trustee must begin paying an allocated pension calculated in accordance with superannuation law to that reversionary beneficiary.
- 93.2 If no reversionary beneficiary has been nominated, or there is no reversionary beneficiary who is a dependant at the time of the death, the trustee must deal with the residue of the pension account in accordance with superannuation law.

Market linked pensions: conditions

94 All of the following conditions apply to the payment of a market linked pension:

94.1 the pension:

94.1.1 is paid at least annually to the pensioner or to a reversionary beneficiary throughout a period equal to the pensioner's life expectancy on the commencement day of the pension, rounded up to the next whole number if the pensioner's life expectancy does not consist of a whole number of years; or

94.1.2 is paid at least annually to the pensioner or to a reversionary beneficiary throughout a period equal to the pensioner's life expectancy mentioned in subparagraph 94.1.1 calculated, at the option of the pensioner, as if the pensioner were up to 5 years younger on the commencement day; or

94.1.3 if:

- the pension is a pension that reverts to a surviving spouse on the death of the pensioner; and
- the life expectancy of the pensioner's spouse is greater than the life expectancy of the pensioner; and
- the pensioner has not chosen to make an arrangement mentioned in subparagraph 94.1.1 or 94.1.2 for the pension;

the pension is paid at least annually to the pensioner or to a reversionary beneficiary throughout a period equal to:

- the life expectancy of the spouse on the commencement day; or
- the life expectancy of the spouse calculated, at the option of the pensioner, as if the spouse were up to 5 years younger on the commencement day;

at the option of the pensioner, and rounded up to the next whole number if the life expectancy of the spouse does not consist of a whole number of years; and

94.2 the total amount of the payments to be made in a year (excluding payments by way of commutation but including payments made under a payment split) is determined in accordance with Schedule 6 of the SIS Regulations; and

94.3 the pension does not have a residual capital value; and

- 94.4 the pension cannot be commuted except:
- 94.4.1 if the pension:
- is not funded from the commutation of:
 - an annuity that is provided under a contract that meets the standards of subregulation 1.05 (2), (3), (9) or (10) of the SIS Regulations; or
 - another pension that is provided under rules that meet the standards of this clause 94 or subregulation 1.06 (2), (3) or (7) of the SIS Regulations; or
 - another pension that is provided under terms and conditions that meet the standards of subregulation 1.07 (3A) of the RSA Regulations; and
 - the commutation is made within 6 months after the commencement day of the pension; or
- 94.4.2 subject to clause 94.4.3, on the death of the pensioner or reversionary beneficiary, by payment of:
- a lump sum or a new pension to one or more dependants of either the pensioner or reversionary beneficiary; or
 - a lump sum to the legal personal representative of either the pensioner or reversionary beneficiary; or
 - if, after making reasonable enquiries, the Trustee is unable to find a person mentioned in the above 2 sub-clauses – a lump sum to another individual; or
- 94.4.3 for clause 94.4.2, if the pensioner has opted, under clause 94.1.3, for a period worked out in relation to the life expectancy of the pensioner's spouse – the market linked pension cannot be commuted until the death of both the pensioner and the spouse; or
- 94.4.4 if the eligible termination payment resulting from the commutation is transferred directly to the purchase of another benefit that is:
- an annuity provided under a contract that meets the standards of subregulation 1.05 (2), (3), (9) or (10) of the SIS Regulations; or
 - a pension that is provided under rules that meet the standards of subregulation 1.06(8) or subregulation 1.06 (2), (3) or (7) of the SIS Regulations; or
 - a pension that is provided under terms and conditions that meet the standards of subregulation 1.07 (3A) of the RSA Regulations; or
 - to pay a superannuation contributions surcharge; or

- to give effect to an entitlement of a non-member spouse under a payment split; and
- 94.4.5 if the pension reverts – it does not have a reversionary component greater than 100% of the relevant account balance immediately before the reversion; and
- 94.4.6 if the pension is commuted – the commutation amount cannot exceed the relevant account balance immediately before the commutation; and
- 94.5 the pension can be transferred only:
 - 94.5.1 on the death of the pensioner:
 - to one of the dependants of the pensioner; or
 - to the legal personal representative of the pensioner; or
 - 94.5.2 on the death of the reversionary beneficiary:
 - to one of the dependants of the reversionary beneficiary; or
 - to the legal personal representative of the reversionary beneficiary; and
- 94.6 the capital value of the pension, and the income from it, cannot be used as security for a borrowing.

Market linked pensions: residue in account

- 95 On the death of a pensioner being paid a market linked pension leaving no reversionary beneficiary, if the pension is not commuted or transferred in accordance with this deed, the trustee must pay any residue in the pension account in any way permitted by superannuation law.

Transition to retirement pensions: general

- 96 The trustee may pay any of the pensions referred to in clause 85 as a transition to retirement pension on the conditions set out below.

Transition to retirement pension: allocated pension

- 97 All of the following conditions apply to the payment of a transition to retirement allocated pension:
- 97.1 The pension must be paid as an allocated pension in accordance with the provisions of this deed.
 - 97.2 If the pension is commuted, then the resulting eligible termination payment cannot be cashed unless:
 - 97.2.1 the purpose of the commutation is:
 - to cash an unrestricted non-preserved benefit;
 - to pay a superannuation contributions surcharge; or
 - to give effect to the entitlement of a non-member spouse under a payment split; or

97.2.2 before commutation, the pensioner has satisfied a condition of release in respect of which the cashing restriction for preserved benefits and restricted non-preserved benefits is 'Nil'.

Transition to retirement pension: other types of pensions

98 All of the following conditions apply to the payment of a transition to retirement pension other than a transition to retirement allocated pension:

98.1 The pension must be paid in accordance with the provisions of this deed that apply to that type of pension.

98.2 If the pension is commuted pursuant to r 1.06(8)(d)(i) of the SIS Regulations the resultant eligible termination payment cannot be cashed unless:

98.2.1 the purpose of the commutation is to cash an unrestricted non-preserved benefit; or

98.2.2 before commutation, the pensioner has satisfied a condition of release in respect of which the cashing restriction for preserved benefits and restricted non-preserved benefits is 'Nil'.

Trustee's right to commute pensions generally

99 On written request by a pensioner, or in accordance with superannuation law or this deed, the trustee may commute any part of a pension to a lump sum, and pay it to the relevant person or his or her estate. The following general conditions apply in respect of all types of pension:

- The commutation must be allowed by, and be in accordance with, superannuation law.
- The commutation must not disadvantage the fund, an employer, a member, a pensioner or a reversionary beneficiary.

If the Trustee commutes only part of a pension to a lump sum, the trustee must then adjust the amount of the pension payable as required by superannuation law.

Conditions specific to commutation of allocated pensions

100 An allocated pension, cannot be commuted unless one of the following conditions applies:

- the commutation results from the death of the pensioner or the reversionary beneficiary; or
- the sole purpose of the commutation is to:
 - pay an amount as a superannuation contributions surcharge; or
 - give effect to the entitlement of a non-spouse under a payment split; or
 - meet the rights of a client to return a product under Division 5 of Part 7.9 of the *Corporations Act 2001*; or
- for a commutation in part, the account balance of the pension (immediately after the commutation in part) would be equal to or would exceed the minimum limit applicable under Schedule 1A of the SIS Regulations, as reduced by the amount of income payments already made in the financial year in which the commutation

- in part would occur; or
- the commutation takes place in a year when the amount of the pension paid meets the minimum requirements of r 1.07A(3) of the SIS Regulations.

Conditions specific to commutation of market linked pensions

- 101 A market linked pension cannot be commuted in whole or in part unless:
- 101.1 the commutation results from the death of a pensioner or reversionary beneficiary; or
 - 101.2 the sole purpose of the commutation is to:
 - pay a superannuation contributions surcharge; or
 - give effect to the entitlement of a non-member spouse under a payment split; or
 - meet the rights of a client to return a financial product under Division 5 of Part 7.9 of the *Corporations Act*; or
 - 101.3 for a commutation in part, the account balance of the pension, immediately after the commutation in part, would be equal to or would exceed the total payment amount calculated in accordance with Schedule 6 of the SIS Regulations, as reduced by the amount of income payments already made in the financial year in which the commutation in part would occur; or
 - 101.4 the pension has paid, in the financial year when the commutation takes place, the minimum annual amount as provided in r 1.07C(3) of the SIS Regulations.

Qualification of pensions as asset test exempt income streams

- 102 The trustee may decide that a pension should qualify as an asset test exempt income stream (as that term is defined by the *Social Security Act 1991*). If the trustee so decides:
- 102.1 the superannuation law prevails over the terms of this deed to the extent of any inconsistency;
 - 102.2 this deed is deemed to contain any provision that is required by superannuation law; and
 - 102.3 this deed is deemed not to contain any provision that is required to be excluded by superannuation law.

I Death, disability and retirement benefits

Death benefit

- 103 The trustee may pay the death benefit on the death of a current member of the fund. The trustee must pay the full amount standing to the credit of the accumulation account as a lump sum, or must pay that amount in the form of one or more pensions or annuities.

Payment on death

- 104 On the death of a member or beneficiary, the trustee must pay or apply the relevant benefit in the way the trustee thinks fit in accordance with the following rules:
- 104.1 If the member or beneficiary has given the trustee a binding death benefit notice, the trustee must comply with it.
 - 104.2 If there is no binding death benefit notice, but the member or beneficiary has left dependants, the trustee must pay or apply the benefit to or for the benefit of anyone or more of the dependants of the member or beneficiary and the legal personal representatives of the member or beneficiary as the trustee thinks fit. The trustee may do so in any proportions the trustee thinks fit and may take into account a member's wishes contained in a non-binding nomination form.
 - 104.3 If there is no binding death benefit notice, and the member or beneficiary has not left any dependants, the trustee must pay the benefit to the legal personal representatives of the member or beneficiary.
 - 104.4 If there is no binding death benefit notice, and the member or beneficiary has not left any dependants, and there is no legal personal representative, the trustee may pay or apply the benefit to or for the benefit of any individual at the trustee's discretion. The trustee may do so in any proportions the trustee thinks fit.
 - 104.5 If there is no binding death benefit notice, and the trustee has not paid or applied the benefit to or for the benefit of any person under the preceding sub-clauses, the trustee must treat the benefit as a forfeited benefit entitlement.

Death of member or former member

- 105 If a member or former member who has become entitled to a lump sum benefit dies before the payment is made, the trustee must pay the amount in accordance with the previous clause.

Discharge of trustee

- 106 The receipt by a dependant, legal personal representative, relative or other person of any part of a benefit under either of the previous clauses discharges the trustee from liability in relation to it. The trustee is not responsible for seeing to its application.

Total and permanent disablement benefit

- 107 The trustee must pay a benefit to a member whom the trustee believes to be totally and permanently disabled unless requested otherwise by the member. The benefit may be either of the following:
- A lump sum equal to the full amount standing to the credit of the accumulation account of the member; or
 - One or more pensions or annuities representing that amount.

Temporary total disablement benefit

108 The trustee must pay a benefit to a member whom the trustee believes to be temporarily totally disabled unless requested otherwise by the member. The benefit must be in the form of a pension or annuity that represent the following amounts:

- In the case where the trustee is entitled to a benefit under an insurance policy in relation to the member's temporary total disablement, the amount payable to the trustee.
- In any other case, the amount decided by the trustee, provided it does not reduce the minimum withdrawal benefit of the member under superannuation law.

The member is not entitled to commute any part of this benefit.

Period of payment: temporary total disablement

109 The trustee must cease paying the benefit for temporary total disablement:

- In a case where the trustee is entitled to benefit under an insurance policy in relation to the member's temporary total disablement, when the trustee ceases to be entitled to that benefit.
- In any other case, when the member ceases to be temporarily totally disabled, or reaches normal retirement age, or becomes entitled to another benefit under this deed or requests that the benefit ceases to be paid.

Method of payment: temporary total disablement

110 The trustee must pay the benefit in respect of temporary total disablement in the following way:

- In a case where the trustee is entitled to benefit under an insurance policy in relation to the member's temporary total disablement, in the way the benefit is paid by the insurer.
- In any other case, in the way the trustee decides.

Member contributions may be suspended: temporary total disablement

111 A member may suspend his or her contributions during a period while he or she is receiving a benefit in relation to temporary total disablement.

Membership not affected by temporary total disablement

112 A member does not cease being a member because he or she is receiving a benefit in respect of temporary total disablement.

Retirement benefit

113 The trustee may pay a member the retirement benefit at the member's request if either of the following applies:

- the member retires from employment with a participating employer on or after reaching normal retirement age; or

- the member becomes entitled under superannuation law to the payment of a benefit despite still being employed by a participating employer.

The trustee may pay the benefit in the form of one or more pensions or annuities decided on in consultation with the member. The pensions or annuities must be purchased from the amount standing to the credit of the member's accumulation account.

Early retirement

114 On request by a member, the trustee must pay a benefit to that member in each of the following cases:

- the member ceased to be employed by a participating employer before normal retirement age, but has reached the relevant preservation age.
- the member retired from an arrangement under which the member was gainfully employed and has reached 60 or another age prescribed by superannuation law.

J Payment of benefit

Trustee must notify that benefit is payable

115 The trustee must give notice that a benefit is payable to the following persons:

- If the benefit is payable to a member, to that member.
- If the benefit is payable on the death of a member, to the nominated beneficiary, the reversionary beneficiary, the legal representatives of the member, known dependants of the member and any other person the trustee reasonably believes may have an entitlement or interest in the benefit.
- In any other case, any persons the trustee reasonably believes may have an entitlement or interest in the benefit.

Method of notice

116 The trustee must give a person written notice of the time within which that person may claim an entitlement to the benefit and of how to make that claim. If the person satisfies the trustee that he or she is entitled to a benefit, the trustee must notify any persons to whom a notice was required to be sent under the previous clause to enable them to object to a payment to that person. If no objection is received or the specified period for objecting has passed, the trustee must pay the relevant part of the benefit to that person.

Claim out of time

117 If a person makes a claim out of time to an entitlement to a benefit, the trustee is not bound to make any payment to that person.

Unclaimed benefit

118 The trustee must give the Regulator a statement of any unclaimed benefits and must pay them to the Regulator as required by superannuation law.

Tax on benefit

119 Either the trustee or an insurer or other appropriate body must deduct any tax that is payable in relation to a benefit before that benefit is paid.

Where benefit is payable

120 A benefit is payable at the trustee's principal office, or at a substitute place the trustee notifies to the member or beneficiary.

Trustee may send benefit to person entitled

121 The trustee may send a benefit to the postal address that the person entitled to it has last notified to the trustee, or to the bank account into which that person has asked the benefit to be paid, or to some other place the trustee decides on.

Notification of address etc

122 A person to whom a benefit becomes payable must notify the trustee of his or her full residential address, and of any change in that address. He or she must also notify the trustee of a bank account into which he or she asks the benefit to be paid.

Receipt to be given

123 On request by the trustee, a person to whom a benefit is paid must give the trustee a receipt and release for the payment in the form required by the trustee.

Person under legal disability

124 If a person to whom the trustee is to pay any part of a benefit is under a legal disability, or the trustee believes that it would be in that person's best interests for the trustee not to make the payment to that person, the trustee may make the payment in any of the following ways as the trustee thinks fit:

- To or for the maintenance, education, advancement, support or benefit of the person on any conditions and in any way the trustee thinks fit.
- To, and for the benefit of, another person who appears to the trustee to be any of the following: the trustee, spouse, child, parent or guardian of the person, or a person having custody of that person.

Discharge of trustee

125 The receipt by a person of a payment in accordance with the previous clause discharges the trustee from liability in relation to it. The trustee is not responsible for seeing to its application.

Transfer of assets

126 With the consent of a member or beneficiary to whom a benefit is payable, the trustee may, instead of paying or transferring cash, transfer investments of equivalent value to the member or beneficiary or to the trustee of the relevant approved benefit arrangement.

K Forfeiture of benefit entitlements

Note: Forfeiture accounts are now generally prohibited. Maddocks recommends that you seek professional advice before establishing such an account.

Forfeiture account

127 The trustee may establish or maintain a forfeiture account into which the trustee must pay any amount forfeited under this deed. Money held in that account does not form part of an accumulation account. The trustee must credit any income from that money to the forfeiture account.

Circumstances of forfeiture

- 128 All benefit entitlements of a person are forfeited in each of the following cases:
- 128.1 The person assigns or charges, or attempts to assign or charge a benefit entitlement, except in accordance with superannuation law.
 - 128.2 The person's interest in a benefit entitlement becomes payable to or vested in another person or a government or public authority.
 - 128.3 The person is or becomes insolvent or has committed or commits an act of bankruptcy.
 - 128.4 The person is unable personally to receive or enjoy any part of the entitlement.
 - 128.5 In the trustee's opinion, the person is incapable of managing his or her affairs.
 - 128.6 In the trustee's opinion, the person is guilty of fraud or dishonesty.

This clause does not apply to the extent that it would be made ineffective by the *Bankruptcy Act 1966* or superannuation law.

Forfeiture of residue

129 A person forfeits the residue in an accumulation account if the trustee is satisfied that the person has been paid all benefits that he or she is entitled to be paid under this deed.

Application of forfeiture account

- 130 The trustee may pay or apply forfeited money held in the forfeiture account in any one or more of the following ways in accordance with superannuation law:
- 130.1 To or for the benefit of the relevant person or the dependants of the relevant member in any proportions the trustee decides on.
 - 130.2 To the trustee of the relevant member's estate.
 - 130.3 To or for the benefit of other members or their dependants who have rights to receive benefits under this deed.
 - 130.4 To provide additional benefits to other members or their dependants in accordance with superannuation law.
 - 130.5 To the equalisation account (if any).

- 130.6 To any employees of the member or former member the trustee thinks appropriate.
- 130.7 To any other person or entity the Regulator approves in writing.

Limit in relation to payments to member or dependants

- 131 The trustee must not make a payment under the previous clause to a member who is still being employed by an employer, except for the purpose of relieving the hardship of that member or his or her dependants.

Possible adjustment to entitlements

- 132 If the event that gave rise to forfeiture of an entitlement in respect of a member ceases to affect that member, the trustee may re-establish any rights in the member that the trustee thinks fit. They must not be greater than they were before the forfeiture.

L Provisions Relating to the Family Law Act

Payment splits

- 133 If the trustee receives a splitting agreement or court order under Part VIIIB of the Family Law Act, then provided the agreement or court order has been properly served and subject to superannuation law, the trustee may:
- vary the relevant member's benefit or benefit entitlement on such bases (including by commutation of any pension having regard to the advice of an actuary) and at any time the trustee determines from time to time, to the extent permitted by superannuation law; and
 - make a payment to the non-member spouse or a transfer in respect of the non-member spouse in accordance with clause 137.

Rules for payment splits

- 134 The trustee may make rules dealing with:
- the valuation of a non-member spouse's benefit or benefit entitlement (including any adjustments);
 - the timing of the calculation of the non-member spouse's benefit or benefit entitlement;
 - other matters relating to the payment split or the non-member spouse's benefit or benefit entitlement,
- as it determines from time to time subject to superannuation law.

Deferred payment splits

- 135 If the trustee is required by superannuation law or considers that it is appropriate to defer giving effect to a payment split, then provided the splitting agreement has been served properly, the trustee must:

- record the existence of the agreement or court order; and
- keep a record of the non-member spouse's benefit or benefit entitlement on such basis (including a notional basis) and in such manner as the trustee determines from time to time subject to superannuation law.

Flagging agreements

136 If the trustee receives a flagging agreement or court order under Part VIII B of the Family Law Act, then provided the agreement or court order has been properly served the trustee must:

- record the existence of the agreement or court order; and
- defer payment of the benefit to or in respect of the relevant member until the agreement or court order is lifted.

Transfer of non-member spouse interests

137 If the trustee receives a splitting agreement or court order under Part VIII B of the Family Law Act, then provided the agreement or court order has been validly served, then:

- subject to superannuation law and on the written request of the non-member spouse or otherwise, the trustee must pay to the non-member spouse; or
- subject to superannuation law and on the written request of the non-member spouse or member or otherwise, the trustee must transfer to another fund (including an eligible rollover fund) in respect of the non-member spouse,

any amount which becomes payable in respect of the non-member spouse following a payment split under Part VIII B of the Family Law Act, and the receipt by the non-member spouse or the trustee of that other fund will sufficiently discharge the trustee of its liability in respect of that non-member spouse.

Refusal to admit as member

138 Provided that the trustee acts in accordance with superannuation law, the trustee may refuse to admit a non-member spouse as a member of the fund.

M Trustee's powers

All the powers of an individual

139 The trustee has all the powers in relation to the assets of the fund that the trustee would have if the trustee were the legal and beneficial owner of those assets. It also has all the powers that a trustee has at law and the powers specifically conferred on the trustee by this deed.

Trustee's discretion

140 The trustee has an absolute discretion in relation to exercising or not exercising any power under this deed or at law, and in relation to the way in which any power is exercised. The trustee's decision on such a matter is final and binding.

Delegation of power

- 141 The trustee may delegate to another person any power or duty on any terms the trustee thinks fit. The trustee may alter or revoke any delegation.

Trustee not subject to direction

- 142 The trustee is not subject to direction in exercising any power under this deed or at law, except to the extent indicated under superannuation law.

Specific powers

- 143 To exclude any possible doubt, the trustee has the power to do any of the following to the extent allowed by superannuation law:
- 143.1 To borrow money, on security or not.
 - 143.2 To underwrite or sub-underwrite risks, contingencies or liabilities under a superannuation arrangement conducted by an employer under an agreement for the transfer of employees to the fund.
 - 143.3 To indemnify a person.
 - 143.4 To do anything the trustee considers necessary or desirable in connection with performing its obligations under this deed.

Trustee's power to effect insurance

- 144 The trustee may arrange one or more insurance policies with one or more insurers to secure the benefit of a member. A policy may be a group policy or an individual policy.

Trustee bound to exercise power in limited cases

- 145 The trustee is not bound to arrange one or more insurance policies, except where the trustee has informed the member or beneficiary that the trustee will arrange a policy of a specified type and amount and the member or beneficiary has not asked the trustee in writing not to do so, or has withdrawn his or her request for the trustee to arrange that policy.

Even so, the trustee is not bound to arrange a policy that the trustee is unable to arrange.

Inconsistent conditions in policy

- 146 If an insurer will only insure a member or beneficiary on conditions that are inconsistent with the conditions in respect of a benefit payable in respect of the member or beneficiary, the trustee may impose the policy conditions on that benefit despite the conditions stated in this deed.

Powers not affected by conflict of interests

- 147 The trustee may exercise any power under this deed or at law despite the fact that the trustee has a direct or indirect interest in the exercise of that power, or may benefit directly or indirectly from its exercise.

Disclosure of conflict of interest

148 A trustee must disclose a conflict of interests of the type described in the previous clause in accordance with superannuation law.

Trustee's power to effect transfer on written request

149 On written request by a member or beneficiary, the trustee may transfer to the trustee of an approved benefit arrangement any part of the amount in the fund that represents the member's or beneficiary's benefit or benefit entitlement. The trustee may only do so if the following conditions are met:

- The member or beneficiary is eligible to join or has joined the arrangement.
- The trustee is satisfied that the transfer complies with superannuation law.
- The amount the trustee transfers must not exceed the amount in the member's or beneficiary's accumulation account, except to the extent of any amount that the trustee decides to add to that account from the equalisation account (if any) under clause 39.

Form and effect of transfer

150 The member or beneficiary must complete and execute any documents required by the *Tax Act* for the transfer to be completed as a roll over payment. A receipt from the approved benefit arrangement discharges the trustee from all liability in respect of the amount transferred. The trustee is not responsible for seeing to the application of that amount by the approved benefit arrangement. On completion of the transfer, the member or beneficiary (and anyone entitled to claim in any way in respect of that person) ceases to have any rights against the trustee or the fund in respect of the relevant amount.

Trustee's power to transfer to successor fund

151 The trustee may transfer to the trustee of an approved benefit arrangement that is a successor fund to the fund under superannuation law any part of the amount in the fund that represents a benefit entitlement. The consent of the member or beneficiary is not required. Nor is it necessary that the member already be a member of the successor fund.

Trustee's power to transfer to eligible roll over fund

152 In accordance with superannuation law, the trustee may transfer to an eligible roll over fund any part of the amount in the fund that represents a member's or beneficiary's benefit entitlement. The trustee must do so if superannuation law requires it.

Transfer of assets

153 With the consent of a member or beneficiary to whom or in respect of whom a transfer is to be made under clause 151 or 152, the trustee may, instead of paying or transferring cash, transfer investments of equivalent value to the member or beneficiary or to the trustee of the relevant approved benefit arrangement.

The trustee's power to receive transfer

- 154 The trustee may take over or acquire by transfer from an approved benefit arrangement any part of the assets of that arrangement that represent the interest of a participant in that arrangement who has become or is to become a member or beneficiary of the fund. The trustee will hold the amount on trust for that person in the relevant accumulation or pension account. The person will have rights in respect of that amount that are equivalent to the rights he or she had under the approved benefit arrangement. The trustee may decide that the person is to be treated as having been a member of the fund from the time he or she became a member of the approved benefit arrangement.

N Administration of fund

Dealing with money received

- 155 The trustee must ensure that any money received by the fund is dealt with as soon as practicable in one of the following ways:
- Deposited to the credit of the fund in an account kept with a bank, friendly society, building society, or other similar body chosen by the trustee.
 - Paid to the credit of an insurer for the payment of premiums in relation to a policy of insurance effected by the trustee for the purposes of the fund.
 - Paid into the trust account of a lawyer, accountant or investment manager appointed in accordance with this deed.

Effect of receipts

- 156 A receipt given by the trustee or the secretary of the fund or another person authorised by the trustee in writing to issue receipts is a sufficient discharge to the person by whom money is paid to the fund.

Employers to provide information to trustee

- 157 On written request by the trustee, an employer must give the trustee any information which it has or can obtain that is, in the trustee's opinion, necessary or desirable for managing and administering the fund. The trustee may act on that information and is not required to verify it.

Compliance

- 158 The trustee must comply with superannuation law and with any directions of the Regulator in relation to the fund.

Trustee may not charge fees

- 159 The trustee must not charge any fees in relation to acting as trustee under this deed or performing any services in respect of the fund.

Trustee entitled to be reimbursed for expenses

160 The trustee is entitled to be reimbursed from the fund for all expenses, taxes, levies, charges, fees and other amounts necessarily or reasonably incurred in acting as trustee under this deed.

Trustee to keep records and accounts

161 The trustee must keep proper records and accounts of all money received by the fund and paid out by it, including adequate details of all dealings by the fund in connection with that money.

Trustee to collect money owing to the fund

162 The trustee must ensure that money owing to the fund is collected promptly and dealt with in accordance with this deed.

Trustee to keep records, accounts, books etc

163 The trustee must ensure that all records, books, accounts, minutes, reports and other documents are maintained and kept safe in accordance with superannuation law for the period required by that law.

Documents to be prepared

164 The trustee must ensure that each of the following is prepared in respect of the fund in accordance with superannuation law:

- A statement of its financial position.
- An operating statement.
- Any other account or statement required by superannuation law.

Annual return

165 The trustee must ensure that an annual return and any other documents required under superannuation law are prepared and lodged with the Regulator in accordance with that law.

Audit

166 The trustee must arrange for the books, accounts and records of the fund to be audited annually or as required by superannuation law by an auditor qualified in accordance with superannuation law.

Disclosure requirements

167 The trustee must ensure that information and documents are provided to each of the following persons in accordance with the requirements of superannuation law:

- employers.
- the Regulator.

- the actuary (if one is appointed).
- the auditor.
- Any other person.

Availability of books and records

168 The trustee must ensure that the books of the fund and information relating to it are available for inspection and copying, and that access is provided to premises where the books and information are available to be inspected and copied, in accordance with superannuation law.

Availability of deed and documents

169 The trustee must ensure that this deed and any other documents (or copies of the deed and documents) are made available for inspection by a member, or by a beneficiary on the beneficiary's request, as required by superannuation law. It is sufficient if they are available for inspection at the place of business of a trustee while that business is open.

Appointment of auditor

170 The trustee may appoint a suitably qualified person as auditor of the fund.

Appointment of actuary

171 The trustee may appoint as actuary of the fund:

- an actuary who is a Fellow of the Institute of Actuaries of Australia;
- a member of a firm or company of which at least one member or director is a Fellow of the Institute of Actuaries of Australia; or
- an auditor who is appropriately qualified and is independent according to criteria specified by superannuation law.

Appointment of administration manager

172 The trustee may appoint one or more suitably qualified persons to act as administration manager of the fund or a specified part of the fund.

Appointment of investment manager

173 The trustee may appoint one or more suitably qualified persons to act as investment manager of the fund or a specified part of the fund in accordance with superannuation law.

Appointment of custodian

174 The trustee may appoint one or more suitably qualified persons to act as custodian of the fund or a specified part of the fund.

Superannuation law to be observed

175 Any appointment by the trustee must be in accordance with superannuation law.

Trustee may remove person from office

176 The trustee may remove from office a person the trustee has appointed to an office.

Trustee not bound by advice

177 Except to the extent required by superannuation law, the trustee is not bound to follow the advice of a person the trustee has appointed.

Liability of the trustee is limited

178 To the extent allowed by superannuation law, neither the trustee nor an employee of the trustee is liable for anything done or not done in connection with acting as trustee, unless at least one of the following applies:

- The trustee failed to act honestly.
- The trustee intentionally or recklessly failed to exercise the degree of care required.
- The trustee incurred a monetary penalty under a civil penalty order made in accordance with superannuation law.

Indemnity

179 To the extent allowed by superannuation law, the trustee and each employee of the trustee are entitled to an indemnity from the fund in all cases where the trustee is not liable under the preceding clause. The trustee has a lien on the assets of the fund for this purpose.

Other persons who may act

180 Subject to superannuation law, the trustee may appoint the following persons to act as trustee of the fund.

- the legal personal representative of a deceased member, from the date of the member's death until the member's death benefits begin to be paid;
- the legal personal representative of a member, while he or she holds an enduring power of attorney in respect of the member or while the member is under a legal disability;
- the legal personal representative, parent or guardian of a member who is a minor; or
- any other person if the superannuation law allows that person to be a trustee and the fund would remain a self managed superannuation fund.

Appointment of corporation as trustee

181 The trustees may appoint a corporation as trustee by varying this deed. They may only do so by replacing it with another deed which provides the mechanisms to enable a corporation to act as trustee.

Continuity of office

182 When a person ceases to be a trustee or becomes a trustee, any other person acting as trustee must do everything necessary to vest the fund in the new or remaining trustees and must deliver all records and other books to the new or remaining trustees.

Appointment of trustee

183 The trustee will determine who acts as trustee in accordance with this deed and superannuation law for the fund to continue as a self managed superannuation fund and will take the necessary steps to appoint or remove the persons or body to or from the office of trustee. The trustee may accept the trustee's resignation in writing for this purpose.

- The appointment or removal of a trustee must be in writing and must immediately be advised to any other trustee.
- Where the trustee is unable or unwilling to determine who will act as trustee then the majority of members of the fund will determine who will act as trustee. If there are no members in the fund, the former members of the fund (or their legal personal representatives) will determine who acts as trustee of the fund

O Miscellaneous

Trustee may elect to wind up fund

184 The trustee may elect to wind up the fund on a specified date in either of the following cases:

184.1 The trustee decides to wind up the fund.

184.2 There are no longer any members of the fund.

The trustee must elect to wind up the fund on a specified date if the Regulator requires the fund to be wound up.

Notice of winding up

185 The trustee must give notice to each participating employer and member that the fund is to be wound up on the specified date.

Payment etc on winding up

186 After deducting from the assets of the fund the costs of administering and winding up the fund, the trustee must pay the benefits in the following order to the extent that the assets of the fund are sufficient to do so:

- Benefits to which members, former members or their dependants are entitled but which they have not been paid on the day before the termination date.

- Additional benefits to members, former members or their dependants as the trustee thinks appropriate.
- Payment to the participating employers that have made contributions in respect of members or former members as the trustee thinks appropriate.

Employment relationship not affected by this deed

187 Nothing in this deed affects any powers an employer has in relation to a contract of employment. An actual or prospective right under this deed, or the ending of such a right, is not to be taken into account in relation to any legal action, including one based on termination of employment.

Legal rights of member not affected by this deed

188 Nothing in this deed affects any right a person may have to claim compensation or damages at common law or under statute.

Variation

189 The trustee may vary this deed either prospectively or retrospectively. The trustee may do so by oral declaration, written resolution or deed. If superannuation law requires it, the trustee must promptly give a certified copy of the resolution or a copy of the deed to the Regulator.

Limits on power to vary

190 The trustee does not have power to vary this deed so as to do either of the following:

- Reduce or adversely affect the rights of a member to accrued entitlements that arise before the variation is effected.
- Reduce the amount of any other entitlement that is or may become payable in relation to a time before the date of the variation.

However, this (the rule in the previous sentence with the 2 dot points) does not apply if the reduction is necessary to enable the fund to comply with superannuation law or if each affected member, or the Regulator, consents in writing to the reduction.

The trustee also does not have power to vary this deed in a way that would have either of the following effects:

- unless the trustee is a corporation, altering the purpose of the fund so that it is no longer solely or primarily the provision of old age pensions under superannuation law.
- unless the sole or primary purpose of the fund is to provide old age pensions to members, allowing any person except a corporation to be appointed trustee of the fund.

Notice of variation

191 If superannuation law requires it, the trustee must inform members and beneficiaries in writing of the nature and purpose of the variation and its effect on their entitlements or rights. The trustee must do so in accordance with superannuation law.

Dispute resolution

192 If superannuation law requires it, the trustee must establish a system complying with that law for dealing with enquiries and complaints from members, beneficiaries and dependants.

Proper law

193 This deed is governed by the law of . The parties consent to the exercise of jurisdiction by the courts of that place.

SHOOKS SUPERANNUATION FUND

Schedule 1

1 Names and addresses of trustees

Lance Shooks
12 Herschell Circuit
Flynn, ACT 2615 Australia

Christina Shooks
12 Herschell Circuit
Flynn, ACT 2615 Australia

2 Name and address of members

Lance Shooks
12 Herschell Circuit
Flynn, ACT 2615 Australia

Christina Shooks
12 Herschell Circuit
Flynn, ACT 2615 Australia

Schedule 2

[The fields in all of the following schedules are left intentionally 'blank' as the schedules are to be used as 'pro-forma' documents if the Fund wishes to add members etc. in the future. These schedules are to be bound in and form part of this Deed.]

Application to become a Member

This Application Form contains your Death Benefit Nomination and undertakings which must be made by you. It is also accompanied by the Product Disclosure Statement relevant to the fund contained in Annexure A.

Part 1 Application and Undertakings

I apply to become an [*Either* initial *Or* additional] member of this fund under the trust deed.

I make each of the following undertakings:

- [*Either* I am not in an employment relationship with another member. *Or* I am not in an employment relationship with another member who is not a relative of mine.]
- I am not a disqualified under superannuation law from being [*Either* a trustee *Or* a director of the trustee] of the fund.
- I will comply with the trust deed.
- Upon request, I will fully disclose in writing any information required by the trustee in respect of my membership of the fund. This includes disclosing:
 - Any circumstance which may lead to my entering into an employment relationship with any other member of the fund who is not also a relative of mine.
 - That I may become disqualified under superannuation law from being [*Either* a trustee *Or* a director of the trustee] of the fund.
 - Any information in relation to my medical condition.
- I will act as a [*Either* trustee *Or* a director of the trustee] of the fund.
- I understand the trust deed, particularly its terms concerning the benefits payable under it, and I have read and understood the attached Product Disclosure Statement, annexed and marked 'A'.
- I have read and understand the prescribed information relating to the collection of Tax File Numbers by the trustees of superannuation funds.

I attach a completed ATO Individual Tax File Number Notification form.

Applicant name	[<i>Insert applicant's name</i>]
Applicant address	[<i>Insert applicant's address</i>]
Applicant occupation	[<i>Insert applicant's occupation</i>]
Date of birth	[<i>Insert applicant's date of birth</i>]

Applicant place of birth *[Insert applicant's place of birth]*

Part 2: Death Benefit: Beneficiary Nomination

If death benefit nomination is to be binding This is a binding death benefit notice. By completing and signing it you are requiring the trustee to provide any benefit payable on or after your death to the person or persons you mentioned in this notice, being one or more dependants or your legal personal representative. *Or If death benefit notice is to be non binding* This is a direction to the trustee as to how to apportion any benefit payable on your death. It is a non binding death benefit notice and the trustee retains the discretion as to how to apply any benefit payable on your death.

I direct *Either* the trustees *Or* the directors of the trustee that the person[s] named in the following table [are/is] to receive the proportions specified in that table of the benefit that is payable if I die.

Person	Relationship to member	Proportion of death benefit
<i>[Insert beneficiary's name]</i> <i>[Add rows to table as required]</i>	<i>[Insert beneficiary's relationship to member]</i>	<i>[Insert proportion of the death benefit to be paid to this person] %</i>

[If death benefit nomination is to be binding (Please note, that this beneficiary direction is valid for only 3 years.)]

Signed by the applicant: _____

Date: _____

[Insert member's name]

[If the death benefit is not binding

Witness: _____ Name: _____

Or

If the death benefit is to be binding The following persons declare that:

they are 18 years of age or older;

they are not persons otherwise mentioned in this notice; and

this form was signed by or on behalf of the member in their presence.

Date: _____

Date: _____

Witness: _____

Witness: _____

Witness name: _____

Witness name: _____

]

Annexure A to Application to become a member

[Here you need to attach the Product Disclosure Statement from Schedule 6.]

Schedule 3

Application to become Participating Employer

[Insert name and address, and ACN if applicable, of applicant] applies to become a participating employer in the SHOOKS SUPERANNUATION FUND. The applicant agrees to comply with the trust deed.

Signed by the applicant's authorised officer

_____ Date: _____
[Name of authorised officer]

Annexure A to Application to become and Employer Sponsor

[Here you need to attach the Product Disclosure Statement from Schedule 6.]

Schedule 4

Application to become an Employer Sponsor

This Application form is accompanied by the Product Disclosure Statement relevant to the fund contained in Annexure A.

[Insert name and address, and ACN if applicable, of applicant] applies to become an employer sponsor of the *[name of fund]*. The applicant agrees to comply with the trust deed.

Signed by the applicant's authorised officer

_____ Date: _____
[Name of authorised officer]

Annexure A to Application to become an Employer Sponsor

[Here you need to attach the Product Disclosure Statement from Schedule 6.]

Schedule 5

Application to become a member (if member is a minor)

This Application Form contains your Death Benefit Nomination and undertakings which must be made by you. It is also accompanied by the Product Disclosure Statement relevant to the fund contained in Annexure A.

Part 1 Application and Undertakings

I apply, as the parent or guardian of, and on behalf of, the person listed below (**Applicant**), that the Applicant become an initial member of this fund under the trust deed.

I make each of the following undertakings:

- *[Either* The applicant is not in an employment relationship with another member.
Or The applicant is not in an employment relationship with another member who is not a relative of the applicant.]
- I am not disqualified under superannuation law from being *[Either* a trustee *Or* a director of the trustee] of the fund.
- I will comply with the trust deed.
- Upon request, I will fully disclose in writing any information required by the trustee in respect of the applicant's my membership of the fund. This includes disclosing:
 - Any circumstance which may lead to the applicant entering into an employment relationship with any other member of the fund who is not also a relative of the applicant.
 - That I may become disqualified under superannuation law from being *[Either* a trustee *Or* a director of the trustee] of the fund.
 - Any information in relation to the applicant's medical condition.

[If the parent or guardian is NOT also separate member of the fund in their own right, then]

[Either I will act as a trustee of the fund. *Or* I will act as a director of the trustee of the fund.]

[If the parent or guardian IS a separate member of the fund, then]

[Either I am a member of the fund myself and I will act as a trustee of the fund. *Or* I am a member of the fund myself and will act as a director of the trustee of the fund.]

I understand the trust deed, particularly its terms concerning the benefits payable under it, and I have read and understood the attached Product Disclosure Statement, annexed and marked 'A'.

I have read and understand the prescribed information relating to the collection of Tax File Numbers by the trustees of superannuation funds.

In consideration of the applicant's status as a minor, I have not attached a completed ATO Individual Tax File Number Notification form.

Applicant name

[Insert applicant's name]

Applicant address [Insert applicant's address]
 Applicant occupation [Insert applicant's occupation]
 Date of birth [Insert applicant's date of birth]
 Applicant place of birth [Insert applicant's place of birth]
 Parent or guardian name [Insert parent or guardian's name]
 Parent or guardian address [Insert parent or guardian's address]
 Parent or guardian date of birth [Insert parent or guardian's name date of birth]
 Parent or guardian place of birth [Insert parent or guardian's place of birth]

Part 2: Death Benefit: Beneficiary Nomination

If death benefit nomination is to be binding This is a binding death benefit notice. By completing and signing it you are requiring the trustee to provide any benefit payable on or after the applicant's death to the person or persons you mentioned in this notice, being one or more of the applicant's dependants or the applicant's legal personal representative. *Or If death benefit notice is to be non binding* This is a direction to the trustee as to how to apportion any benefit payable on the applicant's death. It is a non binding death benefit notice and the trustee retains the discretion as to how to apply any benefit payable on the applicant's death.

On behalf of the applicant, I direct [*Either* the trustees *Or* the directors of the trustee] that the person[s] named in the following table [are/is] to receive the proportions specified in that table of the benefit that is payable if I die.

Person	Relationship to member	Proportion of death benefit
[Insert beneficiary's name]	[Insert beneficiary's relationship to member]	[Insert proportion of the death benefit to be paid to this person] %
[Add rows to table as required]		

If the death beneficiary nomination is binding (Please note that this beneficiary direction is valid for only 3 years.)

Signed by the parent/guardian: _____

Date: _____

[Insert parent or guardian's name]

[If the death benefit is not binding]

Witness: _____ Name: _____

Or

If the death benefit is to be binding The following persons declare that:

they are 18 years of age or older;

they are not persons otherwise mentioned in this notice; and

this form was signed by or on behalf of the member in their presence.

Date: _____ Date: _____

Witness: _____ Witness: _____

Witness name: _____ Witness name: _____

Witness name: _____ Witness name: _____

Annexure A to Application to become a Member (where member is a minor)

[Here you need to attach the Product Disclosure Statement from Schedule 6.]

Schedule 6

Form of Product Disclosure Statement

Product Disclosure Statement

SHOOKS SUPERANNUATION FUND

[Date]

[Name of member]

[Address of member]

[Contact details of member – PDS may be sent by email, fax or post]

[Name of trustee or trustees]

[Address]

[Contact details]

The details of the Product Disclosure Statement (PDS) start on the next page. Attach that page and the following pages of the PDS to the Member Application form and to any Employer Sponsor Application form.

Introduction

This PDS contains a summary of the important provisions of the fund's deed and the effects which those provisions may have on you. The *Corporations Act* requires that you be given this PDS within three months after you become a member of the fund. If you have any questions at any time, you should refer those to the trustee.

Terms which are capitalised in this PDS are either defined in the fund's deed or are contained in Schedule 1.

Information about your potential benefits

1 Details of potential lump sum benefits

1.1 On your retirement

You will become entitled to a lump sum benefit, equal to the amount in your Accumulation Account on your retirement. As the definition of retirement suggests, there will be some circumstances in which you will become entitled to payment of a retirement benefit while you are still employed or when you retire and have reached the relevant Preservation Age. Your trustee will be able to advise you further in this regard at the relevant time.

1.2 Total and permanent disability

If you become totally and permanently disabled, you may become entitled to a lump sum benefit from your Accumulation Account.

1.3 Temporary total disability

If you become totally disabled temporarily, you may become entitled to payment of a pension or annuity representing the amount:

- decided by the trustee, provided it does not infringe the limit set out in the superannuation law; or
- payable to the trustee under an insurance policy which the trustee may have purchased and which covers the disability you suffer. (Premiums for these insurance policies are generally paid by the trustee from your Accumulation Account but may be paid out of other Accounts of the Fund (such as the Income Account)).

1.4 On death

On your death, the trustee may pay a lump sum benefit from your Accumulation Account to the persons named in your 'Death Benefit: Beneficiary Nomination' (which is on your Application for Membership) or to your dependants. The trustee may have also taken out a life insurance policy for you which may also entitle your dependants, or some other person, to a lump sum benefit.

1.5 Other circumstances

'Severe Financial Hardship' – in the case of severe financial hardship, you may be able to apply to have all benefits owing to you, paid to you by the trustee. There are certain conditions to be met and the benefits can only be paid to you to meet expenses in the nature of treatment of life-threatening illnesses, prevention

of foreclosure under a mortgage, medical transport costs, palliative care costs and so on.

2 Details of potential income benefits

Income benefits where you retire or reach your preservation age

When you become entitled to payment of a **lump sum benefit**, the trustee may allow you to choose to receive that lump sum in the form of regularly paid income. This is called a pension. Under the trust deed, if a pension is to be paid, you may choose an allocated pension, market linked pension or a pension wholly determined by reference to policies of life assurance purchased or obtained by the trustee of a regulated superannuation fund solely for the purposes of providing benefits to members of that fund. Different types of pensions operate differently and will impact on you differently. You should discuss the right type of pensions for you in detail with the trustee before you select the pension you would like to receive.

2.1 Allocated pension

If you choose to receive an allocated pension under the terms of this trust deed, then the amount you get paid and how that amount may be varied is not specified in the trust deed. There are certain minimum rules though. You will receive a payment at least annually and the amount of those payments are restricted to maximum and minimum levels – these are calculated by reference to the balance in your pension account and your age.

2.2 Market linked pension

If you choose to receive a market linked pension under the terms of this trust deed, the term of the pension is determined by your Life Expectancy (although you may choose to calculate your life expectancy as if you were 5 years younger). In the same way as for an allocated pension, you will receive a payment at least annually and the amount of those payments are calculated by reference to the balance in your pension account and your age as at 1 July each year (the trustee will not however be able to choose an amount between maximum and minimum levels as with an allocated pension). When you are paid a market linked pension, the amount you are paid depends on the investment performance of the underlying assets and in that sense you bear the risk for poor investment performance as discussed below.

2.3 Other types of pensions

If this PDS is being provided as a consequence of an update to the fund's existing deed, then some provisions of that deed setting out other pensions which may be paid may have been preserved. You should discuss the availability or otherwise of these other pensions, which may be of the kind under which you receive payments fixed for the life of the pension (such as a life pension, life expectancy pension or flexi pension) with the trustee.

The Allocated Pension is a 'non-complying pension'. This means that, although it is allowed under superannuation law, your RBL is about half what it may otherwise be.

Income benefits where you may not have retired but you have reached your preservation age

In some circumstances, you may be able to be paid a pension before you actually retire but after you have reached your preservation age. In the fund's deed these are referred to as "Transition to retirement pensions".

2.4 Transition to retirement pensions

Once you reach your preservation age you may still be restricted from accessing your superannuation benefits (because, for instance, you may not have retired). However, once you reach your preservation age you may access a non-commutable pension, or what the fund's deed refers to as a transition to retirement pension.

A transition to retirement pension may be paid in the form of any of the types of pension referred to under heading 2 above, but additional restrictions apply if you want to commute (or cash out) a transition to retirement pension. Essentially the transition to retirement pensions are "non-commutable" but there are some very limited exceptions. If you are interested in a transition to retirement pension, you should discuss this in detail with the trustee before requesting the payment of such a pension.

Information about risks associated with the fund

3 Details of risks

The assets of fund must be invested in accordance with an appropriate investment strategy as devised by the trustee. Although the trustee decides on an investment strategy aimed at increasing the value of the fund's assets, this value can be reduced by movements in the underlying value of the funds assets, for instances movement in share or property prices. This may mean the value of the assets held in the fund for your benefit, or to pay you a pension, may be reduced. Indeed, if the performance of the fund's assets is very poor, the value of the assets held in the fund for your benefit, or to pay you a pension, may be less than the value of the contributions made to the fund on your behalf. Poor investment performance may also affect the trustee's capacity to make payments to you or to sustain the level of payments made to you.

If you choose to receive a pension, your risks vary according to the type of pension you elect to receive:

- 3.1 If you choose to receive a non-complying pension such as an allocated pension or a transition to retirement allocated pension, then the amounts you receive are calculated by reference to the value of the assets in the fund. Therefore, if the value of the assets decreases, there may be a corresponding decrease in benefit or pension amounts payable to you and you effectively bear the risk associated with potentially poor investment performance of those assets. Broadly speaking, 100% of the amount used to fund the pension will be taken into account for the aged pension means test.
- 3.2 If you choose to receive a market linked pension, or a transition to retirement market linked pension, the amounts you receive are still calculated by reference to the value of the assets in the fund and in that sense you still bear the risk associated with poor investment performance of those assets. However, broadly speaking, only 50% of the amount used to fund the pension will be taken into account for the aged pension means test.

Finally, if a benefit payable to you is commuted so that the trustee may purchase:

- an annuity from a third party (such as a life assurance company), then you will have a regular income stream and the associated risk will be born by the third party; or
- an allocated pension from a third party (such as a life assurance company), then the situation is the same as for an allocated pension from the trustee and you effectively bear the risk associated with the variations in the value of the assets which fund the allocated pension.

Information about amounts paid to the fund for or by you

4 Contributions

If you have an employer, who is an Employer Sponsor or a Participating Employer of the fund, then they must contribute a certain portion of your income to the fund. In this situation, contributions made personally by you are unlikely to be deductible for taxation purposes although if you are on a smaller wage, you may be entitled to a co-contribution from the Federal Government (that is, the Government will match your payments to set units).

If you are unemployed or self-employed, then you may make contributions to the fund yourself. These contributions are deductible for tax purposes; for example, the first \$5,000 you contribute is tax deductible. The amount which is deductible is limited to the lesser of:

- the first \$5,000 you contribute plus 75% of contributions in excess of \$5,000; and
- your Age-Based Limit for the relevant year of income.

5 Contributions-splitting

The Federal Government intends to allow spouses to split superannuation contributions between them. Contributions-splitting would allow a member to ask the trustee to transfer certain contributions (**splittable contributions**) made in respect of that member to the superannuation fund, or account, of that member's spouse. The Federal Government has proposed that only certain contributions made after 1 January 2006 will be splittable contributions and the split can only take place in respect of splittable contributions made in the previous financial year.

Information about amounts deducted from the fund

6 Debits from your Accumulation and Pension Accounts

The trustee can make deductions from your Accumulation or Pension Accounts to, for example, meet the fund's expenses, to pay taxes (or to set aside for anticipated taxes), to pay for an insurance policy or Annuity premiums or to pay an amount from your Pension Account to your Accumulation Account or vice versa.

7 Other application of income

The trustee also:

- maintains an Income Account: This is a general account of the fund and does not relate to a specific member. Amounts such as the income and profits of the fund or proceeds of insurance policies (which the trustee decides not to pay to a member or beneficiary) are paid into this account. From this Income Account the trustee can make payments to your Accumulation Account, but it may also make deductions from the Income Account to:

- pay the expenses of the fund;
- pay taxes due and payable, or likely to become due and payable;
- pay costs of insurance policies;
- meet losses suffered on disposal of an asset of the Fund and so on.
- may maintain an Equalisation Account: This is also a general account of the Fund. The trustee may decide to pay amounts into this account to:
 - smooth the investment earnings of the fund (that is, to even out years of good growth and performance with years of poor growth and performance);
 - provide for tax liabilities;
 - pay fund expenses;
 - otherwise provide for contingencies of the fund.

8 The trustee is not permitted to charge fees in relation to the services it provides to the fund.

Other significant information about the fund

9 Preservation Age

Set out below are the Preservation Ages relevant to members of the fund:

- for a person born before 1 July 1960 – 55 years
- for a person born during the year 1 July 1960 to 30 June 1961 – 56 years
- for a person born during the year 1 July 1961 to 30 June 1962 – 57 years
- for a person born during the year 1 July 1962 to 30 June 1963 – 58 years
- for a person born during the year 1 July 1963 to 30 June 1964 – 59 years
- for a person born after 30 June 1964 – 60 years.

10 Investment of fund assets

The trustee is permitted to make a wide range of investments provided that they accord with the trustee's investment strategy. The trustee is required to establish an investment strategy or strategies, outlining how the assets of the fund will be invested. The trustee can alter the strategy or strategies provided they remain appropriate. If the trustee offers more than one strategy, you may choose the appropriate strategy but you cannot choose the investments the trustee is to make within the strategy.

The trustee cannot loan money from the fund to a member or a member's relative and the assets of the fund cannot be used as security for borrowing.

11 Taxation

11.1 Income of the fund

For tax purposes, the fund's income is divided into two components:

- Special Component: which includes the fund's special income (income such as private company distributions, non arms-length income, trust distributions), reduced by tax deductions relating to that special income.
- Standard Component: which is the total of all fund income, less the

Special Component.

The Standard Component is taxed at the concessional rate of 15% in the hands of the trustee. The Special Component is taxed at the rate of 47%.

11.2 **Contributions**

Contributions to the fund (made by your employer, yourself, your spouse, etc) are generally treated as contributions of capital and will not be included in the fund's Income. However, if the person making a contribution is entitled to a tax deduction in relation to that contribution, then the contribution will usually be treated as fund Income and will be taxed as outlined above in paragraph 11.1.

Information about the deductibility of contributions is in paragraph 4 above.

11.3 **Surcharge on High Income Earners**

With effect from 1 July 2005 the superannuation contributions surcharge was abolished in respect of all contributions made **on or after 1 July 2005**. However it still applies to contributions made before that date. Concerning contributions made before this time, a Superannuation contributions surcharge is payable on your surchargeable contributions if your adjusted taxable income is greater than the relevant surcharge threshold for the relevant financial year. The relevant thresholds are as follows (note that it is likely only the most recent thresholds will be relevant to you):

Year	Lower Income Amount	Higher Income Amount	Maximum Surcharge Rate
2001/02	\$85,242	\$103,507	15%
2002/03	\$90,527	\$109,924	15%
2003/04	\$94,691	\$114,981	14.5%
2004/05	\$99,710	\$121,075	12.5%

The surcharge is payable only when you exceed the Lower Income Amount, and increases from 0.01% once your assessable income reaches the Lower Income Amount, up to the Maximum Surcharge Rate when your assessable income reaches the Higher Income Amount.

For example, the relevant Surcharge Rate for your 2003/04 Year assessable income will be scaled according to your income. This is done by calculating the Surcharge Rate as a percentage, based on your assessable income and the Lower and Higher Income Amounts for that Year. Once your assessable income reaches the Higher Income amount, the Maximum Surcharge Rate will be 14.5%.

The amount of the surcharge payable is then calculated by multiplying the Surcharge Rate by the member's "surchargeable contributions". Your surchargeable contributions include contributions made by your employer for your benefit or personal contributions for which you claimed a tax deduction.

11.4 **Low Income Spouse Rebate**

If a person makes a contribution on behalf of a member who is their low income (or no income) spouse, the person making the contribution may be entitled to a tax rebate.

Spouse's Assessable Income (AI)	Maximum Rebatable Contributions (MRC)	Maximum Rebate (18% of the lesser of)
\$0 - \$10,800	\$3,000	MRC or actual contributions
\$10,801 to \$13,799	\$3,000 – (AI - \$10,800)	MRC or actual contributions
\$13,800	\$0	\$0

For example, if the spouse's assessable income is \$5,000, the maximum amount of contributions which are rebatable is \$3,000. If actual contributions were \$2,700, then the rebate would be 18% x \$2,700 = \$486.

The current low-income spouse rebate figures, and other key superannuation rates, can be confirmed at:

<http://www.ato.gov.au/super/content.asp?doc=/content/60489.htm&mnu=26961&mfp=001/006>

Contributions for children

Since 1 July 2002, parents, grandparents, relations and friends can make contributions of up to \$3,000 in each three year period for a member who is a child. These contributions are not taxable in the hands of the trustee and will therefore not be deductible.

12 The fund deed

The fund deed is written in plain English. Provisions that are not relevant to the particular fund of which you are a member have been excluded. For example, if individuals are trustees of the fund, then all provisions relevant to a company being a trustee of the fund have been removed. Therefore, if a company is later appointed as trustee, the fund will have to be varied to include the relevant provisions.

13 Other considerations concerning investments made by the fund

The trustee is required to inform you of whether labour standards or environmental, social or ethical considerations are, or will be, taken into account when the trustee selects, retains or realises an investment. At this stage, the trustee does not take any such considerations into account. However, the trustee is obviously free to incorporate this into its investment strategy if it sees fit.

14 Contacting the trustee for additional information

If at any time you require further information including information concerning the fund, the fund deed, the fund's performance or your rights as a member, you can contact the trustee using the contact details at the beginning of this PDS.

Product Disclosure Statement - Schedule 1

Definitions

Where a term is capitalised in this PDS, the meaning is either explained below or is explained in the trust deed:

Accumulation Account means the account established for you by the trustee. Each member of the Fund has an Accumulation Account, into which are paid that member's contributions or contributions made on behalf of that member, as well as other amounts specific to that member (such as the proceeds of an insurance policy taken out by the trustee for your benefit).

Age-Based Limit means the limit on the tax deductibility of contributions made to the fund in respect of a member, as set out in Schedule 3.

Annuity refers to a financial product which is purchased by providing a lump sum (capital) to the financial product supplier who undertakes to pay you an income for a specified time. Unlike a pension, the capital disappears when you purchase the annuity and you receive a contractual right to receive income.

Commute refers to when a right to receive a **regular payment** (like pension or annuity payments) is converted into the right to receive a **lump sum payment**.

Life Expectancy means the period which a person is expected to live in addition to their age. For instance, a 40 year old Australian male would have a life expectancy of approximately 35 years. The Australian Government Actuary publishes a Life Expectancy Table, and this will be used by the trustee to calculate a member's Life Expectancy.

Normal Retirement Age has the meaning set out in Part A of Schedule 2 to this PDS.

Pension refers to a financial product which is purchased by providing a lump sum (capital) to the financial product supplier, who invests the lump sum, manages that investment, and pays you a regular income from the proceeds of those investments. As well as paying you the proceeds of the investments, the financial product supplier may include in your payments part of the initial capital you contributed.

Preservation Age means the minimum age after which your Preserved Benefits may be paid to you. Those ages are set out in paragraph 9 above.

Preserved Benefits means those benefits which can only be paid to you upon your Retirement.

RBL – Reasonable Benefits Limit means the amount which you can be paid in the form of a pension or annuity over your lifetime which will be assessed at a reduced rate of tax. Amounts paid to you above the RBL are taxed at the top marginal rate.

Retirement occurs:

- if you have reached a Preservation Age less than 60, and
 - an arrangement under which you were gainfully employed comes to an end; and
 - the trustee is reasonably satisfied that you never intend to become gainfully employed (either full time or part time); or
- in you have reached age 60 and an arrangement under which you were gainfully employed has come to an end on or after you attained that age; or

- when you reach your Normal Retirement Age and;
 - an arrangement under which you were gainfully employed comes to an end; or
 - superannuation law provides that you have retired despite still being gainfully employed.

Service Pension Age has the meaning set out in Part B of Schedule 2 to this PDS.

Superannuation Contributions Surcharge means an amount which you may be liable to pay if your taxable income is greater than the relevant superannuation surcharge level for a year of income.

Product Disclosure Statement - Schedule 2

Part A

Normal retirement age

- A man reaches normal retirement age when he turns 65
- A woman born before 1 July 1935 reaches normal retirement age when she turns 60
- A woman born from 1 July 1935 to 31 December 1936 reached normal retirement age at 60 years and 6 months
- A woman born between 1 January 1937 to 30 June 1938 reaches normal retirement age at 61 years
- A woman born between 1 July 1938 to 31 December 1939 reaches normal retirement age at 61 years and 6 months
- A woman born between 1 January 1940 to 30 June 1941 reaches normal retirement age at 62 years
- A woman born between 1 July 1941 to 31 December 1942 reaches normal retirement age at 62 years and 6 months
- A woman born between 1 January 1943 to 30 June 1944 reaches normal retirement age at 63 years
- A woman born between 1 July 1944 to 31 December 1945 reaches normal retirement age at 63 years and 6 months
- A woman born between 1 January 1946 to 30 June 1947 reaches normal retirement age at 64 years
- A woman born between 1 July 1947 to 31 December 1948 reaches normal retirement age at 64 years and 6 months
- A woman born on or after 1 January 1949 reaches normal retirement age when she turns 65.

Part B

Service pension age

- A man reaches service pension age when he turns 60 years
- A woman born before 1 July 1940 reaches service pension age when she turns 55
- A woman born between 1 July 1940 to 31 December 1941 reaches service pension age when she turns 55 years and 6 months
- A woman born between 1 January 1942 to 30 June 1943 reaches service pension age when she turns 56 years
- A woman born between 1 July 1943 to 31 December 1944 reaches service pension age when she turns 56 years and 6 months
- A woman born between 1 January 1945 to 30 June 1946 reaches service pension age when she turns 57 years

- A woman born between 1 July 1946 to 31 December 1947 reaches service pension age when she turns 57 years and 6 months
- A woman born between 1 January 1948 to 30 June 1949 reaches service pension age when she turns 58 years
- A woman born between 1 July 1949 to 31 December 1950 reaches service pension age when she turns 58 years and 6 months
- A woman born between 1 January 1951 to 30 June 1952 reaches service pension age when she turns 59 years
- A woman born between 1 July 1952 to 31 December 1953 reaches service pension age when she turns 59 years and 6 months
- A woman born on or after 1 January 1954, reaches service pension age when she turns 60 years.

Product Disclosure Statement - Schedule 3

Age- Based Limits

Age of employee	Deduction limits							
	1998/99	1999/00	2000/01	2001/02	2002/03	2003/04	04/05	05/06
Under 35	\$10,600	\$10,929	\$11,388	\$11,912	\$12,651	\$13,233	\$13,934	\$14,603
35 to 49	\$29,443	\$30,356	\$31,631	\$33,087	\$35,138	\$36,754	\$38,702	\$40,560
50 and over	\$73,019	\$75,283	\$78,445	\$82,054	\$87,141	\$91,149	\$95,980	\$100,587

The age-based deduction limits, and other key superannuation rates, can be confirmed at <http://www.ato.gov.au/super/content.asp?doc=/content/60489.htm&mnu=26961&mfp=001/006>

Definitions

Annuity means what it means under superannuation law.

Approved benefit arrangement means an arrangement into which or from which assets of the fund can be transferred without a breach of superannuation law. It includes a roll over fund, a complying superannuation fund, an approved deposit fund and an annuity arrangement.

Approved deposit fund means a fund which is a complying ADF under the *Tax Act*.

Amount standing to the credit in relation to an accumulation account, includes an amount the trustee decides to pay to that account from the equalisation account (if any).

Assets means the cash, investments and other property of the fund held by the trustee on the trusts established by or under this deed, including:

- any amount standing to the credit of the fund on or after the date when this deed commences.
- contributions made by a member.
- contributions made by an employer.
- contributions allowed by this deed that are superannuation lawfully made by another person.
- interest, dividends, distributions, profits and other benefits of any kind arising from investments and accumulation of income.
- the proceeds of any annuity or insurance policy effected by the trustee.
- the value of any annuity or insurance policy effected by the trustee.
- money, investments and other property received by the trustee as a roll over payment.
- shortfall components and financial assistance received by the trustee.

Beneficiary means a person immediately and absolutely entitled to a benefit under this deed in respect of a member. It does not include a member except where that member is immediately and absolutely entitled to a benefit under this deed in respect of another member.

Benefit means an amount payable out of the fund to or in respect of a member or beneficiary.

Benefit entitlement means an amount in the fund which may become payable to a member, dependant or beneficiary, but to which that person has not become absolutely entitled. It includes a contingent right to payment.

Binding death benefit notice means a notice given by a member or beneficiary to the trustee in accordance with regulation 6.17A of the Superannuation Industry (Supervision) Regulations and with this deed.

Business day means Monday to Friday excluding public holidays in the state or territory identified in clause 193.

Business hours means between 9am and 5pm on a business day.

Cash means what it means under superannuation law.

Complying superannuation fund means a complying superannuation fund under superannuation law.

Contributions means gross contributions made to the fund before tax in accordance with this deed.

Corporation means a constitutional corporation under superannuation law.

Dependant - *In relation to a member, former member or beneficiary (the 'primary person')*, means each of the following:

- the spouse or widow or widower of that primary person.
- any child of that primary person, including a person who, in the trustee's opinion, is or was actually maintained by the primary person as the child of the primary person.
- any person with whom the primary person has an interdependency relationship.
- any other person who, in the trustee's opinion, was substantially dependent on the primary person at the relevant time.

Doctor means a registered medical practitioner.

Eligible roll over fund means what it means in Part 24 of the *Superannuation Industry (Supervision) Act 1993*.

Eligible termination payment means the same as it means in section 27A of the *Tax Act*.

Employee means a person who is an eligible person under superannuation law for the purpose of an employer making contributions in order to avoid a liability for the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992*.

Employer means what it means under superannuation law and includes a participating employer.

Employment relationship - an employment relationship exists between two persons if any of the following applies:

- one person is an employee of the other within the ordinary meaning of that term, or within the meaning of section 15A of the *Superannuation Industry (Supervision) Act 1993*, or is taken to be an employee under superannuation law.
- one person is the trustee of a trust of which the other person, or a relative of the other person, is a beneficiary.
- one person is a member of a partnership in which the other person, or a relative of the other person, is either a partner or a director of a body corporate that is a partner.
- one person is a member of a partnership in which the other person, or a relative of the other person, is a beneficiary of a trust, the trustee of which is a partner.

However, an employment relationship does not exist between two persons if superannuation law has the contrary effect.

Expenses of the fund means the expenses for which the trustee is entitled to be reimbursed under this deed.

Family Law Act means the *Family Law Act 1975* (Cwlth).

Full time gainful employment in relation to a member, means gainfully employed on a full time basis within the meaning of superannuation law.

Fund earning rate means the positive or negative earning rate the trustee determines after taking account of any provision or reserve for future contingencies.

Fund year means the 12 month period ending on 30 June or a substitute date decided on by the trustee. At the beginning of the trust, and at the end of the trust, it means the lesser period ending on that date, or commencing on the following day.

Gainful employment means what it means under superannuation law. It includes full time and part time gainful employment.

Insurance policy means an insurance policy effected on the life of the member or a beneficiary of the member or in respect of the member's or beneficiary's illness, accident or disablement.

Interdependency relationship has the same meaning as in the *Superannuation Industry (Supervision) Act 1993*.

Levy means a levy payable by the fund under superannuation law.

Nominated dependant means a person nominated (except in a death benefit notice) by a member as his or her 'nominated dependant'. The nomination must, in the trustee's opinion, be in accordance with superannuation law.

Non-binding nomination form means a notice given by a member or beneficiary to the trustee in the form set out in Part 2 of Schedule 2, but which does not meet the requirements of regulation 6.17A of the Superannuation Industry (Supervision) Regulations.

Non-member spouse means a person who is:

- a spouse or former spouse of a member; or
- a Non-Member Spouse within the meaning of that term under Part VIII B of the *Family Law Act 1975*.

Non-preserved amount means an amount (including a roll over payment) that is payable to or in respect of a member that is not subject to cashing restrictions under superannuation law at the time of payment.

Normal retirement age means 65, or a substitute age that is at least 55 (or, if the trustee is not a corporation, 60) that is accepted or required by superannuation law and is agreed by the trustee.

Part time equivalent level means gainful employment for at least 240 hours during the financial year that ended on the last occurring 30 June.

Part time gainful employment means a person who is employed for at least 520 hours per annum or who meets any other requirement set out in superannuation law.

Participating employer means an employer the trustee admits as a participating employer under clause 47.

Payment flag means an agreement or court order referred to in clause 136.

Payment split means a payment split under Part VIII B of the *Family Law Act 1975*.

Pension account means a pension account established under clause 86.

Pension age means what it means under superannuation law.

Preservation age means what it means under superannuation law.

Preserved benefit has the same meaning as preserved payment benefit.

Preserved payment means a payment made to the fund which is required to be preserved under superannuation law if the fund is to be a complying superannuation fund.

Preserved payment benefit means a benefit arising from a preserved payment.

Regulator means the particular Commonwealth body responsible for the administration of the relevant aspect of superannuation. It may be the Regulator of Taxation, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission or some other body.

Relative for the purpose of the definition of 'employment relationship' and for the purpose of eligibility to be a trustee, means each of the following in respect of a person:

- a parent, grandparent, child, grandchild, sibling, uncle, aunt, great aunt, great uncle, nephew, niece, first cousin or second cousin of the person;
- another person who has any such relationship to the person by reason of adoption or re-marriage;
- the spouse or former spouse of the person or of any of the persons listed in the previous bullet points.

For any other purpose, means each of the following in respect of a person:

- the parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child of the person or of the spouse of the person;
- the spouse of the person or of any person listed in the previous bullet point.

Retires in relation to employment, means retirement for the purpose of the payment of benefits under superannuation law.

Reversionary beneficiary means a dependant nominated by a pensioner at the commencement of the pension as his or her residuary beneficiary.

Roll over payment means an eligible termination payment made or received by the trustee in accordance with superannuation law. It includes either a capital gains exempt amount or a deemed eligible termination payment in relation to that exempt amount under superannuation law.

RSA Regulations means the regulations made under the *Retirement Savings Account Act 1997*.

Securities includes fully paid and partly paid shares, fully paid and partly paid stocks, debentures, notes, bonds, mortgages, options and other similar securities. Neither security nor registration is required.

Self managed superannuation fund means what it means under the *Superannuation Industry (Supervision) Act 1993*.

Shortfall component means what it means in section 64 of the *Superannuation Guarantee (Administration) Act 1992* and regulations made under that Act.

SIS Regulations means the Superannuation Industry (Supervision) Regulations 1994, as amended from time to time.

Spouse means a person legally married to the member at any time; and a person who is not legally married to the member, but who, in the trustee's opinion, lives or lived with the member on a bona fide domestic basis as the partner of that member.

If there are 2 or more persons who are spouses within this definition, 'spouse' means that person or those persons whom the trustee decides to treat as the spouse or spouses.

Superannuation law means any law of the Commonwealth of Australia including the *Corporations Act 2001* and the *Social Security Act 1991*, which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the fund by the Commissioner of taxation, the Australian Tax Office, APRA, ASIC or any other body that has responsibility in connection with the regulation of superannuation. It includes changes to any superannuation law after the date of this deed. It also includes any proposed law or lawful requirement that the trustee believes may have retrospective effect.

Tax includes any form of taxation, surcharge, levy, duty or other government charge that the trustee is required to pay out of the fund, or a member, former member or beneficiary is required to pay.

Tax Act means the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997*, as appropriate, and the regulations made under the relevant Act.

Taxation includes any tax, charge duty or levy of any type paid or payable by the trustee, or by a member, former member or beneficiary, in relation to any part of the fund.

Temporary total disablement means what it means in the relevant policy effected by the trustee.

If there is no such policy, it means total physical or mental disablement that is not total and permanent disablement that makes the relevant member incapable of continuing in the gainful employment that the member was in immediately before the incapacity.

Total permanent disablement means what it means in the relevant policy effected by the trustee.

If there is no such policy, it means such total physical or mental disablement that the trustee is reasonably satisfied that the relevant member is unlikely ever again to be able to engage in gainful employment for which the member is reasonably qualified by education, training or experience.

Trustee means 'the trustees'.

Unclaimed benefits means benefits described as 'unclaimed money' under superannuation law.

Unrestricted non-preserved benefit means what it means under superannuation law.

Withdrawal benefit means the minimum benefit that must be paid to a member on withdrawal from the fund under superannuation law.

To the extent that a member's contributions have been applied towards an endowment or whole of life policy, the member's withdrawal benefit is the surrender value of that policy.

Schedule A

The new terms for the Trust Deed for the
SHOOKS SUPERANNUATION FUND
as updated by a Deed of Variation dated 13 February 2006

SHOOKS SUPERANNUATION FUND

Minutes of Meeting of the Trustees of the SHOOKS SUPERANNUATION FUND

Venue	12 Herschell Circuit, Flynn, ACT 2615
Date	13 February 2006
Present	Lance Shooks Christina Shooks
Chair	Lance Shooks

Amendment of the fund's trust deed

- 1 **Noted** by the persons present that a deed entitled 'Deed of Variation of Superannuation Trust Deed for the SHOOKS SUPERANNUATION FUND' had been proposed and that it was the desire of the persons present for that deed, which is to vary the SHOOKS SUPERANNUATION FUND's existing deed, to be given effect.
- 2 **Resolved unanimously** by the persons present that the SHOOKS SUPERANNUATION FUND's trust deed be amended by the trustee(s) executing the document entitled 'Deed of Variation of Superannuation Trust Deed for the SHOOKS SUPERANNUATION FUND'.

Notice to members

- 3 **Resolved unanimously** by the persons present that the members of the fund be given notice of the amendment described above by sending to each of them a 'Notice to Members' in the form of a copy of the deed of variation and a copy of the new terms of the fund's deed and by drawing their attention to the Product Disclosure Statement in Schedule 6 of those new terms.
- 4 There being no further matters to discuss, the meeting was closed.

Date:

13.2.06

Signed:


Lance Shooks
Chair

Deed of Variation of Superannuation Trust Deed for the

SHOOKS SUPERANNUATION FUND

13 February 2006

Trustees: Lance Shooks and Christina Shooks

Gorrell Long Robertson
Efkon House
PO Box 3875
Weston ACT 2611
Tel: 0262872655
Fax:
rebekah@gorrellong.com.au

Maddocks
Level 7
140 William Street
Melbourne VIC 3000
Tel: 03 9288 0555
Fax: 03 9288 0666
geoff.musgrove@maddocks.com.au
www.maddocks.com.au

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Deed of Variation of Superannuation Trust Deed for the SHOOKS SUPERANNUATION FUND.

13 February 2006

Lance Shooks of 12 Herschell Circuit

Flynn, ACT, 2615

Australia and **Christina Shooks** of 12 Herschell Circuit

Flynn, ACT, 2615

Australia (together, **Trustee**)

and

Lance Shooks of 12 Herschell Circuit

Flynn, ACT, 2615

Australia (Member)

and

Christina Shooks of 12 Herschell Circuit

Flynn, ACT, 2615

Australia (Member)

Background

- 1 This deed supplements the original deed.
- 2 The trustee is the trustee of the fund, the members are the members of the fund and the fund was established by the original deed.
- 3 Clause 8.1 of the original deed provides that the trustee may by deed vary the provisions of the original deed subject to the limitations contained in the original deed and superannuation law.
- 4 The parties wish to vary the original deed by deleting all of its provisions and replacing them with the provisions contained in Schedule A to this deed.

This Deed witnesses

Variation of original deed

- 1 The original deed is varied by this deed, with effect from the effective date, by deleting all the provisions of the original deed, including any schedules or appendices, and replacing them with the provisions contained in Schedule A to this deed.

The parties consent to the variation

- 2 The parties consent to the variation of the original deed by this deed and each of them (with the exception of the members) has passed a resolution to this effect.

Compliance with original deed

- 3 The parties are satisfied that the requirements of the original deed have been complied with in this deed.
- 4 The parties do not consider that this deed has either of the following effects:
- reducing or adversely affecting the rights of a member to accrued entitlements that arose before the effective date;
 - reducing the amount of any other entitlement that is or may become payable in relation to a time before the effective date.
- 5 Furthermore, the parties do not consider that this deed will allow any further amendments to the terms governing the fund that will have the effect of:
- unless the trustee is a corporation, altering the purpose of the fund so that it is no longer solely or primarily the provision of old age pensions under superannuation law.
 - unless the sole or primary purpose of the fund is to provide old age pensions to members, allowing any person except a corporation to be appointed trustee of the fund.

Compliance with superannuation law

- 6 The parties are satisfied that the requirements of the superannuation law have been complied with. They will, if required to do so by superannuation law, notify the fund's members of the variation to the original deed effected by this deed.

Continued operation

- 7 The original deed remains effective and unaltered, except as varied by this deed. The trustee declares that as from the effective date, it will stand possessed of the assets of the fund and the income of the fund upon the trusts and with and subject to the powers and provisions contained in the original deed as varied by this deed.

Definitions and interpretation

- 8 Unless the context otherwise requires the words defined in the original deed have the same meaning whenever they appear in this deed.

- 9 In this deed, unless expressed or implied to the contrary:

Deed means this deed of variation.

Effective date means the date of execution of this deed.

Fund means the trust fund known as SHOOKS SUPERANNUATION FUND.

Original deed means the document entitled 'SHOOKS SUPERANNUATION FUND' made on 13 March 2003 between Lance Shooks and Christina Shooks.

Superannuation law means any law of the Commonwealth of Australia which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the fund of the Commissioner of Taxation, the Australian Tax

Office, APRA, ASIC or any other body that has responsibility in connection with the regulation of superannuation. It includes any change to any superannuation law after the date of this deed. It also includes any proposed law or lawful requirement that the trustee believes may have retrospective effect.

Execution

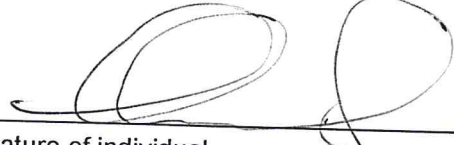
Executed as a deed.

Dated: 13. 2 . 06

Signed sealed and delivered by Lance Shooks in the capacity of trustee in the presence of:



Signature of witness

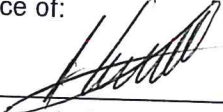


Signature of individual

Bryce Gorrell

Name of witness (please print)

Signed sealed and delivered by Christina Shooks in the capacity of trustee in the presence of:



Signature of witness

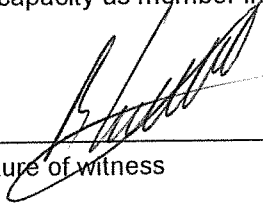
Christina Shooks

Signature of individual

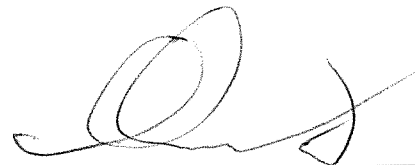
Bryce Gorrell

Name of witness (please print)

Signed sealed and delivered by Lance Shooks
in the capacity as member in the presence of:



Signature of witness

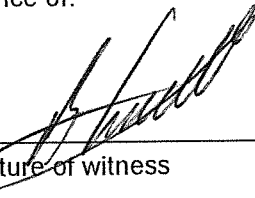


Signature of member

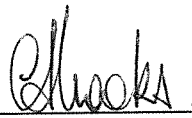
Bryce Gorrell

Name of witness (please print)

Signed sealed and delivered by Christina
Shooks in the capacity as member in the
presence of:



Signature of witness



Signature of member

Bryce Gorrell

Name of witness (please print)

**SELF MANAGED SUPERANNUATION FUND
DEED OF AMENDMENT FOR**

Shooks Superannuation Fund

**GLR Accountants
Unit 5 Efkon House
20-24 Trenergy Street
Weston ACT 2611**

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Smartcorp

Office 4
4 Gladstone Road
Castle Hill NSW 2154
Tel: 1300 856 972

DGF Morgan & Associates Pty Ltd

Solicitors and Attorneys
Suites 215-216, Level 2
111 Harrington Street
Sydney NSW 2000
Tel: 02 9262 2077
Fax: 02 9262 2144
Email: info@dgmorgan.com.au

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REFERENCE SCHEDULE

DEED OF AMENDMENT

This Deed is dated as specified in the Reference Schedule.

PARTIES

The parties named in the Reference Schedule.

BACKGROUND

- A. The Trustee named in the Reference Schedule is the Trustee of the superannuation fund named in the Reference Schedule ("Fund").
- B. The Fund was constituted by the deed or documents including those described as Prior Governing Rules referred to in the Reference Schedule.
- C. Included as a party to this Deed is the party referred to as the "Parties who have Power to Amend" in the Reference Schedule.
- D. The main purpose of this Deed is to amend the Prior Governing Rules given changes to provisions of the SIS Act and regulations and other laws in accordance with the Amending Power referred to in the Reference Schedule.
- E. The parties named in the Reference Schedule consent to the amendments in this Deed.
- F. The Fund is a complying fund within the meaning of the SIS Act.

1. OPERATIVE PROVISIONS

1.1 Amendments

In accordance with the Amending Power referred to in the Reference Schedule, the Parties who have Power to Amend the Prior Governing Rules (referred to in the Reference Schedule), with the consent of the other parties to this Deed, amend the Prior Governing Rules and any other rules operative in respect of the Fund by deleting the operative provisions of those Prior Governing Rules and substituting the provisions of this Deed commencing with paragraph 2.

1.2 Notice

The parties agree that subject to the SIS Act and the Corporations Act 2001 (Cth), the provisions of this Deed executed by the parties satisfy any provision of the Prior Governing Rules, SIS Act and the Corporations Act 2001 (Cth), to provide notice of the amendments contained in this Deed.

1.3 Amendments Not to Adversely Affect Rights or Entitlements of Members

The amendments contained in this Deed do not and are not to be interpreted as:

- (a) reducing or adversely affecting the rights of a Member to accrued entitlements arising before the date of this Deed;
- (b) reducing the amount of any other entitlement that is or may become payable in respect of a period before the date of this Deed;

and such provisions of the Prior Governing Rules as the Trustee determines (whether determined before or after the date of this Deed) shall continue to apply if necessary to give effect to this subparagraph unless such reduction or effect is required to comply with the Superannuation Conditions.

1.4 Amendments Not to Alter Certain Provisions

No provision of this Deed shall have the effect of:-

- (a) altering the entitlement of any Member who is in receipt of a pension that has commenced to be paid before the date of this Deed and that is being paid in accordance with the SIS Act and the Prior Governing Rules, without the relevant Member's written consent.
- (b) varying or deleting any provision of the Prior Governing Rules that, under those rules, is incapable of variation or deletion, which provisions, if any, remain operative to that extent only.

1.5 Principal Employer

If a Principal Employer is specified in the Reference Schedule, being a Principal Employer as provided in the Prior Governing Rules, that office of Principal Employer is vacated by that Principal Employer and the provisions of this Deed do not maintain that office however the entity that is described as Principal Employer may make contributions to the Fund in respect of a Member of the Fund, if the Superannuation Conditions permit.

2. INTERPRETATION AND DEFINITIONS

2.1 Interpretation

In this Deed, unless the contrary intention appears or is implicit from the context:-

- (a) The singular includes the plural and vice versa;
- (b) Headings are for convenience and reference only and do not affect the interpretation of this Deed;
- (c) A reference to a clause, paragraph, sub-paragraph or schedule is a reference to a clause, paragraph, sub-paragraph or schedule of this Deed;
- (d) An expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
- (e) A reference to a statute, statutory provision or regulation or other instrument includes all amendments, consolidations or replacements thereof and includes all other declarations, modifications or other statutory instruments made under them;
- (f) A reference to a party to a document includes that party's Legal Personal Representatives, successors and permitted assigns;
- (g) A covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally;
- (h) A reference to a body, whether statutory or not, that has ceased to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (i) "Including" and similar expressions are not words of limitation; and
- (j) Any word or expression which is defined in the Act has in this Deed the meaning given to it by the Act. To the extent that a meaning given to a word or expression in this Deed is inconsistent with the meaning given to it by the Act the meaning given by the Act prevails unless the contrary intention appears. Where more than one meaning may be given then the Trustee may determine which meaning applies.

2.2 Definitions

The following words have the following meanings unless the contrary intention appears and subject to this paragraph 2.

"Act" means the SIS Act (and includes the SIS Regulations), the Superannuation Guarantee (Administration) Act 1992 (Cth), the Tax Act, Veterans' Entitlements Act 1986 (Cth), Social Security

Act 1991 (Cth), Family Law Act 1975 (Cth), Corporations Act 2001 (Cth), Superannuation (Self Managed Superannuation Funds) Taxation Act 1987 (Cth) and any other legislation (as may be amended from time to time) that applies to a Self Managed Superannuation Fund and includes any regulations, declarations or orders, exemptions or modifications made under those Acts or any other law, or any requirement of the Regulator, including those which the Fund must satisfy to qualify for the most favourable tax treatment available to a self managed superannuation fund; which the Trustee or the Fund must comply with to avoid any penalty or disadvantage which might be incurred in connection with the operation of the Fund; or which otherwise have application to the entitlement of a Member or other person to a tax deduction in respect of the Fund.

"Account based pension" means a pension first provided on or after 1 July 2007 in accordance with SIS Regulation 1.06(9A)(a) that meets the applicable standards of the SIS Regulation 1.06(9A).

"Auditor" means an approved self managed superannuation fund auditor as defined in section 10 SIS Act.

"Beneficiary" means a Member, Dependant or other person entitled to receive a benefit under this Deed subject to the SIS Act.

"Cashing Restrictions" has the meaning in SIS Regulation 6.01(2).

"Child" has the meaning in the SIS Act.

"Complying fund" means a fund that complies with section 42A SIS Act.

"Constitutional Corporation" has the meaning in section 10(1) SIS Act.

"Condition of Release" has the meaning in SIS Regulation 6.01(2).

"Deed" means this Deed or any alteration to, addition to or variation made to it from time to time except where the context otherwise requires.

"Dependant" means in relation to a Member or former Member:-

- (a) the Spouse or widow of a deceased Member;
- (b) a Child of a Member or a former Member;
- (c) any person with whom the Member is or was in an Interdependency Relationship at the relevant time; and
- (d) any person who, in the Trustee's opinion, was financially dependent on the Member at the applicable time.

"Eligible Person" means any person who may be admitted to membership and whose admission would not cause the Fund to be in breach of the Superannuation Conditions.

"Eligible Recipient" means a Member, the Legal Personal Representative of a Member, a Dependant of a Member, a Pensioner, a Reversionary Beneficiary or any other person who is or may become entitled to the payment of a benefit from the Fund, subject to the Superannuation Conditions.

"Employee" has the meaning in section 10 SIS Act.

"Employer" has the meaning in section 10 SIS Act.

"Equalisation Account" means an account kept in accordance with sub-paragraph 33.3.

"Financial Year" means the accounting period selected by the Trustee for the Fund. It must not exceed twelve months and may at times be less than twelve months.

"Gainful Employment" means employment or self employment for gain or reward in any business, trade, calling or occupation or employment as required by the Superannuation Conditions.

"Income stream" includes a pension and an annuity.

"Interdependency Relationship" has the meaning in section 10A SIS Act.

"Legal Personal Representative" has the meaning in section 10 SIS Act.

"Member" means a person who has been admitted to the Fund and where the context so requires or permits or the SIS Act or Superannuation Conditions requires, includes a former Member and a Pensioner or their Legal Personal Representative.

"Member Account" means a Member's accumulation account or pension account recorded by the Trustee, as applicable.

"Member's Benefit" in respect of a Member is the net amount standing to the Member's credit in that Member's accounts including the Employer's contribution account (if any), the Member's contribution account and the vested Employer's contribution account (if any) plus the realisable value (if any) at that time of any policy of insurance owned by the Trustee on the life of that Member or paid for out of that Member's Employer's contribution account (if any), Member's contribution account or vested Employer's contribution account (if any) or other Member's account.

"Minor" means a person under 18 years of age.

"Nomination" has the meaning given by sub-paragraph 28.1.

"Old-Age Pensions" means a pension referred to in paragraph 51(xxiii) of the Constitution.

"Payment Split" has the meaning in section 90MD Family Law Act 1975.

"Pensioner" means a member eligible to receive or is receiving benefits that are payable as a pension, former Member or the Dependant of a deceased Member, former Member or Pensioner who is in receipt of or who is entitled to a pension.

"Permanently Incapacitated" has the meaning in the SIS Act.

"Preservation age" has the meaning in the SIS Regulations.

"Preserved" means the portion of an account or a benefit that is preserved for the benefit of a Member under the Superannuation Conditions.

"Prior Governing Rules" means rules of the Fund that applied immediately before the date of this Deed, if any.

"Regulated Superannuation Fund" has the meaning in the Superannuation Conditions.

"Regulator" means the Regulator defined in the Act and includes the Commissioner of Taxation, the Australian Prudential Regulation Authority, or the Australian Securities & Investments Commission, as may be appropriate having regard to the provisions of the Act and the nature of the Fund, and any other governmental authority responsible for administering or regulating the laws or rules relating to superannuation funds including the taxation of superannuation funds.

"Related Party" has the meaning in section 10 SIS Act.

"Request" has the meaning given by sub-paragraph 26.5.

"Reserve Account" means an account referred to in sub-paragraph 19.1(d) or otherwise established to hold reserves under this Deed.

"Retire" has the meaning given by SIS Regulations 6.01(2) and **"Retirement"** has a corresponding meaning.

"Reversionary Beneficiary" means a Dependant who becomes entitled to a benefit in respect of a superannuation interest of a Member, when the Member dies.

"Self Managed Superannuation Fund" has the meaning in the SIS Act.

"SIS Act" means the Superannuation Industry (Supervision) Act 1993 (Cth) as amended from time to time and the SIS Regulations from time to time made in accordance with that Act.

"SIS Regulations" mean the regulations made under the SIS Act as amended from time to time and includes any applicable modification declaration.

"Splittable Contribution" has the meaning in SIS Regulation 6.40.

"Spouse" has the meaning in section 10 SIS Act.

"Standard" means a standard prescribed by the SIS Act.

"Superannuation Conditions" subject to paragraph 2.4 means:-

- (a) any relevant requirement of the Act or proposed changes to the Act that apply;
- (b) any determination or other writing of the Regulator that the Trustee considers is applicable to the Fund;
- (c) any other ruling or requirement relating to self-managed superannuation funds in respect of the above matters that in the Trustee's opinion should be complied with;
- (d) any proposed requirements of the Regulator that may apply to the Fund which the Trustee determines should be complied with to obtain maximum tax concessions for the Fund; and
- (e) any provision of the Act or proposed requirement that must be complied with for an Employer or Member to obtain a tax deduction in respect of contributions to the Fund unless the Employer or Member, as applies, does not seek a tax deduction.

"Tax Act" means the Income Tax Assessment Act 1936 and Income Tax Assessment Act 1997 as applicable.

"Temporary Incapacity" has the meaning in SIS Regulation 6.01(2).

"Trustee" means the trustee or the trustees for the time being of the Fund and **"Trustees"** has the same meaning.

2.3 Compliance

Despite any other provision of this Deed, including any provision (other than paragraph 3) which states that it is to apply despite any other provision of this Deed:-

- (a) subject to this paragraph, the Trustee must comply with the Superannuation Conditions that apply to the Fund and this Deed is subject to the applicable requirements of the Act.
- (b) all standards, covenants and other requirements of the Act that must be included in this Deed from time to time for the Fund to be a Complying Fund ("Mandatory Provisions") are deemed to be included in this Deed, whether or not they are specified in the Deed. If there is any inconsistency between any Mandatory Provision and any other provision of this Deed, the Mandatory Provision prevails and the other provisions of this Deed are modified or deleted to the extent of the inconsistency. However, if a Mandatory Provision is no longer required to be included or the Regulator does not require it to be included or complied with, then that Mandatory Provision ceases to be included.
- (c) if a provision of this Deed would otherwise be invalid in whole or in part because it subjects the Trustee to direction by another person then the provision is taken not to subject the Trustee to direction by that person but to give the Trustee the power to treat such a direction as a request only.
- (d) if a provision of this Deed would otherwise be invalid in whole or in part because it permits a person to exercise a discretion without the consent of the Trustee then that provision is taken to require the Trustee's consent for the exercise of the discretion.
- (e) the Trustee
 - (i) may do or procure to be done any acts, matters or things that in the opinion of the Trustee may be necessary or desirable to comply with the Superannuation Conditions;

- (ii) must refrain from doing any act, matter or thing that would result in a breach of the Superannuation Conditions; and
 - (iii) must do everything required to enable the Fund to become and continue to be a Complying Fund for the purposes of the SIS Act.
- (f) for any period that the Fund is no longer a Self Managed Superannuation Fund and if there are fewer than five members and provided that the trustee is licensed or approved by the Australian Prudential Regulation Authority to act as trustee of such fund, then this Deed shall be interpreted accordingly and may be amended as necessary to ensure that the Fund remains a Complying fund.

2.4 Inconsistencies with the Superannuation Conditions

Where it appears to the Trustee that there is any inconsistency or difference between:-

- (a) any provision of any applicable legislation or other laws *and* another provision or provisions;
- (b) the rulings of the Regulator *and* other rulings of the Regulator;
- (c) a provision of this Deed *and* another provision of this Deed; *and/or*
- (d) anything referred to in any of the above sub-paragraphs, *and* any other thing referred to any other sub-paragraph,

then subject to the Superannuation Conditions, the Trustee may determine, either generally or in respect of any particular application, in their absolute discretion, which provision or ruling applies and the Deed must be construed accordingly.

2.5 Proper Law

This Deed is governed and construed and takes effect in accordance with the laws of the State or Territory of residence of the Trustee or if the Trustee is a Constitutional Corporation, the State or Territory of the address of its registered office unless the Trustee resolves otherwise. Any person having or claiming any interest under this Deed must submit to the jurisdiction of the courts of that State or Territory.

2.6 Saving Provision

To the extent any provision of this Deed would be void or invalid, but for this sub-paragraph ("an invalid provision"):-

- (a) where a reading down or limitation of the operation of the invalid provision would remove the voidness or invalidity, that must be done in construing the Deed;
- (b) where it is not possible to apply sub-paragraph (a), the invalid provision is severed from the Deed; *and*
- (c) in any event, an invalid provision does not affect the continued operation of the remainder of the Deed.

2.7 Trustee must comply with the Law

The Trustee is not in breach of this Deed if the breach arises from an act or failure that the Regulator waives or does not enforce.

2.8 Power to comply with Family Law

The Trustee may do anything that it considers necessary to comply with the SIS Act and Part VIII B Family Law Act 1975 (Cth).

3. SOLE PURPOSE TEST

3.1 Core Purposes

The Trustee must ensure that the Fund is maintained solely for one or more of the core purposes or both one or more of the core purposes and for one or more of the ancillary purposes provided in the SIS Act.

3.2 Sole Purpose

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

4. CONSTITUTION OF FUND

4.1 Trusts

The assets of the Fund are vested in the Trustee who stands possessed of the same upon trust to apply the same in the manner and for the objects and purposes of the Fund as set out in this Deed and any amendment.

4.2 Perpetuities

The Fund must be terminated if the rule of law known as the rule against perpetuities applies to the Fund, on the expiration of the maximum period allowed under that rule for the duration of the trusts established under this Deed.

4.3 Trustee

The Trustee may create sub-funds separately for each Member or more than one Member or maintain one fund for the benefit of all Members. A sub-fund must have an investment strategy and accounts for it in the books and records of the Fund and only the Member or Members of that sub-fund have an interest in it.

5. NOTICE OF ELECTION

5.1 Trustee to give notice to become a Regulated Superannuation Fund

The Trustee must give to the Regulator the appropriate notice electing that the SIS Act is to apply in relation to the Fund.

6. STATUTORY COVENANTS

6.1 Section 52B SIS Act

The purpose of this sub-paragraph is explanatory only and is subject to the provisions of section 52B SIS Act (as amended from time to time). Section 52B provides:-

Covenants to be included in governing rules - self managed superannuation funds Governing rules taken to contain covenants

(1) *If the governing rules of a self managed superannuation fund do not contain covenants to the effect of the covenants set out in this section, those governing rules are taken to contain covenants to that effect.*

General covenants

(2) *The covenants referred to in subsection (1) are the following covenants by each trustee of the fund:*

- (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 perform the trustee's duties and exercise the trustee's powers in the best interests of the beneficiaries;*

- (d) *to keep the money and other assets of the fund separate from any money and assets, respectively:*
 - (i) *that are held by the trustee personally; or*
 - (ii) *that are money or assets, as the case may be, of a standard employer-sponsor, or an associate of a standard employer-sponsor, of the fund;*
- (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) *to formulate, review regularly and give effect to an investment strategy that has regard to the whole of the circumstances of the fund including, but not limited to, the following:*
 - (i) *the risk involved in making, holding and realising, and the likely return from, the fund's investments, having regard to its objectives and its expected cash flow requirements;*
 - (ii) *the composition of the fund's investments as a whole including the extent to which the investments are diverse or involve the fund in being exposed to risks from inadequate diversification;*
 - (iii) *the liquidity of the fund's investments, having regard to its expected cash flow requirements;*
 - (iv) *the ability of the fund to discharge its existing and prospective liabilities;*
- (g) *if there are any reserves of the fund--to formulate, review regularly and give effect to a strategy for their prudential management, consistent with the fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;*
- (h) *to allow a beneficiary of the fund access to any prescribed information or any prescribed documents.*

Trustee not prevented from engaging or authorising persons to act on trustee's behalf

- (3) *A covenant referred to in paragraph (2)(e) does not prevent the trustee from engaging or authorising persons to do acts or things on behalf of the trustee.*

Covenant referred to in paragraph (2)(f)

- (4) *An investment strategy is taken to be in accordance with paragraph (2)(f) even if it provides for a specified beneficiary or a specified class of beneficiaries to give directions to the trustee, where:*
- (a) *the directions relate to the strategy to be followed by the trustee in relation to the investment of a particular asset or assets of the fund; and*
 - (b) *the directions are given in circumstances prescribed by regulations made for the purposes of this paragraph.*

7. STATUTORY REQUIREMENTS

7.1 Self Managed Superannuation Fund

Subject to sub-paragraph 3.2 and despite any other provision of this Deed, the Trustee is empowered to do all things necessary to be done by it to ensure that the Fund satisfies the conditions applicable to Self Managed Superannuation Funds regulated in accordance with the SIS Act.

8. ALTERATIONS TO THE DEED

8.1 Methods to alter Deed

- (a) Subject to this paragraph 8 and the Superannuation Conditions, this Deed may be amended:-
- (i) by deed executed by the Trustee and, where the Superannuation Conditions require it, with the consent of the Members; or
 - (ii) by oral or written resolution of the Trustee and subject to compliance with the Superannuation Conditions.

- (b) For the purposes of this paragraph 8, "amend" includes any addition, variation, modification, alteration or deletion.

8.2 Effective Date

An amendment may be made with immediate or prospective effect. It may be made with retrospective effect unless retrospective effect is not permitted by law.

8.3 Prohibition

Subject to the Superannuation Conditions, this Deed must not be amended in such a way that:-

- (a) a person other than a Constitutional Corporation would be eligible to be appointed as Trustee unless the Deed or any amending deed, provides 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;
- (b) the sole or primary purpose of the Fund would be a purpose other than the provision of Old-Age Pensions unless the Deed or any amending deed provides and will continue to provide after the amendment is made, that the Trustee must be a Constitutional Corporation; or
- (c) reduces a Member's accrued benefit without the Member's consent or causes a breach of the rule against perpetuities.

8.4 Notice to be given to Members following alteration

The Trustee must give to each Member such information or notice in respect of the amendments as may be required by the Superannuation Conditions.

8.5 Amendments affecting Member specific assets to be considered

The Trustee must, when amending this Deed, consider provisions of this Deed, if any, requiring assets to be held for a specific Member pursuant to sub-paragraph 15.6(e) or otherwise held by the Trustee for a specific Member.

9. MEMBERSHIP

9.1 Eligibility

Subject to the Superannuation Conditions:-

- (a) any Eligible Person may make an application in writing to the Trustee in a form approved by the Trustee from time to time to join the Fund; or
- (b) a person may be deemed by the Trustee to be a Member if despite sub-paragraph 9.1(a), a contribution has been accepted by the Trustee in respect of that Member and the Trustee resolves at any time that the person is approved as a Member.

9.2 Trustee may accept or refuse

The Trustee may accept or refuse any application for membership in the Trustee's absolute discretion by written resolution and must notify the person of its decision. The Trustee is not required to give any reason for any refusal.

9.3 Member bound by Deed

A person upon becoming a Member is deemed to have consented to and to be bound by the provisions of the Deed.

9.4 Minors

Subject to the Superannuation Conditions:-

- (a) A Minor may be a Member of the Fund.
- (b) The Minor's parent or guardian must make the application for the Minor to become a Member, in a form approved by the Trustee.

- (c) Decisions in relation to the Minor's membership must be made by the Minor's parent or guardian until the Minor is 18 years or after the Minor is 16 years provided that the parent or guardian notifies the Trustee in writing that the Minor will be making decisions in relation to the Minor's membership.
- (d) When the Minor is 18 years the Minor becomes a director of the Trustee of the Fund (or a Trustee) provided that the Trustee has done everything necessary to appoint the Minor as a director of the Trustee (or as a Trustee) however this does not apply if the Minor is not permitted by the Superannuation Conditions to become a trustee of the Fund and in that case, any person permitted by the Act may be a trustee or a director of the corporate trustee of the Fund.

10. TRUSTEES

10.1 Who can be Trustee

Subject to sub-paragraph 3.2:-

- (a) if the Trustee is a Constitutional Corporation, each Member of the Fund must be a director of that corporation however this does not apply to a Member under a legal disability or otherwise not permitted to become a director of the Trustee of the Fund and in that case any person permitted by the SIS Act may be a director of the corporate trustee instead of that Member; or
- (b) if the Trustees are individuals, each Member of the Fund must be a Trustee however this does not apply to a Member under a legal disability or otherwise not permitted to become a Trustee of the Fund and in that case any person permitted by the Act may be a trustee instead of that Member.

10.2 Trustees and SMSF requirements

- (a) The provisions of section 17A SIS Act identify the conditions that must be met for the Fund to become or remain a Self Managed Superannuation Fund.
- (b) If the Fund has individual trustees, the number of Trustees must be more than one but fewer than five and if the Fund has a corporate trustee, an additional trustee may not be appointed. A corporate trustee and an individual trustee is not permitted.

10.3 Written consent of Trustee required

A person or a corporate trustee and its directors must consent to their appointment in writing prior to the appointment being made as provided by section 118 SIS Act.

10.4 Consent of new Members to Trustee

A person joining the Fund as a Member consents, as a condition of joining the Fund:-

- (a) to the Trustee, at the date of the Member so joining, continuing to act as Trustee; and
- (b) to being appointed as a Trustee of the Fund, or if the Trustee is a Constitutional Corporation, to being appointed as a director of that body corporate; unless that Member is under a legal disability.

10.5 Chairperson

The chairperson of any meeting of the Trustee that is not a Constitutional Corporation does not have in that capacity any second or casting vote.

10.6 Meetings of Members

The Trustee may establish procedures and policies for the regulation of meetings of Members.

10.7 Decisions of Trustee

If required by the Superannuation Conditions, a decision of:-

- (a) the individual Trustees of the Fund; or

- (b) the board of directors of the corporate Trustee of the Fund;

must be taken not to have been made, or to be of no effect, if fewer than two thirds of the total number of the Trustees or directors, as the case requires, voted for it. Otherwise a majority vote is sufficient.

10.8 Vacancy in Office of Trustee

Subject to the Superannuation Conditions:-

- (a) if a person who is a Trustee:-
 - (i) dies;
 - (ii) loses legal capacity;
 - (iii) retires by written notice to the Members and any other Trustee;
 - (iv) is a disqualified person within the meaning of the SIS Act;
 - (v) is suspended or removed under the SIS Act;
 - (vi) has tenure of their office as a Trustee expire; or
 - (vii) is removed from office by written notice of at least two thirds of Members to the Trustee;then that person must immediately cease acting as a trustee.
- (b) if a corporate Trustee is liquidated, in administration or receivership or proceedings are commenced for its winding up, then the corporate Trustee must immediately cease acting as a trustee.
- (c) if the Trustee's continuance in office would result in the Fund no longer satisfying the conditions of the SIS Act applicable to Self Managed Superannuation Funds, then that Trustee must immediately cease acting as a trustee.
- (d) pending any appointment of a Trustee where a Member has died, the deceased Member's Legal Personal Representative may, with the consent of the other Members, act as Trustee in place of the deceased Member/Trustee (or director of a corporate Trustee) in any period commencing on the Member's death and ending on the date the deceased Member's Benefits become payable.
- (e) pending any appointment of a Trustee where a Member is under a legal disability the Member's Legal Personal Representative may with the consent of any other Members, act as Trustee in place of that Member/Trustee (or director of a corporate Trustee) in any period when the Member is under a legal disability or the Legal Personal Representative has an enduring power of attorney from that Member and ending on the date that Member's Benefits become payable.
- (f) the parent or guardian of a Member who is under 18 and who does not otherwise have a Legal Personal Representative may be appointed as a Trustee or a director of the corporate Trustee.

10.9 Self Managed Superannuation Fund – Removal and Appointment of Trustee

- (a) Any appointment or removal of a Trustee or a director of a body corporate Trustee must be made in such manner as will satisfy the provisions of the SIS Act applicable to Self Managed Superannuation Funds.
- (b) Subject to the SIS Act, in addition to any other method provided in this Deed, a Trustee(s) or an additional Trustee(s) may be appointed or a Trustee(s) removed by:-
 - (i) a written resolution of at least two-thirds of the Members; or
 - (ii) a Deed signed by the Members, the Trustee to be appointed and the Trustee at that time or by their duly appointed attorney, Legal Personal Representative, parent or guardian as may be appropriate. If a Trustee's or a director of a corporate Trustee's office is vacated in any manner described in sub-paragraph 10.8(a) or 10.8(b), the signing by such Trustee or director is not required.
- (c) A person cannot be appointed as trustee if they are not eligible to act as trustee of a Self Managed Superannuation Fund under the Superannuation Conditions.
- (d) If no person has the power under paragraph 10 to appoint a trustee, then the Legal Personal Representative of the last Member who is legally capable of signing a document, has that power.

10.10 Registration

A document or deed appointing or removing a trustee does not need to be registered and any law relating to trustees concerning the registration of such documents or deeds does not apply unless the Trustee resolves otherwise, or required by a law that cannot be excluded.

10.11 Vesting Fund Assets

- (a) Unless required by law in a manner that cannot be excluded, any appointment or removal of a Trustee effected pursuant to this Deed is sufficient to vest the assets of the Fund in the relevant Trustees without any further action of any kind.
- (b) Despite sub-paragraph (a), on a change of trustees, the retiring trustee or trustee removed must sign all documents and provide all consents necessary to transfer title of all Fund assets to the new and/or continuing trustee.

11. LIMITATION OF LIABILITY

This paragraph does not apply to the extent that it is inconsistent with the Superannuation Conditions.

11.1 Limitation

- (a) Subject to sub-paragraph 11.1(b), no Trustee or, where the Trustee is a corporation, none of its directors or officers, will be personally liable for any loss, detriment, expense or damage ("**Detriment**") whatsoever incurred by any person in connection with the Fund for any reason and without limitation including:-
 - (i) Any Detriment arising from reliance on professional advice; or
 - (ii) Any Detriment arising from the failure of an investment.

Exception

- (b) Paragraph 11.1(a) does not apply:-
 - (i) to the extent that the Detriment is due to the Trustee's, director's or officer's dishonesty or intentional or reckless failure to exercise the degree of care and diligence that the Trustee, director or officer was required to exercise; or
 - (ii) to the extent that the Trustee is liable under a provision of an applicable statute that cannot be excluded.

11.2 Indemnity

- (a) The Trustee and, where the Trustee is a corporation, its directors and officers are entitled, to the maximum extent permitted by law and in the circumstances referred to in sub-paragraph 11.1(a) and subject to sub-paragraph 11.1(b) to be indemnified from the Fund against all liabilities incurred by each of them in connection with the execution, attempted execution, or non-execution of the Trustee's powers and discretions under this Deed.

Payment and reimbursement

- (b) Subject to the Superannuation Conditions, the Trustee and, where the Trustee is a corporation, its directors and officers may recover from the Fund amounts necessary:-
 - (i) to meet the indemnities referred to above; and
 - (ii) to meet all liabilities whatsoever in connection with the Fund and the exercise of their powers and duties under or in connection with this Deed.

For this purpose and to the maximum extent permitted by law and subject to the Superannuation Conditions, the Trustee or, where the Trustee is a corporation, its directors and officers have, and may exercise, a lien over the Fund.

12. APPROVAL OF MEMBERS

12.1 Approval of Members Generally

Subject to the Superannuation Conditions, where under the terms of this Deed, in relation to the exercise by the Trustee of any power or authority or otherwise, the resolution, consent, approval or agreement (herein referred to as "resolution") of the Members is required, the passing or rejection of that resolution must be determined by a requisite majority of Members in writing unless all Members of the Fund at the time of signature have signified their consent in writing otherwise.

12.2 Requisite Majority

In the provisions of this sub-paragraph the expression "requisite majority of Members" means:-

- (a) in the case where a two-thirds majority is required by the SIS Act – at least two-thirds; and
- (b) in any other case – at least one-half.

12.3 Notification to Members

The Trustee must within fourteen (14) days of any meeting held under the provisions of this sub-paragraph or such other period as may be required by the SIS Act notify all Members of the result, if required by the SIS Act.

12.4 Strict compliance not essential

Any resolution made under this sub-paragraph is not invalidated by reason of any lack or want of strict compliance with these provisions unless it is shown that there has or that there may have caused thereby some substantial and irremediable injustice.

12.5 Written Resolution

Despite this paragraph 12, the Members may unanimously resolve to give their approval by signing a document or counterpart documents instead.

13. TRUSTEE NOT TO BE SUBJECT TO DIRECTIONS

13.1 Direction

If the Superannuation Conditions so require, the Trustee, despite anything in this Deed to the contrary, must not be subject, in the exercise of any of the Trustee's powers under the Deed, to direction by any other person.

13.2 Direction taken to be a request

If any provision in this Deed is inconsistent with the preceding sub-paragraph then, despite such provisions, the Trustee must treat the direction as a request and the Trustee is not bound by such provision or request.

14. INVESTMENTS

14.1 Investment Strategy

The Trustee must formulate and give effect to an investment strategy in accordance with the SIS Act. Subject to the SIS Act, a Reserve Account may have a separate investment strategy.

14.2 Loans

The Trustee may not lend money to Members or others except in accordance with the Superannuation Conditions and this Deed.

14.3 Acquisition of assets from Members

The Trustee must not intentionally acquire an asset from a Related Party unless the Superannuation Conditions otherwise permit.

14.4 Borrowing

- (a) The Trustee may borrow money or maintain an existing borrowing of money and assign, pledge, mortgage or charge any of the assets of the Fund as security for any such financial accommodation, if the Superannuation Conditions permit.
- (b) Without limiting sub-paragraph 14.4(a) and subject to the Superannuation Conditions, the Trustee may raise any money in any lawful manner including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument. The Trustee may secure the repayment of any moneys so raised with interest at such rate as the Trustee thinks fit and upon any terms and conditions in all respects as the Trustees think fit, and:-
 - (i) any money raised by the Trustees will form part of the Fund; and
 - (ii) interest payable on such borrowings as referred to in this sub-paragraph 14.4 is a proper outgoing of the Fund.

Limited Recourse Borrowing

- (c) Without limiting sub-paragraph 14.4(a) the Trustee has all the necessary powers to enter into any arrangement that complies, to the extent necessary, with sections 67A & 67B SIS Act and subject to those sections (and without limiting them) the Trustee may:-
 - (i) borrow money;
 - (ii) maintain an existing borrowing of money;
 - (iii) assign, pledge, mortgage or charge assets of the Fund as security for a borrowing or financial accommodation;
 - (iv) enter into and execute all documents including documents in connection with acquiring a beneficial interest of an original asset or replacement asset as defined in that section;
 - (v) pay the expenses incurred in any such borrowing from the borrowed money;
 - (vi) refinance or vary the terms of a borrowing; and
 - (vii) do all such things as may be ancillary or necessary including, without limitation, the variation and transposing of any asset so acquired including such acts and the entering into of such deeds or documents as may be necessary with any person or entity holding or to hold legal title to an asset referred to in that section.

Loan Applications & Conditions

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

14.5 In-house assets

The Trustee must take all reasonable steps to ensure that the in-house assets rule applicable to the Fund, if any, are complied with and may only invest in in-house assets if permitted by the Superannuation Conditions. Subject to those conditions the Trustee may continue to hold any existing in-house asset.

14.6 Arms' length dealing required

The Trustee must not, if prohibited by the Superannuation Conditions, make investments unless the Trustee and the other party to the relevant transaction are dealing with each other at arms' length in respect of the transaction.

14.7 Power to invest as if natural persons

- (a) Subject to the SIS Act, the Trustee may make any investment that a natural person may make, whether in Australia or elsewhere.
- (b) The Trustee has power to sell, vary or transpose any investment/asset.
- (c) All investments by the Trustee are subject to compliance with the Superannuation Conditions.

14.8 Other powers

Without limiting the preceding sub-paragraph but subject to the limitations in it and subject to the Superannuation Conditions, the Trustee may:-

- (a) invest in any investment authorised by the laws of Australia or of any of its States or Territories for the investment of trust funds;
- (b) invest in the purchase of or subscription for preference or other shares or stock or preference or other share or stock options in any company registered in Australia or in any other country;
- (c) invest in the purchase of units or sub units of property or other investment trusts or other common fund;
- (d) make deposits with any bank or other financial institutions, life insurance company or building society or other entity or on loan to any company, organisation or person not being a Member;
- (e) invest in policies of insurance, assurance, endowment, deposit administration or investment;
- (f) invest in the purchase of annuities and deferred annuities from a life insurance company or other organisation;
- (g) invest in the purchase of any real estate;
- (h) invest in deposits or loans;
- (i) invest in instalment warrants or otherwise acquire instalment warrants;
- (j) invest in any derivative product or derivative contract;
- (k) sell, transfer, hire, lease or dispose of any real or personal property of the Fund, whether at a profit or not;
- (l) grant or take any put or call option for the purchase of any real or personal property of the Fund, whether the sale occurring on exercise of such an option will be at a profit or not;
- (m) buy, transfer, acquire, hire or lease any property;
- (n) invest in its name or under its control the Fund in any one or more of the investments authorised by this Deed with power in the Trustee's absolute discretion either to retain the investment in that form or to sell or convert into money any of those investments for cash or on terms (so as to allow a purchaser any time for payment of the whole or part of the purchase price with or without interest and with or without security) and power in the Trustee's absolute discretion from time to time to vary or transpose any investments into others authorised by this Deed;
- (o) purchase, take on lease or licence, develop, construct, hold, improve, sell, transfer, convey, surrender, lease, licence or otherwise deal with any real property and, without limiting the generality of this sub-paragraph, to develop any commercial or retail premises and hold or sell, transfer, convey, surrender, lease or licence such premises;
- (p) invest in any property including land even if the property does not earn rent;
- (q) enter into contracts for the purchase of property to be constructed;
- (r) make any other investment whether or not similar to any of the above which the Trustee considers to be appropriate including the purchase of property where the contract for purchase is, amongst other things, subject to approval by any person or authority or entity, of a plan of subdivision or a strata plan or other plan and registration of that plan whether also subject to the carrying out of building or other works; and
- (s) do anything incidental to the exercise of any of the Trustee's powers.

14.9 Nominees for Trustee

Any investment may be held in such names including joint names with others if permitted by the Superannuation Conditions, the name of a nominee or custodian (whether an individual or

corporation) as the Trustee from time to time determines to the extent not prohibited by the Superannuation Conditions.

14.10 Continuation of loans and investments to Members

- (a) The Trustee may continue any loans transferred in respect of a Member from another superannuation fund under conditions that will not cause the Fund to fail to satisfy the Superannuation Conditions.
- (b) The Trustee may maintain an existing investment that would not be permitted by the Superannuation Conditions as at the date that this Deed applies if the Superannuation Conditions so permit.

15. INVESTMENT CHOICE

15.1 No Obligation

- (a) The Trustee is not obliged to provide investment choice to Members or Beneficiaries of the Fund except as required by the SIS Act.
- (b) The Trustee may however in their absolute discretion determine to provide investment choice subject to the Superannuation Conditions either generally or only in respect of certain Members or Beneficiaries or certain classes of Members or Beneficiaries of the Fund.

15.2 Investment Strategy

- (a) Where the Trustee determines to provide investment choice, they must establish an investment strategy for each of the investment choices available to Members and Beneficiaries and where appropriate must allocate or designate particular assets of the Fund to be held in accordance with that strategy. The Trustee must notify Members and Beneficiaries of the investment objectives of each of those strategies and provide any other information required for this purpose by the Superannuation Conditions to enable Members and Beneficiaries to make an informed decision regarding the effect of and risks associated with, each of those investment strategies.
- (b) The notification provided must include the various directions that a Member or a Beneficiary can give to the Trustee under sub-paragraph 15.5 and the circumstances in which any such directions can be given or altered.

15.3 Trustee must monitor

The Trustee must monitor each of the investment strategies established under sub-paragraph 15.2 and the assets held in accordance with each strategy in order to ensure that each of those investment strategies is appropriate in respect of Members or Beneficiaries or classes of Members or Beneficiaries to whom each of those strategies is available.

15.4 Selection and direction

- (a) A Member or Beneficiary of the Fund may, where the Trustee has determined to offer investment choice in accordance with sub-paragraph 15.1, select one or more of the investment strategies formulated by the Trustee under sub-paragraph 15.2 and direct the Trustee to invest part or the whole of the monies held in respect of that person in accordance with the strategy or strategies selected by that person under this sub-paragraph.
- (b) Any directions by the Member or Beneficiary must only be given in accordance with the Superannuation Conditions.

15.5 Member Document

- (a) A Member or Beneficiary who wishes to select one or more investment strategies pursuant to sub-paragraph 15.2 must give to the Trustee such documents as the Trustee requires and must clearly

set out details of the investment strategy or strategies selected by the Member or Beneficiary.

- (b) The Trustee is not bound to act on any such document if it breaches any of the requirements of the Superannuation Conditions.

15.6 Asset specific investments

- (a) Except to the extent permitted by the Superannuation Conditions, the Trustee is not bound to make a particular investment in respect of a Member or Beneficiary of the Fund.
- (b) Where a Member or Beneficiary wishes to select particular investments (whether those investments comprise one or more assets) a request to the Trustee must be made for an additional investment strategy or strategies for those particular investments ("asset specified investment strategy") to be formulated by the Trustee and for that strategy or those strategies to be made available to that Member or Beneficiary in accordance with sub-paragraph 15.2.
- (c) The Trustee may in their absolute discretion approve or reject any requests made under this sub-paragraph.
- (d) Pursuant to this provision, the Trustee may make a specific rule or otherwise bind the Trustee to ensure that any such asset or investment forms part of the Member's or Beneficiary's account to the extent that no other Member or Beneficiary shall be entitled to any part of that asset or investment.
- (e) If an asset is transferred to the Trustee of the Fund on terms that for stamp duty reasons or otherwise require it to be held by the Trustee to the exclusion of any other Member, other than the transferor Member(s) then the Trustee shall do such things and execute such documents as are necessary to ensure that the property is so held. (See also sub-paragraph 8.5)

15.7 Advice to Members

The Trustee must, if required by the SIS Act, advise Members and Beneficiaries of the investment strategy or strategies which will be adopted by the Trustee in respect of those Members or Beneficiaries or classes of Members or Beneficiaries who decline, or otherwise do not select an investment strategy.

16. POWERS OF TRUSTEE

16.1 Discretionary Powers of Trustee

Subject to the Superannuation Conditions, the Trustee has all the powers of a natural person. The Trustee in the exercise of the authorities, powers and discretions vested in the Trustee has an absolute and uncontrolled discretion and may exercise or enforce or delegate (by power of attorney or otherwise) all or any of the authorities, powers or discretions from time to time or may refrain from exercising all or any of such authorities, powers or discretions from time to time and their decision as to the interpretation and effect of this Deed is final and binding on all parties.

16.2 Additional Powers

Subject to the Superannuation Conditions and without limiting the preceding sub-paragraph, the Trustee also has the following powers:-

- (a) to insure or re-insure and to self insure any risks contingencies or liabilities of the Fund including, without limitation, the Fund's liability to indemnify the Trustee and any liability of any officer of a Constitutional Corporation Trustee;
- (b) to open and operate any account with any financial institution and to make regulations for the operation of such accounts including the signing and endorsing of cheques and other negotiable instruments;
- (c) to institute or defend or otherwise deal with any legal proceedings in respect of the Fund;
- (d) to be indemnified and to give indemnities and guarantees to or in favour of or on behalf of any person or entity as the Trustee thinks fit;

- (e) to enter into any contract and do all such acts matters and things as the Trustee may consider necessary or expedient for any matter or purpose in respect of the Fund or this Deed;
- (f) to engage the services of any company, person or firm or other entity as the Trustee may consider necessary for the proper administration and management of the Fund or to obtain expert advice;
- (g) to appoint an Auditor of the Fund from time to time at such remuneration and on such other conditions as the Trustee thinks fit;
- (h) to deduct and pay from the Fund the amounts of administration and other costs including any tax or duty payable by the Trustee in connection with the Fund and to debit any of the accounts of the Fund with such amounts in such manner as the Trustee may determine and which must not cause the Fund to fail to comply with the Superannuation Conditions;
- (i) to pay any benefit and to deduct from any benefit or other payment any tax or duty payable whether from or in respect of it and whether payable by the person entitled thereto or the Fund and must then pay that tax or duty to the relevant authority and the person is entitled to receive only the net benefit or payment after the deduction has been made;
- (j) to do anything required or permitted by this Deed and anything incidental to the exercise of any of the Trustee's powers;
- (k) to delegate, in writing, the exercise of all or any of the powers or discretionary authorities hereby conferred on the Trustee and execute any powers of attorney or other instruments necessary to effectuate such purpose;
- (l) to transfer or pay from the Fund, on a Member's request, any amount in the Member's account provided that such transfer or payment is permitted by the Superannuation Conditions;
- (m) to resolve, compromise, settle, instigate or continue or become a party to and to defend any proceedings with the power to participate in mediation or other dispute resolution or arbitration in respect of any matter or dispute arising from this Deed and Trustee or Member rights or third parties as the Trustee determines;
- (n) to carry on a business;
- (o) to pay any benefit in respect of a person who is incapacitated;
- (p) to make any election, choice or determination and give any notice that may be given by the Trustee to the Regulator or anyone else in connection with status of the Fund or its tax (including capital gains tax) treatment or status or the tax treatment of benefits;
- (q) without limitation, to do anything that is required to be done or that the Trustee decides should be done including anything requested by a Member to be done, in connection with transfers, elections and any other acts arising from the Treasury Laws Amendment (Fair and Sustainable Superannuation) Act 2016, whether relating to transfer balance caps, transfer balance accounts, commutation authorities, resetting of costs bases for the purpose of obtaining capital gains tax relief, segregating or ceasing segregation of current pension assets, the deferral of the inclusion of notional capital gains, the exclusion of such gains and seeking relief for transfer cap breaches or any other breaches or otherwise;
- (r) such other powers as are necessary, desirable or appropriate to the fulfilment of the purposes of the Fund and its proper and efficient maintenance, management, operation, promotion and advancement and its compliance with and exercise of powers authorities and discretions available under the Superannuation Conditions; and
- (s) such other powers conferred on a Trustee by statute or general law in addition to the powers conferred by this Deed.

16.3 Trustee's Interest

Subject to the Superannuation Conditions, the Trustee has power generally to exercise or concur in exercising all the Trustee's powers and discretions contained in this Deed or otherwise conferred not withstanding that:-

- (a) any person being a Trustee;
- (b) any person being a director or shareholder of a Trustee; or
- (c) any person being a relative of a Trustee or any person being a relative of a director or shareholder of a Trustee hereof (being a company)

has or may have a direct or personal interest, whether:-

- (i) as trustee of any other settlement;
- (ii) in his/her personal capacity;
- (iii) as shareholder or director;
- (iv) member or partner of any company or partnership;
- (v) as a relative of the Trustee or relative of a director or shareholder of a Trustee or relative of a Member or relative of a partner of any company or partnership;
- (vi) as a unitholder in any unit trust or beneficiary of any other trust including, without limitation, a discretionary trust or otherwise; or
- (vii) as a relative of a unitholder in any unit trust or beneficiary of any other trust including, without limitation, a discretionary trust or otherwise;

in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and even if the Trustee for the time being is the sole Trustee.

17. NOTIFICATION OF SIGNIFICANT ADVERSE EFFECTS

17.1 Trustee to give notice of significant adverse effect

If the Trustee becomes aware of the occurrence of an event having a significant adverse effect on the financial position of the Fund, they must give such notice as may be required by the Superannuation Conditions.

18. INSURANCE

18.1 Life Insurance

Subject to the Superannuation Conditions, the Trustee has power from time to time to effect policies of insurance upon the life of any Member to secure payment upon death of the Member or the happening of any other contingency in respect of that Member of such amount as the Trustee in their absolute discretion thinks fit and to renew any such policies for such period as the Trustee may think fit and the Trustee has power to accept an assignment of any policies of insurance effected in respect of a Member.

18.2 Annuities

The Trustee has power from time to time to acquire annuities or deferred annuity policies upon the life of any Member or any of the Member's Dependants of such amount as the Trustee determines and the Trustee has power to accept an assignment of such annuities or deferred annuity policies effected in respect of a Member.

18.3 Powers

Policies must be issued in the names of or assigned to the Trustee and must be held by the Trustee upon and subject to the provisions of this Deed and the Trustee may enforce, surrender, sell or otherwise deal with any such policies as they in their absolute discretion think fit provided that the Trustee may also arrange for annuities or deferred annuity policies to be issued in the name of a Beneficiary.

18.4 Evidence to be provided by Member for insurance

A Member must provide any evidence that may be required from such Member in order to secure cover under any insurance policy and the Trustee is not bound to seek completion of such policy if evidence satisfactory to the insurance company is not provided.

18.5 Premiums

Subject to the Superannuation Conditions, the Trustee may debit such accounts of the Fund as they determine with the applicable insurance premiums.

18.6 Power to retain Prior Insurance Policies

- (a) Where under any Prior Governing Rules of this Fund, provision was made for purchasing policies of any type of insurance and paying the premiums of those insurance policies, the Trustee may, in their absolute discretion, continue those policies and do such things as may be necessary in that regard.
- (b) The Trustee, in their absolute discretion, may vary the policies, subject to the Superannuation Conditions.

19. ACCOUNTS

19.1 Trustee to keep accounting records

The Trustee must keep such minutes, records and reports as they consider appropriate for the proper administration of the Fund and such further records, minutes and reports as may be required by the Superannuation Conditions and may:-

- (a) keep such accounting records as correctly record and explain the transactions and the financial position of the Fund;
- (b) keep its accounting records so as to enable the preparation of the accounts and statements in accordance with the Superannuation Conditions;
- (c) keep its accounting records so as to enable those accounts, statements and returns to be conveniently and properly audited in accordance with the Superannuation Conditions; and/or
- (d) keep a Reserve Account to which may be credited or debited such amounts as the Trustee determines from time to time subject to the Superannuation Conditions.

19.2 Balance Sheet

The Trustee must as soon as practicable after the expiration of each Financial Year cause to be drawn up such:-

- (a) balance sheets and statements of financial position;
- (b) operating statements;
- (c) other financial accounts and statements as are required by the Superannuation Conditions; and/or
- (d) such other statements as the Trustee thinks fit.

19.3 Accounts and statements to be prepared

The Trustee may prepare such accounts and statements additional to those described in this paragraph as are required by the Superannuation Conditions or otherwise, as they think fit.

19.4 Audit

If required by the Superannuation Conditions, the Trustee must ensure that the accounts and statements of the Fund are audited by an Auditor.

19.5 Maintenance of reserves

- (a) This sub-paragraph is subject to the Superannuation Conditions.
- (b) The Trustee may maintain reserves of the Fund.
- (c) Subject to the SIS Act and the investment strategy applicable to the reserve, a Member is not entitled to any property held in a Reserve Account and the Trustee is not required to allocate such property.
- (d) The Trustee has, in relation to Reserve Accounts, all the powers applicable to the Fund.

20. ROLLOVER

20.1 Trustee may pay rollovers

The Trustee may pay benefits to an eligible rollover fund or other fund on a Member's request or as may be permitted by the Superannuation Conditions.

21. MEMBER ACCOUNTS

21.1 Trustee to keep Member and Employer accounts

- (a) Subject to complying with the Superannuation Conditions, the Trustee may keep such Member Accounts in respect of Member and Employer contributions (if any) as they think fit, including accounts and sub-accounts in respect of Segregated Assets, containing such particulars as the Trustee determines.
- (b) Sub-accounts or sub-funds or otherwise may be kept in respect of a Member or more than one Member.
- (c) Contributions or other property held by the Trustee in a Member's account must be paid or transferred in accordance with this Deed and the Superannuation Conditions and part of that Fund not required by the Superannuation Conditions to be so paid or transferred may be dealt with as permitted by this Deed and subject to the Superannuation Conditions.

21.2 Power to retain prior categories of membership and vesting

- (a) Where under any Prior Governing Rules of this Fund or under any fund from which a benefit has been transferred, provision was made for categories of membership or for vesting of contributions, the Trustee may, in their absolute discretion, continue to apply or adopt those provisions or provisions similar thereto as the Trustee may reasonably determine.
- (b) The Trustee may treat that benefit so transferred in that manner despite the provisions of this Deed, it being the intention of this provision to give the Trustee the power to retain and continue to treat that benefit in a similar manner to its treatment under those prior or other governing rules.
- (c) This provision is subject to compliance with the Superannuation Conditions.

21.3 Details of accounts

Without limiting sub-paragraph 21.1 and subject to the Superannuation Conditions, a Member Account may (or must if required by the Superannuation Conditions) include:-

- (a) accounts showing:-
 - (i) contributions by Members or Employers to that account;
 - (ii) sums which the Trustee determines are to be credited or debited to the account in order to provide the benefits payable to or in respect of the Member in accordance with the Deed; and
 - (iii) the portion of the account that is Preserved and the conditions of such preservation.

- (b) Any such Account may, subject to the Superannuation Conditions, be debited or credited and such other entries may be made or particulars recorded as the Trustee deems to be appropriate including, without limitation, earnings, amounts received from or transferred to a complying fund, a complying Approved Deposit Fund as defined in the SIS Act, an Eligible Rollover Fund as defined in the SIS Act, insurance policy and annuity proceeds, Shortfall Components as defined in the Superannuation Guarantee (Administration) Act 1992 (Cth), insurance premiums, costs or expenses, amounts arising from asset valuations, losses on investment realisations, taxes and levies, and provisions for reserves.
- (c) Without limiting the discretion in sub-paragraph (b) and the Superannuation Conditions and subject to the Member's consent if required by the Superannuation Conditions, the Trustee may debit and/or credit such accounts, amounts which the Trustee determines are appropriately credited or debited including, without limitation, a Payment Split, Splittable Contributions, amounts to be transferred to a Reserve Account under this Deed, expenses, losses, benefit payments (whether lump sum or pension) and taxes.

22. SEGREGATED ASSETS

- 22.1 The Trustee may subject to the Superannuation Conditions, transfer and segregate in the books and records of the Fund any of the assets of the Fund for the sole purpose of discharging the current pension liabilities of the Fund out of those assets or any other purpose permitted by the Superannuation Conditions.
- 22.2 The transfer values and annual valuations of the segregated assets must be determined as may be required by the Superannuation Conditions.
- 22.3 The Trustee may, in accordance with the Superannuation Conditions, re-transfer assets segregated in order to meet the requirements of the Superannuation Conditions applicable to the segregated assets.
- 22.4 The Trustee may accordingly create separate pension benefit accounts in respect of pensions payable under this Deed as the Trustees determine and may credit or debit those accounts in such manner as the Superannuation Conditions permit or as the Trustee considers appropriate and with the Member's consent if required by the Superannuation Conditions.
- 22.5 The Trustee may take any action not prohibited by the Superannuation Conditions to revert segregated assets so that they are no longer segregated, with the consent of the relevant Member, if required by the Superannuation Conditions.

23. VALUATION OF THE FUND AND ALLOCATION OF PROFITS OR LOSS

23.1 Valuation

The Trustee must at the end of each Financial Year, if required by the Superannuation Conditions and may at any time, value the assets and liabilities of the Fund and any surplus or deficiency, including unrealised gains or losses revealed by such valuation, must be separately credited or debited to the profit and loss account of the Fund. For the purpose of effecting a valuation, the Trustee has an absolute discretion in selecting the valuation basis for any asset or liability provided that such basis must not be one which causes the Fund to fail to satisfy the Superannuation Conditions.

23.2 Profit or loss distribution

The Trustee may in their absolute discretion determine the amount of profit or loss of the Fund that must be credited or debited to and amongst the Member Accounts and any other accounts that the Trustee nominates in such proportions and such manner as the Trustee decides and may set formulae or interest rates for this purpose provided that the Trustee must, in the exercise of their discretions under this sub-paragraph, act in a manner that is in accordance with the Superannuation Conditions. If the Trustee maintains reserves, the Trustee may first determine what amount of the profit or loss is to be allocated to the Reserve Accounts, and the balance (if any) credited or debited in accordance with this Deed.

23.3 Other Debits

Subject to the Tax Act and the Superannuation Conditions, the Trustee may debit any accounts of the Fund in respect of taxation liabilities or any other outgoings and make such other entries in such manner as the Trustee determines.

24. CONTRIBUTIONS

24.1 Acceptance of contributions – General

The Trustee may accept any contribution from any contributor unless the Fund is not permitted by the Superannuation Conditions to accept a contribution.

24.2 Acceptance of Co-Contributions

Without limiting sub-paragraph 24.1, the Trustee may accept contributions from the Government in the form of a co-contribution, unless the Fund is not permitted to do so by the Superannuation Conditions.

24.3 Acceptance of Member contributions

Without limiting sub-paragraph 24.1, the Trustee may accept contributions that are made in respect of a Member in accordance with the SIS Act including those that are permitted or deemed permitted by the SIS Act.

24.4 Child Contributions

The Trustee may accept child contributions in respect of a Minor if permitted by the Superannuation Conditions.

24.5 Contributions in Cash or Assets

Any contribution must be paid either in cash or by transfer of assets provided that the assets transferred must be investments permitted by this Deed. Any such transfer of an asset must be made upon the terms and conditions required by the Superannuation Conditions, and must not be made if the Trustee or an agent or custodian trustees or delegate of the Trustee is prohibited by the Superannuation Conditions from acquiring the asset.

24.6 No Obligation to Contribute

In the absence of any agreement to the contrary, neither a Member nor an Employer are under any obligation to make a contribution to the Fund and a Member may remain a Member of the Fund notwithstanding a contribution is not made in respect of that Member in respect of any year.

24.7 Ineligible Contributions

If the Trustee at any time ascertains that any contribution has been accepted in breach of the provisions of the Superannuation Conditions, the Trustee must take such action as may be necessary to comply with the Superannuation Conditions, including refunding the relevant amount on request by a Member.

24.8 Non-acceptance of Contributions

The Trustee may, subject to the Superannuation Conditions, return any contribution even if such contribution is permitted to be accepted by the Trustee under the Superannuation Conditions.

24.9 Allocation of Contributions

Subject to SIS Regulation 7.08, within 28 days (or within a longer period that is reasonable in the circumstances if within 28 days it is not reasonably practicable to so allocate or such other period as the Regulator or the Superannuation Conditions permits) of the end of the month of receipt of a contribution, the Trustee must allocate the contribution to the Member of the Fund.

25. SPOUSE CONTRIBUTIONS – SPLITTING AMOUNTS

25.1 Application to roll over, transfer or allot an amount of contributions

- (a) Subject to the SIS Regulations and in particular Division 6.7, a Member may, in a Financial Year, apply to the Trustee to roll over, transfer or allot an amount of benefits, for the benefit of the

Member's Spouse, that is equal to an amount of the Splittable Contributions made by, for, or on behalf of the Member in:-

- (i) the last Financial Year that ended before the application; or
- (ii) the Financial Year in which the application is made - where the entire Member's Benefit is to be rolled over or transferred in that year.

- (b) The applicant must specify, in the application, the amount of the benefit from the following:-
 - (i) the Member's taxed Splittable Contributions; or
 - (ii) the Member's untaxed Splittable Contributions;that the Member seeks to split for the benefit of the Member's Spouse.

25.2 Decision on application

- (a) The Trustee may accept an application only if it is made in accordance with the SIS Regulations.
- (b) If the Trustee accepts an application in accordance with this provision, the Trustee must, subject to the Regulations, and in any case within the period prescribed by the SIS Regulations, roll over, transfer or allot the amount of benefits for the benefit of the receiving Spouse.
- (c) The Trustee is permitted to do all such things as may be necessary to give effect to these provisions and words in these provisions have the same meaning as contained in Division 6.7 of the SIS Regulations.

26. BENEFITS

26.1 Mode of Payment of Benefits

Benefits shall be paid as provided by this Deed.

26.2 Payments of Benefits Generally

Subject to this Deed and the Superannuation Conditions, benefits are payable to an Eligible Recipient, if cashing restrictions do not apply and if:-

- (a) the Member or Eligible Recipient as appropriate, has made a Request to the Trustee to do so; or
- (b) benefits are otherwise required to be paid;

and the Trustee shall pay those benefits in such manner as the Trustee may in the Trustee's absolute discretion decide or in accordance with the request or requirement or otherwise as the Superannuation Conditions require.

26.3 When Benefits are Payable

Subject to this Deed and the Superannuation Conditions, a benefit may be payable:-

- (a) If a Member:-
 - (i) retires from Gainful Employment as provided by the SIS Act;
 - (ii) reaches Preservation age;
 - (iii) reaches age 65;
 - (iv) is Temporarily Incapacitated or Permanently Incapacitated;
 - (v) suffers a terminal medical condition as provided by the SIS Act;
 - (vi) suffers severe financial hardship (payment must first be approved by the Regulator if the SIS Act requires);
 - (vii) qualifies on compassionate grounds in accordance with SIS Regulation 6.19A;
 - (viii) satisfies any other condition of release required to be satisfied by the Superannuation Conditions;
 - (ix) becomes entitled to the payment of a temporary total disablement insurance policy on the life of the Member (the proceeds of the policy may be paid to the Member if the Superannuation Conditions permit); or
 - (x) who is a temporary resident, permanently departs Australia and requests payment in writing of their benefit in accordance with the SIS Regulations.

- (b) in any circumstances where the SIS Act requires that a benefit is to be paid.

26.4 Types of benefits payable

- (a) Subject to this Deed and without limitation sub-paragraph 26.5, an Eligible Recipient may make a written request to be paid any one or more (including any combination) of the following:-
- (i) lump sum;
 - (ii) pension; and/or
 - (iii) any other benefit payment permitted by the Superannuation Conditions.
- (b) Benefits payable to an Eligible Recipient must not exceed the interest of the relevant Member in the Fund unless permitted by the Superannuation Conditions.
- (c) Subject to this Deed, the Trustee may pay a benefit as a lump sum, pension or any combination of these and in any manner permitted by the SIS Act.

26.5 Election for payment of benefit

- (a) This sub-paragraph is subject to the Superannuation Conditions.
- (b) An Eligible Recipient may in writing request the Trustee to pay the benefit to that Eligible Recipient ("**Request**"). The Request may be varied or withdrawn by the Eligible Recipient. Unless the Trustee determines otherwise, the Request shall be made before the benefit is paid or commenced to be paid.
- (c) The Request may, unless the Trustee determines otherwise, and subject to the Superannuation Conditions, include, but is not limited to:-
- (i) the type of benefit;
 - (ii) the proposed date for payment of a lump sum or a proposed date of commencement of payment of a benefit;
 - (iii) the amount of a lump sum;
 - (iv) the amount that is to support a pension payment;
 - (v) the tax characteristics of any amount;
 - (vi) notification that the Member has satisfied a condition of release;
 - (vii) the frequency of payment of periodical amounts;
 - (viii) the name of one or more Reversionary Beneficiaries;
 - (ix) whether the entitlement of a Reversionary Beneficiary is subject to the terms of any Nomination or whether the entitlement is paramount and any Nomination is subject to any Reversionary Beneficiary's entitlement;
 - (x) the order and/or contingencies in which Reversionary Beneficiaries may become entitled;
 - (xi) whether the Eligible Recipient wishes the Trustee to segregate any specific assets to the pension account; and
 - (xii) any other provision that is not inconsistent with the requirements of the Superannuation Conditions.
- (d) Subject to this sub-paragraph 26.5, the Trustee shall comply with the Request. The Trustee may notify the Eligible Recipient of any part that is inconsistent with the Superannuation Conditions and the Eligible Recipient may vary, accept or withdraw their Request as they wish prior to commencement of any payment. The Trustee must record the terms of the benefit payment. The Trustee and the Eligible Recipient may also enter into a pension or other agreement on terms agreed by them instead.
- (e) The Trustee may make an additional payment to a former Member's account in the Fund if the Trustee determines that it is just and equitable to do so.
- (f) If a pension is payable, the Trustee may (or must as the case may be) pay a pension or any other type or combination of pensions. Without limitation, these include:-
- (i) Account based Pensions;
 - (ii) Transition to Retirement Income Streams;
 - (iii) Non-commutable income stream for Temporary incapacity;
 - (iv) Allocated Pensions (generally must have commenced before 19 September 2007); and
 - (v) Market Linked Pension (generally must have commenced before 19 September 2007).

- (g) Subject to this paragraph, if a pension is to be paid, it must be paid in accordance with this Deed or if a pension commenced before the date of this Deed, in accordance with the applicable Superannuation Conditions at that time then the Trustee may continue to pay that pension unless the Trustee and the Eligible Recipient agree otherwise.
- (h) An annuity may be purchased by the Trustee instead of paying a Pension and if the Eligible Recipient agrees, the annuity may be transferred to the Eligible Recipient.
- (i) Despite sub-paragraph 28.1 and this sub-paragraph 26.5, if there is a conflict between a death benefit nomination that is binding on the Trustee and the terms of a pension specifying a Dependant who is entitled to that pension on the Member's death ("reversionary pensioner") that is binding on the Trustee, then the entitlements of the reversionary pensioner prevails.
- (j) Despite this sub-paragraph 26.5, a Request that is binding on the Trustee is invalid to the extent that if the Trustee did comply with it, the Trustee would be liable to a penalty or commit an offence or result in a benefit, or part of a benefit, being payable to a person who is not permitted by the SIS Act to be paid such benefit.

26.6 Minimum Benefit

The Benefits payable to an Eligible Recipient shall be at least the minimum benefit required to be paid by the Superannuation Conditions in respect of that Eligible Recipient.

26.7 Member to provide evidence of entitlement

- (a) The payment of any benefit is subject to the Trustee being satisfied that the person claiming the benefit is entitled to the benefit and may require that person to produce such evidence, perform such acts and execute such documents as the Trustee may reasonably require to be satisfied of the person's entitlement. The Trustee may postpone the payment of any benefit until the requirements of this sub-paragraph have been met.
- (b) If the Superannuation Conditions are altered in a manner that must be complied with then nothing in this Deed or any pension agreement or Trustee decision shall require the Trustee to act in a manner that is inconsistent with the Superannuation Conditions, even if to do so would alter in some manner a benefit payment.

26.8 Preserved Benefits

- (a) Any benefit that is required to be Preserved under the Superannuation Conditions must not be paid to or in respect of the Member at a date earlier than allowed from time to time by the Superannuation Conditions.
- (b) If nominated by the Member, the Trustee may transfer any Preserved benefit to another superannuation fund, an Approved Deposit Fund as defined in the SIS Act or a deferred annuity or such other superannuation entity as the Superannuation Conditions allow.
- (c) If the Fund holds benefits that were not the subject of preservation prior to the date of this Deed or the date of adoption or application of this Deed then nothing in this Deed operates in a way that has the effect of preserving those benefits unless the Superannuation Conditions require it.

26.9 Restricted non-Preserved benefits and Unrestricted non-Preserved benefits

- (a) Restricted non-Preserved benefits may be paid only if a condition of release is satisfied or when permitted by the SIS Act.
- (b) Unrestricted non-Preserved benefits may be paid on a request to the Trustee by an Eligible Recipient.

26.10 Trustee may transfer assets in specie

Subject to the Superannuation Conditions, the Trustee may, with the agreement of the Eligible Recipient, transfer investments of the Fund of equivalent value to such benefit in lieu of payment of the same in money. The Trustee may take into account such associated costs, taxes or other

expenses of such transfer as they think fit and make adjustments accordingly, subject to the Superannuation Conditions.

27. BENEFITS PAYABLE ON DEATH

27.1 Benefit payable on death

Subject to the Superannuation Conditions and to paragraphs 26 and 28 of this Deed, if a Member dies:-

- (a) the payment of the death benefit or a permitted rollover or transfer of the benefit shall be made at the time required by the Superannuation Conditions or otherwise within a reasonable time.
- (b) The Trustee shall pay the benefit to such of the deceased Member's Dependants as the Trustee decides and otherwise to the Member's Legal Personal Representative.
- (c) A death benefit may be paid by the Trustee as a lump sum unless the Beneficiary requests otherwise.
- (d) If, after making inquiries that the Trustee regards as reasonable, the Trustee is unable to establish that there are any Dependants or a Legal Personal Representative of the deceased Member, the Trustee may, subject to the Superannuation Conditions:-
 - (i) pay the benefit to a person or persons selected by the Trustee; or
 - (ii) treat the benefit as a forfeited benefit and apply it in a manner provided by the Superannuation Conditions or by this Deed; or
 - (iii) pay the benefit to a Reserve Account in the Fundunless the Trustee is required to treat the benefit as unclaimed monies under any applicable law.

27.2 Deferment of payment of benefit

Subject to the Superannuation Conditions, the payment of any benefit under this Deed which is not a Preserved benefit may, at the request of the Eligible Recipient and with the consent of the Trustee, be deferred until the Eligible Recipient requests payment of the benefit.

27.3 Payment of benefits to Minors

Subject to the Superannuation Conditions, where a person to whom benefits are payable is a Minor, the Trustee may pay the benefit to any other person for application on behalf of that Minor and the receipt of the person to whom the benefit is so paid will be a complete discharge to the Trustee in respect of that benefit.

27.4 Deduction of income tax

The Trustee may deduct from any benefit payable the amount of any tax that is calculated by the Trustee to be payable in respect of that benefit and will pay any amount deducted as may be required by law.

28. DEATH BENEFIT NOMINATIONS

28.1 Binding Nomination

- (a) Subject to the SIS Act, a Member may make a binding death benefit nomination ("**Nomination**") pursuant to which the Trustee must pay a death benefit provided that the death benefit is paid to either:-
 - (i) a Dependant; or
 - (ii) the Member's Legal Personal Representative.
- (b) Subject to the Superannuation Conditions, a Nomination may direct the Trustee as to:-
 - (i) the proportion or amount or value or particular asset to comprise the benefit or the particular reserves to be utilised;
 - (ii) the type of benefit to be paid which may be a lump sum or pension or combination of these and in the case of a pension, the name of any Reversionary Beneficiary(s); and

- (iii) whether or not the Nomination is to take precedence over a Reversionary Beneficiary's entitlement to a benefit [See also subparagraph 26.5(c)(ix)].
- (c) A Member who makes a Nomination under this provision, may amend or revoke the Nomination by giving to the Trustee notice of the amendment or revocation. For the purposes of this subparagraph 28.1, a Nomination includes any amendment pursuant to this subparagraph (c).
- (d) Any Nomination may be revoked by written notice signed by the Member and given to the Trustee and any Nomination or amendment of a Nomination must:-
 - (i) be in writing; and
 - (ii) be signed and dated by the Member and at least 1 witness being a person:-
 - (A) who is 18 or older; and
 - (B) is not a person mentioned in the Nomination.
- (e) A Nomination under this provision will not lapse by expiration of a period of 3 years, or any other period, but may lapse if the Nomination given by the Member specifies that it is to lapse after a period specified or an event specified.
- (f) Subject to this paragraph, the SIS Act and the SIS Regulations, a Nomination may be in such form as the Trustee determines.
- (g) If the Trustee is unable to lawfully act upon the Nomination or if the Nomination does not deal with the whole of the deceased's interest in the Fund or if a Nomination is not made, then the Trustee may pay the relevant benefit or balance to the Member's Legal Personal Representative or to the Member's Dependants or any one or more of them and in such proportions as the Trustee in its absolute discretion determines, not being inconsistent with the Superannuation Conditions.
- (h) A Nomination requiring a benefit (including a death benefit) to be paid to a Spouse of a Member is automatically revoked if proceedings have commenced under the Family Law Act 1975 (Cth) or similar laws seeking a dissolution of a relationship (including, but not limited to a marriage) between that Member and Spouse, or if proceedings under that Act have been instituted for orders concerning property following their separation.
- (i) A Member may give a nomination to the Trustee that is expressed as non-binding on the Trustee and in that event the Trustee is under no obligation to comply with it, but may, in exercising its discretion, take into account that nomination.
- (j) Despite this sub-paragraph 28, a Nomination that is binding on the Trustee is invalid to the extent that if the Trustee did comply with it, the Trustee would be liable to a penalty or commit an offence or result in a benefit, or part of a benefit, being payable to a person who is not permitted by the SIS Act to be paid such benefit.

29. PENSIONS

29.1 Payment of pensions

- (a) The Trustee may, at its discretion, or must if required by the Superannuation Conditions, pay a pension if requested by a Member or an Eligible Recipient.
- (b) Subject to the Superannuation Conditions and this Deed, a pension may be paid in such amounts and on such conditions as agreed by the Trustee and the Member.
- (c) A benefit may be paid as a pension provided that the pension is taken to be a pension for the purposes of the SIS Act and the payment of the pension does not result in the Fund failing to comply with the Superannuation Conditions.
- (d) Those parts of the SIS Regulations that provide standards for the payment of a pension are incorporated in, and form part of this Deed and part of the rule referred to in sub-paragraph 29.1(e).

- (e) The Trustee may declare in writing a rule specifying the terms of a pension paid or to be paid in accordance with the SIS Regulations and such rule shall apply to that pension and the Eligible Recipient's consent to that rule must be obtained, if required by the Superannuation Conditions. Without limiting the form of writing such writing may include an agreement or a document signed by the Trustee and the Eligible Recipient or a resolution of the Trustee and the consent in writing of the relevant Eligible Recipient.
- (f) The Trustee may to the extent required by the Superannuation Conditions create separate pension accounts and may also create sub-funds for pensions.
- (g) If a Member does not nominate a Reversionary Beneficiary before the commencement of a pension, a nomination may be made by a Member in writing at a later date, subject to the Superannuation Conditions.
- (h) A pension paid to a Reversionary Beneficiary cannot be commuted unless the pension is:-
 - (i) required to be commuted;
 - (ii) requested in writing by the Reversionary Beneficiary to be commuted to comply with an applicable cap;
 - (iii) directed by the Regulator to be commuted under the Superannuation Conditions.
- (i) Where a pension payment is required to be paid in any year and the amount that is available to the Trustee to draw on from the relevant Member's Account is insufficient to meet that liability, then the Trustee's liability is limited to the amount available in that Member Account

29.2 Pension conditions

- (a) Despite any provision of this Deed, any pension paid to an Eligible Recipient must comply with any standards contained in the Superannuation Conditions.
- (b) Subject to the Superannuation Conditions, in providing a pension to an Eligible Recipient, the Trustee may in its discretion apply any amount from a Member's Account or other account.

29.3 Cessation of pensions

Subject to the Superannuation Conditions,

- (a) when the Member's Benefit is reduced to nil, any pension payable under this Deed ceases to be payable and the person who was receiving the pension ceases to be entitled to any further benefits.
- (b) and subject to subclause 26.5(i) a pension ceases when the Member receiving that pension dies, however if a Reversionary Beneficiary has been included in the pension conditions or terms in accordance with this Deed, or is otherwise entitled to that pension, the pension does not cease if the Member dies and will automatically continue to be paid to the Reversionary Beneficiary.

29.4 Annuities

The Trustee may, in its absolute discretion (and with the Member's consent if the Superannuation Conditions require it) (including where an Old-Age Pension is required to be paid), provide pensions payable under this Deed by applying a Member's Benefit to the purchase of an annuity that meets the requirements of the Superannuation Conditions.

29.5 Periods when Beneficiary may not receive benefits

A benefit is not taken to meet the provisions of SIS Regulation 1.06 by reason only that payments of benefit to the Beneficiary have been properly suspended during a period when the Beneficiary is the holder of a paid public office.

30. PENSION RESERVES

Subject to the Superannuation Conditions, where it considers it appropriate, the Trustee may:-

- (a) obtain the advice of an actuary regarding the amount of pension payments, any variation to the amount of those payments, commutations, the establishment, monitoring or treatment of pension reserves in accordance with this sub-paragraph, or any other relevant matter; and/or
- (b) establish pension reserves in relation to the funding of pension obligations relating to particular beneficiaries.

31. DEDUCTION FOR DETRIMENTAL PAYMENTS AFTER MEMBER'S DEATH

Payments or adjustments in respect of a Member from or in any account for taxes, tax deductions or tax credits or other entitlements in respect of a Member whether deduction entitlements under section 296-470 Tax Act relating to a Member's death or disablement or under section 295-485 Tax Act (if that provision so permits) in respect of anti-detriment deductions may be made by the Trustee, subject to the Superannuation Conditions.

(Note: These anti-detriment sections are repealed in relation to superannuation lump sum benefits that are paid because of the death of a Member where that Member died on or after 1 July 2017 and this applies to all superannuation lump sum benefits paid after 1 July 2019, irrespective of whether the member died before 1 July 2017.)

32. CONVERSION OF PENSIONS

At the request of a Member, or if the Superannuation Conditions permit, at the request of an Eligible Recipient, as may be applicable and subject to the Superannuation Conditions, the Trustee may:-

- (a) convert any pension to an Account based pension or any other Income stream permitted to be commenced under the SIS Act and any such pension may be so converted with or without commuting the pension that is being converted;
- (b) cease payment of a pension;
- (c) return or transfer any part of or the remainder of any pension account balance or other permissible benefit amounts to a Beneficiary's accumulation account for any purpose not prohibited by the Superannuation Conditions;
- (d) merge, consolidate or commute or partially commute one or more income streams, pension account balances or other permissible benefit amounts into a Beneficiary's accumulation account or accounts;
- (e) take such action as may be necessary or desirable to include a Reversionary Beneficiary in the terms of a pension; and/or
- (f) take such other action as may be necessary or desirable as determined by the Trustee to give full effect to this provision.

33. FORFEITED BENEFITS ACCOUNT

33.1 Forfeited benefits account may be kept

- (a) Subject to the Superannuation Conditions, the Trustee may keep an account for the receipt of amounts forfeited from Member Accounts and any other credit balances that cannot be otherwise

allocated under the provisions of the Deed. The account is to be known as the Forfeited Benefits Account.

- (b) A benefit may not be forfeited if that would result in the Fund failing to comply with the definition of a Self Managed Superannuation Fund in the SIS Act.
- (c) Forfeited benefits, subject to the Superannuation Conditions, are forfeited if a Member has charged or assigned a benefit or if required by the Bankruptcy Act.

33.2 Application of forfeited benefits

The Trustee may in their absolute discretion apply amounts held in the Forfeited Benefits Account in favour of a Member or Dependants of the Member or in the manner and for the purposes permitted by the Superannuation Conditions. Unclaimed benefits may be held in a Forfeited Benefits Account, subject to the Superannuation Conditions.

33.3 Equalisation Account

- (a) The Trustee may at any time establish an Equalisation Account of the Fund and may transfer to the credit of that account any forfeited benefits or any amounts from an income account in the Fund.
- (b) Any monies held in the Equalisation Account do not form part of any Member Account and any income derived by the Fund on the monies held in the Equalisation Account is to be credited to the Equalisation Account.
- (c) The Equalisation Account is to be used by the Trustee in accordance with any applicable investment strategy relating to reserves to stabilise the investment earnings of the Fund and to provide for such contingencies as the Trustee considers appropriate.
- (d) This sub-paragraph 33.3 is subject to the Superannuation Conditions.

33.4 Certificate

A certificate signed by the Trustee stating the amount of the lien over the Member's Benefit claimed by the Trustee is prima facie evidence in the hands of the Trustee against all claimants of the amount owing to the Fund under the preceding sub-paragraph and is sufficient authority to the Trustee to retain in the Fund out of the amount of benefit to which the Member would otherwise be entitled the amount of such lien and the balance, if any, of the benefit which is not so retained in the Fund must be paid to or in respect of the Member.

33.5 Bankruptcy

Subject to the Superannuation Conditions and any mandatory provision of the Bankruptcy Act that cannot be excluded, no interest (other than a vested interest) in relation to a Member shall vest in that Member if that Member commits an act of bankruptcy or becomes an insolvent under administration and that interest may be dealt with as the Trustee decides.

34. TRANSFER OF BENEFITS

34.1 Trustee to make arrangements

- (a) If the Superannuation Conditions permit, the Trustee may make such arrangements as they think proper for the payment or transfer to the Fund of monies or assets and other rights and benefits. Without limitation, such arrangements may be made with any Member or other trustee or entity permitted by the Superannuation Conditions to contribute to or to make such payment or transfer to (or from) the Fund.
- (b) The Trustee may make arrangements about any matter in relation to such payment or transfer which in their opinion is necessary or desirable, subject to the Superannuation Conditions.
- (c) A payment or transfer may be made to the trustee of a successor fund without the consent of the relevant Member, if permitted by the Superannuation Conditions.

38. COMPLAINTS

38.1 Establishment of complaints procedure

If required by the Superannuation Conditions, the Trustee will establish such reasonable procedures under which enquiries and complaints may be dealt with.

REFERENCE SCHEDULE

Date of this Deed:- 21 September 2017 .

Prior Governing Rules Dated:- 13 March 2003.

Amending Power (Clause number):- 8.1

Name of Fund:-

Shooks Superannuation Fund

Parties:-

(a) Trustee(s):-

Shooks, Lance
15 Alfred Hill Drive
Melba ACT 2615

Shooks, Christina
15 Alfred Hill Drive
Melba ACT 2615

(b) Member(s):-

Shooks, Lance
15 Alfred Hill Drive
Melba ACT 2615


Shooks, Christina
15 Alfred Hill Drive
Melba ACT 2615

(c) Principal Employer (if any):-

Parties Who Have
Power to Amend:- Trustees

Executed as a deed on the date appearing in the Reference Schedule.

Signed Sealed and Delivered by
Shooks, Lance
in their capacity as Trustee
in the presence of:



.....
Shooks, Lance


.....
Witness (Signature)

Amy Russell
.....
Print Name of Witness


Signed Sealed and Delivered by
Shooks, Christina
in their capacity as Trustee
in the presence of:



.....
Shooks, Christina


.....
Witness (Signature)

Amy Russell
.....
Print Name of Witness

Signed Sealed and Delivered by
Shooks, Lance
in their capacity as Member
in the presence of:



.....
Shooks, Lance


.....
Witness (Signature)

Amy Russell
.....
Print Name of Witness

Signed Sealed and Delivered by
Shooks, Christina
in their capacity as Member
in the presence of:


.....
Shooks, Christina


.....
Witness (Signature)

Amy Russell
.....
Print Name of Witness

SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993

SUPERANNUATION TRUST DEED

FOR

SHOOKS SUPERANNUATION FUND



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THIS DEED is dated

13th March 2003

Parties:

The several parties named in the Reference Schedule attached to this Deed.

Background

- A. The parties to this Deed wish to establish and maintain an indefinitely continuing superannuation fund for the purposes of the provision of benefits for Member(s) upon their retirement, the provision of benefits upon their attaining a particular age, the provision of benefits for dependents of a Member upon death and for other purposes permitted by the Superannuation Industry (Supervision) Act 1993.
- B. The Trustee(s) named in the Reference Schedule is the first Trustee(s).
- C. The Initial Member(s) named in the Reference Schedule are the first Member(s) of the Fund and the Principal Employer, if any, named in the Reference Schedule is the Principal Employer.
- D. It is intended that the Fund will be administered as a self managed superannuation fund regulated under the provisions of the Superannuation Industry (Supervision) Act 1993.

The parties agree as follows:-

Fund Establishment

- 1.1 The parties to this Deed hereby establish a superannuation fund which is to be known by the name referred to in the Reference Schedule ("the Fund").
- 1.2 The Fund commences and comes into operation on the date of this Deed.
- 1.3 The Trustees must hold the Trust Fund upon the Trusts contained in this Deed.

Interpretation

- 2.1 In this Deed unless the context otherwise requires words importing gender include any gender and words importing number include the singular number and the plural number. The following words have the meanings unless the contrary intention appears and subject to paragraph 2.3:-

"Act" means, the Superannuation Industry (Supervision) Act, 1993, the Occupational Superannuation Standards Act, 1987 or any other legislation (as may be amended from time to time) governing superannuation funds from time to time and any re-enactment thereof and includes regulations from time to time made thereunder and the determinations from time to time of the Commissioner and where the context requires, the Guarantee Act.

"Associated Employer" means any company, person or firm which the Trustees admit (including, subject to the Superannuation Conditions, by acceptance of a contribution from an employer of a Member) under this Deed or the Rules of the Fund to participate as a contributing Employer to the Fund.

"Auditor" means an approved Auditor as defined in Section 10 of the SIS Act.

For Deeds Of Trust

"Beneficiary" means a Member, Dependant or other person entitled to receive a benefit under this Deed.

"Constitutional Corporation" has the meaning in Section 10(1) of the SIS Act.

"Commissioner" means the Commissioner of Taxation, the Australian Prudential Regulation Authority, or the Australian Securities & Investments Commission, as may be appropriate having regard to the provisions of the Act and the nature of the Fund, or any other governmental authority responsible for administering the laws or rules relating to the concessional taxation of Superannuation Funds.

"Deed" means this Deed and the Rules or any alteration to, addition to or variation made to it from time to time except where the context otherwise requires.

"Dependant" means the spouse and any child (in either case within the meaning of the Act) of the Member and any other person who in the opinion of the Trustees is and is accepted by the Commissioner to be at a relevant time a dependant of the Member within the meaning of the SIS Act.

"Eligible Person" means a person engaged in any business, trade, profession, vocation, calling, occupation or employment permitted by the Superannuation Conditions to join the Fund and includes any person who is under age 65 and who has at any time in the period of two years immediately preceding the date of the Deed constituting the Fund engaged in full-time or part-time gainful employment and any other person who is otherwise not excluded from membership of the Fund by the Superannuation Conditions.

"Employee" has the meaning in Section 10 of the SIS Act.

"Employer" has the meaning in Section 10 of the SIS Act.

"Employer-Sponsored Fund" has the meaning in Section 16(3) of the SIS Act.

"Employer-Sponsored Member" means a Member who is an employee of a contributing employer.

"Employment" means gainful employment, part-time employment and full-time employment and includes the services of an independent contractor and all senses of the word employ include the same meaning.

"Financial Year" means the accounting period selected by the Trustees for the Fund. It must not exceed twelve months and may at times be less than twelve months.

"Full-time", in relation to being gainfully employed, means gainfully employed for at least 30 hours each week or otherwise as may be provided by the SIS Act.

"Gainfully employed" means employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment.

"Guarantee Act" means the Superannuation Guarantee (Administration) Act 1992.

"Mandated Employer Contributions" has the meaning in the SIS Act.

"Member" means an Eligible Person who has been admitted to the Fund and where the context so requires or permits includes a Past Member, a former Member and a Pensioner.

"Member's Benefit" in respect of a Member is the net amount standing to the Member's credit in that Member's accounts including the employer's contribution account (if any), the Member's contribution account and the vested employer's contribution account (if any) plus the realisable value (if any) at that time of any policy of insurance owned by the Trustees on the life of that Member or paid for out of that Member's employer's contribution account (if any), Member's contribution account or vested employer's contribution account (if any) or other Member's account.

"Member Financed Benefits" has the meaning in the SIS Act.

"Old-Age Pensions" has the same meaning as in paragraph 51(xxiii) of the Constitution.

"Part-time", in relation to being gainfully employed, means gainfully employed for at least 10 hours, and less than 30 hours, each week or otherwise as may be provided by the SIS Act.

"Past Member" means a former Member who still has a right to receive a benefit from the Fund.

"Pension Benefit Account" means an account that provides a retirement benefit.

"Pensioner" means a retired Member, Past Member of the Dependent of a deceased Member, Past Member or Pensioner who is in receipt of or who is entitled to a pension.

"Personal Representative" or **"Legal Personal Representative"** means in relation to a Member a person who satisfies the Trustees that such person is entitled to represent the Member and to give valid receipts and discharges on the Member's behalf and in relation to a deceased Member the person who has been granted probate of a will or letters of administration of an estate of that Member.

"Preserved Portion" means the portion of an account or a benefit that is preserved for the benefit of a Member under the Superannuation Conditions, this Deed or other agreement.

"Primary Beneficiary" has the meaning in the SIS Act.

"Regulated Superannuation Fund" has the meaning in the SIS Act.

"Reserve Account" means the account referred to in paragraph 18.1(d).

"Retire" means to cease to be engaged in the employment in which the Member is for the time being engaged and **"Retirement"** has a corresponding meaning.

"Retirement Date" and **"Retiring Age"** both mean the sixty-fifth birthday or such other date as the Trustees determine, not being inconsistent with the Superannuation Conditions.

"Reversionary Beneficiary" has the meaning in the SIS Act.

"Rules" means the Rules set out in the Schedule to the governing rules and includes any additions, variations and modifications thereto.

"Segregated Current Pension Assets" has the meaning given from time to time by the Tax Act.

"SIS Act" means the Superannuation Industry (Supervision) Act 1993 as amended from time to time and regulations from time to time made thereunder.

"SIS Regulations" mean the regulations made under the SIS Act as amended from time to time.

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

"Standard" means a standard prescribed by the SIS Act.

"Standard Employer-Sponsor" has the meaning in the SIS Act.

"Standard Employer-Sponsored Fund" has the meaning in the SIS Act.

"Superannuation Conditions" subject to 2.4 means any provision which may be applicable to the Fund under the Act, the Tax Act or other laws or rulings of the Commissioner which must or may be met for the Fund to be treated with the most concessional taxation treatment available or to be treated in any manner which, in the opinion of the Trustees, is concessional and includes conditions which must be met for the Fund to become or remain a self managed superannuation fund.

"Tax Act" means Income Tax Assessment Act 1936 or 1997 as may be applicable.

"Trustees" means the Trustees or the Trustee for the time being of the Fund and **"Trustee"** has the same meaning.

"Vested Portion" means the portion of an account or benefit that is vested for the benefit of a Member including any such portion which is preserved for the benefit of a Member and any such portion which has been transferred in respect of a Member to the Fund from another superannuation fund as a vested benefit.

2.2 Headings:

The headings in this Deed and the Rules are for convenience and reference only and are not to affect its interpretation.

2.3 Interpretation:

(a) Any word or expression which is defined in the Act has in this Deed the meaning ascribed to it by the Act and to the extent that a meaning ascribed to a word or expression within this Deed is inconsistent with the meaning ascribed to it by the Act the meaning ascribed by the Act prevails unless the contrary intention appears provided that where more than one meaning may be ascribed then the Trustees may determine which of those meanings applies.

(b) This Deed will be read and construed on the basis that the provisions of the SIS Act are incorporated to the extent that they impose requirements on the Trustees or are required by that Act to be so incorporated, but this Deed will not be so read or construed and no provision or regulation will be so incorporated if to do so would constitute a breach of the power granted by this Deed to vary, add to or rescind its provisions. To the extent not prohibited by the SIS Act, the Trustees may however by resolution determine that a provision of the SIS Act does not apply, either generally to the Fund or in respect of any particular application and the Deed must be construed accordingly.

2.4 Inconsistencies with the Superannuation Conditions:

Where it appears to the Trustees that there is any inconsistency or difference between:-

(a) any provision of any applicable legislation or other laws and another provision or provisions;

- (b) the rulings of the Commissioner and other rulings of the Commissioner;
- (c) the Acts or laws referred to in (a) and the rulings referred to in (b);
- (d) the Rules and this Deed,

then the Trustees may determine, either generally or in respect of any particular application, in their absolute discretion, which provision or ruling applies and the Deed must be construed accordingly and subject to such determination and to the Act, if there is any inconsistency between the Rules and the Deed the Deed shall prevail.

2.5 Proper Law:

This Deed and the Rules are governed and construed and take effect in accordance with the laws of the State or Territory of residence of the Trustee (however Section 35(b) of the South Australian Trustees Act 1936 does not apply to this Deed). Any person having or claiming any interest under this Deed must submit to the jurisdiction of the Courts of that State or Territory.

2.6 Saving Provision:

To the extent any provision of this deed would be void or invalid, but for this paragraph ("an invalid provision"):

- (a) where a reading down or limitation of the operation of the invalid provision would remove the voidness or invalidity, that must be done in constructing the Deed;
- (b) where it is not possible to apply paragraph (a), the invalid provision is severed from the Deed;
- (c) in any event, an invalid provision does not affect the continued operation of the remainder of the Deed.

Sole Purpose Test

3.1 Core Purposes:

The Trustees must ensure that the Fund is maintained solely for one or more of the core purposes or both one or more of the core purposes and for one or more of the ancillary purposes provided in the Act.

3.2 Sole Purpose:

Despite any other provision of this Deed, the Trustee must be a constitutional corporation unless the Trustees are individuals and in that event and despite any other provision of this Deed the sole or primary purpose of the fund is the provision of old-age pensions.

Constitution of Fund

4.1 Trusts:

All assets of the Fund are vested in the Trustees who stands possessed of the same upon trust to apply the same in the manner and for the objects and purposes of the Fund as set forth in this Deed and any amendment.

4.2 Perpetuities:

If the Deed is or becomes subject to a rule against perpetuities the Trustees must not later than the specified date dissolve the Fund and pay to or secure for the Members or their Dependents or Personal Representatives such amounts as the Trustees may subject to this Deed determine notwithstanding that Members are then in the service of the Employer. For the purposes of this paragraph the "specified date" is that date which by the rule to which this Deed is or becomes subject is the last date limited for the vesting of the whole of the Fund without infringement of the rule and where that date is to be calculated by reference to a life in being the life is that of the last survivor of all the lineal descendants of His Late Majesty King George VI who are living at the date of execution of this Deed.

Notice of Election

5. **Trustees to give notice to become a regulated fund:**
The Trustees must give to the Commissioner within the period provided by the Superannuation Conditions a written notice in the approved form and signed in the manner required by the SIS Act electing that the Act is to apply in relation to the Fund.

Statutory Covenants

6. **Statutory Covenants:**
The purpose of this paragraph is explanatory only. The effect of Section 52 of the SIS Act is that the Trustees covenant as follows in accordance with the SIS Act:-
- (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 Trustees' duties and powers are performed and exercised in the best interests of the beneficiaries;
 - (d) to keep the money and other assets of the Fund separate from any money and assets, respectively:-
 - (i) that are held by the Trustees personally; or
 - (ii) that are money or assets, as the case may be, of a standard employer-sponsor, or an associate of a standard employer-sponsor, of the Fund;
 - (e) not to enter into any contract, or do anything else, that would prevent from, or hinder the Trustees in, properly performing or exercising the Trustees' functions and powers; this does not prevent the Trustees from engaging or authorising persons to do acts or things on behalf of the Trustees.
 - (f) to formulate and give effect to an investment strategy that has regard to the whole of the circumstances of the Fund including, but not limited to, the following:
 - (i) the risk involved in making, holding and realising, and the likely return from the Fund's investments having regard to its objectives and its expected cash flow requirements;
 - (ii) the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;
 - (iii) the liquidity of the Fund's investments having regard to its expected cash flow requirements;
 - (iv) the ability of the Fund to discharge its existing and prospective liabilities;
 - (g) if there are any reserves of the Fund - to formulate and to give effect to a strategy for their prudential management, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;

- (h) to allow a beneficiary access to any information or documents prescribed under the SIS Act.
- (i) to observe such covenants as are prescribed to be included in the governing rules of the Fund prescribed by the Act.

Statutory Requirements

7. **Self Managed Superannuation Fund:**
Subject to paragraph 3.2 and despite any other provision of this Deed, the Trustees are empowered to do all things necessary to be done by them to ensure that the Fund satisfies the conditions applicable to self managed superannuation funds regulated in accordance with the Act.

Alterations to the Deed

- 8.1 **Methods to alter Deed:**
Subject to this paragraph 8 and the Superannuation Conditions this Deed and the Rules may be amended:

- (a) by deed executed by the Trustees and subject to compliance with the Superannuation Conditions, with the consent of a two thirds majority of Members; or
- (b) by oral resolution of the Trustees and subject to compliance with the Superannuation Conditions, with the consent of a two thirds majority of Members.
- (c) and in any event if there is a Principal Employer its written consent must be obtained to any amendment unless this requirement is inconsistent with the SIS Act or the Superannuation Conditions.

- 8.2 **Effective Date:**
An amendment under this paragraph takes effect from the date (prospective or retrospective) specified in the resolution or if not specified on the date on which the resolution is made.

- 8.3 **Prohibition:**
If the Act prohibits it, this Deed must not be amended in such a way that:

- (a) a person other than a constitutional corporation would be eligible to be appointed as Trustee unless the Deed or any amending deed, provides, 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; or
- (b) the sole or primary purpose of the Fund would be a purpose other than the provision of old-age pensions unless the Deed or any amending deed provides, and will continue to provide after the amendment is made, that the Trustee must be a constitutional corporation.

- 8.4 **Notice to be given to Members following alteration:**
The Trustees must give to each Member such information or notice in respect of the amendments as may be required by the Superannuation Conditions.

Trustees

- 9.1 **Written consent of Trustee required:**
A person is not eligible for appointment as a Trustee, or, if the Trustee is a corporate Trustee, as a director of that corporate Trustee, unless the person has consented in writing to the appointment.

9.2 Consent of new Members to Trustees:

A person joining the Fund as a Member consents, as a condition of joining the Fund, to the Trustees, at the date of the Member so joining, continuing to act as Trustees and to being appointed as a Trustee or if the Trustee is a body corporate, to being appointed as a director of that body corporate (unless that Member is under a legal disability or otherwise not entitled to become a Trustee under the SIS Act.)

9.3 Chairperson:

The Chairperson of any meeting of the Trustees or of the body corporate sole Trustee does not have any second or casting vote.

9.4 Number of Trustees:

The number of Trustees must be such number as does not exceed the maximum number and is not less than the minimum number permitted by the SIS Act necessary for the fund to satisfy the provisions applicable to self managed superannuation funds.

9.5 Meetings of Members:

The Trustees may establish procedures and policies for the regulation of meetings of Members.

9.6 Decisions of Trustees:

If required by the Superannuation Conditions, a decision of:

- (a) the individual Trustees of the Fund; or
- (b) the Board of Directors of the Corporate Trustee of the Fund;

must be taken not to have been made, or to be of no effect, if fewer than two thirds of the total number of the Trustees or Directors, as the case requires, voted for it. Otherwise a majority vote is sufficient.

9.7 Basic Equal Representation Rule:

Compliance with Rule: The Fund must, if required by the Superannuation Conditions, comply with the basic equal representation rule.

9.8 Vacancy in Office of Trustee:

- (a) The office of a Trustee or of a director of a body corporate sole Trustee ipso facto, becomes vacant if the Superannuation Conditions require it or upon the Trustee's or director's:
 - (i) death;
 - (ii) mental incapacity;
 - (iii) retirement by written notice to the Members and any other Trustee;
 - (iv) becoming a disqualified person within the meaning of the Act;
 - (v) suspension or removal under the Act;
 - (vi) tenure of the Trustee's position expires;
 - (vii) continuance in office would result in the fund no longer satisfying the conditions of the SIS Act applicable to self managed superannuation funds.

- (b) Pending any appointment of a Trustee hereunder, where a Member has died the deceased Member's legal personal representative may with the consent of any other Members, act as Trustee in place of the deceased Member/Trustee (or director of a corporate trustee) in any period commencing on the Member's death and ending on the date the Member's benefits become payable.
- (c) Pending any appointment of a Trustee hereunder, where a Member is under a legal disability the Member's legal personal representative may with the consent of any other Members, act as Trustee in place of that Member/Trustee (or director of a corporate trustee) in any period when the Member is under a legal liability or the legal personal representative has an enduring power of attorney from that Member and ending on the date the Member's benefits become payable.
- (d) The parent or guardian of a Member who is under 18 and who does not have a legal personal representative may be appointed as a Trustee.
- (e) Sub-paragraphs (c) and (d) are subject to the SIS Act.

9.9 Members to fill vacancy:

Any vacancy in Trustees or board of a corporate trustee must be filled within 90 days after it occurred where the Superannuation Conditions require it, or such other time as permitted under the Superannuation Conditions. Any vacancy may, subject to the Superannuation Conditions (and if required by the Superannuation Conditions with the consent of the Trustees), be filled by a resolution of a two-thirds majority of Members and may also be effected by Deed signed by or on behalf of the Members and signed by the new Trustee.

9.10 (a) Members may remove Trustees:

Subject to the Superannuation Conditions and if required by them, with the Trustees' consent, the Trustee or, where there is more than one, a Trustee, may be removed by a two-thirds majority of the Members and such removal is effective upon the passing of a resolution to that effect in accordance with this Deed.

(b) Members may replace Trustees:

At the time of making a resolution under sub-paragraph (a) above the Members may (with the written consent of the appointee or appointees) by resolution made and effected in like manner appoint a Trustee or Trustees to replace the person or persons so removed.

9.11 Self Managed Superannuation Fund Conditions:

Any appointment or removal of a Trustee(s) or a director of a body corporate Trustee must be made in such manner as will satisfy the provisions of the SIS Act applicable to self managed superannuation funds.

9.12 Additional Trustees:

Additional Trustees may be appointed, subject to the Superannuation Conditions, by a resolution of a 2/3rds majority of members or by Deed signed by or on behalf of the Trustees and the Members.

9.13 Principal Employer:

If the Fund has at the relevant time a Principal Employer then its consent must be obtained to any appointment or removal of Trustees unless this requirement is inconsistent with the SIS Act or the Superannuation Conditions.

Liability of Trustee and Directors

10.1 Liability of Trustee and Directors:

Subject to the Act, the Trustees and each Director of a corporate trustee, will not be liable for any acts or omissions other than those that are:-

- (a) dishonest; or
- (b) attributable to an intentional or reckless failure to exercise the degree of care and diligence required of a Trustee.

10.2 Indemnity:

Subject to the SIS Act, the Trustees and each of the Directors of a corporate Trustee, will be indemnified out of the Fund against all liabilities incurred by them as a result of any action taken or omitted in administering the Fund other than in the circumstances referred to in paragraph 10.1 and will have a lien on the Fund for this indemnity. The Trustees and the Directors of a corporate Trustee will not be indemnified out of the Fund for any penalty imposed on them under the SIS Act.

Approval of Members and Employers Generally

11. (a) Approval of Members/Associated Employers generally:

Subject to the Superannuation Conditions where under the terms of this Deed there is required in relation to the exercise by the Trustees of any power or authority or there is otherwise required the resolution, consent, approval or agreement (herein referred to as "resolution") of the Members or Associated Employer(s) generally the passing or rejection of that resolution must be determined in accordance with the succeeding provisions of this sub-paragraph unless all Members or Associated Employers of the Fund at the time of signature have signified their consent in writing otherwise.

(b) Written notice to Members/Associated Employers:

The Trustees of their own motion or upon written requisition by not fewer than ten percent of the Members/Associated Employers must give written notice by pre-paid ordinary mail to each Member/Associated Employer:-

- (i) specifying the matter in respect of which resolution is sought;
- (ii) setting out a comprehensible explanation of the reasons for which the resolution is sought;
- (iii) specifying the effect of the provisions of this sub-paragraph in relation to the determination of the resolution;
- (iv) containing provision for the Members/Associated Employers indication of the passing or rejection of the resolution;
- (v) containing a stamped addressed envelope to the Trustees.

- (c) **Trustee meeting to table responses:**
- (i) Upon the date which is fifteen (15) clear ordinary business days from the date upon which the notices under sub-paragraph (b) were posted to the Members/Associated Employers the Trustees must at a duly convened meeting of the Trustees table the responses of the Members/Associated Employers received by the Trustees and in the event that the requisite majority of responses indicates the passing of the resolution it must be passed and in the event that the requisite majority of such responses indicates the rejection of the resolution it must be rejected.
 - (ii) Any Member/Associated Employer is entitled to attend as an observer a meeting of the Trustees under this sub-paragraph.
- (d) The Trustees must retain the responses with the Minutes of the Meeting at which they were tabled.
- (e) **Requisite majority:**
In the provisions of this sub-paragraph the expression "requisite majority" means:-
- (i) in the case where a two-thirds majority is required - two-thirds or more of the responses;
 - (ii) in any other case - one-half or more of the responses.
- (f) **Notification to Members/Associated Employers:**
The Trustees must within fourteen (14) days of any meeting held under the provisions of this sub-paragraph notify all Members/Associated Employers of the result thereof.
- (g) **Strict compliance not essential:**
Any resolution made under this paragraph is not invalidated by reason of any or want of strict compliance with these provisions unless it is shown that there has or may be caused thereby some substantial and irreparable injustice.

Trustees not to be Subject to Direction

- 12.1 **Directions:**
If the Superannuation Conditions so require, the Trustees, despite anything in this Deed to the contrary, must not be subject, in the exercise of any of the Trustees' powers under the Deed, to direction by any other person.
- 12.2 **Direction taken to be a request:**
If any provision in this Deed is inconsistent with the preceding sub-paragraph then, despite such provisions, the Trustees must treat the direction as a request and the Trustees are not bound by such provision or request.

Investments

- 13.1 **Investment Strategy:**
The Trustees must formulate and give effect to an investment strategy in accordance with the Superannuation Conditions.
- 13.2 **Loans:**
The Trustees may not lend money to Members unless the Superannuation Conditions permit loans to Members.

- 13.3 Acquisition of assets from Members:**
The Trustees must not intentionally acquire an asset from:
- (a) a Member of the Fund; or
 - (b) a relative of a Member of the Fund.
- unless the Superannuation Conditions permit.
- 13.4 Borrowing:**
The Trustees may borrow money or maintain an existing borrowing of money if the Superannuation Conditions permit.
- 13.5 In-house assets:**
The Trustees must take all reasonable steps to ensure that the in-house assets rules applicable to the fund, if any, are complied with and may only invest in in-house assets if permitted by the Superannuation Conditions. Subject to those conditions the Trustees may continue to hold any existing in-house asset.
- 13.6 Arms' length dealing required:**
The Trustees must not, if prohibited by the Superannuation Conditions, make investments unless the Trustees and the other party to the relevant transaction are dealing with each other at arms' length in respect of the transaction.
- 13.7 Power to invest as if natural persons:**
- (a) Subject to applicable mandatory laws limiting Trustee investments, the Trustees may make any investment that a natural person may make. The Trustees have power to vary or transpose any of the investments so made.
 - (b) All investments by the Trustees are subject to compliance with the Superannuation Conditions.
- 13.8 Other investment powers:**
Without limiting the generality of the preceding sub-paragraph but subject to the limitation in it and subject to the Superannuation Conditions, the Trustees may invest in: -
- (a) any investment authorised by the laws of Australia or of any of its States or Territories for the investment of trust funds;
 - (b) the purchase of or subscription for preference or other shares or stock or preference or other share or stock options in any company registered in Australia or in any other country;
 - (c) the purchase of units or sub units of property or other investment trusts or other common fund;
 - (d) deposits with any bank, life insurance company or building society or on loan to any company, organisation or person not being a Member;
 - (e) policies of insurance, assurance, endowment, deposit administration or investment;
 - (f) the purchase of annuities and deferred annuities from a life insurance company or other organisation;
 - (g) the purchase of any real estate in Australia;
 - (h) deposits with or loans to an Employer;
 - (i) any other investment whether or not similar to any of the above which the Trustees consider to be appropriate.

13.9 Nominees for Trustees:

Any investment may be held in such names including the name of a nominee or custodian (whether an individual or corporation) as the Trustees from time to time determine to the extent not prohibited by the Superannuation Conditions.

13.10 Continuation of loans to Members:

The Trustees may continue any loans transferred in respect of a Member from another superannuation fund under conditions that will not cause the Fund to fail to satisfy the Superannuation Conditions.

Investment Choice

14.1 No obligation:

(a) The Trustees are not obliged to provide investment choice to Members or Beneficiaries of the Fund;

(b) The Trustees may however in their absolute discretion determine to provide investment choice subject to the Superannuation Conditions either generally or only in respect of certain Members or Beneficiaries or certain classes of Members or Beneficiaries of the Fund.

14.2 Investment Strategy:

(a) Where the Trustees determine to provide investment choice, they must establish an investment strategy for each of the investment choices available to Members and Beneficiaries and where appropriate must allocate or designate particular assets of the Fund to be held in accordance with that strategy they must notify Members and Beneficiaries of the investment objectives of each of those strategies and provide any other information required for this purpose by the Superannuation Conditions to enable Members and Beneficiaries to make an informed decision regarding the effect of and risks associated with, each of those investment strategies;

(b) The notification provided must include the various directions that a Member or a Beneficiary can give to the Trustees under paragraph 14.6 and the circumstances in which any such directions can be given or altered.

14.3 Trustees must monitor:

The Trustees must monitor each of the investment strategies established under paragraph 14.2 and the assets held in accordance with each strategy in order to ensure that each of those investment strategies is appropriate at all times in respect of Members or Beneficiaries or classes of Members or Beneficiaries to whom each of those strategies is available.

14.4 Earning rate:

The Trustees must determine a fund earning rate and allocate the earnings of the Fund to each Member's Account in accordance with the investment strategy applicable to the Member or Beneficiary as the Trustees determine or if the Superannuation Conditions or the SIS Act require it, in proportion to the amount standing to the credit of the Member's or Beneficiary's Account at the beginning of the fund year in respect of which the allocation is being made, appropriate adjustment being made for amounts (if any) credited or, debited to those Accounts during that year.

14.5 Selection and direction:

- (a) A Member or Beneficiary of the Fund, may, where the Trustees have determined to offer investment choice in accordance with paragraph 14.1, select one or more of the investment strategies formulated by the Trustees under paragraph 14.2 and direct the Trustees to invest part or the whole of the monies held in respect of that person in accordance with the strategy or strategies selected by that person under this paragraph.
- (b) Any directions by the Member or Beneficiary must only be given in accordance with the Superannuation Conditions and the Trustees must ensure that the Member or Beneficiary is provided with such information as required by the Superannuation Conditions in order to enable the Member or Beneficiary to make an informed decision.

14.6 Member document:

- (a) A Member or Beneficiary who wishes to select one or more investment strategies pursuant to paragraph 14.2 must give to the Trustees such documents as the Trustees require and must clearly set out details of the investment strategy or strategies selected by the Member or Beneficiary.
- (b) The Trustees are not bound to act on any such document if it breaches any of the requirements of the Superannuation Conditions.

14.7 Asset specific investments:

- (a) Except to the extent permitted by the Superannuation Conditions, the Trustees are not bound to make a particular investment in respect of a Member or Beneficiary of the Fund.
- (b) Where a Member or Beneficiary wishes to select particular investments, (whether those investments comprise one or more assets), a request to the Trustees must be made for an additional investment strategy or strategies for those particular investments ("asset specified investment strategy") to be formulated by the Trustees and for that strategy or those strategies to be made available to that Member or Beneficiary in accordance with paragraph 14.2.
- (c) The Trustees may in their absolute discretion approve or reject any requests made under this paragraph.

14.8 Advice to Members:

The Trustees must, if required by the SIS Act, advise Members and Beneficiaries of the investment strategy or strategies which will be adopted by the Trustees in respect of those Members or Beneficiaries or classes of Members or Beneficiaries who decline, or otherwise do not select an investment strategy.

Powers of Trustees

15.1 Discretion powers of Trustees:

Subject to the Superannuation Conditions, the Trustees in the exercise of the authorities, powers and discretions hereby vested in them have an absolute and uncontrolled discretion and may exercise or enforce or delegate (by power of attorney or otherwise) all or any of the authorities, powers or discretions from time to time or may refrain from exercising all or any of such authorities, powers or discretions from time to time and their decision as to the interpretation and effect of this Deed is final and binding on all parties.

15.2 Trustees actions subject to Superannuation Conditions:

The Trustees may only act in a manner not prohibited by the Superannuation Conditions.

15.3 Additional powers:

Subject to the Superannuation Conditions, the Trustees also have the following powers -

- (a) to insure or re-insure any risks contingencies or liabilities of the Fund;
- (b) to open and operate a bank account at any bank and to make regulations for the operation of such bank accounts including the signing and endorsing of cheques in connection therewith;
- (c) to institute or defend or otherwise deal with any legal proceedings in respect of the Fund;
- (d) to enter into any contract and do all such acts matters and things as the Trustees may consider necessary or expedient for any matter or purpose in respect of the Fund or this Deed;
- (e) to engage the services of any company, person or firm as the Trustees may consider necessary for the proper administration and management of the Fund or to obtain expert advice;
- (f) to appoint an Auditor of the Fund from time to time at such remuneration and on such other conditions as the Trustees think fit; and
- (g) to deduct and pay from the Fund the amounts of administration and other costs including any tax or duty payable by the Trustees in connection with the Fund and to debit any of the accounts of the Fund (including an account representing Member Financed Benefits) with such amounts in such manner as the Trustees may determine and which must not cause the Fund to fail to comply with the Superannuation Conditions;
- (h) to deduct from any benefit or other payment hereunder any tax or duty payable whether from or in respect of it and whether payable by the person entitled thereto or the Fund and must then pay that tax or duty to the relevant authority and the person is be entitled to receive only the net benefit or payment after the deduction has been made;
- (i) such other powers as are appropriate to the fulfilment of the purposes of the Fund and its proper and efficient management and its compliance with an exercise of powers authorities and discretions available under the Superannuation Conditions.

Notification of significant adverse effects

16. Trustees to give notice of significant adverse effect:

If the Trustees become aware of the occurrence of an event having a significant adverse effect on the financial position of the Fund, they must give such notice as may be required by the Superannuation Conditions.

Insurance

17.1 Life insurance:

The Trustees have power from time to time to effect policies of insurance upon the life of any Member to secure payment upon death of the Member or the happening of any other contingency in respect of that Member of such amount as the Trustees in their absolute discretion think fit and to renew any such policies for such period as the Trustees may think fit and the Trustees have power to accept an assignment of any policies of insurance effected in respect of a Member.

17.2 Annuities:

The Trustees have power from time to time to effect annuity or deferred annuity policies upon the life of any Member or any of the Member's Dependents of such amount as the Trustees determine and the Trustees have power to accept an assignment of such annuity or deferred annuity policies effected in respect of a Member.

17.3 Powers:

Policies must be issued in the names of or assigned to the Trustees and must be held by the Trustees upon and subject to the provisions of this Deed and the Trustees may enforce surrender sell or otherwise deal with any such policies as they in their absolute discretion think fit provided that the Trustees may also arrange for annuity or deferred annuity policies to be issued in the name of a beneficiary.

17.4 Evidence to be provided by Member for insurance:

A Member must provide any evidence that may be required from such Member in order to secure cover under any insurance policy and the Trustees are not bound to seek completion of such policy if evidence satisfactory to the insurance company is not provided.

Accounts

18.1 Trustees to keep accounting records:

The Trustees may:

- (a) keep such accounting records as correctly record and explain the transactions and the financial position of the Fund.
- (b) keep its accounting records so as to enable the preparation of the accounts and statements in accordance with the Superannuation Conditions.
- (c) keep its accounting records so as to enable those accounts, statements and returns to be conveniently and properly audited in accordance with the Superannuation Conditions.
- (d) keep a reserve account to which may be credited or debited such amounts as the Trustees determine from time to time subject to the Superannuation Conditions.

18.2 Balance sheet:

The Trustees must as soon as practicable after the expiration of each Financial Year cause to be drawn up such:

- (a) balance sheets and statements of financial position;
- (b) operating statements;
- (c) other financial accounts and statements as are required by the Superannuation Conditions; and/or
- (d) such other statements as the Trustees think fit.

18.3 Accounts and statements to be prepared:

The Trustees may prepare such accounts and statements additional to those described in this paragraph as are required by the Superannuation Conditions or otherwise, as they think fit.

18.4 Audit:

If required by the Superannuation Conditions, the Trustees must ensure that the accounts and statements of the Fund are audited.

- 18.5 **Maintenance of reserves:**
The Trustees may, if they consider it desirable to do so, maintain reserves of the Fund.
- 18.6 **Records to be kept by Trustees:**
The Trustees must keep such minutes, records and reports as they consider appropriate for the proper administration of the Fund and such further records, minutes and reports as may be required by the Superannuation Conditions.

Payments to Contributors

19. **Payments to Associated Employer:**
The Trustees may pay an amount or permit an amount to be paid out or transferred in specie to an Associated Employer or Principal Employer only if not prohibited by the Superannuation Conditions.

Rollover

20. **Trustees may pay rollovers:**
The Trustees may pay benefits to an eligible rollover fund or other fund as permitted by the Superannuation Conditions.

Member Accounts

- 21.1 **Trustees to keep Member and employer accounts:**
Subject to complying with the Superannuation Conditions, the Trustees may keep such accounts in respect of Member and employer contributions (if any) as they think fit including accounts in respect of segregated current pension assets.
- 21.2 **Power to retain prior categories of membership and vesting:**
- (a) Where under any prior governing rules of this Fund or under any fund from which a benefit has been transferred, provision was made for categories of membership or for vesting of contributions, the Trustees may, in their absolute discretion continue to apply or adopt those provisions or provisions similar thereto as the Trustees may reasonably determine.
 - (b) The Trustees may treat that benefit so transferred in that manner despite the provisions of this Deed, it being the intention of this provision to give the Trustees the power to retain and continue to treat that benefit in a similar manner to its treatment under those prior or other governing rules.
 - (c) This provision is subject to compliance with the Superannuation Conditions.
- 21.3 **Accounts may be kept:**
The Trustees may cause to be kept in respect of each Member a Member Account which may contain such particulars as the Trustees determine.
- 21.4 **Details of accounts:**
Each Member Account may include -
- (a) An Employer Contribution Account showing -
 - (i) contributions by any Associated Employer to that account;
 - (ii) sums which the Trustees determine to be credited or debited to the account in order to provide the benefits payable to or in respect of the Member in accordance with the Deed and Rules;
 - (iii) the portion of the account that is currently irrevocably vested for the Member (the Vested Portion); and
 - (iv) the portion of the account that is preserved and the conditions of such preservation (the Preserved Portion);

- (b) A Member Contribution Account showing -
- (i) contributions by the Member to that account;
 - (ii) sums which the Trustees determine are properly to be credited or debited to the account in order to provide the benefits payable to or in respect of the Member in accordance with the Deed and Rules;
 - (iii) the portion of the account that is currently irrevocably vested for the Member (the Vested Portion); and
 - (iv) the portion of the account that is preserved and the conditions of such preservation (the Preserved Portion); and
- (c) Any such Account may, subject to the Superannuation Conditions, be debited or credited and such other entries may be made or particulars recorded as the Trustees deem to be appropriate including provisions for reserves.

Segregated Current Pension Assets

- 21.5 The Trustees may in accordance with the Tax Act, transfer and segregate any of the assets of the fund for the sole purpose of discharging the current pension liabilities of the fund out of those assets.
- 21.6 The transfer values and annual valuations of the segregated current pension assets must be determined in accordance with the Tax Act.
- 21.7 The Trustees may, in accordance with the Tax Act, re-transfer assets segregated in order to meet the requirements of the Tax Act applicable to the segregated current pension assets.
- 21.8 The Trustees may do or cause all such things to be done as may be necessary for the Trustees to comply with the provisions of the Tax Act necessary to transfer contributions to a life insurance company or pooled superannuation trust to permit taxation of those contributions in the hands of such company or trust in accordance with the Tax Act.
- 21.9 The Trustees may create such Pension Benefit accounts in respect of pensions payable under this Deed as the Trustees determine.

Valuation of the Fund and Allocation of Profits or Loss

22.1 Valuation:

The Trustees must at the end of each Financial Year and may at any time value the assets and liabilities of the Fund and any surplus or deficiency including unrealised gains or losses revealed by such valuation must be separately credited or debited to the profit and loss account of the Fund. For the purpose of effecting a valuation the Trustees have an absolute discretion in selecting the valuation basis for any asset or liability provided that such basis must not be one which causes the Fund to fail to satisfy the Superannuation Conditions.

22.2 Profit or loss distribution:

The Trustees may in their absolute discretion determine the amount of profit or loss of the Fund that must be credited or debited to and amongst the Member Accounts and any other accounts that the Trustees nominate in such proportions and such manner as the Trustees decide and may set formulae or interest rates for this purpose provided that the Trustees must in the exercise of their discretions under this paragraph act in a manner that is in accordance with the Superannuation Conditions. If the Trustees maintain reserves the Trustees may first determine what amount of the profit or loss is to be allocated to the reserve accounts, and the balance (if any) credited or debited in accordance with this Deed.

22.3 Other debits:

Subject to the Tax Act and the Superannuation Conditions, the Trustees may debit any accounts of the Fund in respect of taxation liabilities or any other outgoings in such manner as the Trustees determine.

Contributions

23.1 Employer contributions:

Each Associated Employer, if any, and Principal Employer, if any, must contribute to the Fund pursuant to an arrangement between such employer and the Trustees in respect of the employer's employee who is a Member of the Fund.

23.2 Employer sponsors:

The arrangement referred to in the preceding paragraph is that the Employer must pay or cause to be paid into the Fund from time to time on a basis agreed with the Trustees contributions or other monies as may be required in accordance with the Rules and subject to compliance with the Superannuation Conditions provided however that the Trustees may refuse to accept any contributions.

23.3 Member contributions:

Subject to the Superannuation Conditions and this Deed, each Member may contribute to the Fund (whether in specie or otherwise, subject to the Superannuation Conditions) such amount or otherwise as is agreed between the Member and the Trustees.

23.4 Acceptance of contributions:

The Trustees may accept any contribution unless the Superannuation Conditions do not permit it.

23.5 Conditions for accepting contributions:

Subject to sub-paragraphs 23.4 and 23.10 the Trustees may accept contributions that are made in respect of a Member who is under age 65 only if:

- (a) the contributions are mandated employer contributions; or
- (b) the contributions are not mandated employer contributions and the Member:
 - (i) has, at any time in the period of 2 years immediately preceding the date of acceptance, engaged in full-time or part-time gainful employment; or
 - (ii) ceased full-time or part-time gainful employment because of ill-health (whether physical or mental) that, at the date of acceptance, prevents the Member from engaging in employment of the kind that the Member engaged in at the onset of the ill-health; or
 - (iii) is on authorised leave from his or her employer, and:
 - (A) the leave is for the purposes of raising children of whom the Member is a parent, or for whom he or she has assumed the responsibility of a parent; and
 - (B) he or she has been on that leave for less than 7 years consecutively; and
 - (C) he or she has a statutory or contractual right to resume employment at the end of the leave; and

(D) either:

- (I) he or she was a Member of the fund immediately before going on the leave; or
- (II) the fund is a fund of which the employer is a standard employer-sponsor; or

(c) the contributions are eligible spouse contributions.

23.6 Authorised Leave:

For the purposes of sub-paragraph 23.5(b)(iii) above "authorised leave", in relation to a Member, means leave that is:

- (a) approved by the Member's employer, if any; or
- (b) authorised by:
 - (i) a law of the Commonwealth, a State or a Territory; or
 - (ii) an agreement certified, or an award made, by a tribunal or body having the authority to do so under a law of the Commonwealth, a State or a Territory.

23.7 Contributions by Members aged 65-70:

Subject to sub-paragraphs 23.4 and 23.10, the Trustees may accept contributions that are made in respect of a Member who has reached age 65 but not age 70 only if:

- (a) the contributions are mandated employer contributions; or
- (b) the Member is gainfully employed on a part-time or full-time basis.

23.8 Contributions by Members aged 70-75:

Subject to sub-paragraphs 23.4 and 23.10, the Trustees may accept contributions that are made in respect of a Member who has reached age 70 but not age 75 only if:

- (a) the contributions are mandated employer contributions: or
- (b) the contributions are made by the Member in respect of the Member and the Member is gainfully employed on a full-time or part-time basis.

23.9 Contributions by Members aged over 75:

Subject to sub-paragraphs 23.4 and 23.10, the Trustees may accept contributions that are made in respect of a Member who has reached age 75 only if the contributions are mandated employer contributions.

23.10 Contributions made after relevant period:

The Trustees may accept contributions in respect of a Member if the Trustees are reasonably satisfied that the contribution is in respect of a period during which, under paragraph 23.5, 23.7, 23.8 or 23.9 the fund may accept the contribution in respect of that Member, even though the contribution is actually made after that period.

23.11 Issue of Child Accounts

- (a) The trustee must not issue a child account to a person unless:
 - (i) the person making the application is the child's legal personal representative, a parent of the child or the child's guardian; or
 - (ii) the child account is issued as a result of an eligible application.
- (b) The acceptance of child contributions is subject to SIS.

23.12 E.T.P.:

The Trustees may receive such eligible termination payments as the Trustees accept from time to time provided that such payment would not result in the fund:-

- (i) no longer complying with the conditions applicable to self managed superannuation funds; or
- (ii) no longer complying with the Superannuation Conditions

and further provided that the Trustees may in any event refuse to accept such payment or contribution.

23.13 Entries & Membership:

Subject to the Superannuation Conditions, in respect of any receipt:-

- (a) the Trustees may make such relevant entries in the accounts of the fund as they deem appropriate; and
- (b) despite other provisions of this Deed may admit to membership of the fund as necessary in the Trustees' opinion such persons as may be entitled to such contributions or eligible termination payments.

23.14 (a) Contributions in Cash or Assets:

Any contribution made by a Member or an Associated Employer must be made to the Trustees within the period in respect of which it is paid either in cash or by transfer of an asset or assets provided that the assets transferred must be investments permitted by this Deed. Any such transfer of an asset must be made upon the terms and conditions required by the Superannuation Conditions, and must not be made if the Trustees or an agent or delegate of the Trustees is prohibited by the Superannuation Conditions from acquiring the asset.

(b) No Obligation to Contribute:

In the absence of any agreement to the contrary neither a Member nor an Employer are under any obligation to make a contribution to the Fund and a Member may remain a Member of the Fund notwithstanding a contribution is not made in respect of that Member in respect of any year.

(c) Ineligible Contributions:

If the Trustees at any time ascertain that any contribution has been accepted in breach of the provision of paragraph 23, the Trustees must refund such contribution within any time period which may be required by the Act, less any:

- (i) charge which an insurer may have made in respect of any extra cover which it has provided in relation to those contributions; and
- (ii) reasonable administration charges, and reduce the Benefits held for the Member in the Fund to those which would have been held if such contribution had not been received.

Benefits

24.1 Maximum Benefits:

Unless the Trustees, otherwise and subject to the Superannuation Conditions unanimously resolve the liability (if any) of the Trustees to make payments to or for any Member, Dependent, Personal Representative or Beneficiary must not in any event exceed the lesser of:-

- (a) the benefits provided under the Deed in respect of such Member, Dependent, Personal Representative or Beneficiary; and

- (b) the total balances of the relevant Member Accounts and any insurance proceeds received by the Trustees in respect of the Member.

24.2 Additions:

Despite any provision in the Deed and subject to the Superannuation Conditions, the Trustees, may from time to time or at any time commence to provide or add to:-

- (a) the vesting in or for Members within any Employer Contribution Accounts held for their benefit; or
- (b) any death, ill health or disability insurance policies upon the life of any Member.

24.3 Vesting:

There vests in each Member:

- (a) the amounts required to be vested by the Superannuation Conditions;
- (b) the amounts, if any, already vested in that Member pursuant to any rules of the Fund applicable prior to the date of this Deed;
- (c) any amount not otherwise vested which the Trustees with the consent of the Member's Employer (if any) agree is to be vested including any benefits or amounts transferred to the Fund as a vested benefit from another superannuation fund.

24.4 Application of benefits:

The benefits payable to or in respect of Members, Dependents and Personal Representatives in accordance with the Deed must be paid or applied to or for the benefit of such one or more of those Beneficiaries in the form of lump sums, pensions or annuities as provided in the Rules and in such manner as the Trustees may in their absolute discretion decide provided that such payments do not cause the Fund to fail to satisfy the Superannuation Conditions, nor conflict with paragraph 3.2 and is subject to any valid notice given to the Trustees by a Member pursuant to paragraph 24.6.

24.5 Members request:

Subject to the Superannuation Conditions and paragraph 3.2 and despite the Rules, when a benefit is payable as a pension the Member may by written notice to the Trustees request payment of such benefit as an immediate or deferred lump sum and while the Trustees will take due consideration of a request the Trustees decision with respect to the form of any benefit payment will be final. If the Trustees at the relevant time are individuals then the Trustees must comply with the Member's request despite this paragraph 24.5 and despite the Rules.

24.6 Binding Nominations:

- (a) Subject to the Superannuation Conditions, the Trustees consent to the ability of a Member to make a binding nomination to pay benefits to a designated dependant and the Trustees agree to give effect to such notice.
- (b) The purpose of the following sub-paragraph is explanatory and it applies subject to the provisions of the SIS Act. If the Trustees are unable to lawfully act upon the Member's notice referred to below then the Trustees may pay the relevant benefit to the Member's legal personal representative or to the Member's dependants or any one or more of them and in such proportions as the Trustees in their absolute discretion determine, not being inconsistent with the SIS Act.

- (c) Subject to sub-paragraph 24.6(i) a Member may require the Trustees to provide any benefits in respect of that Member, on or after the death of that member, to the legal personal representative or a dependant of the Member if the Trustees give the Member information under sub-paragraph 24.6(d).
- (d) The Trustees must give to the Member information that the Trustees reasonably believe the Member reasonably needs for the purpose of understanding the right of that Member to require the Trustees to provide the benefits.
- (e) Subject to sub-paragraph 24.6(i) the Trustees must pay a benefit in respect of the member, on or after the death of that member, to the person or persons mentioned in a notice given to the Trustees by that Member if:
 - (i) the person, or each of the persons, mentioned in the notice is the legal personal representative or a dependant of that member; and
 - (ii) the proportion of the benefit that will be paid to that person, or to each of those persons, is certain or readily ascertainable from the notice; and
 - (iii) the notice is in accordance with sub-paragraph 24.6(g); and
 - (iv) the notice is in effect.
- (f) A Member who gives notice under sub-paragraph 24.6(e), may:-
 - (i) confirm the notice by giving to the Trustees a written notice, signed and dated by the Member to that effect; or
 - (ii) amend or revoke the notice by giving to the Trustees notice, in accordance with sub-paragraph 24.6(g) of the amendment or revocation.
- (g) For the purposes of sub-paragraphs 24.6(e)(iii) and 24.6(f)(ii), the notice:-
 - (i) must be in writing; and
 - (ii) must be signed and dated by the Member in the presence of 2 witnesses, being persons:-
 - i. each of whom has turned 18; and
 - ii. neither of whom is a person mentioned in the notice; and
 - (iii) must contain a declaration signed and dated by the witnesses stating that the notice was signed by the Member in their presence.
- (h) Unless sooner revoked by the member, a notice under sub-paragraph 24.6(e) ceases to have effect at the end of the period of 3 years after the day it was first signed or last confirmed or amended by the members.
- (i) If an item of information given by a Member in a notice under sub-paragraph 24.6(e) is not sufficiently clear to allow the Trustees to pay the benefit, the Trustees must seek from the Member a written statement to clarify the item as soon as practicable after the Trustees receive the notice.

24.7 Preserved Benefits:

- (a) Any benefit which is subject to preservation or has been preserved under the Superannuation Conditions, an agreement made by the Trustees or this Deed and the Rules, must not be paid to or in respect of the Member at a date earlier than allowed from time to time under the Superannuation Conditions.
- (b) The Trustees may transfer any preserved benefit to another superannuation fund nominated by the Member, an approved deposit fund nominated by the Member, a deferred annuity nominated by the Member or such other superannuation entity as the Superannuation Conditions allow.
- (c) If the Fund holds benefits that were not the subject of preservation prior to the date of or the date of adoption or application of this Deed then nothing in this Deed operates in a way that has the effect of preserving those benefits unless the Superannuation Conditions require it.

24.8 Member otherwise has no interest:

Except as provided in this Deed and subject to the Superannuation Conditions, a Member, Dependant or Personal Representative have no right to or interest in the Fund.

24.9 Trustees to determine amount to pay benefits:

Upon the happening of an event as the result of which there arises an absolute or contingent right to the payment of a benefit in accordance with this Deed to or in respect of a Member, Dependant or Personal Representative either immediately or at some future date the Trustees must determine the amount required to meet that liability and any balance of the Member Accounts in excess of that amount must be transferred to the Forfeited Benefits Account.

24.10 Member to provide evidence of entitlement:

The payment or any benefit must be subject to the person claiming the same producing such evidence, doing such acts and executing such documents as the Trustees may reasonably require and the Trustees may postpone the payment of any benefit until the requirements of this paragraph have been met.

24.11 Trustees may transfer assets in specie:

Subject to the Superannuation Conditions, the Trustees may, with the agreement of the Member or Beneficiary to whom a benefit is payable, transfer investments of the Fund of equivalent value to such benefit in lieu of payment of the same in money. The Trustees may take into account such associated costs, taxes or other expenses of such transfer as they think fit and make adjustments accordingly.

24.12 Unclaimed monies:

If the Trustees cannot find a person entitled to a benefit then that benefit or part of that benefit may be paid or otherwise dealt with by the Trustees in such manner as the Superannuation Conditions permit.

24.13 Unpaid benefits:

In the circumstances prescribed by the Superannuation Conditions the Trustees may pay an unpaid benefit to an eligible rollover fund, or to the Commissioner or other body prescribed by the Superannuation Conditions.

Forfeited Benefits Account

25.1 Forfeited benefits account to be kept:

The Trustees must keep an account for the receipt of amounts forfeited from Member Accounts and any other credit balances that cannot be otherwise allocated under the provisions of the Deed. The account is to be known as the Forfeited Benefits Account.

25.2 Application of forfeited benefits:

The Trustees may in their absolute discretion apply amounts held in the Forfeited Benefits Account in the manner and to the purposes permitted by the Superannuation Conditions and, if permitted, these may include:

- (a) welfare benefits to assist in events of financial hardship, sickness, accident or other misfortune causing hardship;
- (b) supplementary benefits for retired Members;
- (c) additional benefits for current Members on an equal basis, or on a pro rata basis among all Members or, among Members on the basis of economic needs;
- (d) payment of administrative expenses of the Fund;
- (e) payment of a Member's own contribution to relieve hardship;
- (f) payment to an Employer in recompense for loss or damage as the consequence of employee misconduct;
- (g) payment to an Employer in the form of assessable income.

Provided that the Trustees, if the Superannuation Conditions require it, may not apply any amount so held which is attributable to the contributions of an Employer to the provision of any benefit or advantage for any Member who is not its Employee without the consent of that Employer and where the Trustees have given notice of not less than twenty one (21) days to an Employer of the Trustees intention to so apply any amount and the Employer has not responded the Employer is deemed to have consented to that application.

25.3 Equalisation Account:

- (a) The Trustee may at any time establish an Equalisation Account of the Fund and may transfer to the credit of that account any forfeited benefits or any amounts from an income account in the Fund.
- (b) Any monies held in the Equalisation Account do not form part of any Member Account and any income derived by the Fund on the monies held in the Equalisation Account is to be credited to the Equalisation Account.
- (c) The Equalisation Account is to be used by the Trustee in accordance with any applicable investment strategy relating to reserves to stabilise the investment earnings of the Fund and to provide for such contingencies as the Trustees consider appropriate.
- (d) This Rule 25.3 is subject to the Superannuation Conditions.

Benefits charged with payments due to Employer

26.1 The following provisions are subject to the Superannuation Conditions and apply to the extent to which they are not inconsistent with it.

26.2 Charge:

Subject to the Superannuation Conditions, the benefit payable in respect of a Member is to be charged with the payment to the Associated Employer of that Member of -

- (a) all amounts owing by him or her to that Employer;
- (b) any loss incurred by that Employer in consequence of the Member's fraud, dishonesty or misconduct; and

- (c) the costs of all proceedings civil or criminal incurred by that Employer in recovering any amount owing by him or her to that Employer or in respect of the Member's fraud, dishonesty or misconduct.

26.3 Evidence:

A statement in writing signed by that Employer or by the directors (if a company) or by two partners (if a firm) of that Employer stating the amount charged and requesting that the same be paid to that Employer is sufficient authority to the Trustees to pay such amount to that Employer.

26.4 Lien:

Despite any other provision contained in this Deed to the contrary, though subject to the Superannuation Conditions, the Trustees have at the date of payment of a benefit to a Member a lien over that benefit in respect of:-

- (a) all amounts owed by the Member to the Fund; and
- (b) any loss or expense incurred by the Trustees in consequence of the Member's fraud, dishonesty, misappropriation or other misconduct in respect of the Fund including the costs to the Trustees of recovering the same where the loss, expense or costs have been quantified and constituted a debt owing by the Member to the Trustees in their capacity as Trustees.

26.5 Certificate:

A certificate signed by the Trustees stating the amount of the lien over the Member's benefit claimed by the Trustees is prima facie evidence in the hands of the Trustees against all claimants of the amount owing to the Fund under the preceding sub-paragraph and is sufficient authority to the Trustees to retain in the Fund out of the amount of benefit to which the Member would otherwise be entitled the amount of such lien and the balance, if any, of the benefit which is not so retained in the Fund must be paid to or in respect of the Member.

Application of Benefits in Certain Cases

27.1 Member's insanity and other events:

This provision applies separately to vested and non-vested benefits and only if the Superannuation Conditions do not prohibit it. If a Beneficiary in the Trustee's opinion:-

- (a) who assigns or charges or attempts to assign or charge any benefit;
- (b) whose interest in any benefit, whether by the Member's or Beneficiary's own act, operation of law, an order of any Court or otherwise becomes payable to or vested in any other person, company, government or other public authority;
- (c) who is insolvent or who commits or has committed an act of bankruptcy;
- (d) who for any reason is unable personally to receive or enjoy the whole or any portion of a benefit or who, in the opinion of the Trustees is incapable of managing the person's affairs; or
- (e) who in the opinion of the Trustees commits any fraud or is guilty of dishonesty or defalcation,

the Member ceases to be presently or presumptively entitled to his or her benefit or such part of that benefit as the Trustees in their absolute discretion determine provided however that this sub-paragraph only applies to the extent that it is not limited by or inoperative under the Act or the Bankruptcy Act provided further that the Trustees will only recognise an assignment or charge of a benefit where it is acceptable under the Act.

27.2 Payments:

In any of the events mentioned in the preceding sub-paragraph and if the Superannuation Conditions do not prohibit it, the Trustees may pay to the Dependent of the Member:

- (a) the whole or such part of the benefit, or
- (b) any vested benefit

as the Trustees, in their absolute discretion, determine and may apply the balance of such benefits then remaining in the hands of the Trustees for the maintenance and support of such Member or Dependent as the Trustees in their absolute discretion may determine provided that any such payment or application by the Trustees for the maintenance and support of a Member while such Member continues to be employed is to be made only for the purposes of and in such circumstances as warrant the relief of hardship as may be permitted by the Superannuation Conditions. Any amounts not applied under this paragraph may be transferred to the Forfeited Benefits Account by the Trustees.

27.3 Discharge:

The payment or application of any monies pursuant to the preceding sub-paragraph is a complete discharge to the Trustees therefor.

Transfer of Benefits

28.1 Trustees to make arrangements with prior employer and Trustee:

- (a) Subject to the Superannuation Conditions the Trustees may at the request of an Employee or Member and with the consent of his or her Employer, if any, make such arrangements as they think proper with that previous employer or the trustee of any other superannuation fund or entity for the payment or transfer to the Fund of monies or assets and other rights and benefits of and arising in relation to the membership by such person in such other superannuation fund or entity.
- (b) The Trustees may make arrangements about any matter in relation to such payment or transfer which in their opinion is necessary and may also make such arrangements as are necessary to enable such Employee to be admitted to membership of the Fund, if that person is not a Member.
- (c) A payment or transfer may be made to the Trustees of a successor fund without the consent of the relevant Member if permitted by the SIS Act.

28.2 The Trustees must hold any monies or assets so paid or transferred to them from another superannuation fund according to the terms and conditions of this Deed subject to paragraph 21.2.

28.3 Application of transferred amounts:

On any such payment or transfer of monies or assets -

- (a) the amount of the entitlement of the Member concerned is to be credited to his or her Member Account in the manner resolved between the Member, the Trustees and the Trustees of the Fund from which the Member is transferring provided that any such monies or assets which represent a benefit which has vested in the Member is to be credited to his or her account as a vested benefit;
- (b) the amount which by the terms and rules of such other superannuation fund is required to be preserved is to be identified and held by the Trustees as a Preserved Portion under this Deed.

- (c) except to the extent required by the Superannuation Conditions, the money or assets so transferred must not be subject to preservation. Where the Fund holds benefits that were not the subject of preservation in a prior Fund then nothing in this Deed is to have the effect of preserving those benefits unless the Superannuation Conditions require it.

28.4 Application of benefits on Member leaving Fund:

The money and assets comprising any benefit payable to a Member on leaving the Fund may with the approval of such Member be paid or transferred to or invested in (as the case may be):-

- (a) another superannuation fund nominated by the Member of which such Member is or intends to become a Member and which satisfies the Superannuation Fund Conditions; or
- (b) an approved deposit fund nominated by the Member which satisfies the Approved Deposit Fund Conditions set out in the Superannuation Conditions; or
- (c) a deferred annuity nominated by the Member which does not pay benefits except in circumstances in which by the Superannuation Conditions or by this Deed benefits are payable to that person;
- (d) such other superannuation entity as the Superannuation Conditions permit.

The receipt of the Trustee of that other fund or scheme or the corporation issuing the policy is a complete discharge to the Trustees in respect of any money or assets so paid or transferred.

28.5 Application of preserved benefits:

The money and assets comprising any Preserved Portion of a benefit payable to a Member at a date after his or her leaving the Fund may be:

- (a) retained in the Fund; or
- (b) transferred to a superannuation entity provided that such transfer is not inconsistent with the Superannuation Conditions.

The receipt of the Trustees of that other fund or scheme or the corporation issuing the policy is a complete discharge to the Trustees in respect of any money or assets so paid or transferred.

Disclosure of Information

29. The Trustees must provide such information, reports or otherwise to such persons, superannuation entities or otherwise as may be necessary to comply with the Superannuation Conditions.

Notices

30. Notices may be given by the Trustees to Members and Dependents either personally or by sending the same by pre-paid letter posted to the address last known to the Trustees or the address last known to the Employer.

Principal and Associated Employers

31.1 Approval of Associated Employers:

Subject to the Superannuation Conditions the Trustees with the approval of the Principal Employer, if any, may permit any company, person or firm as an Associated Employer to contribute to the Fund. Unless inconsistent with the Superannuation Conditions, an Associated Employer is deemed to be bound by the Deed and the Rules on such payment of a contribution. The Trustees may require the Associated Employer to make application to join in a form approved by the Trustees.

31.2 Cessation:
Subject to the Superannuation Conditions an Employer ceases to be an Associated Employer on:-

- (a) The Employer ceasing to be an Employer of any Member; or
- (b) The Employer determining to cease contributing to the Fund; or
- (c) The Employer's becoming bankrupt or being placed into liquidation or receivership or ceasing to carry on a business.
- (d) The Employer giving written notice of ceasing to be an Associated Employer to the Trustees and to each Member who is employed by that Employer.
- (e) The Trustees giving written notice of cessation to the Associated Employer.

31.3 A Member who is an employee of an Employer that has ceased to be an Associated Employer does not by reason of that event cease to be a Member.

31.4 Appointment and cessation of Principal Employer:

- (a) Subject to the Superannuation Conditions, a Principal Employer of the Fund may cease to occupy that role by giving written notice to the Trustees of that fact and that cessation takes effect from the date that notice is so given.
- (b) Another entity may become the Principal Employer by written agreement of the Trustees and the Members with the consent of any then current Principal Employer.

Employers Rights Not Restricted

32.1 Employer's rights unaffected:

Nothing herein contained in any way restrict the rights of an Employer to determine the employment of a Member (or remove from office any director who is a Member) at any time and the fact that such Member is a Member is not to be taken as a guarantee of their employment, or continuance in office.

32.2 Damages:

The benefits to which a Member might claim to be entitled hereunder are to be disregarded in assessing damages in any action which may be instituted by such Member against the Employer in respect of their dismissal.

32.3 Workers compensation:

Nothing contained in this Deed is to affect the right of a Member or their Personal Representative or other person to claim damages or compensation at Common Law or under Workers' Compensation Acts or any other Statute in force governing compensation to a Member injured or dying from any accident arising out of and in the course of their employment with the Employer and any benefits payable hereunder are not to be reduced by reason of any payment that may be made in respect of such damages or compensation.

Winding up of Fund

33.1 Winding up:

Subject to the Superannuation Conditions and if so required, with the Trustees' consent, the Fund is to be wound up by the Trustees as at a date determined by them on the occurrence of any of the following events:-

- (a) if there are no assets of the Fund; or
- (b) if there are no Beneficiaries of the Fund and no Associated Employers and no Principal Employers; or

- (c) if in respect of each Associated Employer and Principal Employer, if any, an order is made or a resolution is passed for the winding up of such Employers and there are no Beneficiaries.
- (d) if the Trustees (with the consent of the Principal Employer, if any,) resolve to wind up the Fund.
- (e) if the Fund has a Principal Employer who is the only contributing employer and gives written notice requesting that the Fund be wound up to the Trustees and each Member.

33.2 Priorities:

Subject to the Superannuation Conditions and if so required, with the Trustees' approval, the assets of the Fund on its winding up are to be applied in the following order of priority and for the following purposes to the extent to which those assets will allow:-

- (a) firstly, in the payment of liabilities in respect of the administration and other costs associated with the winding-up proceedings;
- (b) secondly, in the discharge of all liabilities other than liabilities in respect of benefits payable to or in respect of Beneficiaries;
- (c) thirdly, in securing the minimum guaranteed benefits of members;
- (d) fourthly, in securing for each Member the amounts standing to the credit of -
 - (i) their Member Contribution Accounts;
 - (ii) the Vested Portion of their Employer Contribution Accounts; and
 - (iii) any Preserved Portion of their Member Accounts in excess of the amount secured under (i) and (ii) above; and
- (e) lastly, in the distribution of any remaining balance to such of the Beneficiaries, and to any of the Employers in such proportions as in the opinion of the Trustees is appropriate in the circumstances and in accordance with the Superannuation Conditions.

33.3 Subject to vesting and preservation:

Subject to the Superannuation Conditions and in so far as it is within the power of the Trustees to so do, in dealing with the benefit of any Member in a winding up of the Fund the Trustees must observe all the provisions of this Deed relating to the vesting, transfer, payment and preservation of benefits and must not act otherwise than as permitted by those provisions.

Complaints

34. Establishment of complaints procedure:

If required by the Superannuation Conditions, the Trustees will establish such reasonable procedures under which enquiries and complaints may be dealt with.

Schedule

The Rules

Interpretation

- 1.1 Matters covered by Rules:**
These Rules relate to the following matters concerning the Fund:-
- (a) membership of the Fund;
 - (b) the kinds of benefit provided by the Fund;
 - (c) the circumstances of payment of benefits;
- 1.2 Superannuation Conditions:**
These Rules are subject to the SIS Act.

Membership

- 2.1 Eligibility:**
Any Eligible Person may make application in writing to the Trustees in a form approved by the Trustees from time to time to join the Fund however if a proposed Member is employed by a Principal Employer then the Principal Employer's consent to membership must be obtained by the Trustees before admission of a Member, subject to the Act and the Superannuation Conditions.
- 2.2 Trustees may refuse:**
The Trustees may accept or refuse any application for membership in the Trustees absolute discretion and is not required to assign any reason for any refusal.
- 2.3 Trustees to give notice:**
A person becomes a Member when the Trustees give notice in writing to that person that such application has been approved and accepted, however notice to the members named in the reference schedule is not required.
- 2.4 Member bound by Deed:**
A person upon becoming a Member is deemed to have consented to and to be bound by the provisions of the Deed and Rules.
- 2.5 Cessation of membership:**
Subject to the Superannuation Conditions a person ceases to be a Member on the happening of the first of the following:-
- (a) death;
 - (b) when the total of all amounts payable under this Deed and Rules in respect of the Member's membership has been paid;
 - (c) when under this Deed and Rules any benefit payable to the Member or any person on the Member's account ceases to be payable; or
 - (d) when the Trustees so resolve, subject however to the Superannuation Conditions and the SIS Act.

Payment of Benefits

- 3.1. Payment on retirement or at age 65 - employer sponsored Member**
Subject to the provisions of these rules and to the Superannuation Conditions:-

- (a) the amount of the Member's Benefit will be paid or commence to be paid to an employer sponsored Member who, having attained the retiring age, ceases to be an employee.
- (b) An employer sponsored Member's Benefit will also be paid or commence to be paid to a Member on attaining age 65 if the Member continues to be employed by the employer after attaining age 65 but the number of hours worked are insufficient for the Member to be considered to be employed on a part-time basis.
- (c) Despite sub-rules 3.3 and 3.4, a Member's Benefit will be paid or commence to be paid to an employer sponsored Member who, having attained age 65, continues in employment but requests payment of the benefit.
- (d) To the extent only permitted by the Act, the Member's benefit may be paid to a Member who has not reached the Member's preservation age if the Trustees so determine.

3.2 Payment on retirement or at age 65 - non-employer sponsored member
Subject to the provisions of these rules and to the Superannuation Conditions:-

- (a) the amount of the Member's Benefit will be paid or commence to be paid to a non-employer sponsored Member who retires from the workforce and attains the age prescribed by the Act as being the preservation age for that member, or who retires from any gainful employment after attaining the age of 65 or such other age permitted by the Act.
- (b) The Member's Benefit will also be paid or commence to be paid to a non-employer sponsored Member on attaining age 65 if the Member continues to be gainfully occupied after that age but the number of hours worked are insufficient for the Member to be considered to be gainfully occupied on a part-time basis.
- (c) Despite rules 3.3 and 3.4, the member's benefits will be paid or commence to be paid to a non-employer sponsored Member who, having attained age 65, continues to be gainfully occupied but requests payment of the benefit.
- (d) To the extent only permitted by the Act, the Member's benefit may be paid to a Member who has not reached the Member's preservation age if the Trustees so determine.

3.3 Continuation of employment on a part-time basis after age 65
If the Member is and continues to be gainfully occupied on a part-time basis after attaining age 65, the Member's Benefit will be paid or commence to be paid to the Member when the Member requests payment, or when the Member attains age 70, or if the number of hours that the Member works reduces below the level required to be gainfully occupied on a part-time basis, whichever occurs first.

3.4 Continuation of employment on a full-time basis after age 65
If the Member is and continues to be gainfully occupied on a full-time basis after attaining age 65, the member's benefit will be paid or commence to be paid to the Member when the Member requests payment, or on the Member ceasing to be gainfully occupied on a full-time basis. If the member, after age 65, becomes gainfully occupied on a part-time basis after having ceased to be gainfully occupied on a full-time basis, sub-rule 3.3 applies.

3.5 Payment of benefit by pension
The benefit payable under this Rule 3 may, in the discretion of the Trustees, be paid by way of a pension in accordance with rule 13. However, the benefit will (subject to any permitted commutations by members and beneficiaries to lump sums) be paid by way of a pension that is an old-age pension if the Trustee is not, at the time the benefit becomes payable, a constitutional corporation.

6 Conditions of Commutation

Subject to the Superannuation Conditions and to paragraph 3.2 of the Deed, on the written application of a Pensioner or Reversionary Beneficiary, the Trustees must commute to a lump sum benefit the whole or any part of a pension payable from the Fund to such Pensioner or Reversionary Beneficiary as applicable provided that:-

- (a) the commutation of the pension is permitted by the Act;
- (b) the amount of the commuted benefit including the value of any remaining pension payable is subject to the provisions of paragraph 24 of the Deed;
- (c) the amount of the commuted benefit is to be determined by the Trustees.

3.7 Payment of Lump Sum Benefit:

The Trustees may pay the amount of the lump sum benefit in respect of the pension being commuted under sub-rule 6 to the Pensioner or the Reversionary Beneficiary who applied for the commutation but subject to paragraph 3.2 of the Deed and to any other applicable provisions of this Deed and to the Superannuation Conditions.

3.8 Adjustment of Pension following Commutation:

Following the commutation of a part of a pension under sub-rule 6, the Trustees must reduce the total amount of the instalments of any pension payable to the Pensioner by such amount as the Trustees consider appropriate and subject to the Superannuation Conditions.

Benefit Payable on Death

4.1 Benefit payable on death:

- (a) If a Member dies before payment or commencement of payment of a benefit under rule 3, the amount of the Member's Benefit will be held by the Trustees on trust for the benefit of one or more of the member's dependants in the shares and proportions as the Trustees, in their absolute discretion, determine.
- (b) The Trustees will take account of any nomination of beneficiaries made by the member, but will not be bound by it unless it is a binding nomination under paragraph 24 of the Deed and subject to that paragraph 24, in the discretion of the Trustees, the benefit payable will be paid by lump sum or pension or a combination of both.

4.2 Payment to legal personal representative:

If the Trustees are unable to establish within 6 months after the member's death that there are any dependants, the member's benefit will be paid to the member's legal personal representative.

4.3 Payment other than to dependant or legal personal representative:

If, after making inquiries that the Trustees regard as reasonable, the Trustees are unable to establish that there are any dependants or a legal personal representative of the deceased member, the Trustees may, if permitted by the Act, pay the benefit to a person or persons selected by the Trustees.

4.4 Forfeited benefits:

Subject to sub-rule 4.3, if a grant of probate or letters of administration is not made in respect of the estate of the Member within 3 years after the member's death (or any longer period the Trustees determine), the benefit payable under this Deed will be treated as a forfeited benefit, and will be applied in the manner provided for in the Act or, in the absence of any provision, will be applied by the Trustees as a forfeited benefit.

Benefit Payable on Disablement

- 5.1. Benefit payable on disablement:**
Subject to the provisions of these rules, if, before a benefit is paid or commences to be paid under rule 3, the employment of an employer sponsored Member is terminated as a result of the Member being permanently disabled or if a non-employer sponsored Member becomes permanently disabled, the Member's Benefit will be paid to the Member or, if the Member is unable to manage his or her own affairs, to any of the member's dependants, and in any proportions as the Trustees, in their absolute discretion, determine.
- 5.2 Proceeds of temporary disablement insurance policy:**
Subject to the Superannuation Conditions and paragraph 24 of the Deed, if, before a benefit becomes payable under sub-rule 5.1, the proceeds of a temporary disablement insurance policy on the life of the Member becomes payable, the proceeds of the policy will be paid to the Member or, if the Member is unable to manage his or her own affairs, to any of the member's dependants, and in any proportions, as the Trustees, in their absolute discretion, determine.
- 6. Benefit payable on dismissal**
If an employer sponsored Member is dismissed from the employment of the Principal Employer for misconduct involving fraud or dishonesty, the benefit payable to that Member, subject to the provisions of these rules, will be the amount of the Member's contribution account (if any) plus the amount of the member's vested employer's contribution account (if any) plus any other vested benefit plus the additional part (if any) of the employer's contribution account which the Trustees, in their absolute discretion, determine. Any preserved benefit will be paid on the terms and conditions set out in rule 8 in relation to that benefit.
- 7. Benefit payable to an employer sponsored member on termination of employment before retiring age:**
Subject to the Superannuation Conditions, if the employment by the employer of an employer sponsored Member is terminated before the retiring age otherwise than in the circumstances referred to in rules 4, 5 or 6:
- (a) the amount of the member's contribution account; plus
 - (b) that part (if any) of the amount of the member's employer's contribution determined by the Trustees; plus
 - (c) such part (if any) of the amount of the member's employer's contribution account which the Trustees, in their absolute discretion, determine, (with the balance of that account to be applied as a forfeited benefit); plus
 - (d) the amount of the member's vested employer's contribution account; plus
 - (e) any other vested benefit not otherwise payable under this Deed, will, if the Member has attained the age prescribed on the Act as being the preservation age for that Member and is retiring from the workforce, be paid to the member. If the Member has not attained the age prescribed in the Act as being the preservation age for that Member or, having attained that age, has not retired from the workforce, the Trustees will pay or commence to pay the Member only that part of the benefit payable which is not a preserved benefit.
- 8. Payment of preserved benefit:**
Subject to the Superannuation Conditions, if any part of the benefit payable under rules 6 or 7 is a preserved benefit and if the Member has not attained the age prescribed in the Act as being the preservation age for that Member or, having attained that age, has not retired from the workforce, the Trustees will either:

11. **Deduction of income tax**
The Trustees may deduct from any benefit payable the amount of any tax that is calculated by the Trustee to be payable in respect of that benefit and will remit any amount deducted as may be required by Law.

Mode of Payment of Benefits

12. **Lump sum or pension**
The benefits payable under rules 3, 5, 6 or 7 will be paid in a lump sum or by way of pension, in the discretion of the trustee, unless any part of the benefit is required by the Act to be paid by way of lump sum or pension. A benefit that becomes payable under rule 3 will (subject to any permitted commutations by members and beneficiaries to lump sums) be paid by way of a pension that is an old-age pension if the Trustee is not, at the time the benefit becomes payable, a constitutional corporation.

Pension Conditions

- 13.1 **Trustee's discretion**
Subject to rule 12, where a benefit is payable under rules 3, 5, 6 or 7 by way of pension, the Trustees will, in their absolute discretion, determine the amount of the pension and the manner in which and the period for which it is paid. The pension must be paid at least annually. The annual amount of the pension cannot be greater than any maximum nor less than any minimum amount stated in the Act. The pension must be paid on a basis that complies with the requirements of the Act.
- 13.2 **Cessation of payments**
When the member's benefit is reduced to nil, the pension payable under these rules ceases to be payable and the person who was receiving the pension ceases to be entitled to any further benefits and, if a member, ceases to be a member.
- 13.3 **Commutation of pension**
The recipient of a pension under these rules may commute the whole or part of a pension to a lump sum payment, by applying in writing to the trustee. The commutation must comply with the requirements of the Act.
- 13.4 **Benefit payable to spouse on death of member**
(a) If a Member to whom a pension is being paid and who is survived by a spouse dies, the Trustees may determine to pay to the spouse until the spouse's death or, until the member's benefit is reduced to nil (if that occurs before the spouse's death) a pension of the amount as the deceased member's spouse and the Trustees agree on from time to time or, if there is no agreement, of any amount and on terms and conditions as the Trustees determine. If however the pension has to be paid on some other basis for the fund to comply with the Act, it must be paid on that basis. The annual amount of the pension will not be greater than any maximum nor less than any minimum amount stated in the Act.
(b) A pension payable to a member's spouse pursuant to this sub-rule 4 will commence on the date of the member's death.
- 13.5 **Payment to member's dependants**
(a) If a Member in receipt of a pension who does not have a spouse, or to whose spouse a pension is not paid under sub-rule 4 dies, or if a member's spouse to whom a pension was payable under sub-rule 4 dies, the balance of the member's benefit (if any) will be paid in a lump sum to such of the member's dependants as the Trustees, in their absolute discretion, determine.

- (b) If payment of part or all of the benefit does not comply with the requirements of the Act, the proportion of the benefit that does not so comply will be treated as a forfeited benefit and will be applied in the manner stated in paragraph (d) of this rule.
- (c) If the Trustees are unable to establish within 6 months of the death of a Member or the member's spouse (if a pension was being paid to the member's spouse) that there are any dependants, the benefit payable under this sub-rule 5 will be paid to the member's or the member's spouse's legal personal representative in the discretion of the Trustees, but, if a grant of probate or letters of administration in respect of the estate of the deceased Member or the deceased member's spouse is not made within 3 years of his or her death (or any longer period as the Trustees determine), the benefit payable under this rule will be treated as a forfeited benefit and applied in the manner stated in paragraph (d) of this rule.
- (d) A forfeited benefit will be applied in the manner provided for in the Act or, if there is no provision, will be applied by the Trustees in as a forfeited benefit.

13.6 No assignment or encumbrance

- (a) Pensions payable from the fund cannot be assigned or otherwise transferred by the person receiving the pension (except to the extent provided for in sub-rule 4) and cannot be mortgaged or encumbered in any manner.
- (b) Neither the capital value (if any) of any pension payable from the fund nor any income from it, may be used as a security for a borrowing.

13.7 Annuities

The Trustees may, in their absolute discretion (including where an old-age pension is required to be paid), provide pensions payable under these rules by applying a member's benefit to the purchase of an annuity that meets the requirements of the Act.

13.8 Imputation credits

Subject to the Superannuation Conditions, the Trustees may, in their absolute discretion, debit amounts to the accounts of members to whom current pensions are not being paid and credit corresponding amounts to the accounts of members to whom current pensions are being paid to compensate the latter for not obtaining the benefit of dividend imputation credits on investments in the form of shares in companies.

14. Benefit payable on the grounds of financial hardship

Subject to the Superannuation Conditions, the Trustees may, in their absolute discretion, pay part or all of the member's benefit to a Member who is not entitled to be paid a benefit under the balance of these rules, if the Trustees are satisfied that the Member would suffer financial hardship if part or the whole of his or her benefit is not paid to the member. If the Act so requires, payment must first be approved by the Commissioner.

15. Benefit payable in other circumstances

The Trustees may, but only if consistent with the SIS Act as it applies to the Fund, pay part or all of a member's benefit to a member, or such other person as may be entitled to that benefit, despite these rules.

Complying Pensions

16.1 Statutory Provisions:

- (a) The following provisions are included to comply with the SIS Act. The Trustees may by resolution determine to pay the following types of pensions however they are subject to the Superannuation Conditions.
- (b) The Trustees are not bound to pay the pensions referred to in this Rule however if they do so resolve then the Trustees must comply with the applicable provisions and those provisions apply despite the provisions of any other Rule unless the Trustees otherwise determine.
- (c) To the extent that the provisions in this Rule are inconsistent with the SIS Act, they are varied and are deemed to be included in these Rules.

16.2 Lifetime Pensions:

- (a) The pension must be paid at least annually throughout the life of the primary beneficiary and if there is a reversionary beneficiary:-
 - (i) throughout the reversionary beneficiary's life; or
 - (ii) if he or she is a child of the primary beneficiary or of a former reversionary beneficiary under the pension - at least until his or her 16th birthday; or
 - (iii) if the person referred to in sub-paragraph (ii) is a full-time student at age 16 - at least until the end of his or her full-time studies or until his or her 25th birthday (whichever occurs sooner).
- (b) The size of payments of benefits is fixed by the Trustees and may be varied by them as may be provided in this Deed or in a manner not inconsistent with the provisions of the SIS Act applicable to such pensions.
- (c) The sum payable as a benefit in each year may be altered if there is a charge in the Consumer Price Index but only in accordance with the provisions of the SIS Act applicable to such pensions.
- (d) The pension must not have a residual value.
- (e) The recipient may commute the whole or part of the pension to a lump sum payment by applying in writing to the Trustees however the pension cannot be commuted except:-
 - (i) within six months after the commencement day of the pension; or
 - (ii) within ten years after the commencement day of the pension, to the benefit of a reversionary beneficiary on the death of the primary beneficiary; or
 - (iii) if the eligible termination payment resulting from commutation is transferred directly to the purchase of another lifetime pension or annuity, life expectancy pension or annuity in accordance with the provisions of the SIS Act applicable to such pensions; or
 - (iv) to pay superannuation contributions surcharge.
- (f) If the pension reverts or is commuted, it may not have a reversionary component greater than the benefit that was payable before the reversion or commutation.
- (g) The pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary.

- (h) Neither the capital value of the pension nor the income from it may be used as security for a borrowing.

16.3 Allocated Pensions:

- (a) The pension must be paid at least annually.
- (b) The pension cannot be transferred to a person other than a reversionary beneficiary on the death of the primary beneficiary or of another reversionary beneficiary.
- (c) Neither the capital value of the pension nor the income from it may be used as security for a borrowing.
- (d) Payments in a year (except a commutation) are not larger or smaller in total than the maximum or minimum limits calculated in accordance with the SIS Act.
- (e) The minimum standard prescribed by the SIS Act need not be met:-
 - (i) In the final year in which pension payments end; or
 - (ii) If the commencement date of the commencement occurs after 1 April in a financial year and there is no payment in that financial year.

16.4 Defined Pensions:

- (a) Defined pensions may be paid that comply with Rules 16.2(f), (g) and (h).
- (b) Except in relation to payments, by way of commutation, for superannuation contributions surcharge, variation in payments from year to year does not exceed, in any year, the average rate of increase of the CPI in the preceding three years; and
- (c) The recipient of a pension may commute the whole or part of the pension to a lump sum payment by applying in writing to the Trustees however the lump sum cannot exceed (except if conversion is in relation to a commutation to pay superannuation contributions surcharge) a sum that is not greater than the sum determined by applying the appropriate pension valuation factor applicable in accordance with the provisions of the SIS Act to the pension as if the commencement day were the day on which the commutation occurs.
- (d) The size of the payments of benefit in a year is fixed by the Trustees, allowing for variation in accordance with this Deed and rules, and such payments are made at least annually.

16.5 Life Expectancy Pensions:

- (a) The primary beneficiary became entitled to be paid the pension on or after the day when the primary beneficiary became of pension age and the commencement day is the day when the primary beneficiary becomes entitled to the pension;
- (b) The pension is paid at least annually to the primary beneficiary or to a reversionary beneficiary if the life expectancy of the primary beneficiary on the commencement date is:-
 - (i) less than fifteen years - throughout a period equal to the primary beneficiaries life expectancy; or
 - (ii) fifteen years or more - throughout a period that is not less than fifteen years but not more than the primary beneficiary's life expectancy.

In either case, rounded up at the primary beneficiary's option on or before the day when the primary beneficiary becomes entitled to the pension, to the next whole number, if the life expectancy is not a whole number.

- (c) The total amount of the payment or payments to be made in the first year after the commencement day (not taking commuted amounts into account) is fixed by the Trustees and that payment, or the first of those payments, relates to the period commencing on the day when the primary beneficiary became entitled to the pension; and the total of those payments in each year is fixed by the Trustees, allowing for variation only in accordance with the indexation limit prescribed by the SIS Act as applicable to such payments.
- (d) The total amount of the payment to be made in a year may be varied only to allow commutation to pay a superannuation contribution surcharge; and
- (e) The pension may not have a residual capital value; and
- (f) The pension cannot be commuted except:-
 - (i) within six months after the commencement day of the pension; or
 - (ii) by payment, on the death of the primary beneficiary, to the benefit of a reversionary beneficiary or, if there is no reversionary beneficiary, to the estate of the primary beneficiary; or
 - (iii) by payment, on the death of a reversionary beneficiary, to the benefit of another reversionary beneficiary, or, if there is no other reversionary beneficiary, to the estate of the reversionary beneficiary; or
 - (iv) if the eligible termination payment resulting from the commutation is transferred directly to the purchase of another benefit or under a contract that meets the applicable standards in accordance with the SIS Act; or
 - (v) to pay a superannuation contributions surcharge; and if the pension reverts, it does not have a reversionary component greater than the benefit that was payable before the reversion; and
 - (vi) if the pension is commuted, the commuted amount cannot exceed the benefit that was payable immediately before the commutation; and
 - (vii) the pension cannot be transferred to a person except:-
 - (A) on the death of the primary beneficiary, to a reversionary beneficiary or, if there is no reversionary beneficiary, to the estate of the primary beneficiary;
 - (B) on the death of a reversionary beneficiary, to another reversionary beneficiary or, if there is no other reversionary beneficiary, to the estate of the reversionary beneficiary; and
 - (viii) The capital value of the pension, and the income from it, cannot be used as security for a borrowing.

Reference Schedule

1. Name of Fund:-

SHOOKS SUPERANNUATION FUND

2. Parties:-

(a) Trustee(s):-

Lance SHOOKS
12 Herschell Circuit
Flynn ACT 2615

Christina SHOOKS
12 Herschell Circuit
Flynn ACT 2615

(b) Initial Member(s):-

Lance SHOOKS
12 Herschell Circuit
Flynn ACT 2615

Christina SHOOKS
12 Herschell Circuit
Flynn ACT 2615

(c) Principal Employer (if any):-

Executed as a deed on the date appearing on page 1.

Signed Sealed and Delivered by
Lance SHOOKS
in their capacity as Trustee
in the presence of:



Signed Sealed and Delivered by
Lance SHOOKS
in their capacity as Initial Member
in the presence of:



Signed Sealed and Delivered by
Christina SHOOKS
in their capacity as Trustee
in the presence of:



Signed Sealed and Delivered by
Christina SHOOKS
in their capacity as Initial Member
in the presence of:



Consent to act as Trustee

SHOOKS SUPERANNUATION FUND
("the fund")

I, Christina SHOOKS

hereby consent to act as Trustee of the fund and declare:-

1. I have never been found guilty of or convicted of a dishonest conduct offence either in Australia or elsewhere.
2. I am not bankrupt and have not, in the preceding 3 years from the date of this statement, entered into a Deed of assignment or arrangement or a composition with creditors under Part X of the Bankruptcy Act and not, therefore, disqualified from acting as a Trustee under the Superannuation Industry (Supervision) Act.

Dated: 13/03/03

Signed: Christina Shooks

Consent to act as Trustee

SHOOKS SUPERANNUATION FUND
("the fund")

I, Lance SHOOKS

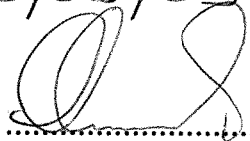
hereby consent to act as Trustee of the fund and declare:-

1. I have never been found guilty of or convicted of a dishonest conduct offence either in Australia or elsewhere.
2. I am not bankrupt and have not, in the preceding 3 years from the date of this statement, entered into a Deed of assignment or arrangement or a composition with creditors under Part X of the Bankruptcy Act and not, therefore, disqualified from acting as a Trustee under the Superannuation Industry (Supervision) Act.

Dated:

13/03/03

Signed:


.....


**Notice of agreement of Members
to the nomination of Trustee**

We the undersigned being all of the Members of the following superannuation fund:
SHOOKS SUPERANNUATION FUND

hereby agree to the nomination of:
Lance SHOOKS
Christina SHOOKS

as Trustee of the said Fund and we further agree to the Board of Directors as constituted
at the date of this agreement if the Trustee is a Corporation.

Signed by the said Members:


Shooks

Dated: 13/03/03

**Minutes of Meeting
of Trustees of:**

SHOOKS SUPERANNUATION FUND

Held At:

Unit 5, EFKon House
20-24 Trenchery St, WESTON ACT 2611

On:

13/03/03

Present:

Lance SHOOKS
Christina SHOOKS

Chairperson:

Lance SHOOKS

Fund:

It was resolved that the Trustees act as Trustee(s) of a Superannuation Fund to provide certain superannuation benefits for persons gainfully occupied.

Trust Deed:

It was resolved that the Trustees execute the Superannuation Deed tabled.

Members of Fund:

It was noted that the initial members of the fund would be:
Lance SHOOKS
Christina SHOOKS

It was noted that the initial members were parties to and had signed the deed.

It was also noted that further members may be admitted pursuant to the rules by written application and notice of approval being given by the Trustee to the applicant in accordance with the Deed.

Notice of Election:

It was resolved that the notice to the Regulator of the fund tabled at the meeting electing that the fund become a regulated superannuation fund be executed by the Trustees and forwarded immediately to the Regulator of the fund.

Bank Account:

It was resolved that a bank account would be opened and that any one of the Trustees be authorised to operate the account.

Investment Strategy:

It was resolved that the trustee formulate and give effect to an investment strategy in accordance with the provisions of the Superannuation Industry Supervision Act 1993 as required by SIS.

Confirmation:

Signed by the Chairperson as and for a true and accurate record.

Chairperson

Date 13/03/03

SHOOKS SUPERANNUATION FUND INVESTMENT STRATEGY

Fund Objectives

- To maximise the rate of return on member's entitlements, subject to an appropriate regard to risk.
- To provide security of capital invested.
- As all member's have reached retirement age to ensure members' funds are stable and secure, and that the fund has the ability to meet its current and prospective liabilities.

Investment Strategy

The strategy is to invest in a combination of cash assets, primarily term deposits and cash management accounts.

Diversification within the investment mix of the fund is considered essential so as to balance out volatility in the investment returns.

Planned Investment Mix as Per the Investment Strategy

- | | |
|------------------------|-----------|
| • Cash | 5 - 15% |
| • Shares/Managed Funds | 80 - 100% |
| • Other | 0 - 10% |

This investment mix should be reviewed regularly to ensure exposure to income and growth assets is not too high or too low in the current economic climate.

A conservative approach has been adopted as all the fund's members have reached retirement age and the fund is currently in pension phase. Therefore a low risk strategy of a mix of income producing assets is appropriate to ensure the stability and security of capital invested and to provide income returns to fund pension liabilities.

Insurance

The Trustees of the fund have considered whether they should hold a contract of insurance that provides insurance cover for one or more members of the fund.

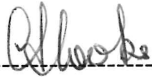
After consultation with all members of the fund, the Trustees do not consider there a need for the fund to hold insurance to cover its members.

Signed by the Members:

A handwritten signature in cursive script, appearing to read 'Lance Shooks', written above a dashed horizontal line.

Lance Shooks

Date:

A handwritten signature in cursive script, appearing to read 'Christina Shooks', written above a dashed horizontal line.

Christina Shooks

Date:

C - Other Documents

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Supporting Documents

- ABN_15971245243.pdf

Standard Checklist

- Attach copy of any SOAs issued during the Financial Year
- Attach signed Engagement Letter
- Attach signed Trustee Representation Letter
- Attach SMSF Lookup report showing current status of the Fund
- Attach Trustee Minutes prepared during the year



Shooks Superannuation Fund

ABN details

ABN:	15 971 245 243 View record on ABN Lookup
ABN Status:	Active from 13 Mar 2003
Fund type:	ATO Regulated Self-Managed Superannuation Fund
Contact details:	6 SIROSET CL DUNLOP ACT 2615 AUSTRALIA
Status:	Complying

What does 'Complying' mean?

A 'Complying' SMSF:

- is a regulated fund
- is a resident of Australia, and
- has been issued with a [Notice of compliance](#)

APRA Funds

See the [guidance](#) issued by APRA for further assistance in managing transfers and rollovers to SMSFs. Use the SMSF verification service through [Standard Business Reporting](#) software. More information can be found on [ato.gov.au](#).

Superannuation guarantee payments

Contributions made to complying funds can qualify as Superannuation Guarantee (SG) payments. This record extract can be used to confirm this fund has been issued with a Notice of Compliance and is currently entitled to receive employer SG payments.

Tax rates

Complying funds that meet [Superannuation Industry \(Supervision\) Act 1993](#) (SISA) standards qualify for [concessional tax rates](#).

Also refer to [frequently asked questions](#)

Disclaimer

This extract is based on information supplied by superannuation entities to the Commissioner of Taxation.

Important Neither the Australian Government nor the ATO endorse or guarantee the performance of super funds.

Warning Statement

Anyone who tells you to set up a SMSF is giving you financial advice. This means the person or company must have an [Australian Financial Services \(AFS\) licence](#). Check [ASIC Connect Professional Registers](#).

D - Pension Documentation

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Supporting Documents

- Pension Summary Report Report
- Transfer Balance Account Summary Report
- certificate_310707_v1.pdf

Standard Checklist

- Attach Actuarial Certificate
- Attach documentation supporting any pensions commenced during the financial year
- Attach documentation supporting any pensions commuted during the financial year
- Ensure correct Transfer Balance Account Reports have been lodged with the ATO

Shooks Superannuation Fund
Pension Summary

As at 30 June 2023

Member Name : Shooks, Lance

Member Age : 64* (Date of Birth : 14/07/1957)

Member Code	Pension Type	Pension Start Date	Tax Free	Min / PF	Minimum	Maximum	Gross Pension Payments	PAYG	Net Pension Payment	Amount to reach Minimum
SHOLAN 00004P	Account Based Pension	01/07/2014	48.58%	2.00%	\$4,380.00*	N/A	\$22,670.00	\$0.00	\$22,670.00	NIL

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

SHOLAN 00007P	Account Based Pension	14/02/2019	99.11%	2.00%	\$4,830.00*	N/A	\$4,830.00	\$0.00	\$4,830.00	\$0.00
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*COVID-19 50% reduction has been applied to the minimum pension amount.

					\$9,210.00	\$0.00	\$27,500.00	\$0.00	\$27,500.00	\$0.00
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Member Name : Shooks, Christina

Member Age : 64* (Date of Birth : 24/12/1957)

Member Code	Pension Type	Pension Start Date	Tax Free	Min / PF	Minimum	Maximum	Gross Pension Payments	PAYG	Net Pension Payment	Amount to reach Minimum
SHOCHR 00003P	Account Based Pension	01/07/2014	50.13%	2.00%	\$4,000.00*	N/A	\$21,040.00	\$0.00	\$21,040.00	NIL

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

SHOCHR 00004P	Account Based Pension	03/10/2014	100.00%	2.00%	\$1,630.00*	N/A	\$1,630.00	\$0.00	\$1,630.00	\$0.00
---------------	-----------------------	------------	---------	-------	-------------	-----	------------	--------	------------	--------

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

SHOCHR 00006P	Account Based Pension	14/02/2019	99.92%	2.00%	\$4,830.00*	N/A	\$4,830.00	\$0.00	\$4,830.00	\$0.00
---------------	-----------------------	------------	--------	-------	-------------	-----	------------	--------	------------	--------

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

Shooks Superannuation Fund
Pension Summary

As at 30 June 2023

					\$10,460.00	\$0.00	\$27,500.00	\$0.00	\$27,500.00	\$0.00
--	--	--	--	--	-------------	--------	-------------	--------	-------------	--------

Total :

					\$19,670.00	\$0.00	\$55,000.00	\$0.00	\$55,000.00	\$0.00
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*Age as at 01/07/2022 or pension start date for new pensions.

Shooks Superannuation Fund

Transfer Balance Account Summary

For The Period 01 July 2022 - 30 June 2023

Member	Pension Type	Date	Lodgment Date	Transaction Type	Event Type	Debit	Credit	Balance	Cap Limit	Remaining Cap
Christina Shooks	Below Cap	01/07/2022		Opening Balance				561,161.50	1,665,000.00	1,103,838.50
Lance Shooks	Below Cap	01/07/2022		Opening Balance				591,230.17	1,664,000.00	1,072,769.83

Level 2/11 York Street
Sydney NSW 2000

GPO Box 5311
Sydney NSW 2001

limeactuarial.com.au
certificates@limeactuarial.com.au
1300 546 300
02 8096 5901

18 September 2023

Certificate No. 310707.1

The Trustees
Shooks Superannuation Fund

Dear Trustees,

SECTION 295-390 ACTUARIAL CERTIFICATE

This Actuarial Certificate is prepared for Shooks Superannuation Fund for the financial year ending 30 June 2023. It complies with The Institute of Actuaries of Australia Professional Standard 406.

Information I have relied upon

This Actuarial Certificate relies upon information provided to us by your accountant on behalf of the Trustees of Shooks Superannuation Fund. The key information I have relied upon is shown in Appendix 1.

You have stated that:

- Any assets segregated by election (using separate asset pools) have been removed from the data entered.
- The Fund has met the Minimum Pension Standards. That is, the required minimum amount has been withdrawn from the pension during the financial year.
- The types of pensions in the Fund include Allocated Pensions, Market-linked pensions, Term allocated pensions and Account based pensions. They do not include Defined Benefits pensions.
- The pensions valued meet the requirements to be considered Retirement Superannuation Income Streams under the Income Tax Assessment Act 1997.

My calculations have been based on draft financial statements. If any information provided, as shown in Appendix 1, changes materially then you should revise that information and obtain an updated Actuarial Certificate. If you don't have login details then you can contact Lime Actuarial to obtain your login details. There is no charge for updating your Actuarial Certificate.

Exempt proportion

The fund had unsegregated assets during these periods:

- 1 July 2022 to 30 June 2023

For the remainder of the year (if applicable), all assets were segregated. During the period where there were unsegregated assets, the exempt proportion of assessable income is calculated as follows:

	Start of year	End of year	Average
Unsegregated Retirement Income Stream Liabilities	\$984,166	\$1,000,999*	\$972,705
Unsegregated Superannuation liabilities	\$995,488	\$1,018,359*	\$986,689
Exempt Proportion			98.58%

*Estimate

The estimated net assets at 30 June 2023 were \$1,018,359.

The average liabilities are calculated with regard to all transactions taking place during the period in which there were unsegregated assets.

I certify that **98.58%** of investment income earned by the fund during the year ended 30 June 2023 and relating to unsegregated assets, is exempt from tax. The specific exempt percentages for each member are:

	Tax exempt %	Taxable %
Lance Shooks	46.07%	1.42%
Christina Shooks	52.51%	0.00%
Reserves	0.00%	0.00%
Total	98.58%	1.42%

Adequacy

By definition, the value of assets and liabilities of account based income streams must be equal. Therefore I am satisfied that the value of assets at 30 June 2023 is sufficient to meet the fund's liabilities as they fall due.

Yours sincerely,



Greg Einfeld MEd, MBA
Fellow of the Institute of Actuaries of Australia

APPENDIX 1: INFORMATION YOU HAVE PROVIDED

Fund details

Fund name	Shooks Superannuation Fund
Fund ABN	15971245243
Trustee Type	Individual
Number of Trustees	2
Trustee name	Lance Shooks Christina Shooks
Financial Year	2022-2023
Fund established during the financial year?	No
Fund wound up during the financial year?	No
Are there any assets segregated by election?	No

Member details

Member name	Date of birth	Joined during this year?	Exited the fund?	Exit the fund as a result of death?
Lance Shooks	14/07/1957	No	No	No
Christina Shooks	24/12/1957	No	No	No

Opening Balances

Name	Non Retirement Balance	Retirement Balance	Fund Reserves
Lance Shooks	\$11,322.29	\$460,678.15	N/A
Christina Shooks	\$0.00	\$523,487.53	N/A
Reserve	N/A	N/A	\$0.00

Member Cash (External) Transactions

Transaction Type	Date	Amount	Member
Concessional Contribution	21/07/2022	\$116.21	Lance Shooks
Concessional Contribution	04/08/2022	\$248.82	Lance Shooks
Concessional Contribution	18/08/2022	\$462.21	Lance Shooks
Concessional Contribution	01/09/2022	\$23.79	Lance Shooks
Concessional Contribution	15/09/2022	\$291.15	Lance Shooks
Concessional Contribution	29/09/2022	\$356.82	Lance Shooks
Concessional Contribution	13/10/2022	\$291.62	Lance Shooks
Concessional Contribution	27/10/2022	\$162.09	Lance Shooks
Non-Concessional Contribution	27/10/2022	\$438.35	Lance Shooks
Concessional Contribution	10/11/2022	\$415.87	Lance Shooks
Concessional Contribution	24/11/2022	\$303.56	Lance Shooks
Concessional Contribution	08/12/2022	\$307.52	Lance Shooks
Concessional Contribution	22/12/2022	\$179.64	Lance Shooks
Concessional Contribution	05/01/2023	\$19.46	Lance Shooks
Concessional Contribution	02/02/2023	\$72.96	Lance Shooks
Concessional Contribution	16/02/2023	\$241.76	Lance Shooks
Concessional Contribution	02/03/2023	\$326.30	Lance Shooks
Concessional Contribution	16/03/2023	\$169.71	Lance Shooks
Concessional Contribution	30/03/2023	\$274.44	Lance Shooks
Concessional Contribution	13/04/2023	\$272.92	Lance Shooks
Concessional Contribution	27/04/2023	\$132.06	Lance Shooks
Concessional Contribution	11/05/2023	\$141.13	Lance Shooks
Concessional Contribution	25/05/2023	\$311.93	Lance Shooks
Retirement Withdrawal	18/10/2022	\$2,500.00	Lance Shooks
Retirement Withdrawal	18/10/2022	\$2,500.00	Christina Shooks
Retirement Withdrawal	27/04/2023	\$25,000.00	Lance Shooks
Retirement Withdrawal	08/05/2023	\$25,000.00	Christina Shooks

Non Cash (Internal) Transactions

Transaction Type	Date	Member	Amount
No non cash (Internal) transactions found.			

Other Super Funds Opening Balances

Name	Non Retirement Balance	Retirement Balance
Lance Shooks	\$0.00	\$0.00
Christina Shooks	\$0.00	\$0.00

Closing Balances

Date	Amount
30/6/2023	\$1,018,358.73*

*Estimate

APPENDIX 2:**Description of Member Cash Transaction Types**

Transaction Type	Includes
Concessional Contribution	One off and regular Concessional contributions
Non-Concessional Contribution	Non-Concessional Contributions
Transfer In	Transfers from outside the fund into accumulation accounts including Rollovers In and Insurance claims received.
Non Retirement Withdrawal	One off and regular amounts paid out of the fund from TTR accounts where the member has not met a condition of release and from accumulation accounts. Includes lump sum benefits, death benefits, rollovers out, insurance premiums, and pension drawdowns from TTR accounts where the member has not met a condition of release.
Retirement Withdrawal	One off and regular amounts paid out of the fund from TTR accounts where the member has met a condition of release and from Account Based Pension accounts. Includes pension drawdowns, lump sum benefits, death benefits, rollovers out, insurance premiums.

Description of Non-Cash Transaction Types

Transaction Type	Includes
Account Based Pension Commencements	Account Based Pensions commenced during the financial year. Do not include pensions commenced in previous years, these are shown as opening balances. Do not include TTR Pensions. An Account Based Pension commencement involves transferring member balances from Accumulation to Account Based Pension.
Retirement Pension Commutation	Retirement Pensions ceased either in part or in entirety, where balances are transferred from Retirement (TTR pension where a condition of release has been met, and Account Based Pension) to Accumulation.
Retirement Pension Reversion	Transfers of a retirement pension balance from a deceased member to a surviving spouse.
Conversions from TTR to Retirement Pension	Conversion of a TTR to a Retirement Pension when a member meets a condition of release.
Contribution Split	Contributions which are split from one spouse to another. The amount split will be up to 85% of the original concessional contribution. Note that the original concessional contribution will also be shown on this form if it took place in the same year.
Transfers from Reserves to Non Retirement	Transfer from reserve account to a member Accumulation account or TTR pension.
Transfers from Reserves to Retirement	Transfer from reserve account to a member TTR pension where a condition of release has been met or Account Based Pension.

APPENDIX 3: ASSUMPTIONS

I have assumed that all transactions occur before investment income is earned each day

No assumptions are required to calculate the rate of increase in pension liability and earning rate as by definition, the value of assets and liabilities of account based income streams must be equal.

E - Estate Planning

2023 Financial Year

Preparer Odyssey Resources

Reviewer Odyssey Resources

Status Completed

Supporting Documents

- Death Benefit.pdf

Standard Checklist

- Attach Death Benefit Nominations (if applicable)
- Attach Life Insurance Policies (if applicable)
- Attach Reversionary Pension documentation (if applicable)
- Attach SMSF Will (if applicable)
- Review current Estate planning to ensure it matches wishes of members

Shooks Superannuation Fund

Death Benefit Nomination

COMPLETE THIS FORM TO NOMINATE WHO SHOULD RECEIVE YOUR SUPERANNUATION BENEFITS ON YOUR DEATH.
THIS NOMINATION IS ON THE TRUSTEE.

Warning: A member of an SMSF can make a death benefit nomination that is a binding direction on the trustee of an SMSF provided that is catered for in the governing rules of the fund and the form is completed correctly. Please ensure you review the Governing Rules of this fund before completing the nomination otherwise, this nomination may be deemed invalid in a court of law.

Binding death benefit nominations are legal documents and carry significant risk. We therefore highly recommend that the nomination is reviewed or completed by a Legal Representative.

FUND AND MEMBER DETAILS

Fund Name:	Shooks Superannuation Fund
Member Name:	Lance Shooks
Member Code:	SHOLAN00001A
Member Address:	61 William Webb Drive, McKellar, Australian Capital Territory 2617

NOMINATION MADE TO

Lance Shooks and Christina Shooks of 61 William Webb Drive, McKellar, Australian Capital Territory, 2617 as trustees of Shooks Superannuation Fund which is a self-managed superannuation fund as defined in the Superannuation Industry (Supervision) Industry Act 1993 (Cth) ('the SIS Act').

MY NOMINATION

I hereby request the Trustee to pay my superannuation benefit payable, in event of my death, to the person(s) nominated below.

Beneficiary Name	Address of Beneficiary (LPR does not require an address)	Beneficiary's Relationship to Member	% of Total
Christine Shooks		Spouse	100%

DECLARATION & ACKNOWLEDGEMENT

- I acknowledge that this Nomination is made in accordance with the Commissioner's view set out in SMSFD 2008/3 that the statutory requirements in subsection 59(1A) of the SIS Act and regulation 6.17A of the SIS Regulation have no application to self-managed superannuation funds.
- I acknowledge that the requirements in the Superannuation Industry (Supervision) Act and the Superannuation Industry (Supervision) Regulations 1994 (Cth) have been satisfied notwithstanding Rule/Clause of the fund Deed does not require the Nomination to comply with the requirements in the SIS Regulations.
- I acknowledge that each of the persons mentioned in this Nomination is my spouse, child, financial dependant and/or my legal personal representative.
- I acknowledge that this Nomination is intended to be effective until and unless the nomination is later revoked by me.
- I have signed this Nomination in the presence of two witnesses (who are not a nominee on this Death Benefit Nomination) both of whom are over the age of 18.
- This nomination replaces any pre-existing nominations I currently have with this fund.



.....
Lance Shooks

Shooks Superannuation Fund
Death Benefit Nomination

7/10/22
.....
Date

WITNESS DECLARATION

I declare that:

1. I am a person over 18 years;
2. I am not a person mentioned in this Death Benefit Nomination; and
3. The Member signed this Death Benefit Nomination in my presence and in the presence of the other witness.

Witness 1:

Full Name: Georgia Maynard

Address: 20 - 24 Trenerry Street, Weston, ACT 2611

gmaynard
.....
Signature

7/10/22
.....
Date

Witness 2:

Full Name: Lisa Favelle

Address: 20-24 Trenerry St Weston ACT 2611

L Favelle
.....
Signature

07/10/22
.....
Date