



## SUPERFUND - CLIENT ACCOUNTING CHECKLIST

|                  |                         |                  |                   |
|------------------|-------------------------|------------------|-------------------|
| Client Name:     | Leggett Retirement Fund | Period Ended:    | 30 June 2021      |
| Client Code:     | LEGG03                  | Accountant:      | Eddy Lee          |
| Partner/Manager: | MH / SA                 | <b>DUE DATE:</b> | <b>16/05/2022</b> |

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

### ADMIN - To Do:

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

|               |               |       |            |
|---------------|---------------|-------|------------|
| Completed By: | Eddy Lee      | Date: | 01/03/2022 |
| Reviewed By:  | Stuart Arthur | Date: | 05/03/2022 |

**REVIEWED**

By Stuart Arthur at 12:10 am, Mar 05, 2022

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Financial statements and reports for the year ended  
30 June 2021

The Leggett Retirement Fund

# The Leggett Retirement Fund

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The Leggett Retirement Fund  
**Statement of Financial Position**

As at 30 June 2021

|  | Note | 2021<br>\$        | 2020<br>\$        |
|--|------|-------------------|-------------------|
| <b>Assets</b>  |      |                   |                   |
| <b>Investments</b>   |      |                   |                   |
| Interests in Partnerships (Australian)                                     | 2    | 360,546.45        | 362,142.01        |
| Mortgage Loans (Australian)  | 3    | 148,927.11        | 150,920.85        |
| <b>Total Investments</b>   |      | <u>509,473.56</u> | <u>513,062.86</u> |
| <b>Other Assets</b>  |      |                   |                   |
| Cash at Bank - ANZ   |      | 280,192.51        | 200,604.11        |
| Income Tax Refundable  |      | 0.00              | 702.00            |
| <b>Total Other Assets</b>  |      | <u>280,192.51</u> | <u>201,306.11</u> |
| <b>Total Assets</b>  |      | <u>789,666.07</u> | <u>714,368.97</u> |
| Less:  |      |                   |                   |
| <b>Liabilities</b>   |      |                   |                   |
| Income Tax Payable   |      | 1,908.80          | 0.00              |
| PAYG Payable   |      | 2,590.00          | 1,952.00          |
| <b>Total Liabilities</b>   |      | <u>4,498.80</u>   | <u>1,952.00</u>   |
| <b>Net assets available to pay benefits</b>                                |      | <u>785,167.27</u> | <u>712,416.97</u> |
| Represented by:  |      |                   |                   |
| <b>Liability for accrued benefits allocated to members' accounts</b>       | 4, 5 |                   |                   |
| Leggett, Peter David - Accumulation  |      | 392,126.53        | 354,428.87        |
| Leggett, Cheryl Ann - Accumulation   |      | 393,040.74        | 357,988.10        |
| <b>Total Liability for accrued benefits allocated to members' accounts</b> |      | <u>785,167.27</u> | <u>712,416.97</u> |

## The Leggett Retirement Fund

# Detailed Statement of Financial Position

As at 30 June 2021

|  | Note | 2021<br>\$        | 2020<br>\$        |
|--|------|-------------------|-------------------|
| <b>Assets</b>  |      |                   |                   |
| <b>Investments</b>   |      |                   |                   |
| Interests in Partnerships (Australian)                                     | 2    |                   |                   |
| MATCH CHETER PARTNERSHIP   |      | 360,546.45        | 362,142.01        |
| Mortgage Loans (Australian)  | 3    |                   |                   |
| Loan - Aussea Resources Pty Ltd  |      | 50,000.00         | 50,000.00         |
| Loan - D Stead   |      | 45,927.11         | 50,920.85         |
| Loan - Theta International Pty Ltd   |      | 53,000.00         | 50,000.00         |
| <b>Total Investments</b>   |      | <u>509,473.56</u> | <u>513,062.86</u> |
| <b>Other Assets</b>  |      |                   |                   |
| Bank Accounts  |      |                   |                   |
| Cash at Bank - ANZ   |      | 280,192.51        | 200,604.11        |
| Income Tax Refundable  |      | 0.00              | 702.00            |
| <b>Total Other Assets</b>  |      | <u>280,192.51</u> | <u>201,306.11</u> |
| <b>Total Assets</b>  |      | <u>789,666.07</u> | <u>714,368.97</u> |
| Less:  |      |                   |                   |
| <b>Liabilities</b>   |      |                   |                   |
| Income Tax Payable   |      | 1,908.80          | 0.00              |
| PAYG Payable   |      | 2,590.00          | 1,952.00          |
| <b>Total Liabilities</b>   |      | <u>4,498.80</u>   | <u>1,952.00</u>   |
| <b>Net assets available to pay benefits</b>                                |      | <u>785,167.27</u> | <u>712,416.97</u> |
| Represented By :   |      |                   |                   |
| <b>Liability for accrued benefits allocated to members' accounts</b>       | 4, 5 |                   |                   |
| Leggett, Peter David - Accumulation  |      | 392,126.53        | 354,428.87        |
| Leggett, Cheryl Ann - Accumulation   |      | 393,040.74        | 357,988.10        |
| <b>Total Liability for accrued benefits allocated to members' accounts</b> |      | <u>785,167.27</u> | <u>712,416.97</u> |

# The Leggett Retirement Fund

## Operating Statement

For the year ended 30 June 2021

|   | Note | 2021<br>\$       | 2020<br>\$       |
|---|------|------------------|------------------|
| <b>Income</b>   |      |                  |                  |
| <b>Investment Income</b>  |      |                  |                  |
| Interest Received   |      | 9,406.26         | 6,285.90         |
| Partnership Distributions Received                                  |      | 22,904.44        | 19,866.63        |
| <b>Contribution Income</b>  |      |                  |                  |
| Employer Contributions  |      | 59,076.90        | 53,711.42        |
| <b>Total Income</b>   |      | <u>91,387.60</u> | <u>79,863.95</u> |
| <b>Expenses</b>   |      |                  |                  |
| Accountancy Fees  |      | 3,408.00         | 5,247.00         |
| Administration Costs  |      | 0.00             | 462.00           |
| ATO Supervisory Levy  |      | 0.00             | 518.00           |
| Auditor's Remuneration  |      | 0.00             | 968.00           |
| ASIC Fees   |      | 55.00            | 321.00           |
| Bank Charges  |      | 144.00           | 144.00           |
|   |      | <u>3,607.00</u>  | <u>7,660.00</u>  |
| <b>Member Payments</b>  |      |                  |                  |
| Division 293 Tax  |      | 2,761.50         | 0.00             |
| <b>Total Expenses</b>   |      | <u>6,368.50</u>  | <u>7,660.00</u>  |
| <b>Benefits accrued as a result of operations before income tax</b> |      |                  |                  |
|   |      | <u>85,019.10</u> | <u>72,203.95</u> |
| Income Tax Expense  | 8    | 12,268.80        | 9,917.96         |
| <b>Benefits accrued as a result of operations</b>                   |      | <u>72,750.30</u> | <u>62,285.99</u> |

ATO Levy - claimed last yr, Audit Fee - incl. in Acc fee

# The Leggett Retirement Fund

## Detailed Operating Statement

For the year ended 30 June 2021

|   | 2021             | 2020             |
|---|------------------|------------------|
|   | \$               | \$               |
| <b>Income</b>   |                  |                  |
| Interest Received   |                  |                  |
| Loan - Aussea Resources Pty Ltd                                     | 3,000.00         | 0.00             |
| Loan - D Stead  | 3,406.26         | 3,285.90         |
| Loan - Theta International Pty Ltd                                  | 3,000.00         | 3,000.00         |
|   | <u>9,406.26</u>  | <u>6,285.90</u>  |
| Partnership Distributions Received                                  |                  |                  |
| MATCH CHETER PARTNERSHIP  | 22,904.44        | 19,866.63        |
|   | <u>22,904.44</u> | <u>19,866.63</u> |
| <b>Contribution Income</b>  |                  |                  |
| Employer Contributions - Concessional                               |                  |                  |
| Cheryl Ann Leggett  | 29,185.95        | 26,855.71        |
| Peter David Leggett   | 29,890.95        | 26,855.71        |
|   | <u>59,076.90</u> | <u>53,711.42</u> |
| <b>Changes in Market Values</b>                                     | <u>0.00</u>      | <u>0.00</u>      |
| <b>Total Income</b>   | <u>91,387.60</u> | <u>79,863.95</u> |
| <b>Expenses</b>   |                  |                  |
| Accountancy Fees  | 3,408.00         | 5,247.00         |
| Administration Costs  | 0.00             | 462.00           |
| ASIC Fees   | 55.00            | 321.00           |
| ATO Supervisory Levy  | 0.00             | 518.00           |
| Auditor's Remuneration  | 0.00             | 968.00           |
| Bank Charges  | 144.00           | 144.00           |
|   | <u>3,607.00</u>  | <u>7,660.00</u>  |
| <b>Member Payments</b>  |                  |                  |
| Division 293 Tax  |                  |                  |
| Leggett, Cheryl Ann - Accumulation (Accumulation)                   | 2,426.40         | 0.00             |
| Leggett, Peter David - Accumulation (Accumulation)                  | 335.10           | 0.00             |
|   | <u>2,761.50</u>  | <u>0.00</u>      |
| <b>Total Expenses</b>   | <u>6,368.50</u>  | <u>7,660.00</u>  |
| <b>Benefits accrued as a result of operations before income tax</b> | <u>85,019.10</u> | <u>72,203.95</u> |
| <b>Income Tax Expense</b>   |                  |                  |
| Income Tax Expense  | 12,268.80        | 9,918.00         |
| Prior Years Under/Over Provision for Income Tax                     | 0.00             | (0.04)           |
| <b>Total Income Tax</b>   | <u>12,268.80</u> | <u>9,917.96</u>  |
| <b>Benefits accrued as a result of operations</b>                   | <u>72,750.30</u> | <u>62,285.99</u> |

# Notes to the Financial Statements

For the year ended 30 June 2021

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## Note 1: Summary of Significant Accounting Policies

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

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

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

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

### a. Measurement of Investments

The Fund initially recognises:

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

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

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

Market value has been determined as follows:

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

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

### b. Cash and Cash Equivalents

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

### c. Revenue

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



# The Leggett Retirement Fund

## Notes to the Financial Statements

For the year ended 30 June 2021

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### Interest revenue

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

### Dividend revenue

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

### Rental revenue

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

### Distribution revenue

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

### Remeasurement changes in market values

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

### Contributions

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

## d. Liability for Accrued Benefits

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

## e. Critical Accounting Estimates and Judgements

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

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

### Note 2: Interests in Partnerships (Australian)

|                          | 2021<br>\$       | 2020<br>\$       |
|--------------------------|------------------|------------------|
| MATCH CHETER PARTNERSHIP | 360,546.45       | 362,142.01       |
|                          | <hr/> 360,546.45 | <hr/> 362,142.01 |

### Note 3: Mortgage Loans (Australian)

|                                 | 2021<br>\$ | 2020<br>\$ |
|---------------------------------|------------|------------|
| Loan - Aussea Resources Pty Ltd | 50,000.00  | 50,000.00  |

The Leggett Retirement Fund  
**Notes to the Financial Statements**

For the year ended 30 June 2021

|                                    |            |            |
|------------------------------------|------------|------------|
| Loan - Theta International Pty Ltd | 53,000.00  | 50,000.00  |
| Loan - D Stead                     | 45,927.11  | 50,920.85  |
|                                    | 148,927.11 | 150,920.85 |

**Note 4: Liability for Accrued Benefits**

|   | 2021<br>\$ | 2020<br>\$ |
|---|------------|------------|
| Liability for accrued benefits at beginning of year | 712,416.97 | 650,130.98 |
| Benefits accrued as a result of operations          | 72,750.30  | 62,285.95  |
| Current year member movements                       | 0.00       | 0.04       |
| Liability for accrued benefits at end of year       | 785,167.27 | 712,416.97 |

**Note 5: Vested Benefits**

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

|                 | 2021<br>\$ | 2020<br>\$ |
|-----------------|------------|------------|
| Vested Benefits | 785,167.27 | 712,416.97 |

**Note 6: Guaranteed Benefits**

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

**Note 7: Changes in Market Values**

**Unrealised Movements in Market Value**

|   | 2021<br>\$ | 2020<br>\$  |
|---|------------|-------------|
| <b>Interests in Partnerships (Australian)</b> |            |             |
| Equity in Match Cheter Partnership            | 0.00       | 19,090.66   |
| MATCH CHETER PARTNERSHIP                      | 0.00       | (14,457.33) |
|   | 0.00       | 4,633.33    |
| <b>Other Assets</b>                           |            |             |
| MATCH CHETER PARTNERSHIP                      | 0.00       | (4,633.33)  |
|   | 0.00       | (4,633.33)  |
| <b>Total Unrealised Movement</b>              | 0.00       | 0.00        |

The Leggett Retirement Fund

# Notes to the Financial Statements

For the year ended 30 June 2021

## Realised Movements in Market Value

|                                 | 2021<br>\$ | 2020<br>\$ |
|---------------------------------|------------|------------|
| <b>Total Realised Movement</b>  | 0.00       | 0.00       |
| <b>Changes in Market Values</b> | 0.00       | 0.00       |

## Note 8: Income Tax Expense

|  | 2021<br>\$       | 2020<br>\$      |
|--|------------------|-----------------|
| The components of tax expense comprise         |                  |                 |
| Current Tax                                    | 12,268.80        | 9,918.00        |
| Prior Year Over/Under Provision for Income Tax | 0.00             | (0.04)          |
| <b>Income Tax Expense</b>                      | <b>12,268.80</b> | <b>9,917.96</b> |

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

|  |                  |                 |
|--|------------------|-----------------|
| Prima facie tax payable on benefits accrued before income tax at 15% | 12,752.87        | 10,830.59       |
| Less:  |                  |                 |
| Tax effect of:   |                  |                 |
| Accounting Trust Distributions                                       | 3,435.67         | 2,979.99        |
| Add:   |                  |                 |
| Tax effect of:   |                  |                 |
| Other Non-Deductible Expenses  | 414.23           | 0.00            |
| Taxable Trust Distributions  | 2,537.55         | 2,067.60        |
| Rounding   | (0.18)           | (0.20)          |
| <b>Income Tax on Taxable Income or Loss</b>                          | <b>12,268.80</b> | <b>9,918.00</b> |
| Less credits:  |                  |                 |
| <b>Current Tax or Refund</b>   | <b>12,268.80</b> | <b>9,918.00</b> |

The Leggett Retirement Fund  
**Statement of Taxable Income**

For the year ended 30 June 2021

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|  | <b>2021</b>      |
|--|------------------|
|  | <b>\$</b>        |
| Benefits accrued as a result of operations | 85,019.10        |
| <b>Less</b>                                |                  |
| Accounting Trust Distributions             | 22,904.44        |
|  | <u>22,904.44</u> |
| <b>Add</b>                                 |                  |
| Other Non Deductible Expenses              | 2,761.50         |
| Taxable Trust Distributions                | 16,917.00        |
|  | <u>19,678.50</u> |
| SMSF Annual Return Rounding                | (1.16)           |
|  | <u>81,792.00</u> |
| <b>Taxable Income or Loss</b>              | <u>81,792.00</u> |
| Income Tax on Taxable Income or Loss       | 12,268.80        |
|  | <u>12,268.80</u> |
| <b>CURRENT TAX OR REFUND</b>               | <u>12,268.80</u> |
| Supervisory Levy                           | 259.00           |
| Income Tax Instalments Paid                | (10,360.00)      |
|  | <u>2,167.80</u>  |
| <b>AMOUNT DUE OR REFUNDABLE</b>            | <u>2,167.80</u>  |

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# The Leggett Retirement Fund Trustees Declaration

Cheter Investments Pty Ltd ACN: 145263485

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

The directors of the trustee company declare that:

- (i) the financial statements and notes to the financial statements for the year ended 30 June 2021 present fairly, in all material respects, the financial position of the Superannuation Fund at 30 June 2021 and the results of its operations for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements;
- (ii) the financial statements and notes to the financial statements have been prepared in accordance with the requirements of the trust deed; and
- (iii) the operation of the superannuation fund has been carried out in accordance with its trust deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations during the year ended 30 June 2021.

Specifically, the directors of the trustee company declare that:

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

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

.....  
Peter Leggett  
Cheter Investments Pty Ltd  
Director

.....  
Cheryl Leggett  
Cheter Investments Pty Ltd  
Director

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

The Leggett Retirement Fund

# Investment Summary with Market Movement

As at 30 June 2021

| Investment   | Units | Market Price   | Market Value      | Average Cost | Accounting Cost   | Overall             | Unrealised Current Year | Realised Movement |
|--|-------|----------------|-------------------|--------------|-------------------|---------------------|-------------------------|-------------------|
| <b>Cash/Bank Accounts</b>                                |       |                |                   |              |                   |                     |                         |                   |
| Cash at Bank - ANZ                                       |       | 280,192.510000 | 280,192.51        | 280,192.51   | 280,192.51        |                     |                         |                   |
|  |       |                | <b>280,192.51</b> |              | <b>280,192.51</b> |                     |                         |                   |
| <b>Interests in Partnerships (Australian)</b>            |       |                |                   |              |                   |                     |                         |                   |
| MATCH MATCH CHETER PARTNERSHIP                           | 1.00  | 360,546.450000 | 360,546.45        | 375,003.78   | 375,003.78        | (14,457.33)         | 0.00                    | 0.00              |
|  |       |                | <b>360,546.45</b> |              | <b>375,003.78</b> | <b>(14,457.33)</b>  | <b>0.00</b>             | <b>0.00</b>       |
| <b>Mortgage Loans (Australian)</b>                       |       |                |                   |              |                   |                     |                         |                   |
| LEGGPS_LO Loan - Aussea Resources Pty Ltd AN-AUSSEARE    | 1.00  | 50,000.000000  | 50,000.00         | 150,000.00   | 150,000.00        | (100,000.00)        | 0.00                    | 0.00              |
| LEGGPS_LO Loan - D Stead AN-DSTEAD                       | 1.00  | 45,927.110000  | 45,927.11         | 55,006.26    | 55,006.26         | (9,079.15)          | 0.00                    | 0.00              |
| LEGGPS_LO Loan - Theta International Pty Ltd AN-THETAINT | 1.00  | 53,000.000000  | 53,000.00         | 53,000.00    | 53,000.00         | 0.00                | 0.00                    | 0.00              |
|  |       |                | <b>148,927.11</b> |              | <b>258,006.26</b> | <b>(109,079.15)</b> | <b>0.00</b>             | <b>0.00</b>       |
| <b>Other Assets</b>                                      |       |                |                   |              |                   |                     |                         |                   |
| MATCH MATCH CHETER PARTNERSHIP                           | 0.00  | 360,546.450000 | 0.00              | 0.00         | 4,633.33          | (4,633.33)          | 0.00                    | 0.00              |
|  |       |                | <b>0.00</b>       |              | <b>4,633.33</b>   | <b>(4,633.33)</b>   | <b>0.00</b>             | <b>0.00</b>       |
|  |       |                | <b>789,666.07</b> |              | <b>917,835.88</b> | <b>(128,169.81)</b> | <b>0.00</b>             | <b>0.00</b>       |

# Self-managed superannuation fund annual return **2021**

## Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the *Fund income tax return 2021* (NAT 71287).

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

## To complete this annual return

- Print clearly, using a BLACK pen only.
  - Use BLOCK LETTERS and print one character per box.
- 
- Place  in ALL applicable boxes.

- ➡ Postal address for annual returns:

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

For example;

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

## Section A: Fund information

### 1 Tax file number (TFN)

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

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

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

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

### 4 Current postal address

Suburb/town

State/territory

Postcode

### 5 Annual return status

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

**A** No Yes

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

**B** No Yes

**6 SMSF auditor**

Auditor's name

Title: Mr  Mrs  Miss  Ms  Other

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Postal address

Suburb/town

State/territory

Postcode

Date audit was completed **A**      Day / Month / YearWas Part A of the audit report qualified?      **B** No      YesWas Part B of the audit report qualified?      **C** No      YesIf Part B of the audit report was qualified,  
have the reported issues been rectified?      **D** No      Yes**7 Electronic funds transfer (EFT)**

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

**A Fund's financial institution account details**

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

Fund BSB number

Fund account number

Fund account name

I would like my tax refunds made to this account.      **Go to C.****B Financial institution account details for tax refunds**

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

BSB number

Account number

Account name

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



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

**9 Was the fund wound up during the income year?**

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

**10 Exempt current pension income**

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

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

No **▶** Go to Section B: Income.

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

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

Segregated assets method **B**

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

Did the fund have any other income that was assessable?

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

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

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

## Section B: Income

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

### 11 Income

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

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2021*.

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

Code

Net capital gain **A** \$

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

Gross interest **C** \$

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

|                                   |                                |                           |
|-----------------------------------|--------------------------------|---------------------------|
| Gross foreign income <b>D1</b> \$ | Net foreign income <b>D</b> \$ | Loss <input type="text"/> |
|-----------------------------------|--------------------------------|---------------------------|

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

Transfers from foreign funds **F** \$

Number

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

Gross distribution from partnerships **I** \$

Loss

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

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

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

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

Code

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

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

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

\*Other income **S** \$

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

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

Code

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

|  |                           |
|--|---------------------------|
| <b>GROSS INCOME</b><br>(Sum of labels <b>A</b> to <b>U</b> ) <b>W</b> \$ | Loss <input type="text"/> |
|--|---------------------------|

Exempt current pension income **Y** \$

|   |                           |
|---|---------------------------|
| <b>TOTAL ASSESSABLE INCOME</b> ( <b>W</b> less <b>Y</b> ) <b>V</b> \$ | Loss <input type="text"/> |
|---|---------------------------|

## Section C: Deductions and non-deductible expenses

### 12 Deductions and non-deductible expenses

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

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

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

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

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

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

#This is a mandatory label.

## Section D: Income tax calculation statement

### #Important:

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

### 13 Calculation statement

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

|                                     |              |  |
|-------------------------------------|--------------|--|
| #Taxable income                     | <b>A \$</b>  | <i>(an amount must be included even if it is zero)</i> |
| #Tax on taxable income              | <b>T1 \$</b> | <i>(an amount must be included even if it is zero)</i> |
| #Tax on no-TFN-quoted contributions | <b>J \$</b>  | <i>(an amount must be included even if it is zero)</i> |

Gross tax **B \$**

*(T1 plus J)*

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

SUBTOTAL 1

**T2 \$**

*(B less C – cannot be less than zero)*

|   |   |
|---|---|
| Early stage venture capital limited partnership tax offset                                    |   |
| <b>D1 \$</b>  |   |
| Early stage venture capital limited partnership tax offset carried forward from previous year | Non-refundable carry forward tax offsets      |
| <b>D2 \$</b>  | <b>D \$</b>                                   |
| Early stage investor tax offset   | <i>(D1 plus D2 plus D3 plus D4)</i>           |
| <b>D3 \$</b>  |   |
| Early stage investor tax offset carried forward from previous year                            | SUBTOTAL 2                                    |
| <b>D4 \$</b>  | <b>T3 \$</b>                                  |
|   | <i>(T2 less D – cannot be less than zero)</i> |

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

#TAX PAYABLE **T5 \$**

*(T3 less E – cannot be less than zero)*

Section 102AAM interest charge

**G \$**

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

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

PAYG instalments raised

**K \$**

Supervisory levy

**L \$**

Supervisory levy adjustment for wound up funds

**M \$**

Supervisory levy adjustment for new funds

**N \$**

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

#This is a mandatory label.

## Section E: Losses

### 14 Losses

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

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

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

## Section F: Member information

### MEMBER 1

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

### Member's TFN

See the Privacy note in the Declaration.

Date of birth

### Contributions

OPENING ACCOUNT BALANCE \$

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

Employer contributions

**A \$**

ABN of principal employer

**A1**

Personal contributions

**B \$**

CGT small business retirement exemption

**C \$**

CGT small business 15-year exemption amount

**D \$**

Personal injury election

**E \$**

Spouse and child contributions

**F \$**

Other third party contributions

**G \$**

Proceeds from primary residence disposal

**H \$**

Receipt date Day / Month / Year

**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 Amounts)

**M \$**

**TOTAL CONTRIBUTIONS N \$**

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

### Other transactions

Allocated earnings or losses **O \$**

Loss

Accumulation phase account balance

**S1 \$**

Inward rollovers and transfers **P \$**

Retirement phase account balance - Non CDBIS

**S2 \$**

Outward rollovers and transfers **Q \$**

Lump Sum payments **R1 \$**

Retirement phase account balance - CDBIS

**S3 \$**

Income stream payments **R2 \$**

Code

Code

TRIS Count

**CLOSING ACCOUNT BALANCE S \$**

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

Accumulation phase value **X1 \$**

Retirement phase value **X2 \$**

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

**MEMBER 2**

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

**Member's TFN**

See the Privacy note in the Declaration.

**Date of birth**

**Contributions**

OPENING ACCOUNT BALANCE \$

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

Employer contributions

**A \$**

ABN of principal employer

**A1**

Personal contributions

**B \$**

CGT small business retirement exemption

**C \$**

CGT small business 15-year exemption amount

**D \$**

Personal injury election

**E \$**

Spouse and child contributions

**F \$**

Other third party contributions

**G \$**

Proceeds from primary residence disposal

**H \$**

Receipt date Day / Month / Year

**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 Amounts)

**M \$**

**TOTAL CONTRIBUTIONS N \$**

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

**Other transactions**

Allocated earnings or losses **O \$**

Loss

Accumulation phase account balance

**S1 \$**

Inward rollovers and transfers **P \$**

Retirement phase account balance - Non CDBIS

**S2 \$**

Outward rollovers and transfers **Q \$**

Retirement phase account balance - CDBIS

**S3 \$**

Lump Sum payments **R1 \$**

Income stream payments **R2 \$**

Code

Code

TRIS Count

**CLOSING ACCOUNT BALANCE S \$**

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

Accumulation phase value **X1 \$**

Retirement phase value **X2 \$**

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

**OFFICIAL: Sensitive** (when completed)

---

**Section H: Assets and liabilities**
**15 ASSETS**

15a Australian managed investments

Listed trusts **A \$**

Unlisted trusts **B \$**

Insurance policy **C \$**

Other managed investments **D \$**

---

15b Australian direct investments

Cash and term deposits **E \$**

|  |   |
|--|---|
| <b>Limited recourse borrowing arrangements</b><br>Australian residential real property<br><b>J1 \$</b><br>Australian non-residential real property<br><b>J2 \$</b><br>Overseas real property<br><b>J3 \$</b><br>Australian shares<br><b>J4 \$</b><br>Overseas shares<br><b>J5 \$</b><br>Other<br><b>J6 \$</b><br>Property count<br><b>J7</b> | Debt securities <b>F \$</b><br><p style="padding-left: 100px;">Loans <b>G \$</b></p> Listed shares <b>H \$</b><br>Unlisted shares <b>I \$</b><br>Limited recourse borrowing arrangements <b>J \$</b><br><p style="padding-left: 100px;">Non-residential real property <b>K \$</b></p> <p style="padding-left: 100px;">Residential real property <b>L \$</b></p> <p style="padding-left: 100px;">Collectables and personal use assets <b>M \$</b></p> <p style="padding-left: 100px;">Other assets <b>O \$</b></p> |
|--|---|

15c Other investments

Crypto-Currency **N \$**

---

15d Overseas direct investments

Overseas shares **P \$**

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

Overseas residential real property **R \$**

Overseas managed investments **S \$**

Other overseas assets **T \$**

|   |
|---|
| <b>TOTAL AUSTRALIAN AND OVERSEAS ASSETS U \$</b><br><small>(Sum of labels A to T)</small> |
|---|

---

**15e In-house assets**

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

**A** No      Yes      **B** \$



**15f Limited recourse borrowing arrangements**

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

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

**16 LIABILITIES**

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

**Section I: Taxation of financial arrangements****17 Taxation of financial arrangements (TOFA)**

Total TOFA gains **H \$**

Total TOFA losses **I \$**

**Section J: Other information****Family trust election status**

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2020–21 income year, write **2021**). **A**

If revoking or varying a family trust election, print **R** for revoke or print **V** for variation, and complete and attach the *Family trust election, revocation or variation 2021*. **B**

**Interposed entity election status**

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an *Interposed entity election or revocation 2021* for each election. **C**

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

## Section K: Declarations

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

### Important

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

### Privacy

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

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

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

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

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

Date  /  /

### Preferred trustee or director contact details:

Title:  Mr  Mrs  Miss  Ms  Other

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return  Hrs

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

### TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 2021* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date  /  /

### Tax agent's contact details

Title:  Mr  Mrs  Miss  Ms  Other

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

# The Leggett Retirement Fund

## Members Statement

Peter David Leggett  
 31 Cabrera Crescent  
 Beerwah, Queensland, 4519, Australia

### Your Details

Date of Birth : 16/03/1962  
 Age: 59  
 Tax File Number: Provided  
 Date Joined Fund: 16/07/2010  
 Service Period Start Date: 11/05/1984  
 Date Left Fund:  
 Member Code: LEGPET00001A  
 Account Start Date: 16/07/2010  
 Account Phase: Accumulation Phase  
 Account Description: Accumulation

Nominated Beneficiaries N/A  
 Vested Benefits 392,126.53

### Your Balance

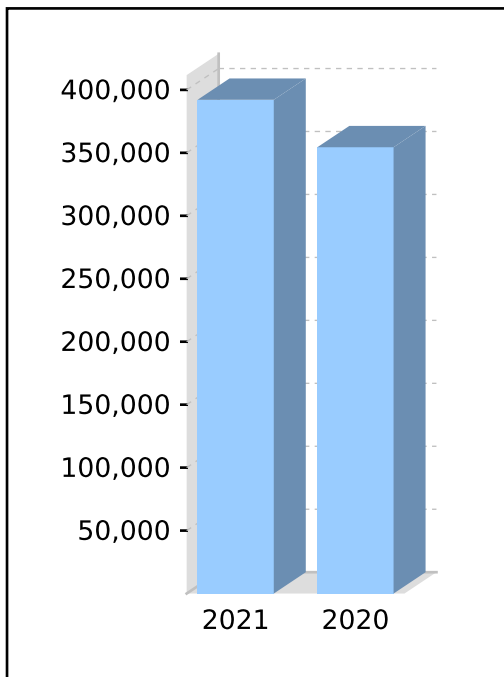
Total Benefits 392,126.53

Preservation Components

Preserved 392,126.53  
 Unrestricted Non Preserved  
 Restricted Non Preserved

Tax Components

Tax Free 23,229.83  
 Taxable 368,896.70



### Your Detailed Account Summary

|  | This Year  | Last Year  |
|--|------------|------------|
| Opening balance at 01/07/2020                        | 354,428.87 | 323,329.12 |
| <u>Increases to Member account during the period</u> |            |            |
| Employer Contributions                               | 29,890.95  | 26,855.71  |
| Personal Contributions (Concessional)                |            |            |
| Personal Contributions (Non Concessional)            |            |            |
| Government Co-Contributions                          |            |            |
| Other Contributions                                  |            |            |
| Proceeds of Insurance Policies                       |            |            |
| Transfers In   |            |            |
| Net Earnings   | 14,326.02  | 9,198.18   |
| Internal Transfer In                                 |            |            |
| <u>Decreases to Member account during the period</u> |            |            |
| Pensions Paid  |            |            |
| Contributions Tax                                    | 4,483.65   | 4,028.39   |
| Income Tax   | 1,700.56   | 925.75     |
| No TFN Excess Contributions Tax                      |            |            |
| Excess Contributions Tax                             |            |            |
| Refund Excess Contributions                          |            |            |
| Division 293 Tax                                     | 335.10     |            |
| Insurance Policy Premiums Paid                       |            |            |
| Management Fees                                      |            |            |
| Member Expenses                                      |            |            |
| Benefits Paid/Transfers Out                          |            |            |
| Superannuation Surcharge Tax                         |            |            |
| Internal Transfer Out                                |            |            |
| Closing balance at 30/06/2021                        | 392,126.53 | 354,428.87 |

# The Leggett Retirement Fund

## Members Statement

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### Trustee's Disclaimer

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

Signed by all the trustees of the fund

---

Peter Leggett  
Director

---

Cheryl Leggett  
Director

# The Leggett Retirement Fund

## Members Statement

Cheryl Ann Leggett  
 31 Cabrera Crescent  
 Beerwah, Queensland, 4519, Australia

### Your Details

Date of Birth : 14/02/1964  
 Age: 57  
 Tax File Number: Provided  
 Date Joined Fund: 16/07/2010  
 Service Period Start Date: 29/01/1990  
 Date Left Fund:  
 Member Code: LEGCHE00001A  
 Account Start Date: 16/07/2010  
 Account Phase: Accumulation Phase  
 Account Description: Accumulation

Nominated Beneficiaries N/A  
 Vested Benefits 393,040.74

### Your Balance

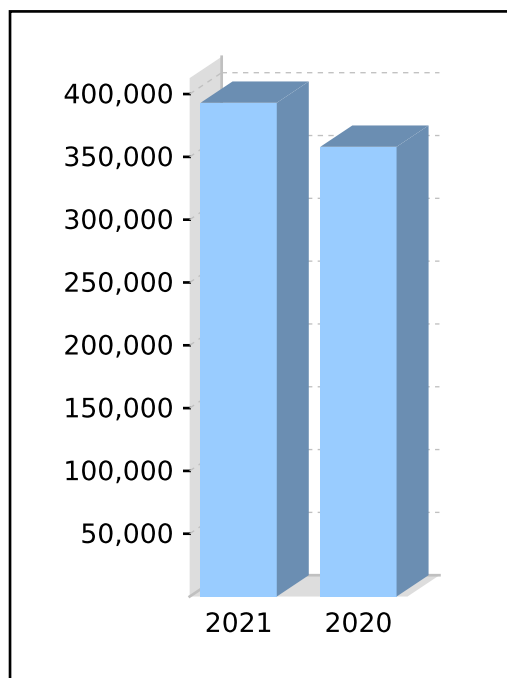
Total Benefits 393,040.74

Preservation Components

Preserved 393,040.74  
 Unrestricted Non Preserved  
 Restricted Non Preserved

Tax Components

Tax Free 22,444.76  
 Taxable 370,595.98



### Your Detailed Account Summary

|  | This Year  | Last Year  |
|--|------------|------------|
| Opening balance at 01/07/2020                        | 357,988.10 | 326,801.86 |
| <u>Increases to Member account during the period</u> |            |            |
| Employer Contributions                               | 29,185.95  | 26,855.71  |
| Personal Contributions (Concessional)                |            |            |
| Personal Contributions (Non Concessional)            |            |            |
| Government Co-Contributions                          |            |            |
| Other Contributions                                  |            |            |
| Proceeds of Insurance Policies                       |            |            |
| Transfers In   |            |            |
| Net Earnings   | 14,377.68  | 9,294.35   |
| Internal Transfer In                                 |            |            |
| <u>Decreases to Member account during the period</u> |            |            |
| Pensions Paid  |            |            |
| Contributions Tax                                    | 4,377.90   | 4,028.39   |
| Income Tax   | 1,706.69   | 935.43     |
| No TFN Excess Contributions Tax                      |            |            |
| Excess Contributions Tax                             |            |            |
| Refund Excess Contributions                          |            |            |
| Division 293 Tax                                     | 2,426.40   |            |
| Insurance Policy Premiums Paid                       |            |            |
| Management Fees                                      |            |            |
| Member Expenses                                      |            |            |
| Benefits Paid/Transfers Out                          |            |            |
| Superannuation Surcharge Tax                         |            |            |
| Internal Transfer Out                                |            |            |
| Closing balance at 30/06/2021                        | 393,040.74 | 357,988.10 |

# The Leggett Retirement Fund

## Members Statement

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### Trustee's Disclaimer

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

Signed by all the trustees of the fund

---

Peter Leggett  
Director

---

Cheryl Leggett  
Director

# Memorandum of Resolutions of the Director(s) of

Cheter Investments Pty Ltd ACN: 145263485

ATF The Leggett Retirement Fund

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## **FINANCIAL STATEMENTS OF SUPERANNUATION FUND:**

It was resolved that the financial statements would be prepared as special purpose financial statements as, in the opinion of the trustee(s), the Superannuation Fund is a non-reporting entity and therefore is not required to comply with all Australian Accounting Standards.

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

## **TRUSTEE'S DECLARATION:**

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

## **ANNUAL RETURN:**

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

## **INVESTMENT STRATEGY:**

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

## **ALLOCATION OF INCOME:**

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

## **INVESTMENT DISPOSALS:**

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

## **AUDITORS:**

It was resolved that

Tony Boys

of

PO Box 3376, Rundle Mall, South Australia 5000

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

## **TRUSTEE STATUS:**

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

## **CONTRIBUTIONS RECEIVED:**

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

## **CLOSURE:**

Signed as a true record –

.....  
Peter Leggett

/ /

# Memorandum of Resolutions of the Director(s) of

Cheter Investments Pty Ltd ACN: 145263485

ATF The Leggett Retirement Fund

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.....  
Cheryl Leggett  
/ /



## The Leggett Retirement Fund

# Trial Balance

As at 30 June 2021

| Last Year    | Code                     | Account Name  | Units | Debits<br>\$ | Credits<br>\$ |
|--------------|--------------------------|---|-------|--------------|---------------|
|              | <b>24200</b>             | <b>Contributions</b>                                      |       |              |               |
| (26,855.71)  | 24200/LEGCHE00001<br>A   | (Contributions) Leggett, Cheryl Ann -<br>Accumulation     |       |              | 29,185.95     |
| (26,855.71)  | 24200/LEGPET00001A       | (Contributions) Leggett, Peter David -<br>Accumulation    |       |              | 29,890.95     |
|              | <b>25000</b>             | <b>Interest Received</b>                                  |       |              |               |
| (3,000.00)   | 25000/00074              | Loan - Theta International Pty Ltd                        |       |              | ✓ 3,000.00    |
| (3,285.90)   | 25000/00075              | Loan - D Stead  |       |              | ✓ 3,406.26    |
|              | 25000/00076              | Loan - Aussea Resources Pty Ltd                           |       |              | ✓ 3,000.00    |
|              | <b>27000</b>             | <b>Partnership Distributions Received</b>                 |       |              |               |
| (19,866.63)  | 27000/MATCH2myq5D<br>Fkw | MATCH CHETER PARTNERSHIP                                  |       |              | 22,904.44     |
| 5,247.00     | 30100                    | Accountancy Fees  |       | 3,408.00     |               |
| 462.00       | 30200                    | Administration Costs                                      |       |              |               |
| 518.00       | 30400                    | ATO Supervisory Levy                                      |       |              |               |
| 968.00       | 30700                    | Auditor's Remuneration                                    |       |              |               |
| 321.00       | 30800                    | ASIC Fees   |       | 55.00        |               |
| 144.00       | 31500                    | Bank Charges  |       | 144.00       |               |
|              | <b>48100</b>             | <b>Division 293 Tax</b>                                   |       |              |               |
|              | 48100/LEGCHE00001<br>A   | (Division 293 Tax) Leggett, Cheryl Ann<br>- Accumulation  |       | 2,426.40     |               |
|              | 48100/LEGPET00001A       | (Division 293 Tax) Leggett, Peter David<br>- Accumulation |       | 335.10       |               |
| 9,918.00     | 48500                    | Income Tax Expense  |       | 12,268.80    |               |
| (0.04)       | 48600                    | Prior Years Under/Over Provision for<br>Income Tax        |       |              |               |
| 62,285.99    | 49000                    | Profit/Loss Allocation Account                            |       | 72,750.30    |               |
|              | <b>50010</b>             | <b>Opening Balance</b>                                    |       |              |               |
| (326,801.86) | 50010/LEGCHE00001<br>A   | (Opening Balance) Leggett, Cheryl Ann<br>- Accumulation   |       |              | 357,988.10    |
| (323,329.12) | 50010/LEGPET00001A       | (Opening Balance) Leggett, Peter<br>David - Accumulation  |       |              | 354,428.87    |
|              | <b>51900</b>             | <b>Division 293 Tax</b>                                   |       |              |               |
|              | 51900/LEGCHE00001<br>A   | (Division 293 Tax) Leggett, Cheryl Ann<br>- Accumulation  |       | 2,426.40     |               |
|              | 51900/LEGPET00001A       | (Division 293 Tax) Leggett, Peter David<br>- Accumulation |       | 335.10       |               |
|              | <b>52420</b>             | <b>Contributions</b>                                      |       |              |               |

# The Leggett Retirement Fund

## Trial Balance

As at 30 June 2021

| Last Year   | Code                           | Account Name  | Units  | Debits<br>\$      | Credits<br>\$     |
|-------------|--------------------------------|---|--------|-------------------|-------------------|
| (26,855.71) | 52420/LEGCHE00001<br>A         | (Contributions) Leggett, Cheryl Ann -<br>Accumulation           |        |                   | 29,185.95         |
| (26,855.71) | 52420/LEGPET00001A             | (Contributions) Leggett, Peter David -<br>Accumulation          |        |                   | 29,890.95         |
|             | <b>53100</b>                   | <b>Share of Profit/(Loss)</b>                                   |        |                   |                   |
| (9,294.35)  | 53100/LEGCHE00001<br>A         | (Share of Profit/(Loss)) Leggett, Cheryl<br>Ann - Accumulation  |        |                   | 14,377.68         |
| (9,198.18)  | 53100/LEGPET00001A             | (Share of Profit/(Loss)) Leggett, Peter<br>David - Accumulation |        |                   | 14,326.02         |
|             | <b>53330</b>                   | <b>Income Tax</b>   |        |                   |                   |
| 935.43      | 53330/LEGCHE00001<br>A         | (Income Tax) Leggett, Cheryl Ann -<br>Accumulation              |        | 1,706.69          |                   |
| 925.75      | 53330/LEGPET00001A             | (Income Tax) Leggett, Peter David -<br>Accumulation             |        | 1,700.56          |                   |
|             | <b>53800</b>                   | <b>Contributions Tax</b>  |        |                   |                   |
| 4,028.39    | 53800/LEGCHE00001<br>A         | (Contributions Tax) Leggett, Cheryl Ann<br>- Accumulation       |        | 4,377.90          |                   |
| 4,028.39    | 53800/LEGPET00001A             | (Contributions Tax) Leggett, Peter<br>David - Accumulation      |        | 4,483.65          |                   |
|             | <b>60400</b>                   | <b>Bank Accounts</b>  |        |                   |                   |
| 200,604.11  | 60400/ANZ439600467             | Cash at Bank - ANZ  |        | 280,192.51        |                   |
|             | <b>73200</b>                   | <b>Interests in Partnerships (Australian)</b>                   |        |                   |                   |
| 362,142.01  | 73200/MATCH2myq5D<br>Fkw       | MATCH CHETER PARTNERSHIP  | 1.0000 | 360,546.45        |                   |
|             | <b>75000</b>                   | <b>Mortgage Loans (Australian)</b>                              |        |                   |                   |
| 50,000.00   | 75000/LEGGPS_LOAN<br>-Db6E49tN | Loan - Aussea Resources Pty Ltd                                 | 1.0000 | 50,000.00         |                   |
| 50,000.00   | 75000/LEGGPS_LOAN<br>-HWMlpLqY | Loan - Theta International Pty Ltd                              | 1.0000 | 53,000.00         |                   |
| 50,920.85   | 75000/LEGGPS_LOAN<br>-uY1yUk6N | Loan - D Stead  | 1.0000 | 45,927.11         |                   |
| 702.00      | 85000                          | Income Tax Payable/Refundable                                   |        |                   | 1,908.80          |
| (1,952.00)  | 86000                          | PAYG Payable  |        |                   | 2,590.00          |
|             |                                |   |        | <b>896,083.97</b> | <b>896,083.97</b> |

Current Year Profit/(Loss): 85,019.10



## Bank Reconciliation - Super Fund

Client Name: Leggett Retirement Fund  
 Client Code: LEGG03 Period Ended: 30 June 2021  
 Partner/Manager: MH / SA Accountant: Eddy Lee

Bank: ANZ Account No: 439600467  
 BGL Code: \_\_\_\_\_

AS AT

**30/06/2021**

Balance as per bank statement \$280,192.51

|                           |      |            |
|---------------------------|------|------------|
| add: Outstanding deposits | 0.00 |            |
|                           | 0.00 |            |
|                           | 0.00 | 0.00       |
|                           |      | 280,192.51 |

less: Outstanding cheques

| Chq No | Code | Amount |      |
|--------|------|--------|------|
|        |      | 0.00   |      |
|        |      | 0.00   |      |
|        |      | 0.00   |      |
|        |      | 0.00   |      |
|        |      | 0.00   |      |
|        |      | 0.00   |      |
|        |      | 0.00   |      |
|        |      | 0.00   |      |
|        |      | 0.00   |      |
|        |      | 0.00   |      |
|        |      | 0.00   |      |
|        |      | 0.00   |      |
|        |      | 0.00   |      |
|        |      | 0.00   |      |
|        |      | 0.00   | 0.00 |

**Reconciled Balance** \$280,192.51 ✓

# BUSINESS CLASSIC STATEMENT

Account Number 4396-00467

## Transaction Details

Please retain this statement for taxation purposes

| Date          | Transaction Details  | Withdrawals (\$) | Deposits (\$)     | Balance (\$)        |
|---------------|--|------------------|-------------------|---------------------|
| <b>2020</b>   |  |                  |                   |                     |
| <b>17 JUN</b> | <b>OPENING BALANCE</b>                                     |                  |                   | <b>197,711.81</b>   |
| 29 JUN        | <b>TRANSFER</b><br>FROM STEAD DJ DAN STEAD                 |                  | 700.00            | 198,411.81          |
| 30 JUN        | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC290620-105774711 |                  | 1,096.15          | 199,507.96          |
| 30 JUN        | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC290620-105774712 |                  | 1,096.15          | 200,604.11          |
| 01 JUL        | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC300620-168229115 |                  | 1,860.57          | 202,464.68          |
| 01 JUL        | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC300620-168229114 |                  | 1,860.57          | 204,325.25          |
| 17 JUL        | <b>ACCOUNT SERVICING FEE</b>                               | 12.00            |                   | 204,313.25          |
|               | <b>TOTALS AT END OF PAGE</b>                               | <b>\$12.00</b>   | <b>\$6,613.44</b> |                     |
|               | <b>TOTALS AT END OF PERIOD</b>                             | <b>\$12.00</b>   | <b>\$6,613.44</b> | <b>\$204,313.25</b> |

## This Statement Includes

|                  |         |
|------------------|---------|
| ANZ bank charges | \$12.00 |
|------------------|---------|

## Yearly Summary

Previous Year to 30/06/2020 (\$)

| Fees Charged         |                 |
|----------------------|-----------------|
| ANZ bank account fee | 144.00          |
| <b>Total</b>         | <b>\$144.00</b> |

## Fee Summary

Fees Charged for period: 18 JUN 2020 to 17 JUL 2020

### Summary of ANZ Transaction Fees

|  | Transactions |            | Fee Per     | Total          |
|--|--------------|------------|-------------|----------------|
|  | Total        | Free       | Transaction | Charge         |
|  |              | Additional | (\$)        | (\$)           |
| <b>SERVICE FEES</b>                    |              |            |             |                |
| ACCOUNT SERVICE FEE                    |              |            |             | 12.00          |
| <b>Total Account Service Fees</b>      |              |            |             | <b>\$12.00</b> |
| <b>Total Bank Account Fees Charged</b> |              |            |             | <b>\$12.00</b> |

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

# BUSINESS CLASSIC STATEMENT

Account Number 4396-00467

## Transaction Details

Please retain this statement for taxation purposes

| Date                           | Transaction Details   | Withdrawals (\$)  | Deposits (\$)      | Balance (\$)        |
|--------------------------------|---|-------------------|--------------------|---------------------|
| <b>2020</b>                    |   |                   |                    |                     |
| 17 JUL                         | <b>OPENING BALANCE</b>  |                   |                    | <b>204,313.25</b>   |
| 22 JUL                         | <b>ANZ INTERNET BANKING BPAY</b><br>TAX OFFICE PAYMENT {323012}           | 1,952.00          |                    | 202,361.25          |
| 23 JUL                         | <b>ANZ INTERNET BANKING BPAY</b><br>ASIC {986716}                         | 55.00             |                    | 202,306.25          |
| 23 JUL                         | <b>ANZ INTERNET BANKING PAYMENT 987563</b><br>TO CABRERA PARTNERS ACCOUNT | 231.00            |                    | 202,075.25          |
| 29 JUL                         | <b>TRANSFER</b><br>FROM STEAD DJ DAN STEAD                                |                   | 700.00             | 202,775.25          |
| 05 AUG                         | <b>ANZ INTERNET BANKING BPAY</b><br>TAX OFFICE PAYMENT {203741}           | 335.10            |                    | 202,440.15          |
| 05 AUG                         | <b>ANZ INTERNET BANKING BPAY</b><br>TAX OFFICE PAYMENT {205619}           | 2,426.40          |                    | 200,013.75          |
| 11 AUG                         | <b>PAYMENT FROM MATCH CHETER PARTNERSHIP</b><br>FOURTH QUARTER RETURN     |                   | 3,500.00           | 203,513.75          |
| 12 AUG                         | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC110820-197697377                |                   | 3,355.38           | 206,869.13          |
| 12 AUG                         | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC110820-197697376                |                   | 3,355.38           | 210,224.51          |
| 17 AUG                         | <b>ACCOUNT SERVICING FEE</b>  | 12.00             |                    | 210,212.51          |
| <b>TOTALS AT END OF PAGE</b>   |   | <b>\$5,011.50</b> | <b>\$10,910.76</b> |                     |
| <b>TOTALS AT END OF PERIOD</b> |   | <b>\$5,011.50</b> | <b>\$10,910.76</b> | <b>\$210,212.51</b> |

### This Statement Includes

|                  |         |
|------------------|---------|
| ANZ bank charges | \$12.00 |
|------------------|---------|

### Fee Summary

Fees Charged for period: 18 JUL 2020 to 17 AUG 2020

#### Summary of ANZ Transaction Fees

|  | Transactions |      | Fee Per     | Total          |
|--|--------------|------|-------------|----------------|
|  | Total        | Free | Transaction | Charge         |
|  |              |      | (\$)        | (\$)           |
| <b>SERVICE FEES</b>                    |              |      |             |                |
| ACCOUNT SERVICE FEE                    |              |      |             | 12.00          |
| <b>Total Account Service Fees</b>      |              |      |             | <b>\$12.00</b> |
| <b>Total Bank Account Fees Charged</b> |              |      |             | <b>\$12.00</b> |

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

# BUSINESS CLASSIC STATEMENT

Account Number 4396-00467

## Transaction Details

Please retain this statement for taxation purposes

| Date          | Transaction Details  | Withdrawals (\$) | Deposits (\$)     | Balance (\$)        |
|---------------|--|------------------|-------------------|---------------------|
| <b>2020</b>   |  |                  |                   |                     |
| <b>17 AUG</b> | <b>OPENING BALANCE</b>                                     |                  |                   | <b>210,212.51</b>   |
| 31 AUG        | <b>TRANSFER</b><br>FROM STEAD DJ DAN STEAD                 |                  | 700.00            | 210,912.51          |
| 09 SEP        | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC080920-120236317 |                  | 2,820.00          | 213,732.51          |
| 09 SEP        | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC080920-120236318 |                  | 2,820.00          | 216,552.51          |
| 17 SEP        | <b>ACCOUNT SERVICING FEE</b>                               | 12.00            |                   | 216,540.51          |
|               | <b>TOTALS AT END OF PAGE</b>                               | <b>\$12.00</b>   | <b>\$6,340.00</b> |                     |
|               | <b>TOTALS AT END OF PERIOD</b>                             | <b>\$12.00</b>   | <b>\$6,340.00</b> | <b>\$216,540.51</b> |

### This Statement Includes

|                  |         |
|------------------|---------|
| ANZ bank charges | \$12.00 |
|------------------|---------|

### Fee Summary

Fees Charged for period: 18 AUG 2020 to 17 SEP 2020

#### Summary of ANZ Transaction Fees

|  | Transactions |                 | Fee Per Transaction (\$) | Total Charge (\$) |
|--|--------------|-----------------|--------------------------|-------------------|
|  | Total        | Free Additional |                          |                   |
| <b>SERVICE FEES</b>                    |              |                 |                          |                   |
| ACCOUNT SERVICE FEE                    |              |                 |                          | 12.00             |
| <b>Total Account Service Fees</b>      |              |                 |                          | <b>\$12.00</b>    |
| <b>Total Bank Account Fees Charged</b> |              |                 |                          | <b>\$12.00</b>    |

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

## IMPORTANT INFORMATION

### PLEASE CHECK THE ENTRIES AND CALL 13 13 14 REGARDING ANY ERRORS ON THIS STATEMENT.

All entries generated are subject to authorisation and verification and if necessary, adjustments will appear on a later statement.

If you have a complaint or unresolved issue with ANZ's product or service please call our National Feedback Line **1800 805 154** and advise us. Further information in relation to ANZ's dispute resolution process and this product (including details of benefits or fees and charges) is available on request and you can access this information by reviewing the Terms and Conditions, and Fees and Charges brochures which can be found at [www.anz.com](http://www.anz.com) or by calling **13 13 14**.

# BUSINESS CLASSIC STATEMENT

Account Number 4396-00467

## Transaction Details

Please retain this statement for taxation purposes

| Date          | Transaction Details                 | Withdrawals (\$) | Deposits (\$)     | Balance (\$)        |
|---------------|-------------------------------------|------------------|-------------------|---------------------|
| <b>2020</b>   |                                     |                  |                   |                     |
| <b>17 SEP</b> | <b>OPENING BALANCE</b>              |                  |                   | <b>216,540.51</b>   |
| 29 SEP        | TRANSFER<br>FROM STEAD DJ DAN STEAD |                  | 700.00            | 217,240.51          |
| 13 OCT        | PAYMENT FROM THETA INTERNATIONAL    |                  | 3,000.00          | 220,240.51          |
| 16 OCT        | ACCOUNT SERVICING FEE               | 12.00            |                   | 220,228.51          |
|               | <b>TOTALS AT END OF PAGE</b>        | <b>\$12.00</b>   | <b>\$3,700.00</b> |                     |
|               | <b>TOTALS AT END OF PERIOD</b>      | <b>\$12.00</b>   | <b>\$3,700.00</b> | <b>\$220,228.51</b> |

### This Statement Includes

|                  |         |
|------------------|---------|
| ANZ bank charges | \$12.00 |
|------------------|---------|

### Fee Summary

Fees Charged for period: 18 SEP 2020 to 16 OCT 2020

#### Summary of ANZ Transaction Fees

|  | Transactions |      | Fee Per     | Total          |
|--|--------------|------|-------------|----------------|
|  | Total        | Free | Transaction | Charge         |
|  |              |      | (\$)        | (\$)           |
| <b>SERVICE FEES</b>                    |              |      |             |                |
| ACCOUNT SERVICE FEE                    |              |      |             | 12.00          |
| <b>Total Account Service Fees</b>      |              |      |             | <b>\$12.00</b> |
| <b>Total Bank Account Fees Charged</b> |              |      |             | <b>\$12.00</b> |

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

## IMPORTANT INFORMATION

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# BUSINESS CLASSIC STATEMENT

Account Number 4396-00467

## Transaction Details

Please retain this statement for taxation purposes

| Date          | Transaction Details  | Withdrawals (\$)  | Deposits (\$)      | Balance (\$)        |
|---------------|--|-------------------|--------------------|---------------------|
| <b>2020</b>   |  |                   |                    |                     |
| <b>16 OCT</b> | <b>OPENING BALANCE</b>   |                   |                    | <b>220,228.51</b>   |
| 19 OCT        | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC161020-106096798           |                   | 2,820.00           | 223,048.51          |
| 19 OCT        | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC161020-106096799           |                   | 2,820.00           | 225,868.51          |
| 28 OCT        | <b>ANZ INTERNET BANKING BPAY</b><br>TAX OFFICE PAYMENT (617258)      | 2,590.00          |                    | 223,278.51          |
| 29 OCT        | <b>TRANSFER</b><br>FROM STEAD DJ DAN STEAD                           |                   | 700.00             | 223,978.51          |
| 03 NOV        | <b>PAYMENT FROM MATCH CHETER PARTNERSHIP</b><br>MATCH CHETER PAYMENT |                   | 7,000.00           | 230,978.51          |
| 09 NOV        | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC061120-126286673           |                   | 3,525.00           | 234,503.51          |
| 09 NOV        | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC061120-126286672           |                   | 4,230.00           | 238,733.51          |
| 17 NOV        | <b>ACCOUNT SERVICING FEE</b>   | 12.00             |                    | 238,721.51          |
|               | <b>TOTALS AT END OF PAGE</b>   | <b>\$2,602.00</b> | <b>\$21,095.00</b> |                     |
|               | <b>TOTALS AT END OF PERIOD</b>                                       | <b>\$2,602.00</b> | <b>\$21,095.00</b> | <b>\$238,721.51</b> |

## This Statement Includes

|                  |         |
|------------------|---------|
| ANZ bank charges | \$12.00 |
|------------------|---------|

## Fee Summary

Fees Charged for period: 17 OCT 2020 to 17 NOV 2020

### Summary of ANZ Transaction Fees

|  | Transactions |                 | Fee Per<br>Transaction<br>(\$) | Total<br>Charge<br>(\$) |
|--|--------------|-----------------|--------------------------------|-------------------------|
|  | Total        | Free Additional |                                |                         |
| <b>SERVICE FEES</b>                    |              |                 |                                |                         |
| ACCOUNT SERVICE FEE                    |              |                 |                                | 12.00                   |
| <b>Total Account Service Fees</b>      |              |                 |                                | <b>\$12.00</b>          |
| <b>Total Bank Account Fees Charged</b> |              |                 |                                | <b>\$12.00</b>          |

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



# BUSINESS CLASSIC STATEMENT

Account Number 4396-00467

## Transaction Details

Please retain this statement for taxation purposes

| Date          | Transaction Details  | Withdrawals (\$) | Deposits (\$)     | Balance (\$)        |
|---------------|--|------------------|-------------------|---------------------|
| <b>2020</b>   |  |                  |                   |                     |
| <b>17 NOV</b> | <b>OPENING BALANCE</b>                                     |                  |                   | <b>238,721.51</b>   |
| 30 NOV        | <b>TRANSFER</b><br>FROM STEAD DJ DAN STEAD                 |                  | 700.00            | 239,421.51          |
| 08 DEC        | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC071220-163971966 |                  | 2,820.00          | 242,241.51          |
| 08 DEC        | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC071220-163971967 |                  | 2,820.00          | 245,061.51          |
| 17 DEC        | <b>ACCOUNT SERVICING FEE</b>                               | 12.00            |                   | 245,049.51          |
|               | <b>TOTALS AT END OF PAGE</b>                               | <b>\$12.00</b>   | <b>\$6,340.00</b> |                     |
|               | <b>TOTALS AT END OF PERIOD</b>                             | <b>\$12.00</b>   | <b>\$6,340.00</b> | <b>\$245,049.51</b> |

### This Statement Includes

|                  |         |
|------------------|---------|
| ANZ bank charges | \$12.00 |
|------------------|---------|

### Fee Summary

Fees Charged for period: 18 NOV 2020 to 17 DEC 2020

#### Summary of ANZ Transaction Fees

|  | Transactions |                 | Fee Per Transaction (\$) | Total Charge (\$) |
|--|--------------|-----------------|--------------------------|-------------------|
|  | Total        | Free Additional |                          |                   |
| <b>SERVICE FEES</b>                    |              |                 |                          |                   |
| ACCOUNT SERVICE FEE                    |              |                 |                          | 12.00             |
| <b>Total Account Service Fees</b>      |              |                 |                          | <b>\$12.00</b>    |
| <b>Total Bank Account Fees Charged</b> |              |                 |                          | <b>\$12.00</b>    |

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

## IMPORTANT INFORMATION

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# BUSINESS CLASSIC STATEMENT

Account Number 4396-00467

## Transaction Details

Please retain this statement for taxation purposes

| Date        | Transaction Details  | Withdrawals (\$) | Deposits (\$)     | Balance (\$)        |
|-------------|--|------------------|-------------------|---------------------|
| <b>2020</b> |  |                  |                   |                     |
| 17 DEC      | <b>OPENING BALANCE</b>                                     |                  |                   | <b>245,049.51</b>   |
| 29 DEC      | <b>TRANSFER</b><br>FROM STEAD DJ DAN STEAD                 |                  | 700.00            | 245,749.51          |
| <b>2021</b> |  |                  |                   |                     |
| 14 JAN      | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC130121-193086854 |                  | 3,525.00          | 249,274.51          |
| 14 JAN      | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC130121-193086855 |                  | 3,525.00          | 252,799.51          |
| 15 JAN      | <b>ACCOUNT SERVICING FEE</b>                               | 12.00            |                   | 252,787.51          |
|             | <b>TOTALS AT END OF PAGE</b>                               | <b>\$12.00</b>   | <b>\$7,750.00</b> |                     |
|             | <b>TOTALS AT END OF PERIOD</b>                             | <b>\$12.00</b>   | <b>\$7,750.00</b> | <b>\$252,787.51</b> |

### This Statement Includes

|                  |         |
|------------------|---------|
| ANZ bank charges | \$12.00 |
|------------------|---------|

### Fee Summary

Fees Charged for period: 18 DEC 2020 to 15 JAN 2021

#### Summary of ANZ Transaction Fees

|  | Transactions |                 | Fee Per Transaction (\$) | Total Charge (\$) |
|--|--------------|-----------------|--------------------------|-------------------|
|  | Total        | Free Additional |                          |                   |
| <b>SERVICE FEES</b>                    |              |                 |                          |                   |
| ACCOUNT SERVICE FEE                    |              |                 |                          | 12.00             |
| <b>Total Account Service Fees</b>      |              |                 |                          | <b>\$12.00</b>    |
| <b>Total Bank Account Fees Charged</b> |              |                 |                          | <b>\$12.00</b>    |

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

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# BUSINESS CLASSIC STATEMENT

Account Number 4396-00467

## Transaction Details

Please retain this statement for taxation purposes

| Date          | Transaction Details  | Withdrawals (\$) | Deposits (\$)      | Balance (\$)        |
|---------------|--|------------------|--------------------|---------------------|
| <b>2021</b>   |  |                  |                    |                     |
| <b>15 JAN</b> | <b>OPENING BALANCE</b>   |                  |                    | <b>252,787.51</b>   |
| 27 JAN        | <b>PAYMENT FROM MATCH CHETER PARTNERSHIP</b><br>MATCH CHETER PAYMENT |                  | 7,000.00           | 259,787.51          |
| 29 JAN        | <b>TRANSFER</b><br>FROM STEAD DJ DAN STEAD                           |                  | 700.00             | 260,487.51          |
| 09 FEB        | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC080221-106426007           |                  | 2,820.00           | 263,307.51          |
| 09 FEB        | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC080221-106426006           |                  | 2,820.00           | 266,127.51          |
| 17 FEB        | <b>ACCOUNT SERVICING FEE</b>   | 12.00            |                    | 266,115.51          |
|               | <b>TOTALS AT END OF PAGE</b>   | <b>\$12.00</b>   | <b>\$13,340.00</b> |                     |
|               | <b>TOTALS AT END OF PERIOD</b>                                       | <b>\$12.00</b>   | <b>\$13,340.00</b> | <b>\$266,115.51</b> |

## This Statement Includes

|                  |         |
|------------------|---------|
| ANZ bank charges | \$12.00 |
|------------------|---------|

## Fee Summary

Fees Charged for period: 16 JAN 2021 to 17 FEB 2021

### Summary of ANZ Transaction Fees

|  | Transactions |                 | Fee Per Transaction (\$) | Total Charge (\$) |
|--|--------------|-----------------|--------------------------|-------------------|
|  | Total        | Free Additional |                          |                   |
| <b>SERVICE FEES</b>                    |              |                 |                          |                   |
| ACCOUNT SERVICE FEE                    |              |                 |                          | 12.00             |
| <b>Total Account Service Fees</b>      |              |                 |                          | <b>\$12.00</b>    |
| <b>Total Bank Account Fees Charged</b> |              |                 |                          | <b>\$12.00</b>    |

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

## IMPORTANT INFORMATION

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# BUSINESS CLASSIC STATEMENT

Account Number 4396-00467

## Transaction Details

Please retain this statement for taxation purposes

| Date          | Transaction Details                                      | Withdrawals (\$)  | Deposits (\$)     | Balance (\$)        |
|---------------|--|-------------------|-------------------|---------------------|
| <b>2021</b>   |  |                   |                   |                     |
| <b>17 FEB</b> | <b>OPENING BALANCE</b>                                   |                   |                   | <b>266,115.51</b>   |
| 25 FEB        | ANZ INTERNET BANKING BPAY<br>TAX OFFICE PAYMENT {888258} | 2,590.00          |                   | 263,525.51          |
| 01 MAR        | TRANSFER<br>FROM STEAD DJ DAN STEAD                      |                   | 700.00            | 264,225.51          |
| 08 MAR        | TRANSFER<br>FROM SUPERCHOICE P/L PC050321-127400180      |                   | 2,820.00          | 267,045.51          |
| 08 MAR        | TRANSFER<br>FROM SUPERCHOICE P/L PC050321-127400179      |                   | 2,820.00          | 269,865.51          |
| 17 MAR        | ACCOUNT SERVICING FEE                                    | 12.00             |                   | 269,853.51          |
|               | <b>TOTALS AT END OF PAGE</b>                             | <b>\$2,602.00</b> | <b>\$6,340.00</b> |                     |
|               | <b>TOTALS AT END OF PERIOD</b>                           | <b>\$2,602.00</b> | <b>\$6,340.00</b> | <b>\$269,853.51</b> |

## This Statement Includes

|                  |         |
|------------------|---------|
| ANZ bank charges | \$12.00 |
|------------------|---------|

## Fee Summary

Fees Charged for period: 18 FEB 2021 to 17 MAR 2021

| Summary of ANZ Transaction Fees        | Transactions |                 | Fee Per Transaction (\$) | Total Charge (\$) |
|--|--------------|-----------------|--------------------------|-------------------|
|  | Total        | Free Additional |                          |                   |
| <b>SERVICE FEES</b>                    |              |                 |                          |                   |
| ACCOUNT SERVICE FEE                    |              |                 |                          | 12.00             |
| <b>Total Account Service Fees</b>      |              |                 |                          | <b>\$12.00</b>    |
| <b>Total Bank Account Fees Charged</b> |              |                 |                          | <b>\$12.00</b>    |

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

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# BUSINESS CLASSIC STATEMENT

Account Number 4396-00467

## Transaction Details

Please retain this statement for taxation purposes

| Date          | Transaction Details  | Withdrawals (\$) | Deposits (\$)     | Balance (\$)        |
|---------------|--|------------------|-------------------|---------------------|
| <b>2021</b>   |  |                  |                   |                     |
| <b>17 MAR</b> | <b>OPENING BALANCE</b>                                     |                  |                   | <b>269,853.51</b>   |
| 29 MAR        | <b>TRANSFER</b><br>FROM STEAD DJ DAN STEAD                 |                  | 700.00            | 270,553.51          |
| 13 APR        | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC120421-193466670 |                  | 2,820.00          | 273,373.51          |
| 13 APR        | <b>TRANSFER</b><br>FROM SUPERCHOICE P/L PC120421-193466669 |                  | 2,820.00          | 276,193.51          |
| 16 APR        | <b>ACCOUNT SERVICING FEE</b>                               | 12.00            |                   | 276,181.51          |
|               | <b>TOTALS AT END OF PAGE</b>                               | <b>\$12.00</b>   | <b>\$6,340.00</b> |                     |
|               | <b>TOTALS AT END OF PERIOD</b>                             | <b>\$12.00</b>   | <b>\$6,340.00</b> | <b>\$276,181.51</b> |

### This Statement Includes

|                  |         |
|------------------|---------|
| ANZ bank charges | \$12.00 |
|------------------|---------|

### Fee Summary

Fees Charged for period: 18 MAR 2021 to 16 APR 2021

#### Summary of ANZ Transaction Fees

|  | Transactions |                 | Fee Per Transaction (\$) | Total Charge (\$) |
|--|--------------|-----------------|--------------------------|-------------------|
|  | Total        | Free Additional |                          |                   |
| <b>SERVICE FEES</b>                    |              |                 |                          |                   |
| ACCOUNT SERVICE FEE                    |              |                 |                          | 12.00             |
| <b>Total Account Service Fees</b>      |              |                 |                          | <b>\$12.00</b>    |
| <b>Total Bank Account Fees Charged</b> |              |                 |                          | <b>\$12.00</b>    |

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

## IMPORTANT INFORMATION

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# BUSINESS CLASSIC STATEMENT

Account Number 4396-00467

## Transaction Details

Please retain this statement for taxation purposes

| Date          | Transaction Details   | Withdrawals (\$) | Deposits (\$)     | Balance (\$)        |
|---------------|---|------------------|-------------------|---------------------|
| <b>2021</b>   |   |                  |                   |                     |
| <b>16 APR</b> | <b>OPENING BALANCE</b>  |                  |                   | <b>276,181.51</b>   |
| 21 APR        | PAYMENT FROM MATCH CHETER PARTNERSHIP<br>CHETER MATCH JAN TO MARCH 2021 |                  | 7,000.00          | 283,181.51          |
| 28 APR        | TRANSFER<br>FROM STEAD DJ DAN STEAD                                     |                  | 700.00            | 283,881.51          |
| 13 MAY        | ANZ INTERNET BANKING PAYMENT 135853<br>TO ASCENDIA ACCOUNTANTS          | 231.00           |                   | 283,650.51          |
| 13 MAY        | ANZ INTERNET BANKING BPAY<br>ASIC {132990}                              | 273.00           |                   | 283,377.51          |
| 17 MAY        | ACCOUNT SERVICING FEE   | 12.00            |                   | 283,365.51          |
|               | <b>TOTALS AT END OF PAGE</b>  | <b>\$516.00</b>  | <b>\$7,700.00</b> |                     |
|               | <b>TOTALS AT END OF PERIOD</b>  | <b>\$516.00</b>  | <b>\$7,700.00</b> | <b>\$283,365.51</b> |

### This Statement Includes

|                  |         |
|------------------|---------|
| ANZ bank charges | \$12.00 |
|------------------|---------|

Fees Charged for period: 17 APR 2021 to 17 MAY 2021

#### Summary of ANZ Transaction Fees

|  | Transactions |                 | Fee Per<br>Transaction<br>(\$) | Total<br>Charge<br>(\$) |
|--|--------------|-----------------|--------------------------------|-------------------------|
|  | Total        | Free Additional |                                |                         |
| <b>SERVICE FEES</b>                    |              |                 |                                |                         |
| ACCOUNT SERVICE FEE                    |              |                 |                                | 12.00                   |
| <b>Total Account Service Fees</b>      |              |                 |                                | <b>\$12.00</b>          |
| <b>Total Bank Account Fees Charged</b> |              |                 |                                | <b>\$12.00</b>          |

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

#### No transaction fees\* for ANZ cardholders across the new atmX by Armaguard network

As an ANZ cardholder you can withdraw cash or make a balance enquiry, with no transaction fee\* at any atmX by Armaguard.

\*Terms and conditions apply.

Visit [www.anz.com.au/ways-to-bank/atms](http://www.anz.com.au/ways-to-bank/atms) for further detail and terms and conditions.

# BUSINESS CLASSIC STATEMENT

Account Number 4396-00467

## Transaction Details

Please retain this statement for taxation purposes

| Date                           | Transaction Details   | Withdrawals (\$)  | Deposits (\$)   | Balance (\$)        |
|--------------------------------|---|-------------------|-----------------|---------------------|
| <b>2021</b>                    |   |                   |                 |                     |
| 17 MAY                         | <b>OPENING BALANCE</b>  |                   |                 | <b>283,365.51</b>   |
| 28 MAY                         | <b>TRANSFER</b><br>FROM STEAD DJ DAN STEAD                      |                   | 700.00          | 284,065.51          |
| 10 JUN                         | <b>ANZ INTERNET BANKING BPAY</b><br>TAX OFFICE PAYMENT (954159) | 2,590.00          |                 | 281,475.51          |
| 17 JUN                         | <b>ACCOUNT SERVICING FEE</b>                                    | 12.00             |                 | 281,463.51          |
| <b>TOTALS AT END OF PAGE</b>   |   | <b>\$2,602.00</b> | <b>\$700.00</b> |                     |
| <b>TOTALS AT END OF PERIOD</b> |   | <b>\$2,602.00</b> | <b>\$700.00</b> | <b>\$281,463.51</b> |

## This Statement Includes

|                  |         |
|------------------|---------|
| ANZ bank charges | \$12.00 |
|------------------|---------|

## Fee Summary

Fees Charged for period: 18 MAY 2021 to 17 JUN 2021

### Summary of ANZ Transaction Fees

|  | Transactions |                 | Fee Per Transaction (\$) | Total Charge (\$) |
|--|--------------|-----------------|--------------------------|-------------------|
|  | Total        | Free Additional |                          |                   |
| <b>SERVICE FEES</b>                    |              |                 |                          |                   |
| ACCOUNT SERVICE FEE                    |              |                 |                          | 12.00             |
| <b>Total Account Service Fees</b>      |              |                 |                          | <b>\$12.00</b>    |
| <b>Total Bank Account Fees Charged</b> |              |                 |                          | <b>\$12.00</b>    |

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

### No transaction fees\* for ANZ cardholders across the new atm by Armaguard network

As an ANZ cardholder you can withdraw cash or make a balance enquiry, with no transaction fee\* at any atm by Armaguard ATM.

\*Terms and conditions apply.

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# BUSINESS CLASSIC STATEMENT

Account Number 4396-00467

## Transaction Details

Please retain this statement for taxation purposes

| Date          | Transaction Details  | Withdrawals (\$)  | Deposits (\$)     | Balance (\$)        |
|---------------|--|-------------------|-------------------|---------------------|
| <b>2021</b>   |  |                   |                   |                     |
| <b>17 JUN</b> | <b>OPENING BALANCE</b>   |                   |                   | <b>281,463.51</b>   |
| 18 JUN        | ANZ INTERNET BANKING PAYMENT 120833<br>TO ASCENDIA ACCOUNTANTS | 2,673.00          |                   | 278,790.51          |
| 23 JUN        | TRANSFER<br>FROM ATO ATO005000014578116                        |                   | 702.00            | 279,492.51          |
| 28 JUN        | TRANSFER<br>FROM STEAD DJ DAN STEAD                            |                   | 700.00            | 280,192.51          |
| 16 JUL        | ACCOUNT SERVICING FEE  | 12.00             |                   | 280,180.51          |
|               | <b>TOTALS AT END OF PAGE</b>                                   | <b>\$2,685.00</b> | <b>\$1,402.00</b> |                     |
|               | <b>TOTALS AT END OF PERIOD</b>                                 | <b>\$2,685.00</b> | <b>\$1,402.00</b> | <b>\$280,180.51</b> |

## This Statement Includes

|                  |         |
|------------------|---------|
| ANZ bank charges | \$12.00 |
|------------------|---------|

## Yearly Summary

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

| Fees Charged         |                 |
|----------------------|-----------------|
| ANZ bank account fee | 144.00          |
| <b>Total</b>         | <b>\$144.00</b> |

## Fee Summary

Fees Charged for period: 18 JUN 2021 to 16 JUL 2021

| Summary of ANZ Transaction Fees        | Transactions |                 | Fee Per<br>Transaction<br>(\$) | Total<br>Charge<br>(\$) |
|--|--------------|-----------------|--------------------------------|-------------------------|
|  | Total        | Free Additional |                                |                         |
| <b>SERVICE FEES</b>                    |              |                 |                                |                         |
| ACCOUNT SERVICE FEE                    |              |                 |                                | 12.00                   |
| <b>Total Account Service Fees</b>      |              |                 |                                | <b>\$12.00</b>          |
| <b>Total Bank Account Fees Charged</b> |              |                 |                                | <b>\$12.00</b>          |

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



# Partnership tax return 2021

01/07/2020 to 30/06/2021

|  |  |                           |                            |
|--|--|---------------------------|----------------------------|
| <b>Tax file number</b><br>See the Privacy note in the Taxpayer's declaration | 492 641 195                                | <b>Other attachments?</b> | <input type="checkbox"/> N |
| <b>Name of partnership</b><br><b>ABN</b>                                     | Match Cheter Partnership<br>30 410 138 934 |                           |                            |
| <b>Current postal address</b>  | 31 Cabrera Crescent<br>BEERWAH             | QLD                       | 4519                       |
| <b>Postal address on previous tax return</b>                                 | PO Box 521<br>Noosa Heads                  | QLD                       | 4567                       |
| <b>Full name of the partner to whom notices</b>                              | Cheter Investments Pty Ltd                 |                           |                            |
|  |  | <b>Final tax return</b>   | <input type="checkbox"/> N |

**Income excluding foreign income**

**9 Rent**

|                          |                                       |       |
|--------------------------|---------------------------------------|-------|
| Gross rent               | <input checked="" type="checkbox"/> F | 41600 |
| Capital works deductions | <input checked="" type="checkbox"/> X | 6323  |
| Other rental deductions  | <input checked="" type="checkbox"/> H | 11110 |

Net rent  /

**15 Total of items 5 to 14**  /

**20 Net Australian income or loss** Subtract item 19 from item 15  \$  /   
- other than capital gains

**Foreign Income**

**22 Attributed foreign income**

Did you have overseas branch operations or a direct or indirect interest in a foreign trust, foreign company, controlled foreign entity or transferor trust?  S  N

**24 Total of items 20 to 23** Total net income or loss  /

**Overseas transactions / thin capitalisation**

**29 Overseas transactions**

Was the aggregate amount of your transactions or dealings with international related parties (including the value of any property/service transferred or the balance of any loans) greater than \$2 million?  W  N

Did the thin capitalisation provisions affect you?  O  N

**Transactions with specified countries**

Did you directly or indirectly send to, or receive from, one of the countries specified in the instructions, any funds or property; or  C  N  
Do you have the ability or expectation to control, whether directly or indirectly, the disposition of any funds, property, assets or investments located in, or located elsewhere but controlled or managed from one of those countries?

**30 Personal services income**

Does your income include an individual's PSI?  N  N

**Key financial information**

|                                   |                                       |        |
|-----------------------------------|---------------------------------------|--------|
| <b>33 All current assets</b>      | <input checked="" type="checkbox"/> F | 6671   |
| <b>34 Total assets</b>            | <input checked="" type="checkbox"/> G | 872512 |
| <b>35 All current liabilities</b> | <input checked="" type="checkbox"/> I | 2279   |
| <b>36 Total liabilities</b>       | <input checked="" type="checkbox"/> J | 2279   |

**52 Income tests**

Net financial investment income or loss  G   
Net rental property income or loss  H  /

**53 Statement of distribution of net Australian income or loss as shown at Item 20**

|  |                               |                         |       |
|--|-------------------------------|-------------------------|-------|
| <b>Partner name</b>                                      | The Match Superannuation Fund |                         |       |
| <b>Residential addr (ind) or Business addr (non-ind)</b> | 19 Monserrat Court            |                         |       |
|  | REEDY CREEK                   | QLD                     | 4227  |
| TFN  | 929 935 426                   | Distribution percentage | 30.00 |
| ABN  | 63 272 097 635                |                         |       |

|                                |           |      |                            |          |      |
|--------------------------------|-----------|------|----------------------------|----------|------|
| PP - share of income           | <b>A</b>  |      | Credit for tax             | <b>F</b> |      |
| PP - NCMI                      | <b>A1</b> |      | - FRW (excl. CGT)          |          |      |
| PP - Excluded from NCMI        | <b>A2</b> |      | Aust franking credits      | <b>G</b> |      |
| NPP - share of income          | <b>B</b>  | 7250 | from a NZ franking company | <b>H</b> |      |
| NPP - NCMI                     | <b>B1</b> |      | Share of net small         |          |      |
| NPP - Excluded from NCMI       | <b>B2</b> |      | business income            | <b>I</b> |      |
| Credit for tax                 | <b>C</b>  |      | National rent afford.      |          |      |
| withheld where ABN not quoted  |           |      | scheme tax offset          | <b>J</b> |      |
| Franked distributions          | <b>L</b>  |      | Share of net financial     |          |      |
| Franking credits               | <b>D</b>  |      | investment income or loss  | <b>K</b> | 7250 |
| TFN amounts withheld           | <b>E</b>  |      | Share of net rental        |          |      |
| Share of credit for TFN        | <b>O</b>  |      | property income or loss    | <b>M</b> |      |
| amounts withheld from payments |           |      | Share of exploration       |          |      |
| from closely held trusts       |           |      | credits                    |          |      |
| ESVCLP tax offset              |           |      | ESIC tax offset            |          |      |
| Credit for FRWCG               |           |      |                            |          |      |

|  |                         |                         |       |
|--|-------------------------|-------------------------|-------|
| <b>Partner name</b>                                      | Leggett Retirement Fund |                         |       |
| <b>Residential addr (ind) or Business addr (non-ind)</b> | 31 Cabrera Crescent     |                         |       |
|  | BEEWAH                  | QLD                     | 4519  |
| TFN  | 918 207 485             | Distribution percentage | 70.00 |
| ABN  | 13 352 829 678          |                         |       |

|                                |           |       |                            |          |       |
|--------------------------------|-----------|-------|----------------------------|----------|-------|
| PP - share of income           | <b>A</b>  |       | Credit for tax             | <b>F</b> |       |
| PP - NCMI                      | <b>A1</b> |       | - FRW (excl. CGT)          |          |       |
| PP - Excluded from NCMI        | <b>A2</b> |       | Aust franking credits      | <b>G</b> |       |
| NPP - share of income          | <b>B</b>  | 16917 | from a NZ franking company | <b>H</b> |       |
| NPP - NCMI                     | <b>B1</b> |       | Share of net small         |          |       |
| NPP - Excluded from NCMI       | <b>B2</b> |       | business income            | <b>I</b> |       |
| Credit for tax                 | <b>C</b>  |       | National rent afford.      |          |       |
| withheld where ABN not quoted  |           |       | scheme tax offset          | <b>J</b> |       |
| Franked distributions          | <b>L</b>  |       | Share of net financial     |          |       |
| Franking credits               | <b>D</b>  |       | investment income or loss  | <b>K</b> | 16917 |
| TFN amounts withheld           | <b>E</b>  |       | Share of net rental        |          |       |
| Share of credit for TFN        | <b>O</b>  |       | property income or loss    | <b>M</b> |       |
| amounts withheld from payments |           |       | Share of exploration       |          |       |
| from closely held trusts       |           |       | credits                    |          |       |
| ESVCLP tax offset              |           |       | ESIC tax offset            |          |       |
| Credit for FRWCG               |           |       |                            |          |       |

**Totals**

|                                |           |                      |                            |          |                      |
|--------------------------------|-----------|----------------------|----------------------------|----------|----------------------|
| PP - share of income           | <b>A</b>  | <input type="text"/> | Credit for tax             | <b>F</b> | <input type="text"/> |
| PP - NCMI                      | <b>A1</b> | <input type="text"/> | - FRW (excl. CGT)          |          |                      |
| PP - Excluded from NCMI        | <b>A2</b> | <input type="text"/> | Aust franking credits      | <b>G</b> | <input type="text"/> |
| NPP - share of income          | <b>B</b>  | 24167                | from a NZ franking company |          |                      |
| NPP - NCMI                     | <b>B1</b> | <input type="text"/> | Share of net small         | <b>H</b> | <input type="text"/> |
| NPP - Excluded from NCMI       | <b>B2</b> | <input type="text"/> | business income            |          |                      |
| Credit for tax                 | <b>C</b>  | <input type="text"/> | National rent afford.      | <b>I</b> | <input type="text"/> |
| withheld where ABN not quoted  |           |                      | scheme tax offset          |          |                      |
| Franked distributions          | <b>L</b>  | <input type="text"/> | Share of net financial     | <b>J</b> | <input type="text"/> |
| Franking credits               | <b>D</b>  | <input type="text"/> | investment income or loss  |          |                      |
| TFN amounts withheld           | <b>E</b>  | <input type="text"/> | Share of net rental        | <b>K</b> | 24167                |
| Share of credit for TFN        | <b>O</b>  | <input type="text"/> | property income or loss    |          |                      |
| amounts withheld from payments |           |                      | Share of exploration       | <b>M</b> | <input type="text"/> |
| from closely held trusts       |           |                      | credits                    |          |                      |
| ESVCLP tax offset              |           | <input type="text"/> | ESIC tax offset            |          | <input type="text"/> |
| Credit for FRWCG               |           | <input type="text"/> |                            |          |                      |

**TAX PAYER'S DECLARATION**

**Important**

Before making this declaration check to ensure that all income has been disclosed and the tax return, all attached schedules and any additional documents are true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the ATO. The income tax law imposes heavy penalties for false or misleading statements in tax returns.

**This declaration must be signed by a partner.**

**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 in our records. It is not an offence not to provide the TFNs. However, if the TFNs are not provided, it could increase the chance of delay or error in each partner's assessment.

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](http://ato.gov.au/privacy)

**DECLARATION:**

I declare that the information on this tax return, all attached schedules and any additional documents is true and correct.

Signature  Date

Hours taken to prepare and complete this return

**Tax agent's declaration:** We, Herron Accountants,

declare that this tax return has been prepared in accordance with information supplied by the taxpayer, that the taxpayer has given us a declaration stating that the information provided to us is true and correct and that the taxpayer has authorised us to lodge the tax return.

Agent's signature  Date

Agent's telephone  Client's reference   
 Contact name  Agent's reference no

**NOTE: THIS PRINT-OUT IS NOT TO BE LODGED WITH THE ATO.**

**Address of property**

|                     |                    |     |      |
|---------------------|--------------------|-----|------|
|                     | Unit 3             |     |      |
|                     | 95 Riverside Place |     |      |
| Suburb/State/P'code | MORNINGSIDE        | QLD | 4170 |

|   |            |    |            |
|---|------------|----|------------|
| Date property first earned rental income      |            |    | 13/11/2017 |
| Rented from                                   | 01/07/2020 | to | 30/06/2021 |
| Number of weeks property was rented this year |            |    | 52         |

| Acquisition and disposal details | Date       | Amount |
|----------------------------------|------------|--------|
| Acquired                         | 13/11/2017 |        |
| Ownership %                      |            |        |

|  |    |
|--|----|
| Number of weeks property available for rent this year      | 52 |
| What is the entity's % ownership of the property           |    |
| Has the loan for the property been renegotiated this year? | N  |

**Income**

**(If registered for GST and GST was payable on your rental income, do not include it here.)**

|                |       |          |       |
|----------------|-------|----------|-------|
| Rents received | 41600 | <b>A</b> | 41600 |
|----------------|-------|----------|-------|

|             |       |          |       |
|-------------|-------|----------|-------|
| Gross rent: | 41600 | <b>C</b> | 41600 |
|-------------|-------|----------|-------|

**Expenses**

**(If registered for GST do not claim Input credits here. If NOT registered for GST or income is for residential premises, include any GST in the expenses you claim.)**

|  |      |          | Net  |
|--|------|----------|------|
| Body corporate fees                                      | 2979 | <b>E</b> | 2979 |
| Council rates  | 3630 | <b>H</b> | 3630 |
| Depreciation on plant                                    | 2231 | <b>I</b> | 2231 |
| Capital works deductions<br>(special building write off) | 6323 | <b>R</b> | 6323 |
| Sundry rental expenses                                   | 2270 | <b>V</b> | 2270 |

|   |       |          |       |
|---|-------|----------|-------|
| Total expenses: Add expenses amounts (D to V) | 17433 | <b>W</b> | 17433 |
|---|-------|----------|-------|

|                              |  |          |       |
|------------------------------|--|----------|-------|
| Net rent: Take W away from C |  | <b>X</b> | 24167 |
|------------------------------|--|----------|-------|



MRS CHERYL A LEGGETT  
C/- CABRERA PARTNERS  
PO BOX 1084  
NORTH LAKES QLD 4509

**Our reference:** 7116133005932  
**Phone:** 13 10 20  
**Website:** [ato.gov.au/division293](http://ato.gov.au/division293)  
**TFN:** 487 135 364  
19 June 2020

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

Dear CHERYL

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

### Why does the additional tax apply to you

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

### How much additional tax do you need to pay

Your additional tax for this notice is:

|                                       |                     |
|---------------------------------------|---------------------|
| Taxable super contributions           | \$16,176.00         |
| <b>Additional tax due and payable</b> | <b>\$2,426.40</b>   |
| <b>Due date for payment</b>           | <b>13 July 2020</b> |

Your Payment Reference Number for this amount is: 5510 0487 1353 6416 11

### What you need to do now

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

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

#### HOW TO PAY

Your payment reference number (PRN) is: 551004871353641611

##### BPAY®



**Bill code:** 75556  
**Ref:** 551004871353641611

##### Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or credit card account.  
More info: [www.bpay.com.au](http://www.bpay.com.au)

##### CREDIT OR DEBIT CARD

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

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

A card payment fee applies.

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

##### RELEASE MONEY FROM SUPER

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

## Division 293 tax notice of assessment

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

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

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

|  |                          |                    |     |
|--|--------------------------|--------------------|-----|
| Division 293 income (see below)              |                          | \$241,438.00       | (a) |
| Division 293 super contributions (see below) |                          | \$24,738.00        | (b) |
| Combined income and super contributions      | (a) + (b)                | \$266,176.00       | (c) |
| Less the Division 293 threshold              |                          | \$250,000.00       | (d) |
| Amount above the threshold                   | (c) - (d)                | \$16,176.00        | (e) |
| <b>Taxable super contributions</b>           | the lesser of (b) or (e) | <b>\$16,176.00</b> | (f) |
| <b>ADDITIONAL TAX</b>                        | (f) x 15%                | <b>\$2,426.40</b>  |     |

Yours sincerely

**Melinda Smith**

Deputy Commissioner of Taxation

### (a) Division 293 income

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

|                |   |                                  |   |                      |   |                            |
|----------------|---|----------------------------------|---|----------------------|---|----------------------------|
| Taxable income | + | Reportable fringe benefit amount | + | Rental property loss | = | <b>DIVISION 293 INCOME</b> |
| \$200,575      |   | \$40,543                         |   | \$320                |   | \$241,438                  |

### (b) Division 293 super contributions

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

#### Your concessional contributions

|   |                        |                    |
|---|------------------------|--------------------|
| LEGGETT RETIREMENT FUND<br>SMSF115852498096 | Employer contributions | \$24,738.00        |
| <b>DIVISION 293 SUPER CONTRIBUTIONS</b>     |                        | <b>\$24,738.00</b> |

### Avoid interest charges

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

### Releasing money from super

To release money from any of your existing super balances you can access our ATO online services through myGov and complete the Division 293 election form before 18 August 2020.

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

If you are not already registered with myGov visit our website at [ato.gov.au/online-services](https://ato.gov.au/online-services) to register.

You can also download the form via our website [ato.gov.au/div293electionform](https://ato.gov.au/div293-election-form), or order the form via our website [ato.gov.au/onlineordering](https://ato.gov.au/online-ordering), and send it to us.

### View your online statement of account

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

If you are not already registered with myGov visit our website at [ato.gov.au/online-services](https://ato.gov.au/online-services) to register.

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

### If you disagree

If you disagree with:

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

### Find out more

For more information about Division 293 tax:

- › visit [ato.gov.au/division293](https://ato.gov.au/division293)
- › phone us on **13 10 20** between 8:00am and 6:00pm, Monday to Friday.

Visit our website at [ato.gov.au/contactus](https://ato.gov.au/contact-us) for more contact options.





MR PETER D LEGGETT  
C/- CABRERA PARTNERS  
PO BOX 1084  
NORTH LAKES QLD 4509

**Our reference:** 7116132925760  
**Phone:** 13 10 20  
**Website:** [ato.gov.au/division293](http://ato.gov.au/division293)  
**TFN:** 486 519 813  
19 June 2020

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

Dear PETER

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

### Why does the additional tax apply to you

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

### How much additional tax do you need to pay

Your additional tax for this notice is:

|                                       |                     |
|---------------------------------------|---------------------|
| Taxable super contributions           | \$2,234.00          |
| <b>Additional tax due and payable</b> | <b>\$335.10</b>     |
| <b>Due date for payment</b>           | <b>13 July 2020</b> |

Your Payment Reference Number for this amount is: 5510 0486 5198 1378 11

### What you need to do now

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

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

#### HOW TO PAY

Your payment reference number (PRN) is: 551004865198137811

##### BPAY®



**Bill code:** 75556  
**Ref:** 551004865198137811

##### Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or credit card account.  
More info: [www.bpay.com.au](http://www.bpay.com.au)

##### CREDIT OR DEBIT CARD

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

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

A card payment fee applies.

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

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## Division 293 tax notice of assessment

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

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

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

|  |                          |                   |     |
|--|--------------------------|-------------------|-----|
| Division 293 income (see below)              |                          | \$227,496.00      | (a) |
| Division 293 super contributions (see below) |                          | \$24,738.00       | (b) |
| Combined income and super contributions      | (a) + (b)                | \$252,234.00      | (c) |
| Less the Division 293 threshold              |                          | \$250,000.00      | (d) |
| Amount above the threshold                   | (c) - (d)                | \$2,234.00        | (e) |
| <b>Taxable super contributions</b>           | the lesser of (b) or (e) | <b>\$2,234.00</b> | (f) |
| <b>ADDITIONAL TAX</b>                        | (f) x 15%                | <b>\$335.10</b>   |     |

Yours sincerely

**Melinda Smith**

Deputy Commissioner of Taxation

### (a) Division 293 income

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

|                |   |                                  |   |                      |   |                            |
|----------------|---|----------------------------------|---|----------------------|---|----------------------------|
| Taxable income | + | Reportable fringe benefit amount | + | Rental property loss | = | <b>DIVISION 293 INCOME</b> |
| \$209,380      |   | \$17,800                         |   | \$316                |   | \$227,496                  |

### (b) Division 293 super contributions

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

#### Your concessional contributions

|   |                        |                    |
|---|------------------------|--------------------|
| LEGGETT RETIREMENT FUND<br>SMSF115852498103 | Employer contributions | \$24,738.00        |
| <b>DIVISION 293 SUPER CONTRIBUTIONS</b>     |                        | <b>\$24,738.00</b> |

### Avoid interest charges

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

### Releasing money from super

To release money from any of your existing super balances you can access our ATO online services through myGov and complete the Division 293 election form before 18 August 2020.

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

If you are not already registered with myGov visit our website at [ato.gov.au/online-services](https://ato.gov.au/online-services) to register.

You can also download the form via our website [ato.gov.au/div293electionform](https://ato.gov.au/div293-election-form), or order the form via our website [ato.gov.au/onlineordering](https://ato.gov.au/online-ordering), and send it to us.

### View your online statement of account

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

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

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- › the income we have used, you will need to review your income tax return.
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- › visit [ato.gov.au/division293](https://ato.gov.au/division293)
- › phone us on **13 10 20** between 8:00am and 6:00pm, Monday to Friday.

Visit our website at [ato.gov.au/contactus](https://ato.gov.au/contact-us) for more contact options.

**ASIC**

Australian Securities &amp; Investments Commission

**Forms Manager**

Registered Agents

Company: CHETER INVESTMENTS PTY LTD ACN 145 263 485

**Company details**

Date company registered 16-07-2010  
 Company next review date 16-07-2022  
 Company type Australian Proprietary Company  
 Company status Registered  
 Home unit company No  
 Superannuation trustee company Yes  
 Non profit company No

**Registered office**

ASCENDIA ACCOUNTANTS, UNIT 4 , 14 BURKE CRESCENT , NORTH LAKES QLD 4509

**Principal place of business**

31 CABRERA CRESCENT , BEERWAH QLD 4519

**Officeholders**

LEGGETT, PETER DAVID

Born 16-03-1962 at BRISBANE QLD

31 CABRERA CRESCENT , BEERWAH QLD 4519

Office(s) held: Director, appointed 16-07-2010

LEGGETT, CHERYL ANN

Born 14-02-1964 at CHARLEVILLE QLD

31 CABRERA CRESCENT , BEERWAH QLD 4519

Office(s) held: Director, appointed 16-07-2010  
Secretary, appointed 16-07-2010**Company share structure**

| Share class | Share description | Number issued | Total amount paid | Total amount unpaid |
|-------------|-------------------|---------------|-------------------|---------------------|
| ORD         | ORDINARY SHARES   | 2             | 2.00              | 0.00                |

**Members**

LEGGETT , CHERYL ANN 31 CABRERA CRESCENT , BEERWAH QLD 4519

| Share class | Total number held | Fully paid | Beneficially held |
|-------------|-------------------|------------|-------------------|
| ORD         | 1                 | Yes        | Yes               |

LEGGETT , PETER DAVID 31 CABRERA CRESCENT , BEERWAH QLD 4519

| Share class | Total number held | Fully paid | Beneficially held |
|-------------|-------------------|------------|-------------------|
| ORD         | 1                 | Yes        | Yes               |

**Document history**

These are the documents most recently received by ASIC from this organisation.

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# The Leggett Retirement Fund

## Tax Reconciliation Report

For the year ended 30 June 2021

| Tax Return Label                                | Date       | Account Code         | Account Name  | Amount<br>\$     |
|---|------------|----------------------|---|------------------|
| <b>C - Income - Gross interest</b>              |            |                      |   |                  |
|   | 13/10/2020 | 25000/00076          | Loan - Aussea Resources Pty Ltd                                       | 3,000.00         |
|   | 30/06/2021 | 25000/00075          | Loan - D Stead  | 3,406.26         |
|   | 30/06/2021 | 25000/00074          | Loan - Theta International Pty Ltd                                    | 3,000.00         |
| <b>Sub-Total</b>                                |            |                      |   | <b>9,406.26</b>  |
| <b>Ignore Cents</b>                             |            |                      |   | <b>0.26</b>      |
| <b>Total</b>                                    |            |                      |   | <b>9,406.00</b>  |
| <b>I - Gross distribution from partnerships</b> |            |                      |   |                  |
|   | 30/06/2021 | 27000/MATCH2myq5DFkw | MATCH CHETER PARTNERSHIP  | 16,917.00        |
| <b>Sub-Total</b>                                |            |                      |   | <b>16,917.00</b> |
| <b>Ignore Cents</b>                             |            |                      |   | <b>0.00</b>      |
| <b>Total</b>                                    |            |                      |   | <b>16,917.00</b> |
| <b>R1 - Assessable employer contributions</b>   |            |                      |   |                  |
|   | 01/07/2020 | 24200/LEGCHE00001A   | (Contributions) Leggett, Cheryl Ann - Accumulation (Accumulation)     | 1,860.57         |
|   | 01/07/2020 | 24200/LEGPET00001A   | (Contributions) Leggett, Peter David - Accumulation (Accumulation...) | 1,860.57         |
|   | 12/08/2020 | 24200/LEGCHE00001A   | (Contributions) Leggett, Cheryl Ann - Accumulation (Accumulation)     | 3,355.38         |
|   | 12/08/2020 | 24200/LEGPET00001A   | (Contributions) Leggett, Peter David - Accumulation (Accumulation...) | 3,355.38         |
|   | 09/09/2020 | 24200/LEGCHE00001A   | (Contributions) Leggett, Cheryl Ann - Accumulation (Accumulation)     | 2,820.00         |
|   | 09/09/2020 | 24200/LEGPET00001A   | (Contributions) Leggett, Peter David - Accumulation (Accumulation...) | 2,820.00         |
|   | 19/10/2020 | 24200/LEGCHE00001A   | (Contributions) Leggett, Cheryl Ann - Accumulation (Accumulation)     | 2,820.00         |
|   | 19/10/2020 | 24200/LEGPET00001A   | (Contributions) Leggett, Peter David - Accumulation (Accumulation...) | 2,820.00         |
|   | 09/11/2020 | 24200/LEGCHE00001A   | (Contributions) Leggett, Cheryl Ann - Accumulation (Accumulation)     | 3,525.00         |
|   | 09/11/2020 | 24200/LEGPET00001A   | (Contributions) Leggett, Peter David - Accumulation (Accumulation...) | 4,230.00         |
|   | 08/12/2020 | 24200/LEGCHE00001A   | (Contributions) Leggett, Cheryl Ann - Accumulation (Accumulation)     | 2,820.00         |
|   | 08/12/2020 | 24200/LEGPET00001A   | (Contributions) Leggett, Peter David - Accumulation (Accumulation...) | 2,820.00         |
|   | 14/01/2021 | 24200/LEGCHE00001A   | (Contributions) Leggett, Cheryl Ann - Accumulation (Accumulation)     | 3,525.00         |
|   | 14/01/2021 | 24200/LEGPET00001A   | (Contributions) Leggett, Peter David - Accumulation (Accumulation...) | 3,525.00         |
|   | 09/02/2021 | 24200/LEGCHE00001A   | (Contributions) Leggett, Cheryl Ann - Accumulation (Accumulation)     | 2,820.00         |
|   | 09/02/2021 | 24200/LEGPET00001A   | (Contributions) Leggett, Peter David - Accumulation (Accumulation...) | 2,820.00         |
|   | 08/03/2021 | 24200/LEGCHE00001A   | (Contributions) Leggett, Cheryl Ann - Accumulation (Accumulation)     | 2,820.00         |
|   | 08/03/2021 | 24200/LEGPET00001A   | (Contributions) Leggett, Peter David - Accumulation (Accumulation...) | 2,820.00         |
|   | 13/04/2021 | 24200/LEGCHE00001A   | (Contributions) Leggett, Cheryl Ann - Accumulation (Accumulation)     | 2,820.00         |
|   | 13/04/2021 | 24200/LEGPET00001A   | (Contributions) Leggett, Peter David - Accumulation (Accumulation...) | 2,820.00         |

# The Leggett Retirement Fund

## Tax Reconciliation Report

For the year ended 30 June 2021

| Tax Return Label   | Date       | Account Code | Account Name     | Amount<br>\$     |
|--|------------|--------------|------------------|------------------|
| <b>R1 - Assessable employer contributions</b>                    |            |              |                  |                  |
| <b>Sub-Total</b>   |            |              |                  | <b>59,076.90</b> |
| <b>Ignore Cents</b>  |            |              |                  | <b>0.90</b>      |
| <b>Total</b>   |            |              |                  | <b>59,076.00</b> |
| <b>R - Assessable contributions (R1 plus R2 plus R3 less R6)</b> |            |              |                  |                  |
| Assessable employer contributions                                |            |              |                  | 59,076.90        |
| <b>Sub-Total</b>   |            |              |                  | <b>59,076.90</b> |
| <b>Ignore Cents</b>  |            |              |                  | <b>0.90</b>      |
| <b>Total</b>   |            |              |                  | <b>59,076.00</b> |
| <b>W - GROSS INCOME (Sum of labels A to U)</b>                   |            |              |                  |                  |
|  |            |              |                  | 85,399.00        |
| <b>Sub-Total</b>   |            |              |                  | <b>85,399.00</b> |
| <b>Ignore Cents</b>  |            |              |                  | <b>0.00</b>      |
| <b>Total</b>   |            |              |                  | <b>85,399.00</b> |
| <b>V - TOTAL ASSESSABLE INCOME (W less Y)</b>                    |            |              |                  |                  |
|  |            |              |                  | 85,399.00        |
| <b>Sub-Total</b>   |            |              |                  | <b>85,399.00</b> |
| <b>Ignore Cents</b>  |            |              |                  | <b>0.00</b>      |
| <b>Total</b>   |            |              |                  | <b>85,399.00</b> |
| <b>J1 - Expenses - Management and administration expenses</b>    |            |              |                  |                  |
|  | 17/07/2020 | 31500        | Bank Charges     | 12.00            |
|  | 23/07/2020 | 30800        | ASIC Fees        | 55.00            |
|  | 23/07/2020 | 30100        | Accountancy Fees | 231.00           |
|  | 17/08/2020 | 31500        | Bank Charges     | 12.00            |
|  | 17/09/2020 | 31500        | Bank Charges     | 12.00            |
|  | 19/10/2020 | 31500        | Bank Charges     | 12.00            |
|  | 17/11/2020 | 31500        | Bank Charges     | 12.00            |
|  | 17/12/2020 | 31500        | Bank Charges     | 12.00            |
|  | 15/01/2021 | 31500        | Bank Charges     | 12.00            |
|  | 17/02/2021 | 31500        | Bank Charges     | 12.00            |
|  | 17/03/2021 | 31500        | Bank Charges     | 12.00            |
|  | 16/04/2021 | 31500        | Bank Charges     | 12.00            |
|  | 13/05/2021 | 30100        | Accountancy Fees | 231.00           |
|  | 13/05/2021 | 30100        | Accountancy Fees | 273.00           |
|  | 17/05/2021 | 31500        | Bank Charges     | 12.00            |
|  | 17/06/2021 | 31500        | Bank Charges     | 12.00            |
|  | 18/06/2021 | 30100        | Accountancy Fees | 2,673.00         |
| <b>Sub-Total</b>   |            |              |                  | <b>3,607.00</b>  |
| <b>Ignore Cents</b>  |            |              |                  | <b>0.00</b>      |
| <b>Total</b>   |            |              |                  | <b>3,607.00</b>  |
| <b>N - TOTAL DEDUCTIONS</b>                                      |            |              |                  |                  |
|  |            |              |                  | 3,607.00         |

The Leggett Retirement Fund  
**Tax Reconciliation Report**

For the year ended 30 June 2021

| Tax Return Label                  | Date | Account Code | Account Name | Amount<br>\$ |
|-----------------------------------|------|--------------|--------------|--------------|
| <b>N - TOTAL DEDUCTIONS</b>       |      |              |              |              |
| Sub-Total                         |      |              |              | 3,607.00     |
| Ignore Cents                      |      |              |              | 0.00         |
| Total                             |      |              |              | 3,607.00     |
| <b>O - TAXABLE INCOME OR LOSS</b> |      |              |              |              |
| Sub-Total                         |      |              |              | 81,792.00    |
| Ignore Cents                      |      |              |              | 0.00         |
| Total                             |      |              |              | 81,792.00    |
| <b>Z - TOTAL SMSF EXPENSES</b>    |      |              |              |              |
| Sub-Total                         |      |              |              | 3,607.00     |
| Ignore Cents                      |      |              |              | 0.00         |
| Total                             |      |              |              | 3,607.00     |
| <b>A - Taxable income</b>         |      |              |              |              |
| Sub-Total                         |      |              |              | 81,792.00    |
| Ignore Cents                      |      |              |              | 0.00         |
| Total                             |      |              |              | 81,792.00    |
| <b>T1 - Tax on taxable income</b> |      |              |              |              |
| Sub-Total                         |      |              |              | 12,268.80    |
| Ignore Cents                      |      |              |              | 0.00         |
| Total                             |      |              |              | 12,268.80    |
| <b>B - Gross Tax</b>              |      |              |              |              |
| Sub-Total                         |      |              |              | 12,268.80    |
| Ignore Cents                      |      |              |              | 0.00         |
| Total                             |      |              |              | 12,268.80    |
| <b>T2 - SUBTOTAL</b>              |      |              |              |              |
| Sub-Total                         |      |              |              | 12,268.80    |
| Ignore Cents                      |      |              |              | 0.00         |
| Total                             |      |              |              | 12,268.80    |
| <b>T3 - SUBTOTAL 2</b>            |      |              |              |              |
| Sub-Total                         |      |              |              | 12,268.80    |
| Ignore Cents                      |      |              |              | 0.00         |
| Total                             |      |              |              | 12,268.80    |
| <b>T5 - TAX PAYABLE</b>           |      |              |              |              |



# The Leggett Retirement Fund

## Tax Reconciliation Report

For the year ended 30 June 2021

| Tax Return Label                    | Date       | Account Code | Account Name                  | Amount<br>\$     |
|-------------------------------------|------------|--------------|-------------------------------|------------------|
| <b>T5 - TAX PAYABLE</b>             |            |              |                               |                  |
|                                     |            |              |                               | 12,268.80        |
| <b>Sub-Total</b>                    |            |              |                               | <b>12,268.80</b> |
| <b>Ignore Cents</b>                 |            |              |                               | <b>0.00</b>      |
| <b>Total</b>                        |            |              |                               | <b>12,268.80</b> |
| <b>K - PAYG instalments raised</b>  |            |              |                               |                  |
|                                     | 28/10/2020 | 85000        | Income Tax Payable/Refundable | 2,590.00         |
|                                     | 25/02/2021 | 85000        | Income Tax Payable/Refundable | 2,590.00         |
|                                     | 10/06/2021 | 85000        | Income Tax Payable/Refundable | 2,590.00         |
|                                     | 30/06/2021 | 85000        | Income Tax Payable/Refundable | 2,590.00         |
| <b>Sub-Total</b>                    |            |              |                               | <b>10,360.00</b> |
| <b>Ignore Cents</b>                 |            |              |                               | <b>0.00</b>      |
| <b>Total</b>                        |            |              |                               | <b>10,360.00</b> |
| <b>L - Supervisory levy</b>         |            |              |                               |                  |
|                                     |            |              |                               | 259.00           |
| <b>Sub-Total</b>                    |            |              |                               | <b>259.00</b>    |
| <b>Ignore Cents</b>                 |            |              |                               | <b>0.00</b>      |
| <b>Total</b>                        |            |              |                               | <b>259.00</b>    |
| <b>S - AMOUNT DUE OR REFUNDABLE</b> |            |              |                               |                  |
|                                     |            |              |                               | 2,167.80         |
| <b>Sub-Total</b>                    |            |              |                               | <b>2,167.80</b>  |
| <b>Ignore Cents</b>                 |            |              |                               | <b>0.00</b>      |
| <b>Total</b>                        |            |              |                               | <b>2,167.80</b>  |

The Leggett Retirement Fund  
**Statement of Taxable Income**

For the year ended 30 June 2021

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|  | <b>2021</b>      |
|--|------------------|
|  | <b>\$</b>        |
| Benefits accrued as a result of operations | 85,019.10        |
| <b>Less</b>                                |                  |
| Accounting Trust Distributions             | 22,904.44        |
|  | <u>22,904.44</u> |
| <b>Add</b>                                 |                  |
| Other Non Deductible Expenses              | 2,761.50         |
| Taxable Trust Distributions                | 16,917.00        |
|  | <u>19,678.50</u> |
| SMSF Annual Return Rounding                | (1.16)           |
|  | <u>81,792.00</u> |
| <b>Taxable Income or Loss</b>              | <u>81,792.00</u> |
| Income Tax on Taxable Income or Loss       | 12,268.80        |
|  | <u>12,268.80</u> |
| <b>CURRENT TAX OR REFUND</b>               | <u>12,268.80</u> |
| Supervisory Levy                           | 259.00           |
| Income Tax Instalments Paid                | (10,360.00)      |
|  | <u>2,167.80</u>  |
| <b>AMOUNT DUE OR REFUNDABLE</b>            | <u>2,167.80</u>  |

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# The Leggett Retirement Fund

## General Ledger

As at 30 June 2021

| Transaction Date  | Description                       | Units | Debit    | Credit           | Balance \$          |
|---|-----------------------------------|-------|----------|------------------|---------------------|
| <b>Contributions (24200)</b>  |                                   |       |          |                  |                     |
| <u>(Contributions) Leggett, Cheryl Ann - Accumulation (LEGCHE00001A)</u>  |                                   |       |          |                  |                     |
| 01/07/2020  |                                   |       |          | 1,860.57         | 1,860.57 CR         |
| 12/08/2020  |                                   |       |          | 3,355.38         | 5,215.95 CR         |
| 09/09/2020  |                                   |       |          | 2,820.00         | 8,035.95 CR         |
| 19/10/2020  |                                   |       |          | 2,820.00         | 10,855.95 CR        |
| 09/11/2020  |                                   |       |          | 3,525.00         | 14,380.95 CR        |
| 08/12/2020  |                                   |       |          | 2,820.00         | 17,200.95 CR        |
| 14/01/2021  |                                   |       |          | 3,525.00         | 20,725.95 CR        |
| 09/02/2021  |                                   |       |          | 2,820.00         | 23,545.95 CR        |
| 08/03/2021  |                                   |       |          | 2,820.00         | 26,365.95 CR        |
| 13/04/2021  |                                   |       |          | 2,820.00         | 29,185.95 CR        |
|   |                                   |       |          | <b>29,185.95</b> | <b>29,185.95 CR</b> |
| <u>(Contributions) Leggett, Peter David - Accumulation (LEGPET00001A)</u> |                                   |       |          |                  |                     |
| 01/07/2020  |                                   |       |          | 1,860.57         | 1,860.57 CR         |
| 12/08/2020  |                                   |       |          | 3,355.38         | 5,215.95 CR         |
| 09/09/2020  |                                   |       |          | 2,820.00         | 8,035.95 CR         |
| 19/10/2020  |                                   |       |          | 2,820.00         | 10,855.95 CR        |
| 09/11/2020  |                                   |       |          | 4,230.00         | 15,085.95 CR        |
| 08/12/2020  |                                   |       |          | 2,820.00         | 17,905.95 CR        |
| 14/01/2021  |                                   |       |          | 3,525.00         | 21,430.95 CR        |
| 09/02/2021  |                                   |       |          | 2,820.00         | 24,250.95 CR        |
| 08/03/2021  |                                   |       |          | 2,820.00         | 27,070.95 CR        |
| 13/04/2021  |                                   |       |          | 2,820.00         | 29,890.95 CR        |
|   |                                   |       |          | <b>29,890.95</b> | <b>29,890.95 CR</b> |
| <b>Interest Received (25000)</b>  |                                   |       |          |                  |                     |
| <u>Loan - Theta International Pty Ltd (00074)</u>                         |                                   |       |          |                  |                     |
| 30/06/2021  | Theta Loan Interest 6% per annum. |       |          | 3,000.00         | 3,000.00 CR         |
|   |                                   |       |          | <b>3,000.00</b>  | <b>3,000.00 CR</b>  |
| <u>Loan - D Stead (00075)</u>   |                                   |       |          |                  |                     |
| 30/06/2021  | D Stead Loan Interest             |       |          | 3,406.26         | 3,406.26 CR         |
|   |                                   |       |          | <b>3,406.26</b>  | <b>3,406.26 CR</b>  |
| <u>Loan - Aussea Resources Pty Ltd (00076)</u>                            |                                   |       |          |                  |                     |
| 13/10/2020  | Theta International               |       |          | 3,000.00         | 3,000.00 CR         |
|   |                                   |       |          | <b>3,000.00</b>  | <b>3,000.00 CR</b>  |
| <b>Partnership Distributions Received (27000)</b>                         |                                   |       |          |                  |                     |
| <u>MATCH CHETER PARTNERSHIP (MATCH2myq5DFkw)</u>                          |                                   |       |          |                  |                     |
| 30/06/2021  | P'ship profit dist'n              |       |          | 22,904.44        | 22,904.44 CR        |
|   |                                   |       |          | <b>22,904.44</b> | <b>22,904.44 CR</b> |
| <b>Accountancy Fees (30100)</b>   |                                   |       |          |                  |                     |
| <u>Accountancy Fees (30100)</u>   |                                   |       |          |                  |                     |
| 23/07/2020  | Cabrera Partners                  |       | 231.00   |                  | 231.00 DR           |
| 13/05/2021  | Ascendia Accountants              |       | 231.00   |                  | 462.00 DR           |
| 13/05/2021  | Ascendia Accountants              |       | 273.00   |                  | 735.00 DR           |
| 18/06/2021  | Ascendia Accountants              |       | 2,673.00 |                  | 3,408.00 DR         |

# The Leggett Retirement Fund

## General Ledger

As at 30 June 2021

| Transaction Date   | Description                                      | Units | Debit            | Credit   | Balance \$          |
|--|--|-------|------------------|----------|---------------------|
|  |  |       | <b>3,408.00</b>  |          | <b>3,408.00 DR</b>  |
| <b>ASIC Fees (30800)</b>   |  |       |                  |          |                     |
| <u>ASIC Fees (30800)</u>   |  |       |                  |          |                     |
| 23/07/2020   |  |       | 55.00            |          | 55.00 DR            |
|  |  |       | <b>55.00</b>     |          | <b>55.00 DR</b>     |
| <b>Bank Charges (31500)</b>  |  |       |                  |          |                     |
| <u>Bank Charges (31500)</u>  |  |       |                  |          |                     |
| 17/07/2020   |  |       | 12.00            |          | 12.00 DR            |
| 17/08/2020   |  |       | 12.00            |          | 24.00 DR            |
| 17/09/2020   |  |       | 12.00            |          | 36.00 DR            |
| 19/10/2020   |  |       | 12.00            |          | 48.00 DR            |
| 17/11/2020   |  |       | 12.00            |          | 60.00 DR            |
| 17/12/2020   |  |       | 12.00            |          | 72.00 DR            |
| 15/01/2021   |  |       | 12.00            |          | 84.00 DR            |
| 17/02/2021   |  |       | 12.00            |          | 96.00 DR            |
| 17/03/2021   |  |       | 12.00            |          | 108.00 DR           |
| 16/04/2021   |  |       | 12.00            |          | 120.00 DR           |
| 17/05/2021   |  |       | 12.00            |          | 132.00 DR           |
| 17/06/2021   |  |       | 12.00            |          | 144.00 DR           |
|  |  |       | <b>144.00</b>    |          | <b>144.00 DR</b>    |
| <b>Division 293 Tax (48100)</b>  |  |       |                  |          |                     |
| <u>(Division 293 Tax) Leggett, Cheryl Ann - Accumulation (LEGCHE00001A)</u>  |  |       |                  |          |                     |
| 05/08/2020   |  |       | 2,426.40         |          | 2,426.40 DR         |
|  |  |       | <b>2,426.40</b>  |          | <b>2,426.40 DR</b>  |
| <u>(Division 293 Tax) Leggett, Peter David - Accumulation (LEGPET00001A)</u> |  |       |                  |          |                     |
| 05/08/2020   |  |       | 335.10           |          | 335.10 DR           |
|  |  |       | <b>335.10</b>    |          | <b>335.10 DR</b>    |
| <b>Income Tax Expense (48500)</b>  |  |       |                  |          |                     |
| <u>Income Tax Expense (48500)</u>  |  |       |                  |          |                     |
| 30/06/2021   | Create Entries - Income Tax Expense - 30/06/2021 |       | 12,268.80        |          | 12,268.80 DR        |
|  |  |       | <b>12,268.80</b> |          | <b>12,268.80 DR</b> |
| <b>Profit/Loss Allocation Account (49000)</b>                                |  |       |                  |          |                     |
| <u>Profit/Loss Allocation Account (49000)</u>                                |  |       |                  |          |                     |
| 01/07/2020   | System Member Journals                           |       | 1,581.48         |          | 1,581.48 DR         |
| 01/07/2020   | System Member Journals                           |       | 1,581.48         |          | 3,162.96 DR         |
| 05/08/2020   | System Member Journals                           |       |                  | 2,426.40 | 736.56 DR           |
| 05/08/2020   | System Member Journals                           |       |                  | 335.10   | 401.46 DR           |
| 12/08/2020   | System Member Journals                           |       | 2,852.07         |          | 3,253.53 DR         |
| 12/08/2020   | System Member Journals                           |       | 2,852.07         |          | 6,105.60 DR         |
| 09/09/2020   | System Member Journals                           |       | 2,397.00         |          | 8,502.60 DR         |
| 09/09/2020   | System Member Journals                           |       | 2,397.00         |          | 10,899.60 DR        |
| 19/10/2020   | System Member Journals                           |       | 2,397.00         |          | 13,296.60 DR        |
| 19/10/2020   | System Member Journals                           |       | 2,397.00         |          | 15,693.60 DR        |
| 09/11/2020   | System Member Journals                           |       | 2,996.25         |          | 18,689.85 DR        |
| 09/11/2020   | System Member Journals                           |       | 3,595.50         |          | 22,285.35 DR        |

# The Leggett Retirement Fund

## General Ledger

As at 30 June 2021

| Transaction Date   | Description   | Units | Debit            | Credit           | Balance \$           |
|--|---|-------|------------------|------------------|----------------------|
| 08/12/2020   | System Member Journals                                      |       | 2,397.00         |                  | 24,682.35 DR         |
| 08/12/2020   | System Member Journals                                      |       | 2,397.00         |                  | 27,079.35 DR         |
| 14/01/2021   | System Member Journals                                      |       | 2,996.25         |                  | 30,075.60 DR         |
| 14/01/2021   | System Member Journals                                      |       | 2,996.25         |                  | 33,071.85 DR         |
| 09/02/2021   | System Member Journals                                      |       | 2,397.00         |                  | 35,468.85 DR         |
| 09/02/2021   | System Member Journals                                      |       | 2,397.00         |                  | 37,865.85 DR         |
| 08/03/2021   | System Member Journals                                      |       | 2,397.00         |                  | 40,262.85 DR         |
| 08/03/2021   | System Member Journals                                      |       | 2,397.00         |                  | 42,659.85 DR         |
| 13/04/2021   | System Member Journals                                      |       | 2,397.00         |                  | 45,056.85 DR         |
| 13/04/2021   | System Member Journals                                      |       | 2,397.00         |                  | 47,453.85 DR         |
| 30/06/2021   | Create Entries - Profit/Loss Allocation - 30/06/2021        |       | 14,326.02        |                  | 61,779.87 DR         |
| 30/06/2021   | Create Entries - Profit/Loss Allocation - 30/06/2021        |       | 14,377.68        |                  | 76,157.55 DR         |
| 30/06/2021   | Create Entries - Income Tax Expense Allocation - 30/06/2021 |       |                  | 1,700.56         | 74,456.99 DR         |
| 30/06/2021   | Create Entries - Income Tax Expense Allocation - 30/06/2021 |       |                  | 1,706.69         | 72,750.30 DR         |
|  |   |       | <b>78,919.05</b> | <b>6,168.75</b>  | <b>72,750.30 DR</b>  |
| <b>Opening Balance (50010)</b>   |   |       |                  |                  |                      |
| <u>(Opening Balance) Leggett, Cheryl Ann - Accumulation (LEGCHE00001A)</u>   |   |       |                  |                  |                      |
| 01/07/2020   | Opening Balance   |       |                  |                  | 326,801.86 CR        |
| 01/07/2020   | Close Period Journal  |       |                  | 31,186.24        | 357,988.10 CR        |
|  |   |       |                  | <b>31,186.24</b> | <b>357,988.10 CR</b> |
| <u>(Opening Balance) Leggett, Peter David - Accumulation (LEGPET00001A)</u>  |   |       |                  |                  |                      |
| 01/07/2020   | Opening Balance   |       |                  |                  | 323,329.12 CR        |
| 01/07/2020   | Close Period Journal  |       |                  | 31,099.75        | 354,428.87 CR        |
|  |   |       |                  | <b>31,099.75</b> | <b>354,428.87 CR</b> |
| <b>Division 293 Tax (51900)</b>  |   |       |                  |                  |                      |
| <u>(Division 293 Tax) Leggett, Cheryl Ann - Accumulation (LEGCHE00001A)</u>  |   |       |                  |                  |                      |
| 05/08/2020   | System Member Journals                                      |       | 2,426.40         |                  | 2,426.40 DR          |
|  |   |       | <b>2,426.40</b>  |                  | <b>2,426.40 DR</b>   |
| <u>(Division 293 Tax) Leggett, Peter David - Accumulation (LEGPET00001A)</u> |   |       |                  |                  |                      |
| 05/08/2020   | System Member Journals                                      |       | 335.10           |                  | 335.10 DR            |
|  |   |       | <b>335.10</b>    |                  | <b>335.10 DR</b>     |
| <b>Contributions (52420)</b>   |   |       |                  |                  |                      |
| <u>(Contributions) Leggett, Cheryl Ann - Accumulation (LEGCHE00001A)</u>     |   |       |                  |                  |                      |
| 01/07/2020   | Opening Balance   |       |                  |                  | 26,855.71 CR         |
| 01/07/2020   | Close Period Journal  |       | 26,855.71        |                  | 0.00 DR              |
| 01/07/2020   | System Member Journals                                      |       |                  | 1,860.57         | 1,860.57 CR          |
| 12/08/2020   | System Member Journals                                      |       |                  | 3,355.38         | 5,215.95 CR          |
| 09/09/2020   | System Member Journals                                      |       |                  | 2,820.00         | 8,035.95 CR          |
| 19/10/2020   | System Member Journals                                      |       |                  | 2,820.00         | 10,855.95 CR         |
| 09/11/2020   | System Member Journals                                      |       |                  | 3,525.00         | 14,380.95 CR         |
| 08/12/2020   | System Member Journals                                      |       |                  | 2,820.00         | 17,200.95 CR         |
| 14/01/2021   | System Member Journals                                      |       |                  | 3,525.00         | 20,725.95 CR         |
| 09/02/2021   | System Member Journals                                      |       |                  | 2,820.00         | 23,545.95 CR         |
| 08/03/2021   | System Member Journals                                      |       |                  | 2,820.00         | 26,365.95 CR         |

# The Leggett Retirement Fund

## General Ledger

As at 30 June 2021

| Transaction Date   | Description   | Units | Debit            | Credit           | Balance \$          |
|--|---|-------|------------------|------------------|---------------------|
| 13/04/2021   | System Member Journals                                      |       |                  | 2,820.00         | 29,185.95 CR        |
|  |   |       | <b>26,855.71</b> | <b>29,185.95</b> | <b>29,185.95 CR</b> |
| <u>(Contributions) Leggett, Peter David - Accumulation (LEGPET00001A)</u>          |   |       |                  |                  |                     |
| 01/07/2020   | Opening Balance   |       |                  |                  | 26,855.71 CR        |
| 01/07/2020   | Close Period Journal  |       | 26,855.71        |                  | 0.00 DR             |
| 01/07/2020   | System Member Journals                                      |       |                  | 1,860.57         | 1,860.57 CR         |
| 12/08/2020   | System Member Journals                                      |       |                  | 3,355.38         | 5,215.95 CR         |
| 09/09/2020   | System Member Journals                                      |       |                  | 2,820.00         | 8,035.95 CR         |
| 19/10/2020   | System Member Journals                                      |       |                  | 2,820.00         | 10,855.95 CR        |
| 09/11/2020   | System Member Journals                                      |       |                  | 4,230.00         | 15,085.95 CR        |
| 08/12/2020   | System Member Journals                                      |       |                  | 2,820.00         | 17,905.95 CR        |
| 14/01/2021   | System Member Journals                                      |       |                  | 3,525.00         | 21,430.95 CR        |
| 09/02/2021   | System Member Journals                                      |       |                  | 2,820.00         | 24,250.95 CR        |
| 08/03/2021   | System Member Journals                                      |       |                  | 2,820.00         | 27,070.95 CR        |
| 13/04/2021   | System Member Journals                                      |       |                  | 2,820.00         | 29,890.95 CR        |
|  |   |       | <b>26,855.71</b> | <b>29,890.95</b> | <b>29,890.95 CR</b> |
| <b>Share of Profit/(Loss) (53100)</b>  |   |       |                  |                  |                     |
| <u>(Share of Profit/(Loss)) Leggett, Cheryl Ann - Accumulation (LEGCHE00001A)</u>  |   |       |                  |                  |                     |
| 01/07/2020   | Opening Balance   |       |                  |                  | 9,294.35 CR         |
| 01/07/2020   | Close Period Journal  |       | 9,294.35         |                  | 0.00 DR             |
| 30/06/2021   | Create Entries - Profit/Loss Allocation - 30/06/2021        |       |                  | 14,377.68        | 14,377.68 CR        |
|  |   |       | <b>9,294.35</b>  | <b>14,377.68</b> | <b>14,377.68 CR</b> |
| <u>(Share of Profit/(Loss)) Leggett, Peter David - Accumulation (LEGPET00001A)</u> |   |       |                  |                  |                     |
| 01/07/2020   | Opening Balance   |       |                  |                  | 9,198.18 CR         |
| 01/07/2020   | Close Period Journal  |       | 9,198.18         |                  | 0.00 DR             |
| 30/06/2021   | Create Entries - Profit/Loss Allocation - 30/06/2021        |       |                  | 14,326.02        | 14,326.02 CR        |
|  |   |       | <b>9,198.18</b>  | <b>14,326.02</b> | <b>14,326.02 CR</b> |
| <b>Income Tax (53330)</b>  |   |       |                  |                  |                     |
| <u>(Income Tax) Leggett, Cheryl Ann - Accumulation (LEGCHE00001A)</u>              |   |       |                  |                  |                     |
| 01/07/2020   | Opening Balance   |       |                  |                  | 935.43 DR           |
| 01/07/2020   | Close Period Journal  |       |                  | 935.43           | 0.00 DR             |
| 30/06/2021   | Create Entries - Income Tax Expense Allocation - 30/06/2021 |       | 1,706.69         |                  | 1,706.69 DR         |
|  |   |       | <b>1,706.69</b>  | <b>935.43</b>    | <b>1,706.69 DR</b>  |
| <u>(Income Tax) Leggett, Peter David - Accumulation (LEGPET00001A)</u>             |   |       |                  |                  |                     |
| 01/07/2020   | Opening Balance   |       |                  |                  | 925.75 DR           |
| 01/07/2020   | Close Period Journal  |       |                  | 925.75           | 0.00 DR             |
| 30/06/2021   | Create Entries - Income Tax Expense Allocation - 30/06/2021 |       | 1,700.56         |                  | 1,700.56 DR         |
|  |   |       | <b>1,700.56</b>  | <b>925.75</b>    | <b>1,700.56 DR</b>  |
| <b>Contributions Tax (53800)</b>   |   |       |                  |                  |                     |
| <u>(Contributions Tax) Leggett, Cheryl Ann - Accumulation (LEGCHE00001A)</u>       |   |       |                  |                  |                     |
| 01/07/2020   | Opening Balance   |       |                  |                  | 4,028.39 DR         |
| 01/07/2020   | Close Period Journal  |       |                  | 4,028.39         | 0.00 DR             |
| 01/07/2020   | System Member Journals                                      |       | 279.09           |                  | 279.09 DR           |
| 12/08/2020   | System Member Journals                                      |       | 503.31           |                  | 782.40 DR           |

# The Leggett Retirement Fund

## General Ledger

As at 30 June 2021

| Transaction Date  | Description            | Units | Debit           | Credit          | Balance \$         |
|---|------------------------|-------|-----------------|-----------------|--------------------|
| 09/09/2020  | System Member Journals |       | 423.00          |                 | 1,205.40 DR        |
| 19/10/2020  | System Member Journals |       | 423.00          |                 | 1,628.40 DR        |
| 09/11/2020  | System Member Journals |       | 528.75          |                 | 2,157.15 DR        |
| 08/12/2020  | System Member Journals |       | 423.00          |                 | 2,580.15 DR        |
| 14/01/2021  | System Member Journals |       | 528.75          |                 | 3,108.90 DR        |
| 09/02/2021  | System Member Journals |       | 423.00          |                 | 3,531.90 DR        |
| 08/03/2021  | System Member Journals |       | 423.00          |                 | 3,954.90 DR        |
| 13/04/2021  | System Member Journals |       | 423.00          |                 | 4,377.90 DR        |
|   |                        |       | <b>4,377.90</b> | <b>4,028.39</b> | <b>4,377.90 DR</b> |
| <u>(Contributions Tax) Leggett, Peter David - Accumulation (LEGPET00001A)</u> |                        |       |                 |                 |                    |
| 01/07/2020  | Opening Balance        |       |                 |                 | 4,028.39 DR        |
| 01/07/2020  | Close Period Journal   |       |                 | 4,028.39        | 0.00 DR            |
| 01/07/2020  | System Member Journals |       | 279.09          |                 | 279.09 DR          |
| 12/08/2020  | System Member Journals |       | 503.31          |                 | 782.40 DR          |
| 09/09/2020  | System Member Journals |       | 423.00          |                 | 1,205.40 DR        |
| 19/10/2020  | System Member Journals |       | 423.00          |                 | 1,628.40 DR        |
| 09/11/2020  | System Member Journals |       | 634.50          |                 | 2,262.90 DR        |
| 08/12/2020  | System Member Journals |       | 423.00          |                 | 2,685.90 DR        |
| 14/01/2021  | System Member Journals |       | 528.75          |                 | 3,214.65 DR        |
| 09/02/2021  | System Member Journals |       | 423.00          |                 | 3,637.65 DR        |
| 08/03/2021  | System Member Journals |       | 423.00          |                 | 4,060.65 DR        |
| 13/04/2021  | System Member Journals |       | 423.00          |                 | 4,483.65 DR        |
|   |                        |       | <b>4,483.65</b> | <b>4,028.39</b> | <b>4,483.65 DR</b> |
| <b>Bank Accounts (60400)</b>  |                        |       |                 |                 |                    |
| <u>Cash at Bank - ANZ (ANZ439600467)</u>                                      |                        |       |                 |                 |                    |
| 01/07/2020  | Opening Balance        |       |                 |                 | 200,604.11 DR      |
| 01/07/2020  |                        |       | 3,721.14        |                 | 204,325.25 DR      |
| 17/07/2020  |                        |       |                 | 12.00           | 204,313.25 DR      |
| 22/07/2020  |                        |       |                 | 1,952.00        | 202,361.25 DR      |
| 23/07/2020  |                        |       |                 | 55.00           | 202,306.25 DR      |
| 23/07/2020  | Cabrera Partners       |       |                 | 231.00          | 202,075.25 DR      |
| 29/07/2020  | Dan Stead              |       | 700.00          |                 | 202,775.25 DR      |
| 05/08/2020  |                        |       |                 | 2,761.50        | 200,013.75 DR      |
| 11/08/2020  | Match Cheter           |       | 3,500.00        |                 | 203,513.75 DR      |
| 12/08/2020  |                        |       | 6,710.76        |                 | 210,224.51 DR      |
| 17/08/2020  |                        |       |                 | 12.00           | 210,212.51 DR      |
| 31/08/2020  | Dan Stead              |       | 700.00          |                 | 210,912.51 DR      |
| 09/09/2020  |                        |       | 5,640.00        |                 | 216,552.51 DR      |
| 17/09/2020  |                        |       |                 | 12.00           | 216,540.51 DR      |
| 29/09/2020  | Dan Stead              |       | 700.00          |                 | 217,240.51 DR      |
| 13/10/2020  | Theta International    |       | 3,000.00        |                 | 220,240.51 DR      |
| 19/10/2020  |                        |       |                 | 12.00           | 220,228.51 DR      |
| 19/10/2020  |                        |       | 5,640.00        |                 | 225,868.51 DR      |
| 28/10/2020  |                        |       |                 | 2,590.00        | 223,278.51 DR      |
| 29/10/2020  | Dan Stead              |       | 700.00          |                 | 223,978.51 DR      |
| 03/11/2020  | Match Cheter           |       | 7,000.00        |                 | 230,978.51 DR      |
| 09/11/2020  |                        |       | 7,755.00        |                 | 238,733.51 DR      |

# The Leggett Retirement Fund

## General Ledger

As at 30 June 2021

| Transaction Date | Description          | Units | Debit            | Credit           | Balance \$           |
|------------------|----------------------|-------|------------------|------------------|----------------------|
| 17/11/2020       |                      |       |                  | 12.00            | 238,721.51 DR        |
| 30/11/2020       | Dan Stead            |       | 700.00           |                  | 239,421.51 DR        |
| 08/12/2020       |                      |       | 5,640.00         |                  | 245,061.51 DR        |
| 17/12/2020       |                      |       |                  | 12.00            | 245,049.51 DR        |
| 29/12/2020       | Dan Stead            |       | 700.00           |                  | 245,749.51 DR        |
| 14/01/2021       |                      |       | 7,050.00         |                  | 252,799.51 DR        |
| 15/01/2021       |                      |       |                  | 12.00            | 252,787.51 DR        |
| 27/01/2021       | Match Cheter         |       | 7,000.00         |                  | 259,787.51 DR        |
| 29/01/2021       | Dan Stead            |       | 700.00           |                  | 260,487.51 DR        |
| 09/02/2021       |                      |       | 5,640.00         |                  | 266,127.51 DR        |
| 17/02/2021       |                      |       |                  | 12.00            | 266,115.51 DR        |
| 25/02/2021       |                      |       |                  | 2,590.00         | 263,525.51 DR        |
| 01/03/2021       | Dan Stead            |       | 700.00           |                  | 264,225.51 DR        |
| 08/03/2021       |                      |       | 5,640.00         |                  | 269,865.51 DR        |
| 17/03/2021       |                      |       |                  | 12.00            | 269,853.51 DR        |
| 29/03/2021       | Dan Stead            |       | 700.00           |                  | 270,553.51 DR        |
| 13/04/2021       |                      |       | 5,640.00         |                  | 276,193.51 DR        |
| 16/04/2021       |                      |       |                  | 12.00            | 276,181.51 DR        |
| 21/04/2021       | Match Cheter         |       | 7,000.00         |                  | 283,181.51 DR        |
| 28/04/2021       | Dan Stead            |       | 700.00           |                  | 283,881.51 DR        |
| 13/05/2021       | Ascendia Accountants |       |                  | 231.00           | 283,650.51 DR        |
| 13/05/2021       | Ascendia Accountants |       |                  | 273.00           | 283,377.51 DR        |
| 17/05/2021       |                      |       |                  | 12.00            | 283,365.51 DR        |
| 28/05/2021       | Dan Stead            |       | 700.00           |                  | 284,065.51 DR        |
| 10/06/2021       |                      |       |                  | 2,590.00         | 281,475.51 DR        |
| 17/06/2021       |                      |       |                  | 12.00            | 281,463.51 DR        |
| 18/06/2021       | Ascendia Accountants |       |                  | 2,673.00         | 278,790.51 DR        |
| 23/06/2021       | 2020 Income Tax      |       | 702.00           |                  | 279,492.51 DR        |
| 28/06/2021       | Dan Stead            |       | 700.00           |                  | 280,192.51 DR        |
|                  |                      |       | <b>95,678.90</b> | <b>16,090.50</b> | <b>280,192.51 DR</b> |

### Interests in Partnerships (Australian) (73200)

#### MATCH CHETER PARTNERSHIP (MATCH2myq5DFkw)

|            |                      |             |                  |                  |                      |
|------------|----------------------|-------------|------------------|------------------|----------------------|
| 01/07/2020 | Opening Balance      | 1.00        |                  |                  | 362,142.01 DR        |
| 11/08/2020 | Match Cheter         | 0.00        |                  | 3,500.00         | 358,642.01 DR        |
| 03/11/2020 | Match Cheter         | 0.00        |                  | 7,000.00         | 351,642.01 DR        |
| 27/01/2021 | Match Cheter         | 0.00        |                  | 7,000.00         | 344,642.01 DR        |
| 21/04/2021 | Match Cheter         | 0.00        |                  | 7,000.00         | 337,642.01 DR        |
| 30/06/2021 | P'ship profit dist'n | 0.00        | 22,904.44        |                  | 360,546.45 DR        |
|            |                      | <b>1.00</b> | <b>22,904.44</b> | <b>24,500.00</b> | <b>360,546.45 DR</b> |

### Mortgage Loans (Australian) (75000)

#### Loan - Aussea Resources Pty Ltd (LEGGPS\_LOAN-Db6E49tN)

|            |                 |             |  |  |                     |
|------------|-----------------|-------------|--|--|---------------------|
| 01/07/2020 | Opening Balance | 1.00        |  |  | 50,000.00 DR        |
|            |                 | <b>1.00</b> |  |  | <b>50,000.00 DR</b> |

#### Loan - Theta International Pty Ltd (LEGGPS\_LOAN-HWMlpLqY)

|            |                                   |      |          |  |              |
|------------|-----------------------------------|------|----------|--|--------------|
| 01/07/2020 | Opening Balance                   | 1.00 |          |  | 50,000.00 DR |
| 30/06/2021 | Theta Loan Interest 6% per annum. | 0.00 | 3,000.00 |  | 53,000.00 DR |



# The Leggett Retirement Fund

## General Ledger

As at 30 June 2021

| Transaction Date                             | Description                                      | Units       | Debit             | Credit            | Balance \$          |
|--|--|-------------|-------------------|-------------------|---------------------|
|  |  | <b>1.00</b> | <b>3,000.00</b>   |                   | <b>53,000.00 DR</b> |
| <u>Loan - D Stead (LEGGPS LOAN-uY1yUk6N)</u> |  |             |                   |                   |                     |
| 01/07/2020                                   | Opening Balance                                  | 1.00        |                   |                   | 50,920.85 DR        |
| 29/07/2020                                   | Dan Stead  | 0.00        |                   | 700.00            | 50,220.85 DR        |
| 31/08/2020                                   | Dan Stead  | 0.00        |                   | 700.00            | 49,520.85 DR        |
| 29/09/2020                                   | Dan Stead  | 0.00        |                   | 700.00            | 48,820.85 DR        |
| 29/10/2020                                   | Dan Stead  | 0.00        |                   | 700.00            | 48,120.85 DR        |
| 30/11/2020                                   | Dan Stead  | 0.00        |                   | 700.00            | 47,420.85 DR        |
| 29/12/2020                                   | Dan Stead  | 0.00        |                   | 700.00            | 46,720.85 DR        |
| 29/01/2021                                   | Dan Stead  | 0.00        |                   | 700.00            | 46,020.85 DR        |
| 01/03/2021                                   | Dan Stead  | 0.00        |                   | 700.00            | 45,320.85 DR        |
| 29/03/2021                                   | Dan Stead  | 0.00        |                   | 700.00            | 44,620.85 DR        |
| 28/04/2021                                   | Dan Stead  | 0.00        |                   | 700.00            | 43,920.85 DR        |
| 28/05/2021                                   | Dan Stead  | 0.00        |                   | 700.00            | 43,220.85 DR        |
| 28/06/2021                                   | Dan Stead  | 0.00        |                   | 700.00            | 42,520.85 DR        |
| 30/06/2021                                   | D Stead Loan Interest                            | 0.00        | 3,406.26          |                   | 45,927.11 DR        |
|  |  | <b>1.00</b> | <b>3,406.26</b>   | <b>8,400.00</b>   | <b>45,927.11 DR</b> |
| <u>Income Tax Payable/Refundable (85000)</u> |  |             |                   |                   |                     |
| <u>Income Tax Payable/Refundable (85000)</u> |  |             |                   |                   |                     |
| 01/07/2020                                   | Opening Balance                                  |             |                   |                   | 702.00 DR           |
| 28/10/2020                                   |  |             | 2,590.00          |                   | 3,292.00 DR         |
| 25/02/2021                                   |  |             | 2,590.00          |                   | 5,882.00 DR         |
| 10/06/2021                                   |  |             | 2,590.00          |                   | 8,472.00 DR         |
| 23/06/2021                                   | 2020 Income Tax                                  |             |                   | 702.00            | 7,770.00 DR         |
| 30/06/2021                                   | June Instalment                                  |             | 2,590.00          |                   | 10,360.00 DR        |
| 30/06/2021                                   | Create Entries - Income Tax Expense - 30/06/2021 |             |                   | 12,268.80         | 1,908.80 CR         |
|  |  |             | <b>10,360.00</b>  | <b>12,970.80</b>  | <b>1,908.80 CR</b>  |
| <u>PAYG Payable (86000)</u>                  |  |             |                   |                   |                     |
| <u>PAYG Payable (86000)</u>                  |  |             |                   |                   |                     |
| 01/07/2020                                   | Opening Balance                                  |             |                   |                   | 1,952.00 CR         |
| 22/07/2020                                   |  |             | 1,952.00          |                   | 0.00 DR             |
| 30/06/2021                                   | June Instalment                                  |             |                   | 2,590.00          | 2,590.00 CR         |
|  |  |             | <b>1,952.00</b>   | <b>2,590.00</b>   | <b>2,590.00 CR</b>  |
| <b>Total Debits:</b>                         |  |             | <b>322,092.20</b> |                   |                     |
| <b>Total Credits:</b>                        |  |             |                   | <b>322,092.20</b> |                     |

# The Leggett Retirement Fund

## Create Entries Report

For the period 01 July 2020 to 30 June 2021

### Create Entries Financial Year Summary 01 July 2020 - 30 June 2021

|  | <b>Amount</b>    |
|--|------------------|
| <b>Total Profit</b>                                |                  |
| Income   | 91,387.60        |
| Less Expense                                       | 6,368.50         |
| <b>Total Profit</b>                                | <b>85,019.10</b> |
| <b>Tax Summary</b>                                 |                  |
|  | <b>Amount</b>    |
| Fund Tax Rate                                      | 15.00 %          |
| Total Profit                                       | 85,019.10        |
| Less Permanent Differences                         | 0.00             |
| Less Timing Differences                            | 0.00             |
| Less Exempt Pension Income                         | 0.00             |
| Less Other Non Taxable Income                      | 0.00             |
| Less LIC Deductions                                | 0.00             |
| Add SMSF Non Deductible Expenses                   | 0.00             |
| Add Other Non Deductible Expenses                  | 2,761.50         |
| Add Total Franking/Foreign/TFN/FRW Credits         | 0.00             |
| Less Realised Accounting Capital Gains             | 0.00             |
| Less Accounting Trust Distributions                | 22,904.44        |
| Add Taxable Trust Distributions                    | 16,917.00        |
| Less Tax Losses Deducted                           | 0.00             |
| Add SMSF Annual Return Rounding                    | (1.16)           |
| <b>Taxable Income</b>                              | <b>81,792.00</b> |
| <b>Income Tax on Taxable Income or Loss</b>        | <b>12,268.80</b> |
| <b>Profit/(Loss) Available for Allocation</b>      |                  |
|  | <b>Amount</b>    |
| Total Available Profit                             | 28,703.70        |
| Franking Credits                                   | 0.00             |
| TFN Credits  | 0.00             |
| Foreign Credits                                    | 0.00             |
| FRW Credits  | 0.00             |
| <b>Total</b>                                       | <b>28,703.70</b> |
| <b>Income Tax Expense Available for Allocation</b> |                  |
|  | <b>Amount</b>    |
| Income Tax on Taxable Income or Loss               | 12,268.80        |
| Member Specific Income Tax                         | (8,861.55)       |
| <b>Total Income Tax Expense Allocation</b>         | <b>3,407.25</b>  |

## Final Segment 1 from 01 July 2020 to 30 June 2021

### Pool Name Unsegregated Pool

| Total Profit        | Amount           |
|---------------------|------------------|
| Income              | 91,387.60        |
| Less Expense        | 6,368.50         |
| <b>Total Profit</b> | <b>85,019.10</b> |

| Create Entries Summary                      | Amount           |
|---|------------------|
| Fund Tax Rate                               | 15.00 %          |
| Total Profit                                | 85,019.10        |
| Less Permanent Differences                  | 0.00             |
| Less Timing Differences                     | 0.00             |
| Less Exempt Pension Income                  | 0.00             |
| Less Other Non Taxable Income               | 0.00             |
| Add SMSF Non Deductible Expenses            | 0.00             |
| Add Other Non Deductible Expenses           | 2,761.50         |
| Add Total Franking/Foreign/TFN/FRW Credits  | 0.00             |
| Less Realised Accounting Capital Gains      | 0.00             |
| Less Accounting Trust Distributions         | 22,904.44        |
| Add Taxable Trust Distributions             | 16,917.00        |
| Less Tax Losses Deducted                    | 0.00             |
| Add Taxable Income Adjustment               | (1.16)           |
| <b>Taxable Income</b>                       | <b>81,792.00</b> |
| <b>Income Tax on Taxable Income or Loss</b> | <b>12,268.80</b> |

| Member Weighted Balance Summary   | Weighting% | Amount     |
|-----------------------------------|------------|------------|
| Peter David Leggett(LEGPET00001A) | 49.91      | 369,080.18 |
| Cheryl Ann Leggett(LEGCHE00001A)  | 50.09      | 370,364.47 |

| Profit/(Loss) Available for Allocation | Amount           |
|--|------------------|
| Total Available Profit                 | 28,703.70        |
| Franking Credits                       | 0.00             |
| TFN Credits                            | 0.00             |
| FRW Credits                            | 0.00             |
| <b>Total</b>                           | <b>28,703.70</b> |

| Allocation to Members             | Weighting% | Amount    |
|-----------------------------------|------------|-----------|
| Peter David Leggett(LEGPET00001A) | 49.91      | 14,326.02 |
| Cheryl Ann Leggett(LEGCHE00001A)  | 50.09      | 14,377.68 |

| Accumulation Weighted Balance Summary | Weighting% | Amount     |
|---------------------------------------|------------|------------|
| Peter David Leggett(LEGPET00001A)     | 49.91      | 369,080.18 |
| Cheryl Ann Leggett(LEGCHE00001A)      | 50.09      | 370,364.47 |

| Income Tax Expense Available for Allocation | Amount          |
|---|-----------------|
| Income Tax on Taxable Income or Loss        | 12,268.80       |
| Member Specific Income Tax                  | (8,861.55)      |
| <b>Total Income Tax Expense Allocation</b>  | <b>3,407.25</b> |

| Allocation to Members             | Weighting% | Amount   |
|-----------------------------------|------------|----------|
| Peter David Leggett(LEGPET00001A) | 49.91      | 1,700.56 |
| Cheryl Ann Leggett(LEGCHE00001A)  | 50.09      | 1,706.69 |

**Calculation of daily member weighted balances**

**Peter David Leggett (LEGPET00001A)**

Member Balance

|                                |       |                   |            |                   |
|--------------------------------|-------|-------------------|------------|-------------------|
| 01/07/2020                     | 50010 | Opening Balance   | 354,428.87 | 354,428.87        |
| 01/07/2020                     | 52420 | Contributions     | 1,860.57   | 1,860.57          |
| 01/07/2020                     | 53800 | Contributions Tax | (279.09)   | (279.09)          |
| 05/08/2020                     | 51900 | Division 293 Tax  | (335.10)   | (302.97)          |
| 12/08/2020                     | 52420 | Contributions     | 3,355.38   | 2,969.28          |
| 12/08/2020                     | 53800 | Contributions Tax | (503.31)   | (445.39)          |
| 09/09/2020                     | 52420 | Contributions     | 2,820.00   | 2,279.18          |
| 09/09/2020                     | 53800 | Contributions Tax | (423.00)   | (341.88)          |
| 19/10/2020                     | 52420 | Contributions     | 2,820.00   | 1,970.14          |
| 19/10/2020                     | 53800 | Contributions Tax | (423.00)   | (295.52)          |
| 09/11/2020                     | 52420 | Contributions     | 4,230.00   | 2,711.84          |
| 09/11/2020                     | 53800 | Contributions Tax | (634.50)   | (406.78)          |
| 08/12/2020                     | 52420 | Contributions     | 2,820.00   | 1,583.84          |
| 08/12/2020                     | 53800 | Contributions Tax | (423.00)   | (237.58)          |
| 14/01/2021                     | 52420 | Contributions     | 3,525.00   | 1,622.47          |
| 14/01/2021                     | 53800 | Contributions Tax | (528.75)   | (243.37)          |
| 09/02/2021                     | 52420 | Contributions     | 2,820.00   | 1,097.10          |
| 09/02/2021                     | 53800 | Contributions Tax | (423.00)   | (164.56)          |
| 08/03/2021                     | 52420 | Contributions     | 2,820.00   | 888.49            |
| 08/03/2021                     | 53800 | Contributions Tax | (423.00)   | (133.27)          |
| 13/04/2021                     | 52420 | Contributions     | 2,820.00   | 610.36            |
| 13/04/2021                     | 53800 | Contributions Tax | (423.00)   | (91.55)           |
| <b>Total Amount (Weighted)</b> |       |                   |            | <b>369,080.18</b> |

**Cheryl Ann Leggett (LEGCHE00001A)**

Member Balance

|            |       |                   |            |            |
|------------|-------|-------------------|------------|------------|
| 01/07/2020 | 50010 | Opening Balance   | 357,988.10 | 357,988.10 |
| 01/07/2020 | 52420 | Contributions     | 1,860.57   | 1,860.57   |
| 01/07/2020 | 53800 | Contributions Tax | (279.09)   | (279.09)   |
| 05/08/2020 | 51900 | Division 293 Tax  | (2,426.40) | (2,193.73) |
| 12/08/2020 | 52420 | Contributions     | 3,355.38   | 2,969.28   |
| 12/08/2020 | 53800 | Contributions Tax | (503.31)   | (445.39)   |
| 09/09/2020 | 52420 | Contributions     | 2,820.00   | 2,279.18   |
| 09/09/2020 | 53800 | Contributions Tax | (423.00)   | (341.88)   |
| 19/10/2020 | 52420 | Contributions     | 2,820.00   | 1,970.14   |
| 19/10/2020 | 53800 | Contributions Tax | (423.00)   | (295.52)   |
| 09/11/2020 | 52420 | Contributions     | 3,525.00   | 2,259.86   |
| 09/11/2020 | 53800 | Contributions Tax | (528.75)   | (338.98)   |
| 08/12/2020 | 52420 | Contributions     | 2,820.00   | 1,583.84   |

**Calculation of daily member weighted balances**

|                                |       |                   |          |                   |
|--------------------------------|-------|-------------------|----------|-------------------|
| 08/12/2020                     | 53800 | Contributions Tax | (423.00) | (237.58)          |
| 14/01/2021                     | 52420 | Contributions     | 3,525.00 | 1,622.47          |
| 14/01/2021                     | 53800 | Contributions Tax | (528.75) | (243.37)          |
| 09/02/2021                     | 52420 | Contributions     | 2,820.00 | 1,097.10          |
| 09/02/2021                     | 53800 | Contributions Tax | (423.00) | (164.56)          |
| 08/03/2021                     | 52420 | Contributions     | 2,820.00 | 888.49            |
| 08/03/2021                     | 53800 | Contributions Tax | (423.00) | (133.27)          |
| 13/04/2021                     | 52420 | Contributions     | 2,820.00 | 610.36            |
| 13/04/2021                     | 53800 | Contributions Tax | (423.00) | (91.55)           |
| <b>Total Amount (Weighted)</b> |       |                   |          | <b>370,364.47</b> |

**Calculation of Net Capital Gains**

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

**Foreign Tax Offset Calculations****Segment 01 July 2020 to 30 June 2021**

|                                   |             |
|-----------------------------------|-------------|
| Claimable FTO - Unsegregated Pool | 0.00        |
| <b>Claimable FTO</b>              | <b>0.00</b> |

**Total Claimable Foreign Credits for the Year** **0.00**

**Foreign Tax Offset (Label C1)** 0.00

**Applied/Claimed FTO** 0.00

**Allocations of Foreign Tax Offset to Members**

|  |      |
|--|------|
| Peter David Leggett(LEGPET00001A) - 100.00 % | 0.00 |
| Cheryl Ann Leggett(LEGCHE00001A) - 0.00 %    | 0.00 |

**Total Foreign Tax Offset Allocated to Members** 0.00



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

**Agent** HERRON ACCOUNTANTS  
**Client** THE TRUSTEE FOR THE  
 LEGGETT RETIREMENT FUND  
**ABN** 13 352 829 678  
**TFN** 918 207 485

# Income tax 551

---

|                       |            |
|-----------------------|------------|
| <b>Date generated</b> | 23/02/2022 |
| <b>Overdue</b>        | \$0.00     |
| <b>Not yet due</b>    | \$0.00     |
| <b>Balance</b>        | \$0.00     |



## Transactions

---

2 results found - from **01 July 2020** to **23 February 2022** sorted by **processed date** ordered **newest to oldest**

| Processed date | Effective date | Description   | Debit (DR) | Credit (CR) | Balance     |
|----------------|----------------|---|------------|-------------|-------------|
| 18 Jun 2021    | 23 Jun 2021    | EFT refund for Income Tax for the period from 01 Jul 19 to 30 Jun 20                  | \$702.00   |             | \$0.00      |
| 18 Jun 2021    | 17 May 2021    | Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20 |            | \$702.00    | \$702.00 CR |



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

**Agent** HERRON ACCOUNTANTS  
**Client** THE TRUSTEE FOR THE  
LEGGETT RETIREMENT FUND  
**ABN** 13 352 829 678  
**TFN** 918 207 485

## Activity statement 001

|                       |               |
|-----------------------|---------------|
| <b>Date generated</b> | 23/02/2022    |
| <b>Overdue</b>        | \$0.00        |
| <b>Not yet due</b>    | \$0.00        |
| <b>Balance</b>        | \$2,479.00 CR |

## Transactions

17 results found - from **01 July 2020** to **23 February 2022** sorted by **processed date** ordered **newest to oldest**

| Processed date | Effective date | Description  | Debit (DR) | Credit (CR) | Balance       |
|----------------|----------------|--|------------|-------------|---------------|
| 16 Feb 2022    | 15 Feb 2022    | Payment received   |            | \$2,479.00  | \$2,479.00 CR |
| 26 Oct 2021    | 25 Oct 2021    | Payment received   |            | \$2,479.00  | \$0.00        |
| 24 Oct 2021    | 28 Oct 2021    | Original Activity Statement for the period ending 30 Sep 21 - PAYG Instalments | \$2,479.00 |             | \$2,479.00 DR |
| 10 Sep 2021    | 10 Sep 2021    | General interest charge  |            |             | \$0.00        |
| 10 Sep 2021    | 9 Sep 2021     | Payment received   |            | \$2,590.00  | \$0.00        |
| 2 Aug 2021     | 2 Aug 2021     | General interest charge  |            |             | \$2,590.00 DR |
| 1 Aug 2021     | 28 Jul 2021    | Original Activity Statement for the period ending 30 Jun 21 - PAYG Instalments | \$2,590.00 |             | \$2,590.00 DR |
| 11 Jun 2021    | 11 Jun 2021    | General interest charge  |            |             | \$0.00        |
| 11 Jun 2021    | 10 Jun 2021    | Payment received   |            | \$2,590.00  | \$0.00        |
| 3 May 2021     | 3 May 2021     | General interest charge  |            |             | \$2,590.00 DR |
| 2 May 2021     | 28 Apr 2021    | Original Activity Statement for the period ending 31 Mar 21 - PAYG Instalments | \$2,590.00 |             | \$2,590.00 DR |

| <b>Processed date</b> | <b>Effective date</b> | <b>Description</b>  | <b>Debit (DR)</b> | <b>Credit (CR)</b> | <b>Balance</b> |
|-----------------------|-----------------------|---|-------------------|--------------------|----------------|
| 7 Mar 2021            | 2 Mar 2021            | Original Activity<br>Statement for the period<br>ending 31 Dec 20 -<br>PAYG Instalments | \$2,590.00        |                    | \$0.00         |
| 26 Feb 2021           | 25 Feb 2021           | Payment received  |                   | \$2,590.00         | \$2,590.00 CR  |
| 1 Nov 2020            | 28 Oct 2020           | Original Activity<br>Statement for the period<br>ending 30 Sep 20 -<br>PAYG Instalments | \$2,590.00        |                    | \$0.00         |
| 29 Oct 2020           | 28 Oct 2020           | Payment received  |                   | \$2,590.00         | \$2,590.00 CR  |
| 2 Aug 2020            | 28 Jul 2020           | Original Activity<br>Statement for the period<br>ending 30 Jun 20 -<br>PAYG Instalments | \$1,952.00        |                    | \$0.00         |
| 23 Jul 2020           | 22 Jul 2020           | Payment received  |                   | \$1,952.00         | \$1,952.00 CR  |





## PAYG Instalments report 2021

**Tax Agent** 79549002  
**Last Updated** 19/02/2022

| <b>TFN</b> | <b>Client Name</b>                                | <b>Quarter<br/>1 (\$)</b> | <b>Quarter<br/>2 (\$)</b> | <b>Quarter<br/>3 (\$)</b> | <b>Quarter<br/>4 (\$)</b> | <b>Total<br/>Instalment<br/>(\$)</b> |
|------------|---|---------------------------|---------------------------|---------------------------|---------------------------|--------------------------------------|
| 918207485  | THE TRUSTEE FOR THE<br>LEGGETT RETIREMENT<br>FUND | 2,590.00                  | 2,590.00                  | 2,590.00                  | 2,590.00                  | 10,360.00 ✓                          |

**Total No of Clients: 1**



## Loan to D Stead

|   |                                   |
|---|-----------------------------------|
| Client Name: <u>Leggett Retirement Fund</u> | Period Ended: <u>30 June 2021</u> |
| Client Code: <u>LEGG03</u>                  | Accountant: <u>Eddy Lee</u>       |

Principal Sum     **\$     62,500.00**

Interest             **7%** (variable as per loan agreement - refer to attached)

| Date                  | Opening Balance | Interest  | Repayment  | Closing Balance        |
|-----------------------|-----------------|-----------|------------|------------------------|
| 01/07/2020            | \$ 50,920.85    | \$ 297.04 | (\$700.00) | \$ 50,517.89           |
| 01/08/2020            | \$ 50,517.89    | \$ 294.69 | (\$700.00) | \$ 50,112.58           |
| 01/09/2020            | \$ 50,112.58    | \$ 292.32 | (\$700.00) | \$ 49,704.90           |
| 01/10/2020            | \$ 49,704.90    | \$ 289.95 | (\$700.00) | \$ 49,294.84           |
| 01/11/2020            | \$ 49,294.84    | \$ 287.55 | (\$700.00) | \$ 48,882.40           |
| 01/12/2020            | \$ 48,882.40    | \$ 285.15 | (\$700.00) | \$ 48,467.55           |
| 01/01/2021            | \$ 48,467.55    | \$ 282.73 | (\$700.00) | \$ 48,050.27           |
| 01/02/2021            | \$ 48,050.27    | \$ 280.29 | (\$700.00) | \$ 47,630.57           |
| 01/03/2021            | \$ 47,630.57    | \$ 277.84 | (\$700.00) | \$ 47,208.41           |
| 01/04/2021            | \$ 47,208.41    | \$ 275.38 | (\$700.00) | \$ 46,783.79           |
| 01/05/2021            | \$ 46,783.79    | \$ 272.91 | (\$700.00) | \$ 46,356.70           |
| 01/06/2021            | \$ 46,356.70    | \$ 270.41 | (\$700.00) | <b>\$ 45,927.11</b>    |
| <b>TOTAL INTEREST</b> |                 |           |            | <b>\$     3,406.26</b> |

# Loan Agreement

Cheter Invest  
stead

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## Date

27<sup>th</sup> November 2014

## Parties

---

name **Cheter Investments Pty Ltd Pty Ltd ACN 145 263 485** as trustee for the Leggett Retirement Fund (Lender)

address 31 Cabrera Crescent, Beerwah Qld 4519

email peter.aussea@bigpond.com

---

name **Mr Dan Stead** (Borrower)

address 12 Normanby Road  
Murrumba Downs  
Queensland  
4503

email 

## Introduction

- A. The Lender has, agreed to lend moneys to the Borrower in accordance with and subject to the terms of this agreement.
  - B. The Borrower acknowledges that the moneys referred to in this agreement have been received by the Borrower.
-

## **1. Interpretation**

---

In the interpretation of this agreement

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under, the legislation;
- (b) Words denoting the singular include the plural and vice versa; words denoting individuals or persons include bodies corporate and vice versa; references to documents or agreements also mean those documents or agreement as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of the state of Queensland;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees;
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

## **2. Loan**

---

The Lender has at the request of the Borrower agreed to lend to the Borrower the principal sum shown in the first schedule on the drawdown date shown in the first schedule.

## **3. Interest**

---

The Borrower covenants with the Lender to pay to the Lender interest in respect of the Principal Sum calculated in accordance with the provisions of the second schedule at the time and in the manner therein set forth and to duly and punctually observe and perform every other obligation contained in the second schedule.

## **4. Repayment**

---

- (a) The Borrower covenants with the Lender to repay the principal sum or so much thereof as is then unpaid to the Lender on the due date shown in the first schedule.
-

- (b) The Borrower further covenants with the Lender that the moneys owing will be repaid upon written demand being made by the Lender at any time after the happening of any of the following events:
- (i) default being made by the Borrower in the due or punctual payment to the Lender of any moneys which comprise part of the moneys owing;
  - (ii) the failure of the Borrower to rectify a default in the due or punctual observance or performance of any other obligations on the part of the Borrower under this agreement within seven (7) days of being requested to do so by the Lender;
  - (iii) any collateral security or any mortgage, charge or encumbrance ranking in priority to or pari passu with any collateral security becoming enforceable;
  - (iv) if any collateral security is or becomes wholly or partly void, voidable or unenforceable or is claimed to be so by the Borrower;
  - (v) if any event occurs which renders a collateral security enforceable;
- (c) Moneys owing means all moneys owed by the Borrower to the Lender from time to time from the date of this agreement including (without limitation) the Principal Sum, Interest, and costs under clause 7

## 5. Early repayment

---

The Borrower shall be entitled to repay the whole of the Principal Sum or the amount then unpaid at any time with interest to the date of repayment.

## 6. Security

---

- (a) In consideration of the Lender advancing or agreeing to advance moneys to the Lender under or pursuant to this agreement the Borrower agrees to execute or upon demand from the Lender procure the execution in favour of the Lender of the securities referred to in the third schedule.
  - (b) The Borrower agrees that each of the securities described in the third schedule is a collateral security to the intent that the moneys owing are secured thereby. Default under any of the collateral securities shall constitute default under this agreement.
  - (c) Collateral security means any mortgage, charge or other encumbrance affecting any real or personal property now in existence or which may in the future be given to the Borrower by the Lender or any part if the moneys owing whether or not any other moneys are also secured thereby.
  - (d) The Borrower has a positive obligation to inform the Lender when the transfer of the property is registered over the title to the secured property so that the Lender may attend to register their security over the property.
  - (e) The Borrower charges as beneficial owner and trustee of every trust all the Borrower's land (including land acquired in the future) in favour of the Lender to secure the payment of the moneys and the performance and observance of the Borrower's covenant under this deed.
-

- (f) The Borrower agrees that it is a condition of this loan that they will obtain a signed deed of priority suitable to the Lender with any mortgage of the property Borrower's in priority to the Lenders interest.

## **7. General**

---

### **7.1 Costs**

The Borrower shall pay all costs fees and duties in relation to the preparation, negotiation, execution, stamping, registration of this agreement and any collateral security being \$385.00 plus the registration fee of \$132.50. Should the agreement and any collateral security be required to be assigned, enforced or terminated then the Borrower agrees to pay the costs incurred by the Lender on an indemnity basis.

### **7.2 Not regulated by the Consumer Credit Code**

The Borrower acknowledges and agrees that this loan is not regulated by the Consumer Credit Code as the loan is not for personal, domestic or household purposes and the Lender is not in the business of providing loans to borrowers.

### **7.3 Notices**

A communication required by this agreement, by a party to another, must be in writing and may be given to them by being:

- (a) Delivered personally; or
- (b) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or
- (c) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or
- (d) Sent by email to their email address, when it will be treated as received on that day

### **7.4 Counterparts**

This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party

### **7.5 Governing Law**

This agreement is governed by the laws of the state of Queensland, and the parties, submit to the non-exclusive jurisdiction of the courts of that state.

---



## Schedule 1

|                       |                               |
|-----------------------|-------------------------------|
| Item 1 Principal sum  | \$62,500.00                   |
| Item 2 Due date       | 1 year from the Drawdown date |
| Item 3 Drawdown dates | 27/11/2015                    |

---

## Schedule 2

### Interest only loan

For the term of this loan the Borrower will pay interest only to the Lender on any amount payable under this agreement at the rate of 7% variable interest rate (as varied from time to time) per annum calculated on monthly rests and payable on the 1<sup>st</sup> day of each and every month commencing one month from the Drawdown date, in arrears. Such interest may be capitalised by the Lender as it deems appropriate and the Borrower shall pay interest on the capitalised interest at the same rate and calculated in the same manner.

The Lender agrees as an independent obligation which will not merge in any judgment or order, to pay interest on any judgement or order for the payment of all or any part of the moneys secured at the higher of the rate payable under the judgment or order or interest calculated at the rate and in the manner set out in the preceding sub-clause.

---

## Schedule 3

Collateral security - Second mortgage over 12 Normanby Road, Murrumba Downs, QLD, 4503 being the whole of the land comprised in title reference Lot 36 RP 852182, Parish Redcliffe.

# Signing Page

**Executed as an Agreement:**

**THE COMMON SEAL OF** Cheter Investments )  
Pty Ltd ACN 145 263 485 as trustee for the Leggett )  
Retirement Fund as Lender was affixed as Creditor on )  
the 27<sup>th</sup> day of November 2014, in the presence of: )

  
.....  
Director

  
.....  
Director/secretary

**SIGNED, SEALED AND DELIVERED** by )  
Danny J Stead as Borrower on the 27<sup>th</sup> )  
day of November 2012, in the presence of: )

  
.....

  
.....  
Justice of the Peace/Solicitor/Commissioner for  
Declarations

Jeffrey George Ballment  
68531

**Business purpose declaration**

I Danny J Stead declare that the credit to be provided to me by the credit provider, Cheter Investments Pty Ltd ACN 145 263 485 as trustee for the Leggett Retirement Fund is to be applied wholly or predominantly for business or investment purposes [or for both purposes].

**IMPORTANT**

You should *not* sign this declaration unless this loan is wholly or *predominantly* for business or investment purposes.

By signing this declaration you may *lose* your protection under the Consumer Credit Code.

[I declare that I signed this declaration before entering into this credit contract.]

Name: DANNY J STEAD

Signature:  Date signed: 26 NOV 2014

Name: .....

Signature: ..... Date signed: .....



## Loan to Aussea Resources P/L

|              |                         |               |              |
|--------------|-------------------------|---------------|--------------|
| Client Name: | Leggett Retirement Fund | Period Ended: | 30 June 2021 |
| Client Code: | LEGG03                  | Accountant:   | Eddy Lee     |

Principal Sum     **\$ 150,000.00**

Interest             **6%** (as per loan agreement - refer to attached) ✓

| Date       | Opening Balance | Interest    | Repayment    | Closing Balance     |
|------------|-----------------|-------------|--------------|---------------------|
| 01/07/2020 | \$ 50,000.00    | \$ 3,000.00 |              | \$ 53,000.00        |
| 01/08/2020 | \$ 53,000.00    |             |              | \$ 53,000.00        |
| 01/09/2020 | \$ 53,000.00    |             |              | \$ 53,000.00        |
| 01/10/2020 | \$ 53,000.00    |             | (\$3,000.00) | \$ 50,000.00        |
| 01/11/2020 | \$ 50,000.00    |             |              | \$ 50,000.00        |
| 01/12/2020 | \$ 50,000.00    |             |              | \$ 50,000.00        |
| 01/01/2021 | \$ 50,000.00    |             |              | \$ 50,000.00        |
| 01/02/2021 | \$ 50,000.00    |             |              | \$ 50,000.00        |
| 01/03/2021 | \$ 50,000.00    |             |              | \$ 50,000.00        |
| 01/04/2021 | \$ 50,000.00    |             |              | \$ 50,000.00        |
| 01/05/2021 | \$ 50,000.00    |             |              | \$ 50,000.00        |
| 01/06/2021 | \$ 50,000.00    |             |              | <b>\$ 50,000.00</b> |

**TOTAL INTEREST     \$ 3,000.00**

# Loan Agreement

Copy  
16/2/22

Cheter Invest  
Aussea.

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## Date

6<sup>th</sup> July 2016

## Parties

---

name **Cheter Investments Pty Ltd Pty Ltd ACN 145 263 485** as trustee for the Leggett Retirement Fund (Lender)

address 31 Cabrera Crescent, Beerwah Qld 4519

email peter.aussea@bigpond.com

---

name **Aussea Resources PTY LTD** (Borrower)

address 133 Sandgate Rd, Albion

email Chris.aussea@bigpond.com

## Introduction

- A. The Lender has, agreed to lend moneys to the Borrower in accordance with and subject to the terms of this agreement.
  - B. The Borrower acknowledges that the moneys referred to in this agreement have been received by the Borrower.
-

## 1. Interpretation

---

In the interpretation of this agreement

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under, the legislation;
- (b) Words denoting the singular include the plural and vice versa; words denoting individuals or persons include bodies corporate and vice versa; references to documents or agreements also mean those documents or agreement as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of the state of Queensland;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees;
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

## 2. Loan

---

The Lender has at the request of the Borrower agreed to lend to the Borrower the principal sum shown in the first schedule on the drawdown date shown in the first schedule.

## 3. Interest

---

The Borrower covenants with the Lender to pay to the Lender interest in respect of the Principal Sum calculated in accordance with the provisions of the second schedule at the time and in the manner therein set forth and to duly and punctually observe and perform every other obligation contained in the second schedule.

## 4. Repayment

---

- (a) The Borrower covenants with the Lender to repay the principal sum or so much thereof as is then unpaid to the Lender on the due date shown in the first schedule.
-

- (b) The Borrower further covenants with the Lender that the moneys owing will be repaid upon written demand being made by the Lender at any time after the happening of any of the following events:
- (i) default being made by the Borrower in the due or punctual payment to the Lender of any moneys which comprise part of the moneys owing;
  - (ii) the failure of the Borrower to rectify a default in the due or punctual observance or performance of any other obligations on the part of the Borrower under this agreement within seven (7) days of being requested to do so by the Lender;
  - (iii) any collateral security or any mortgage, charge or encumbrance ranking in priority to or pari passu with any collateral security becoming enforceable;
  - (iv) if any collateral security is or becomes wholly or partly void, voidable or unenforceable or is claimed to be so by the Borrower;
  - (v) if any event occurs which renders a collateral security enforceable;
- (c) Moneys owing means all moneys owed by the Borrower to the Lender from time to time from the date of this agreement including (without limitation) the Principal Sum, Interest, and costs under clause 7

## 5. Early repayment

---

The Borrower shall be entitled to repay the whole of the Principal Sum or the amount then unpaid at any time with interest to the date of repayment.

## 6. Security

---

- (a) In consideration of the Lender advancing or agreeing to advance moneys to the Lender under or pursuant to this agreement the Borrower agrees to execute or upon demand from the Lender procure the execution in favour of the Lender of the securities referred to in the third schedule.
  - (b) The Borrower agrees that each of the securities described in the third schedule is a collateral security to the intent that the moneys owing are secured thereby. Default under any of the collateral securities shall constitute default under this agreement.
  - (c) Collateral security means any mortgage, charge or other encumbrance affecting any real or personal property now in existence or which may in the future be given to the Borrower by the Lender or any part if the moneys owing whether or not any other moneys are also secured thereby.
-

## **7. General**

---

### **7.1 Costs**

No costs are associated with this loan other than the interest charged.

### **7.2 Not regulated by the Consumer Credit Code**

The Borrower acknowledges and agrees that this loan is not regulated by the Consumer Credit Code as the loan is not for personal, domestic or household purposes and the Lender is not in the business of providing loans to borrowers.

### **7.3 Notices**

A communication required by this agreement, by a party to another, must be in writing and may be given to them by being:

- (a) Delivered personally; or
- (b) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or
- (c) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or
- (d) Sent by email to their email address, when it will be treated as received on that day

### **7.4 Counterparts**

This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party

### **7.5 Governing Law**

This agreement is governed by the laws of the state of Queensland, and the parties, submit to the non-exclusive jurisdiction of the courts of that state.

---

## Schedule 1

|                       |                               |
|-----------------------|-------------------------------|
| Item 1 Principal sum  | \$150,000.00                  |
| Item 2 Due date       | 1 year from the Drawdown date |
| Item 3 Drawdown dates | 1/7/2016                      |

---

## Schedule 2

### **Interest only loan**

For the term of this loan the Borrower will pay interest payable under this agreement at the rate of 6% per annum.

The Lender agrees as an independent obligation which will not merge in any judgment or order, to pay interest on any judgement or order for the payment of all or any part of the moneys secured at the higher of the rate payable under the judgment or order or interest calculated at the rate and in the manner set out in the preceding sub-clause.

---

## Schedule 3

Collateral security – Personal guarantee of Mr Chris Henson, Managing Director of Aussea Resources Pty Ltd. ABN 59 097 150 626

---

## Signing Page

**Executed as an Agreement:**

**THE COMMON SEAL OF** Cheter Investments )  
Pty Ltd ACN 145 263 485 as trustee for the Leggett )  
Retirement Fund as Lender was affixed as Creditor on )  
the 1st day of July 2016, )



.....  
Director



.....  
Director/secretary

**SIGNED, SEALED AND DELIVERED** by )  
Aussea Resources Pty Ltd as Borrower on the )  
1st day of July 2016 , )



.....  
Managing Director

---



AUSSEA

# Loan Agreement

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## Date

2nd July 2015

## Parties

---

|         |  |                   |
|---------|--|-------------------|
| name    | <b>Cheter Investments Pty Ltd as trustee for the Leggett Retirement Fund</b> | <b>(Lender)</b>   |
| address | 31 Cabrera Crescent BEERWAH QLD 4519   |                   |
| email   | peter@internationalscreensupplies.com.au                                     |                   |
| name    | <b>Aussea Resources Pty Ltd</b>  | <b>(Borrower)</b> |
| Address | 133 Sandgate Road ALBION QLD 4010  |                   |
| email   | chris.aussea@bigpond.com   |                   |

## Introduction

- A. The Lender has, agreed to lend moneys to the Borrower in accordance with and subject to the terms of this agreement.
  - B. The Borrower acknowledges that the moneys referred to in this agreement have been received by the Borrower.
-

## 1. Interpretation

---

In the interpretation of this agreement

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under, the legislation;
- (b) Words denoting the singular include the plural and vice versa; words denoting individuals or persons include bodies corporate and vice versa; references to documents or agreements also mean those documents or agreement as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of the state of Queensland;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees;
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

## 2. Loan

---

The Lender has at the request of the Borrower agreed to lend to the Borrower the principal sum shown in the first schedule on the drawdown date shown in the first schedule.

## 3. Interest

---

The Borrower covenants with the Lender to pay to the Lender interest in respect of the Principal Sum calculated in accordance with the provisions of the second schedule at the time and in the manner therein set forth and to duly and punctually observe and perform every other obligation contained in the second schedule.

## 4. Repayment

---

- (a) The Borrower covenants with the Lender to repay the principal sum or so much thereof as is then unpaid to the Lender on the due date shown in the first schedule.
-

- (b) The Borrower further covenants with the Lender that the moneys owing will be repaid upon written demand being made by the Lender at any time after the happening of any of the following events:
- (i) default being made by the Borrower in the due or punctual payment to the Lender of any moneys which comprise part of the moneys owing;
  - (ii) the failure of the Borrower to rectify a default in the due or punctual observance or performance of any other obligations on the part of the Borrower under this agreement within seven (7) days of being requested to do so by the Lender;
  - (iii) any collateral security or any mortgage, charge or encumbrance ranking in priority to or pari passu with any collateral security becoming enforceable;
  - (iv) if any collateral security is or becomes wholly or partly void, voidable or unenforceable or is claimed to be so by the Borrower;
  - (v) if any event occurs which renders a collateral security enforceable;
- (c) Moneys owing means all moneys owed by the Borrower to the Lender from time to time from the date of this agreement including (without limitation) the Principal Sum, Interest, and costs under clause 7

## **5. Early repayment**

---

The Borrower shall be entitled to repay the whole of the Principal Sum or the amount then unpaid at any time with interest to the date of repayment.

## **6. Security**

---

- (a) In consideration of the Lender advancing or agreeing to advance moneys to the Lender under or pursuant to this agreement the Borrower agrees to execute or upon demand from the Lender procure the execution in favour of the Lender of the securities referred to in the third schedule.
  - (b) The Borrower agrees that each of the securities described in the third schedule is a collateral security to the intent that the moneys owing are secured thereby. Default under any of the collateral securities shall constitute default under this agreement.
  - (c) Collateral security means any mortgage, charge or other encumbrance affecting any real or personal property now in existence or which may in the future be given to the Borrower by the Lender or any part if the moneys owing whether or not any other moneys are also secured thereby.
-

## **7. General**

---

### **7.1 Costs**

No costs are associated with this loan other than the interest charged.

### **7.2 Not regulated by the Consumer Credit Code**

The Borrower acknowledges and agrees that this loan is not regulated by the Consumer Credit Code as the loan is not for personal, domestic or household purposes and the Lender is not in the business of providing loans to borrowers.

### **7.3 Notices**

A communication required by this agreement, by a party to another, must be in writing and may be given to them by being:

- (a) Delivered personally; or
- (b) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or
- (c) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or
- (d) Sent by email to their email address, when it will be treated as received on that day

### **7.4 Counterparts**

This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party

### **7.5 Governing Law**

This agreement is governed by the laws of the state of Queensland, and the parties, submit to the non-exclusive jurisdiction of the courts of that state.

---

## Schedule 1

|                       |                               |
|-----------------------|-------------------------------|
| Item 1 Principal sum  | \$150,000.00                  |
| Item 2 Due date       | 1 year from the Drawdown date |
| Item 3 Drawdown dates | 2/7/15                        |

---

## Schedule 2

### **Interest only loan**

For the term of this loan the Borrower will pay interest payable under this agreement at the rate of 6% per annum.

The Lender agrees as an independent obligation which will not merge in any judgment or order, to pay interest on any judgement or order for the payment of all or any part of the moneys secured at the higher of the rate payable under the judgment or order or interest calculated at the rate and in the manner set out in the preceding sub-clause.

---



## Schedule 3

Collateral security – Personal guarantee of Mr Peter Leggett, Managing Director of Cheter Investments as Trustee for the Leggett Retirement Fund ABN: 13 352 829 678

---

# Signing Page


**Executed** as an Agreement:

**THE COMMON SEAL OF** (Cheter Investments Pty Ltd  
ACN 145 263 485 as trustee for the Leggett  
Retirement Fund as Lender was affixed as Creditor on  
the 2nd July 2015, in the presence of: )

.....  
Director

.....  
Director/secretary

**SIGNED, SEALED AND DELIVERED** by  
(Aussea Resources Pty Ltd ACN 097150626  
as the Borrower on the 2nd July 2015, in  
the presence of:)

  
.....  
Managing Director



## Loan to Theta International P/L

|              |                         |               |              |
|--------------|-------------------------|---------------|--------------|
| Client Name: | Leggett Retirement Fund | Period Ended: | 30 June 2021 |
| Client Code: | LEGG03                  | Accountant:   | Eddy Lee     |

Principal Sum     **\$ 100,000.00**

Interest             **6%** (as per loan agreement - refer to attached) ✓

| Date       | Opening Balance | Interest    | Repayment | Closing Balance       |
|------------|-----------------|-------------|-----------|-----------------------|
| 01/07/2020 | \$ 50,000.00    | \$ 3,000.00 |           | \$ 53,000.00          |
| 01/08/2020 | \$ 53,000.00    |             |           | \$ 53,000.00          |
| 01/09/2020 | \$ 53,000.00    |             |           | \$ 53,000.00          |
| 01/10/2020 | \$ 53,000.00    |             |           | \$ 53,000.00          |
| 01/11/2020 | \$ 53,000.00    |             |           | \$ 53,000.00          |
| 01/12/2020 | \$ 53,000.00    |             |           | \$ 53,000.00          |
| 01/01/2021 | \$ 53,000.00    |             |           | \$ 53,000.00          |
| 01/02/2021 | \$ 53,000.00    |             |           | \$ 53,000.00          |
| 01/03/2021 | \$ 53,000.00    |             |           | \$ 53,000.00          |
| 01/04/2021 | \$ 53,000.00    |             |           | \$ 53,000.00          |
| 01/05/2021 | \$ 53,000.00    |             |           | \$ 53,000.00          |
| 01/06/2021 | \$ 53,000.00    |             |           | <b>\$ 53,000.00</b> ✓ |

**TOTAL INTEREST     \$ 3,000.00**

# Loan Agreement

Theta International

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|           | <b>Schedule 1</b>                             | <b>4</b> |

## Date

11<sup>th</sup> October 2012

## Parties

---

name **Cheter Investments Pty Ltd Pty Ltd ACN 145 263 485** as trustee for the Leggett Retirement Fund (Lender)

address 31 Cabrera Crescent, Beerwah Qld 4519

email peter.aussea@bigpond.com

---

name **Theta International Pty Ltd** (Borrower)

address Unit 23,235 Sinnamon Rd Jindalee 4074

email Michael.walsh@tipl.com.au

## Introduction

- A. The Lender has, agreed to lend moneys to the Borrower in accordance with and subject to the terms of this agreement.
  - B. The Borrower acknowledges that the moneys referred to in this agreement have been received by the Borrower.
-

## 1. Interpretation

---

In the interpretation of this agreement

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under, the legislation;
- (b) Words denoting the singular include the plural and vice versa; words denoting individuals or persons include bodies corporate and vice versa; references to documents or agreements also mean those documents or agreement as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of the state of Queensland;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees;
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

## 2. Loan

---

The Lender has at the request of the Borrower agreed to lend to the Borrower the principal sum shown in the first schedule on the drawdown date shown in the first schedule.

## 3. Interest

---

The Borrower covenants with the Lender to pay to the Lender interest in respect of the Principal Sum calculated in accordance with the provisions of the second schedule at the time and in the manner therein set forth and to duly and punctually observe and perform every other obligation contained in the second schedule.

## 4. Repayment

---

- (a) The Borrower covenants with the Lender to repay the principal sum or so much thereof as is then unpaid to the Lender on the due date shown in the first schedule.
-

- (b) The Borrower further covenants with the Lender that the moneys owing will be repaid upon written demand being made by the Lender at any time after the happening of any of the following events:
- (i) default being made by the Borrower in the due or punctual payment to the Lender of any moneys which comprise part of the moneys owing;
  - (ii) the failure of the Borrower to rectify a default in the due or punctual observance or performance of any other obligations on the part of the Borrower under this agreement within seven (7) days of being requested to do so by the Lender;
  - (iii) any collateral security or any mortgage, charge or encumbrance ranking in priority to or pari passu with any collateral security becoming enforceable;
  - (iv) if any collateral security is or becomes wholly or partly void, voidable or unenforceable or is claimed to be so by the Borrower;
  - (v) if any event occurs which renders a collateral security enforceable;
- (c) Moneys owing means all moneys owed by the Borrower to the Lender from time to time from the date of this agreement including (without limitation) the Principal Sum, Interest, and costs under clause 7

## 5. Early repayment

---

The Borrower shall be entitled to repay the whole of the Principal Sum or the amount then unpaid at any time with interest to the date of repayment.

## 6. Security

---

- (a) In consideration of the Lender advancing or agreeing to advance moneys to the Lender under or pursuant to this agreement the Borrower agrees to execute or upon demand from the Lender procure the execution in favour of the Lender of the securities referred to in the third schedule.
  - (b) The Borrower agrees that each of the securities described in the third schedule is a collateral security to the intent that the moneys owing are secured thereby. Default under any of the collateral securities shall constitute default under this agreement.
  - (c) Collateral security means any mortgage, charge or other encumbrance affecting any real or personal property now in existence or which may in the future be given to the Borrower by the Lender or any part if the moneys owing whether or not any other moneys are also secured thereby.
-



## **7. General**

---

### **7.1 Costs**

No costs are associated with this loan other than the interest charged.

### **7.2 Not regulated by the Consumer Credit Code**

The Borrower acknowledges and agrees that this loan is not regulated by the Consumer Credit Code as the loan is not for personal, domestic or household purposes and the Lender is not in the business of providing loans to borrowers.

### **7.3 Notices**

A communication required by this agreement, by a party to another, must be in writing and may be given to them by being:

- (a) Delivered personally; or
- (b) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or
- (c) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or
- (d) Sent by email to their email address, when it will be treated as received on that day

### **7.4 Counterparts**

This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party

### **7.5 Governing Law**

This agreement is governed by the laws of the state of Queensland, and the parties, submit to the non-exclusive jurisdiction of the courts of that state.

---

## Schedule 1

|                       |                               |
|-----------------------|-------------------------------|
| Item 1 Principal sum  | \$100,000.00                  |
| Item 2 Due date       | 1 year from the Drawdown date |
| Item 3 Drawdown dates | 11/10/2012                    |

---

## Schedule 2

### **Interest only loan**

For the term of this loan the Borrower will pay interest payable under this agreement at the rate of 6% per annum.

The Lender agrees as an independent obligation which will not merge in any judgment or order, to pay interest on any judgement or order for the payment of all or any part of the moneys secured at the higher of the rate payable under the judgment or order or interest calculated at the rate and in the manner set out in the preceding sub-clause.

---

## Schedule 3

Collateral security – Personal guarantee of Mr M.J.Walsh, Managing Director of Theta International Pty Ltd. ABN

---

# Signing Page

## Executed as an Agreement:

**THE COMMON SEAL OF** Cheter Investments  
Pty Ltd ACN 145 263 485 as trustee for the Leggett  
Retirement Fund as Lender was affixed as Creditor on  
the 11 thday of October 2012, in the presence of:

)  
)  
)  
)  
.....  
Director



.....  
Director/secretary



**SIGNED, SEALED AND DELIVERED** by )  
Theta International Pty Ltd as Borrower on the )  
11<sup>th</sup> day of October 2012, in the presence of: )

.....  
Managing Director



**Business purpose declaration**

I/We Theta International ABN 53344125906 declare that the credit to be provided to us by the credit provider, Cheter Investments Pty Ltd Pty Ltd ACN 145 263 485 as trustee for the Leggett Retirement Fund is to be applied wholly or predominantly for business or investment purposes [or for both purposes].

**IMPORTANT**

You should *not* sign this declaration unless this loan is wholly or *predominantly* for business or investment purposes.

By signing this declaration you may *lose* your protection under the Consumer Credit Code.

[I declare that I signed this declaration before entering into this credit contract.]

Name: MICHAEL J. WALSH

Signature:  Date signed: 11.10.2012

Name: .....

Signature: ..... Date signed: .....

# **Match Cheter Partnership**

**ABN:30 410 138 934**

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**Financial statements  
For the year ended 30 June 2021**

# Match Cheter Partnership

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ABN: 30 410 138 934

## Balance sheet

For the year ended 30 June 2021

|   | Note | 2021<br>\$        | 2020<br>\$        |
|---|------|-------------------|-------------------|
| <b>Current assets</b>   |      |                   |                   |
| Westpac 372 025   |      | 6,670.66          | 8,100.03          |
| <b>Total current assets</b>   |      | <b>6,670.66</b>   | <b>8,100.03</b>   |
| <b>Non-current assets</b>   |      |                   |                   |
| Unit 3 / 95 Riverside Place, MORNINGSIDE<br>Land and Building at Cost |      | 497,557.66        | 497,557.66        |
| Property Revaluation 30/06/2021                                       |      | 352,442.34        | -                 |
|   |      | <b>850,000.00</b> | <b>497,557.66</b> |
| <b>Furniture &amp; Fittings</b>                                       |      |                   |                   |
| Furniture & Fittings at Cost  |      | 15,842.00         | 15,842.00         |
|   |      | <b>15,842.00</b>  | <b>15,842.00</b>  |
| <b>Total non-current assets</b>                                       |      | <b>865,842.00</b> | <b>513,399.66</b> |
| <b>Total assets</b>   |      | <b>872,512.66</b> | <b>521,499.69</b> |
| <b>Current liabilities</b>  |      |                   |                   |
| Sundry Creditors  |      | -                 | 275.00            |
| ATO Integrated Client Account   |      | 960.00            | -                 |
| Provision for GST   |      | 1,318.82          | 1,153.82          |
| <b>Total current liabilities</b>                                      |      | <b>2,278.82</b>   | <b>1,428.82</b>   |
| <b>Total liabilities</b>  |      | <b>2,278.82</b>   | <b>1,428.82</b>   |
| <b>Net assets</b>   |      | <b>870,233.84</b> | <b>520,070.87</b> |
| <b>Equity</b>   |      |                   |                   |
| Partners' funds   | 3    | 517,791.50        | 520,070.87        |
| <b>Total equity</b>   |      | <b>870,233.84</b> | <b>520,070.87</b> |

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The accompanying notes form part of these financial statements.

These statements should be read in conjunction with the attached compilation report of Herron Accountants.



# Match Cheter Partnership

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ABN: 30 410 138 934

## Income statement

For the year ended 30 June 2021

|  | 2021<br>\$       | 2020<br>\$       |
|--|------------------|------------------|
| <b>Income</b>                                  |                  |                  |
| Rent Received                                  | 41,600.00        | 40,800.00        |
|  | <u>41,600.00</u> | <u>40,800.00</u> |
| <b>Expenses</b>                                |                  |                  |
| Accountancy Fees                               | 2,150.00         | -                |
| Bank Charges                                   | 120.00           | 120.00           |
| Body Corporate                                 | 2,978.90         | 2,860.27         |
| Fees & Permits                                 | -                | 1,300.00         |
| Professional Fees                              | -                | 4,125.00         |
| Rates & Waters                                 | 3,630.47         | 4,013.83         |
|  | <u>8,879.37</u>  | <u>12,419.10</u> |
| <b>Net profit</b>                              | <u>32,720.63</u> | <u>28,380.90</u> |
| <b>Partner allocation</b>                      |                  |                  |
| The Leggett Retirement Fund                    | 22,904.44 ✓      | 19,866.63        |
| Match Superannuation Fund                      | 9,816.19         | 8,514.27         |
| <b>Total allocation for the financial year</b> | <u>32,720.63</u> | <u>28,380.90</u> |

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The accompanying notes form part of these financial statements.

These statements should be read in conjunction with the attached compilation report of Herron Accountants.

# Match Cheter Partnership

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**ABN: 30 410 138 934**

## **Notes to the financial statements**

**For the year ended 30 June 2021**

The financial statements cover Match Cheter Partnership and have been prepared in accordance with the partnership agreement meet the needs of stakeholders and to assist in the preparation of the tax return.

Comparatives are consistent with prior years, unless otherwise stated.

### **1 Basis of preparation**

Match Cheter Partnership is non-reporting since there are unlikely to be any users who would rely on the general purpose financial statements.

The special purpose financial statements have been prepared in accordance with the significant accounting policies described below and do not comply with any Australian Accounting Standards unless otherwise stated.

The financial statements have been prepared on an accruals basis and are based on historical costs modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and financial liabilities.

Significant accounting policies adopted in the preparation of these financial statements are presented below and are consistent with prior reporting periods unless otherwise stated.

### **2 Summary of significant accounting policies**

#### **Income tax**

Under current legislation, the partnership is not liable for income tax provided its taxable income is fully distributed to partners.

#### **Revenue and other income**

Revenue is recognised when the amount of the revenue can be measured reliably, it is probable that economic benefits associated with the transaction will flow to the Partnership and specific criteria relating to the type of revenue as noted below, has been satisfied.

Revenue is measured at the fair value of the consideration received or receivable and is presented net of returns, discounts and rebates.

Revenue is recognised when the business is entitled to it.

# Match Cheter Partnership

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**ABN: 30 410 138 934**

## **Notes to the financial statements**

**For the year ended 30 June 2021**

### **Goods and services tax (GST)**

Revenue, expenses and assets are recognised net of the amount of goods and services tax (GST), except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST.

### **Cash and cash equivalents**

Cash and cash equivalents comprises cash on hand, demand deposits and short-term investments which are readily convertible to known amounts of cash and which are subject to an insignificant risk of change in value.

### **Property, plant and equipment**

Each class of property, plant and equipment is carried at cost less, where applicable, any accumulated depreciation and impairment.

At the end of each annual reporting period, the depreciation method, useful life and residual value of each asset is reviewed. Any revisions are accounted for prospectively as a change in estimate.

# Match Cheter Partnership

ABN: 30 410 138 934

## Notes to the financial statements

For the year ended 30 June 2021

| Note                               | 2021<br>\$        | 2020<br>\$        |
|------------------------------------|-------------------|-------------------|
| <b>3 Partners' funds</b>           |                   |                   |
| <b>The Leggett Retirement Fund</b> |                   |                   |
| Balance at Beginning of Year       | 362,142.01        | 366,775.38        |
| Share of Profit                    | 22,904.44         | 19,866.63         |
| Drawings                           | (24,500.00)       | (24,500.00)       |
|                                    | <u>360,546.45</u> | <u>362,142.01</u> |
| <b>Match Superannuation Fund</b>   |                   |                   |
| Balance at Beginning of Year       | 157,928.86        | 159,914.59        |
| Share of Profit                    | 9,816.19          | 8,514.27          |
| Drawings                           | (10,500.00)       | (10,500.00)       |
|                                    | <u>157,245.05</u> | <u>157,928.86</u> |
|                                    | <u>517,791.50</u> | <u>520,070.87</u> |

Taxable Profit \$16,917 due to Capital Allowance & Dep'n  
(refer to Pship ITR)

# Match Cheter Partnership

ABN: 30 410 138 934

## Taxation schedule of property, plant and equipment

For the year ended 30 June 2021

| Asset Description  | Acquisition Date | Private Use% | Original Cost     | Opening Adjusted Value | -----Disposals----- |                   |            |            | -----Decline in value----- |                     | Closing Adjusted Value |
|--|------------------|--------------|-------------------|------------------------|---------------------|-------------------|------------|------------|----------------------------|---------------------|------------------------|
|  |                  |              |                   |                        | Disposal Date       | Termination Value | Assessable | Deductible | Effective Life or %        | Depreciation Amount |                        |
| <b>Buildings</b>   |                  |              |                   |                        |                     |                   |            |            |                            |                     |                        |
| Unit 3, 95 Riverside Place, Morningside                            | 16/11/2017       | -            | 244,681.00        | 244,681.00             | -                   | -                 | -          | -          | 0.00 PC                    | -                   | 244,681.00             |
| Unit 3, 95 Riverside Place, Morningside - Initial Construction     | 16/11/2017       | -            | 185,400.00        | 173,463.00             | -                   | -                 | -          | -          | 2.50 PC                    | 4,635.00            | 168,828.00             |
| Unit 3, 95 Riverside Place, Morningside - Common Area Construction | 16/11/2017       | -            | 13,277.00         | 12,422.00              | -                   | -                 | -          | -          | 2.50 PC                    | 332.00              | 12,090.00              |
| Unit 3, 95 Riverside Place, Morningside - 2008 Renovation          | 16/11/2017       | -            | 3,420.00          | 3,200.00               | -                   | -                 | -          | -          | 2.50 PC                    | 86.00               | 3,114.00               |
| Unit 3, 95 Riverside Place, Morningside - 2014 Renovation (1)      | 16/11/2017       | -            | 11,800.00         | 11,040.00              | -                   | -                 | -          | -          | 2.50 PC                    | 295.00              | 10,745.00              |
| Unit 3, 95 Riverside Place, Morningside - 2015 Renovation          | 16/11/2017       | -            | 24,380.00         | 22,810.00              | -                   | -                 | -          | -          | 2.50 PC                    | 610.00              | 22,200.00              |
| Unit 3, 95 Riverside Place, Morningside - 2014 Renovation (2)      | 16/11/2017       | -            | 14,600.00         | 13,660.00              | -                   | -                 | -          | -          | 2.50 PC                    | 365.00              | 13,295.00              |
|  |                  |              | <b>497,558.00</b> | <b>481,276.00</b>      |                     |                   |            |            |                            | <b>6,323.00</b>     | <b>474,953.00</b>      |
| <b>Furniture &amp; Fittings</b>                                    |                  |              |                   |                        |                     |                   |            |            |                            |                     |                        |
| Light Fittings   | 16/11/2017       | -            | 118.00            | 61.00                  | -                   | -                 | -          | -          | 100.00 DV                  | 61.00               | -                      |
| Security System  | 16/11/2017       | -            | 622.00            | 321.00                 | -                   | -                 | -          | -          | 100.00 DV                  | 321.00              | -                      |
| Fire Extinguisher  | 16/11/2017       | -            | 26.00             | 13.00                  | -                   | -                 | -          | -          | 100.00 DV                  | 13.00               | -                      |
| Smoke Detector   | 16/11/2017       | -            | 22.00             | 12.00                  | -                   | -                 | -          | -          | 100.00 DV                  | 12.00               | -                      |
| Smoke Detector   | 16/11/2017       | -            | 57.00             | 29.00                  | -                   | -                 | -          | -          | 100.00 DV                  | 29.00               | -                      |
| Carpet   | 16/11/2017       | -            | 1,392.00          | 720.00                 | -                   | -                 | -          | -          | 22.50 DV                   | 162.00              | 558.00                 |
| Carpet   | 16/11/2017       | -            | 471.00            | 243.00                 | -                   | -                 | -          | -          | 22.50 DV                   | 55.00               | 188.00                 |
| Carpet   | 16/11/2017       | -            | 1,754.00          | 906.00                 | -                   | -                 | -          | -          | 22.50 DV                   | 204.00              | 702.00                 |
| Floating Vinyl/Timber Floor  | 16/11/2017       | -            | 1,183.00          | 611.00                 | -                   | -                 | -          | -          | 22.50 DV                   | 137.00              | 474.00                 |
| Vinyl Floor  | 16/11/2017       | -            | 1,516.00          | 783.00                 | -                   | -                 | -          | -          | 22.50 DV                   | 176.00              | 607.00                 |

The accompanying notes form part of these financial statements.

These statements should be read in conjunction with the attached compilation report of Herron Accountants.

# Match Cheter Partnership

ABN: 30 410 138 934

## Taxation schedule of property, plant and equipment

For the year ended 30 June 2021

| Asset<br>Description         | Acquisition<br>Date | Private<br>Use% | Original<br>Cost  | Opening<br>Adjusted<br>Value | -----Disposals----- |                      |            |            | -----Decline in value----- |                        | Closing<br>Adjusted<br>Value |
|------------------------------|---------------------|-----------------|-------------------|------------------------------|---------------------|----------------------|------------|------------|----------------------------|------------------------|------------------------------|
|                              |                     |                 |                   |                              | Disposal<br>Date    | Termination<br>Value | Assessable | Deductible | Effective<br>Life or %     | Depreciation<br>Amount |                              |
| Hot Water Service            | 16/11/2017          | -               | 220.00            | 114.00                       | -                   | -                    | -          | -          | 22.50 DV                   | 26.00                  | 88.00                        |
| Air Conditioning - Wall Unit | 16/11/2017          | -               | 98.00             | 50.00                        | -                   | -                    | -          | -          | 100.00 DV                  | 50.00                  | -                            |
| Air Conditioning Central     | 16/11/2017          | -               | 5,020.00          | 2,593.00                     | -                   | -                    | -          | -          | 22.50 DV                   | 584.00                 | 2,009.00                     |
| Mechanical Door Cloers       | 16/11/2017          | -               | 33.00             | 17.00                        | -                   | -                    | -          | -          | 100.00 DV                  | 17.00                  | -                            |
| Mechanical Ventilation       | 16/11/2017          | -               | 830.00            | 429.00                       | -                   | -                    | -          | -          | 22.50 DV                   | 96.00                  | 333.00                       |
| Split System                 | 16/11/2017          | -               | 1,754.00          | 906.00                       | -                   | -                    | -          | -          | 22.50 DV                   | 204.00                 | 702.00                       |
| Split System                 | 16/11/2017          | -               | 422.00            | 217.00                       | -                   | -                    | -          | -          | 22.50 DV                   | 49.00                  | 168.00                       |
| Blinds & Venetians           | 16/11/2017          | -               | 304.00            | 157.00                       | -                   | -                    | -          | -          | 22.50 DV                   | 35.00                  | 122.00                       |
|                              |                     |                 | <b>15,842.00</b>  | <b>8,182.00</b>              |                     |                      | -          | -          |                            | <b>2,231.00</b>        | <b>5,951.00</b>              |
| <b>Grand Total</b>           |                     |                 | <b>513,400.00</b> | <b>489,458.00</b>            |                     |                      | -          | -          |                            | <b>8,554.00</b>        | <b>480,904.00</b>            |

The accompanying notes form part of these financial statements.

These statements should be read in conjunction with the attached compilation report of Herron Accountants.

# Match Cheter Partnership

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**ABN: 30 410 138 934**

## Partners' statement

The partners have determined that the partnership is not a reporting entity and that this special purpose financial report should be prepared in accordance with the accounting policies described in Note 2 to the financial statements.

The partners declare that:

1. The financial statements and notes present fairly the partnership's financial position as at 30 June 2021 and its performance for the year ended on that date in accordance with the accounting policies outlined in Note 2 to the financial statements; and
2. In the partners' opinion there are reasonable grounds to believe that the partnership will be able to pay its debts as and when they become due and payable.

This statement is made in accordance with a resolution of the partners.

Partner .....

Leggett Retirement Fund, The

Partner .....

Match Super Fund, The

Dated

# Match Cheter Partnership

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**ABN: 30 410 138 934**

## Compilation report

I have compiled the accompanying special purpose financial statements of Match Cheter Partnership which comprise the balance sheet as at 30 June 2021, and the income statement for the year then ended, a summary of significant accounting policies and other explanatory notes. The specific purpose for which the special purpose financial statements have been prepared is set out in the notes to the accounts.

### *The responsibility of the partners*

The partners are solely responsible for the information contained in the special purpose financial statements, the reliability, accuracy and completeness of the information and for the determination that the basis of accounting used is appropriate to meet their needs and for the purpose that the financial statements were prepared.

### *My responsibility*

On the basis of information provided by the partners, I have compiled the accompanying special purpose financial statements in accordance with the basis of accounting as described in the notes to the financial statements and APES 315: Compilation of Financial Information.

I have applied my expertise in accounting and financial reporting to compile these financial statements in accordance with the basis of accounting described in the notes to the financial statements. I have complied with the relevant ethical requirements of APES 110 Code of Ethics for Professional Accountants.

### *Assurance disclaimer*

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

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

Firm                      Herron Accountants

Address                Unit 1, 48 Flinders Pde  
                              NORTH LAKES, QLD, 4509

Date

Signed                 .....

Mark Herron



# The Leggett Retirement Fund

## Contributions Breakdown Report

For The Period 01 July 2020 - 30 June 2021

### Summary

| Member               | D.O.B      | Age<br>(at 30/06/2020) | Total Super Balance<br>(at 30/06/2020) *1 | Concessional     | Non-Concessional | Other       | Reserves    | Total            |
|----------------------|------------|------------------------|---|------------------|------------------|-------------|-------------|------------------|
| Leggett, Cheryl Ann  | 14/02/1964 | 56                     | 357,988.10                                | 29,185.95        | 0.00             | 0.00        | 0.00        | 29,185.95        |
| Leggett, Peter David | 16/03/1962 | 58                     | 354,428.87                                | 29,890.95        | 0.00             | 0.00        | 0.00        | 29,890.95        |
| <b>All Members</b>   |            |                        |   | <b>59,076.90</b> | <b>0.00</b>      | <b>0.00</b> | <b>0.00</b> | <b>59,076.90</b> |

\*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     |
|----------------------|--|---------------|------------|----------------------|
| Leggett, Cheryl Ann  | Concessional<br>(5 year carry forward cap available) | 29,185.95     | 75,000.00  | 45,814.05 Below Cap  |
|                      | Non-Concessional                                     | 0.00          | 100,000.00 | 100,000.00 Below Cap |
| Leggett, Peter David | Concessional<br>(5 year carry forward cap available) | 29,890.95     | 75,000.00  | 45,109.05 Below Cap  |
|                      | Non-Concessional                                     | 0.00          | 100,000.00 | 100,000.00 Below Cap |

### Carry Forward Unused Concessional Contribution Cap

| Member                           | 2016      | 2017      | 2018       | 2019       | 2020       | 2021       | Current Position    |
|----------------------------------|-----------|-----------|------------|------------|------------|------------|---------------------|
| Leggett, Cheryl Ann              |           |           |            |            |            |            |                     |
| Concessional Contribution Cap    | 35,000.00 | 35,000.00 | 25,000.00  | 25,000.00  | 25,000.00  | 25,000.00  |                     |
| Concessional Contribution        | 0.00      | 0.00      | 0.00       | 0.00       | 0.00       | 29,185.95  |                     |
| Unused Concessional Contribution | 0.00      | 0.00      | 0.00       | 25,000.00  | 25,000.00  | 0.00       |                     |
| Cumulative Carry Forward Unused  | N/A       | N/A       | N/A        | 0.00       | 25,000.00  | 50,000.00  |                     |
| Maximum Cap Available            | 35,000.00 | 35,000.00 | 25,000.00  | 25,000.00  | 50,000.00  | 75,000.00  | 45,814.05 Below Cap |
| Total Super Balance              | 0.00      | 0.00      | 257,647.25 | 292,412.27 | 326,801.86 | 357,988.10 |                     |

Leggett, Peter David

|                                  |           |           |            |            |            |           |            |
|----------------------------------|-----------|-----------|------------|------------|------------|-----------|------------|
| Concessional Contribution Cap    | 35,000.00 | 35,000.00 | 25,000.00  | 25,000.00  | 25,000.00  | 25,000.00 |            |
| Concessional Contribution        | 0.00      | 0.00      | 0.00       | 0.00       | 0.00       | 0.00      | 29,890.95  |
| Unused Concessional Contribution | 0.00      | 0.00      | 0.00       | 25,000.00  | 25,000.00  |           | 0.00       |
| Cumulative Carry Forward Unused  | N/A       | N/A       | N/A        | 0.00       | 25,000.00  |           | 50,000.00  |
| Maximum Cap Available            | 35,000.00 | 35,000.00 | 25,000.00  | 25,000.00  | 50,000.00  |           | 75,000.00  |
| Total Super Balance              | 0.00      | 0.00      | 254,438.24 | 289,086.24 | 323,329.12 |           | 354,428.87 |

45,109.05 Below Cap

**NCC Bring Forward Caps**

| Member               | Bring Forward Cap | 2018 | 2019 | 2020 | 2021 | Total | Current Position            |
|----------------------|-------------------|------|------|------|------|-------|-----------------------------|
| Leggett, Cheryl Ann  | N/A               | 0.00 | 0.00 | 0.00 | 0.00 | N/A   | Bring Forward Not Triggered |
| Leggett, Peter David | N/A               | 0.00 | 0.00 | 0.00 | 0.00 | N/A   | Bring Forward Not Triggered |

**Leggett, Cheryl Ann**

| Date                               | Transaction Description | Ledger Data       |                  |                |             | SuperStream Data |              |          |              |             |             |
|------------------------------------|-------------------------|-------------------|------------------|----------------|-------------|------------------|--------------|----------|--------------|-------------|-------------|
|                                    |                         | Contribution Type | Concessional     | Non-Concession | Other       | Reserves         | Contribution | Employer | Concessional | Non-Concess | Other       |
| 01/07/2020                         |                         | Employer          | 1,860.57         |                |             |                  |              |          |              |             |             |
| 12/08/2020                         |                         | Employer          | 3,355.38         |                |             |                  |              |          |              |             |             |
| 09/09/2020                         |                         | Employer          | 2,820.00         |                |             |                  |              |          |              |             |             |
| 19/10/2020                         |                         | Employer          | 2,820.00         |                |             |                  |              |          |              |             |             |
| 09/11/2020                         |                         | Employer          | 3,525.00         |                |             |                  |              |          |              |             |             |
| 08/12/2020                         |                         | Employer          | 2,820.00         |                |             |                  |              |          |              |             |             |
| 14/01/2021                         |                         | Employer          | 3,525.00         |                |             |                  |              |          |              |             |             |
| 09/02/2021                         |                         | Employer          | 2,820.00         |                |             |                  |              |          |              |             |             |
| 08/03/2021                         |                         | Employer          | 2,820.00         |                |             |                  |              |          |              |             |             |
| 13/04/2021                         |                         | Employer          | 2,820.00         |                |             |                  |              |          |              |             |             |
| <b>Total - Leggett, Cheryl Ann</b> |                         |                   | <b>29,185.95</b> | <b>0.00</b>    | <b>0.00</b> | <b>0.00</b>      |              |          | <b>0.00</b>  | <b>0.00</b> | <b>0.00</b> |

**Leggett, Peter David**

| Date                                | Transaction Description | Ledger Data       |                  |                |             | SuperStream Data |              |          |              |             |             |
|-------------------------------------|-------------------------|-------------------|------------------|----------------|-------------|------------------|--------------|----------|--------------|-------------|-------------|
|                                     |                         | Contribution Type | Concessional     | Non-Concession | Other       | Reserves         | Contribution | Employer | Concessional | Non-Concess | Other       |
| 01/07/2020                          |                         | Employer          | 1,860.57         |                |             |                  |              |          |              |             |             |
| 12/08/2020                          |                         | Employer          | 3,355.38         |                |             |                  |              |          |              |             |             |
| 09/09/2020                          |                         | Employer          | 2,820.00         |                |             |                  |              |          |              |             |             |
| 19/10/2020                          |                         | Employer          | 2,820.00         |                |             |                  |              |          |              |             |             |
| 09/11/2020                          |                         | Employer          | 4,230.00         |                |             |                  |              |          |              |             |             |
| 08/12/2020                          |                         | Employer          | 2,820.00         |                |             |                  |              |          |              |             |             |
| 14/01/2021                          |                         | Employer          | 3,525.00         |                |             |                  |              |          |              |             |             |
| 09/02/2021                          |                         | Employer          | 2,820.00         |                |             |                  |              |          |              |             |             |
| 08/03/2021                          |                         | Employer          | 2,820.00         |                |             |                  |              |          |              |             |             |
| 13/04/2021                          |                         | Employer          | 2,820.00         |                |             |                  |              |          |              |             |             |
| <b>Total - Leggett, Peter David</b> |                         |                   | <b>29,890.95</b> | <b>0.00</b>    | <b>0.00</b> | <b>0.00</b>      |              |          | <b>0.00</b>  | <b>0.00</b> | <b>0.00</b> |
| <b>Total for All Members</b>        |                         |                   | <b>59,076.90</b> | <b>0.00</b>    | <b>0.00</b> | <b>0.00</b>      |              |          |              |             |             |



## Carry forward concessional contributions

### Decisions made with this information can have tax consequences.

The contributions data that appears on this screen has been reported to us by your client's super fund (or funds), and we have determined them to be concessional contributions.

Your client's [total superannuation balance](#) affects their [unused concessional contributions cap](#).

Financial year

2020-21



**⊖ Your client has no unused concessional contributions cap**

|   |               |
|---|---------------|
| Total carry forward concessional contributions cap                      | \$50,000.00   |
| Concessional contributions counting towards your client's cap           | \$51,593.71   |
| <b>Unused concessional contributions cap available to carry forward</b> | <b>\$0.00</b> |

### Key messages:

- > If your client's Total superannuation balance is:
  - > less than \$500,000 on 30 June of the previous financial year, they are eligible to carry forward their unused concessional contributions.
  - > \$500,000 or more on 30 June of the previous financial year, they are not eligible to carry forward their unused concessional contributions.
- > If your client makes concessional contributions in excess of their annual cap for the current year, they may be able to use their carry forward amounts (if they meet the eligibility criteria).
- > Concessional contributions made to a self-managed super fund will not be displayed until reported to us in the annual return.
- > Refer your client to their own records or contact their fund (or funds) (after 31 October) to obtain more up-to-date information. You may also like to recommend they seek professional advice.

| Financial year period   | Concessional contributions cap | Contributions counting towards your client's cap | Unused concessional contributions cap |
|-------------------------|--------------------------------|--|---------------------------------------|
| 01/07/2019 - 30/06/2020 | \$25,000.00                    | \$26,855.71                                      | \$0.00                                |
| 01/07/2018 - 30/06/2019 | \$25,000.00                    | \$24,738.00                                      | \$0.00                                |

Data last updated **18 July 2021**



## Carry forward concessional contributions

### Decisions made with this information can have tax consequences.

The contributions data that appears on this screen has been reported to us by your client's super fund (or funds), and we have determined them to be concessional contributions.

Your client's [total superannuation balance](#) affects their [unused concessional contributions cap](#).

Financial year

2020-21



**⊖ Your client has no unused concessional contributions cap**

|   |               |
|---|---------------|
| Total carry forward concessional contributions cap                      | \$50,000.00   |
| Concessional contributions counting towards your client's cap           | \$51,593.71   |
| <b>Unused concessional contributions cap available to carry forward</b> | <b>\$0.00</b> |

### Key messages:

- > If your client's Total superannuation balance is:
  - > less than \$500,000 on 30 June of the previous financial year, they are eligible to carry forward their unused concessional contributions.
  - > \$500,000 or more on 30 June of the previous financial year, they are not eligible to carry forward their unused concessional contributions.
- > If your client makes concessional contributions in excess of their annual cap for the current year, they may be able to use their carry forward amounts (if they meet the eligibility criteria).
- > Concessional contributions made to a self-managed super fund will not be displayed until reported to us in the annual return.
- > Refer your client to their own records or contact their fund (or funds) (after 31 October) to obtain more up-to-date information. You may also like to recommend they seek professional advice.

| Financial year period   | Concessional contributions cap | Contributions counting towards your client's cap | Unused concessional contributions cap |
|-------------------------|--------------------------------|--|---------------------------------------|
| 01/07/2019 - 30/06/2020 | \$25,000.00                    | \$26,855.71                                      | \$0.00                                |
| 01/07/2018 - 30/06/2019 | \$25,000.00                    | \$24,738.00                                      | \$0.00                                |

Data last updated **18 July 2021**

**Payroll Activity [Summary]**

01/07/2020 To 30/06/2021

ABN: 11 074 257 828

Email: cheryl@internationalscreensupplies.com.au

| Employee                   | Wages                 | Deductions         | Taxes               | Net Pay               | Expenses            |
|----------------------------|-----------------------|--------------------|---------------------|-----------------------|---------------------|
| BARNES, Gary               | \$55,275.35           | \$0.00             | \$9,945.35          | \$45,330.00           | \$4,888.28          |
| BARRETT, Hayden            | \$6,938.72            | \$0.00             | \$867.72            | \$6,071.00            | \$625.38            |
| BARRY, Mark                | \$1,022.40            | \$0.00             | \$109.40            | \$913.00              | \$79.80             |
| BOND, Chris                | \$67,259.24           | \$0.00             | \$14,078.24         | \$53,181.00           | \$8,694.29          |
| CAMPBELL, Kahlia           | \$65,917.49           | \$0.00             | \$15,869.49         | \$50,048.00           | \$6,136.32          |
| CAVANOUGH, Desmond         | \$58,910.74           | \$6,810.95         | \$11,520.79         | \$40,579.00           | \$5,140.56          |
| COLLINS, Louis             | \$17,240.51           | \$0.00             | \$2,760.51          | \$14,480.00           | \$1,429.84          |
| COLLINS, Michael           | \$64,568.30           | \$0.00             | \$13,166.30         | \$51,402.00           | \$5,986.10          |
| COOPER, Adrianus           | \$50,742.46           | \$0.00             | \$8,593.46          | \$42,149.00           | \$4,366.14          |
| DAVIS, Adrian              | \$52,493.00           | \$506.00           | \$9,029.00          | \$42,958.00           | \$4,585.04          |
| DAVIS, Joseph              | \$56,424.84           | \$17.05            | \$10,398.79         | \$46,009.00           | \$5,033.73          |
| DOHNT, Reuben              | \$60,974.61           | \$506.00           | \$11,936.61         | \$48,532.00           | \$5,263.72          |
| EDWARDS, Dianne            | \$48,211.43           | \$0.00             | \$8,328.43          | \$39,883.00           | \$4,445.34          |
| FREEBAIRN, Mark            | \$57,339.87           | \$2,494.40         | \$10,676.47         | \$44,169.00           | \$5,383.34          |
| GARLAND, Allan             | \$54,731.24           | \$0.00             | \$9,709.24          | \$45,022.00           | \$4,923.30          |
| JASCHKE, Henry             | \$64,661.51           | \$0.00             | \$13,963.51         | \$50,698.00           | \$5,000.91          |
| JOHNSON, Damien            | \$2,325.91            | \$0.00             | \$328.91            | \$1,997.00            | \$219.28            |
| KAUFFMANN, Sascha          | \$40,353.14           | \$29.40            | \$7,658.74          | \$32,665.00           | \$3,644.08          |
| LAYT, Jason                | \$57,179.62           | \$0.00             | \$10,603.62         | \$46,576.00           | \$4,941.17          |
| LEGGETT, Ben               | \$102,922.27          | \$0.00             | \$26,815.27         | \$76,107.00           | \$8,609.69          |
| LEGGETT, Bonnie            | \$40,638.00           | \$0.00             | \$5,198.00          | \$35,440.00           | \$3,860.48          |
| LEGGETT, Cheryl            | \$247,969.24          | \$0.00             | \$87,553.24         | \$160,416.00          | \$27,325.38         |
| LEGGETT, Peter             | \$247,969.24          | \$0.00             | \$87,600.24         | \$160,369.00          | \$28,030.38         |
| MAKUARE, Tauri             | \$63,793.31           | \$147.60           | \$12,929.71         | \$50,716.00           | \$5,808.10          |
| MESSER, Mitchell           | \$53,514.76           | \$0.00             | \$9,331.76          | \$44,183.00           | \$4,909.94          |
| NORRIS, David              | \$63,901.80           | \$0.00             | \$12,996.80         | \$50,905.00           | \$5,759.73          |
| POUZET, Jean Charles       | \$182.40              | \$0.00             | \$0.40              | \$182.00              | \$0.00              |
| RIGHETTI, Ryan             | \$6,876.60            | \$0.00             | \$966.60            | \$5,910.00            | \$591.57            |
| RUSSELL, Christopher James | \$182.40              | \$20.00            | \$0.40              | \$162.00              | \$0.00              |
| SHELLEY, Mathew            | \$45,037.54           | \$34.10            | \$8,447.44          | \$36,556.00           | \$4,087.64          |
| SIMPSON, Thomas            | \$52,298.72           | \$133.35           | \$8,925.37          | \$43,240.00           | \$4,512.84          |
| SMITH, Karen               | \$82,777.74           | \$2,150.00         | \$20,220.74         | \$60,407.00           | \$7,819.03          |
| SYMES, Kerry               | \$108,566.04          | \$0.00             | \$34,992.04         | \$73,574.00           | \$10,132.57         |
| USHER, Brian               | \$86,229.83           | \$2,650.00         | \$19,571.83         | \$64,008.00           | \$11,209.87         |
| USHER, Dennis              | \$61,679.68           | \$0.00             | \$12,404.68         | \$49,275.00           | \$5,390.04          |
| VAN INGEN, Peter           | \$50,795.12           | \$0.00             | \$8,417.12          | \$42,378.00           | \$4,495.51          |
| WARNER, Oswald             | \$45,501.11           | \$0.00             | \$7,452.11          | \$38,049.00           | \$4,018.76          |
| WARNER, William            | \$50,140.26           | \$138.48           | \$8,442.78          | \$41,559.00           | \$4,539.32          |
| <b>Total:</b>              | <b>\$2,293,546.44</b> | <b>\$15,637.33</b> | <b>\$541,811.11</b> | <b>\$1,736,098.00</b> | <b>\$221,887.47</b> |

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Financial Statements and Reports  
for the year ended  
30 June 2020

The Leggett Retirement Fund

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**The Leggett Retirement Fund**  
**Reports Index**

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Investment Summary

Investment Income

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The Leggett Retirement Fund  
**Statement of Financial Position**

As at 30 June 2020

|  | Note | 2020<br>\$        | 2019<br>\$        |
|--|------|-------------------|-------------------|
| <b>Assets</b>  |      |                   |                   |
| <b>Investments</b>   |      |                   |                   |
| Interests in Partnerships (Australian)                                     | 2    | 362,142.01        | 366,775.34        |
| Mortgage Loans (Australian)  | 3    | 150,920.85        | 155,834.95        |
| <b>Total Investments</b>   |      | <u>513,062.86</u> | <u>522,610.29</u> |
| <b>Other Assets</b>  |      |                   |                   |
| Cash at Bank - ANZ   |      | 200,604.11        | 131,830.54        |
| Income Tax Refundable  |      | 702.00            | 0.00              |
| <b>Total Other Assets</b>  |      | <u>201,306.11</u> | <u>131,830.54</u> |
| <b>Total Assets</b>  |      | <u>714,368.97</u> | <u>654,440.83</u> |
| Less:  |      |                   |                   |
| <b>Liabilities</b>   |      |                   |                   |
| Income Tax Payable   |      | 0.00              | 2,716.65          |
| PAYG Payable   |      | 1,952.00          | 0.00              |
| ATO Income Tax Account   |      | 0.00              | 1,593.20          |
| <b>Total Liabilities</b>   |      | <u>1,952.00</u>   | <u>4,309.85</u>   |
| <b>Net assets available to pay benefits</b>                                |      | <u>712,416.97</u> | <u>650,130.98</u> |
| Represented by:  |      |                   |                   |
| <b>Liability for accrued benefits allocated to members' accounts</b>       |      |                   |                   |
|  | 5, 6 |                   |                   |
| Leggett, Peter David - Accumulation  |      | 354,428.87        | 323,329.12        |
| Leggett, Cheryl Ann - Accumulation   |      | 357,988.10        | 326,801.86        |
| <b>Total Liability for accrued benefits allocated to members' accounts</b> |      | <u>712,416.97</u> | <u>650,130.98</u> |

The Leggett Retirement Fund  
**Operating Statement**

For the year ended 30 June 2020

|   | Note | 2020<br>\$       | 2019<br>\$       |
|---|------|------------------|------------------|
| <b>Income</b>   |      |                  |                  |
| <b>Investment Income</b>  |      |                  |                  |
| Interest Received   |      | 6,285.90         | 6,835.64         |
| Partnership Distributions Received                                  |      | 19,866.63        | 23,866.00        |
| <b>Contribution Income</b>  |      |                  |                  |
| Employer Contributions  |      | 53,711.42        | 49,475.48        |
| <b>Total Income</b>   |      | <u>79,863.95</u> | <u>80,177.12</u> |
| <b>Expenses</b>   |      |                  |                  |
| Accountancy Fees  |      | 5,247.00         | 0.00             |
| Administration Costs  |      | 462.00           | 316.00           |
| ATO Supervisory Levy  |      | 518.00           | 259.00           |
| Auditor's Remuneration  |      | 968.00           | 0.00             |
| ASIC Fees   |      | 321.00           | 0.00             |
| Bank Charges  |      | 144.00           | 144.00           |
| Professional Fees   |      | 0.00             | 462.00           |
|   |      | <u>7,660.00</u>  | <u>1,181.00</u>  |
| <b>Total Expenses</b>   |      | <u>7,660.00</u>  | <u>1,181.00</u>  |
| <b>Benefits accrued as a result of operations before income tax</b> |      |                  |                  |
|   |      | <u>72,203.95</u> | <u>78,996.12</u> |
| Income Tax Expense  | 9    | 9,917.96         | 10,363.65        |
| <b>Benefits accrued as a result of operations</b>                   |      | <u>62,285.99</u> | <u>68,632.47</u> |

## The Leggett Retirement Fund

# Notes to the Financial Statements

For the year ended 30 June 2020

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### Note 1: Summary of Significant Accounting Policies

The trustees have prepared the financial statements on the basis that the superannuation fund is a non-reporting entity because 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 accompanying Regulations, the trust deed of the fund and the needs of members.

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

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

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

#### a. Measurement of Investments

The fund initially recognises:

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

Investments of the fund have been measured at their market values, 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 values have 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 are 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.

## The Leggett Retirement Fund

# Notes to the Financial Statements

For the year ended 30 June 2020

### 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 are 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 the investment was 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.

### Note 2: Interests in Partnerships (Australian)

|                                    | 2020<br>\$ | 2019<br>\$ |
|------------------------------------|------------|------------|
| Equity in Match Cheter Partnership | 0.00       | 366,775.34 |
| MATCH CHETER PARTNERSHIP           | 362,142.01 | 0.00       |
|                                    | 362,142.01 | 366,775.34 |

### Note 3: Mortgage Loans (Australian)

|                                    | 2020<br>\$ | 2019<br>\$ |
|------------------------------------|------------|------------|
| Loan - Aussea Resources Pty Ltd    | 50,000.00  | 50,000.00  |
| Loan - D Stead                     | 50,920.85  | 55,834.95  |
| Loan - Theta International Pty Ltd | 50,000.00  | 50,000.00  |
|                                    | 150,920.85 | 155,834.95 |

## The Leggett Retirement Fund

# Notes to the Financial Statements

For the year ended 30 June 2020

### Note 5: Liability for Accrued Benefits

|   | 2020<br>\$ | 2019<br>\$ |
|---|------------|------------|
| Liability for accrued benefits at beginning of year | 650,130.98 | 581,498.51 |
| Benefits accrued as a result of operations          | 62,285.95  | 68,632.47  |
| Current year member movements                       | 0.04       | 0.00       |
| Liability for accrued benefits at end of year       | 712,416.97 | 650,130.98 |

### Note 6: Vested Benefits

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

|                 | 2020<br>\$ | 2019<br>\$ |
|-----------------|------------|------------|
| Vested Benefits | 712,416.97 | 650,130.98 |

### Note 7: Guaranteed Benefits

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

### Note 8: Changes in Market Values Unrealised Movements in Market Value

|   | 2020<br>\$  | 2019<br>\$  |
|---|-------------|-------------|
| <b>Interests in Partnerships (Australian)</b> |             |             |
| Equity in Match Cheter Partnership            | 19,090.66   | (24,266.66) |
| MATCH CHETER PARTNERSHIP                      | (14,457.33) | 0.00        |
|   | 4,633.33    | (24,266.66) |
| <b>Mortgage Loans (Australian)</b>            |             |             |
| Loan - D Stead                                | 0.00        | (3,764.36)  |
| Loan - DJ Silvester                           | 0.00        | 56,503.38   |
|   | 0.00        | 52,739.02   |

### Other Assets

## The Leggett Retirement Fund

# Notes to the Financial Statements

For the year ended 30 June 2020

|   |             |             |
|---|-------------|-------------|
| MATCH CHETER PARTNERSHIP                  | (4,633.33)  | 0.00        |
|   | (4,633.33)  | 0.00        |
| <b>Total Unrealised Movement</b>          | 0.00        | 28,472.36   |
| <b>Realised Movements in Market Value</b> |             |             |
|   | <b>2020</b> | <b>2019</b> |
|   | <b>\$</b>   | <b>\$</b>   |
| <b>Total Realised Movement</b>            | 0.00        | 0.00        |
| <b>Total Market Movement</b>              | 0.00        | 28,472.36   |

### Note 9: Income Tax Expense

|  | <b>2020</b> | <b>2019</b> |
|--|-------------|-------------|
|  | <b>\$</b>   | <b>\$</b>   |
| The components of tax expense comprise         |             |             |
| Current Tax                                    | 9,918.00    | 10,363.65   |
| Prior Year Over/Under Provision for Income Tax | (0.04)      | 0.00        |
| Income Tax Expense                             | 9,917.96    | 10,363.65   |

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

|  |           |            |
|--|-----------|------------|
| Prima facie tax payable on benefits accrued before income tax at 15% | 10,830.59 | 11,849.40  |
| Less:  |           |            |
| Tax effect of:   |           |            |
| Accounting Trust Distributions                                       | 2,979.99  | 0.00       |
| Add:   |           |            |
| Tax effect of:   |           |            |
| Taxable Trust Distributions  | 2,067.60  | 0.00       |
| Tax Adjustment - Other   | 0.00      | (1,485.75) |
| Rounding   | (0.20)    | 0.00       |
| Income Tax on Taxable Income or Loss                                 | 9,918.00  | 10,363.65  |
| Less credits:  |           |            |
| Other Adjustments  |           | 10,196.00  |

**The Leggett Retirement Fund**

**Notes to the Financial Statements**

For the year ended 30 June 2020

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|                       |          |           |
|-----------------------|----------|-----------|
| Current Tax or Refund | 9,918.00 | 10,363.65 |
|-----------------------|----------|-----------|

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**The Leggett Retirement Fund**  
**Cheter Investments Pty Ltd ACN: 145263485**  
**Trustees Declaration**


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

In the opinion of the directors of the trustee company:

- (i) the financial statements and notes to the financial statements for the year ended 30 June 2020 present fairly, in all material respects, the financial position of the superannuation fund at 30 June 2020 and the results of its operations for the year then ended 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 2020.

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

.....   
Peter David Leggett  
Cheter Investments Pty Ltd  
Director

.....   
Cheryl Ann Leggett  
Cheter Investments Pty Ltd  
Director

Dated this 28<sup>th</sup> day of May 2021



# The Leggett Retirement Fund

## Compilation Report

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We have compiled the accompanying special purpose financial statements of the The Leggett Retirement Fund which comprise the statement of financial position as at 30/06/2020 the operating statement for the year then ended, a summary of significant accounting policies and other explanatory notes. The specific purpose for which the special purpose financial statements have been prepared is set out in Note 1 to the financial statements.

### **The Responsibility of the Trustee**

The Trustee of The Leggett Retirement Fund are solely responsible for the information contained in the special purpose financial statements, the reliability, accuracy and completeness of the information and for the determination that the financial reporting framework used is appropriate to meet their needs and for the purpose that the financial statements were prepared.

### **Our Responsibility**

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

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

### **Assurance Disclaimer**

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

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

Ascendia Accountants (Noosa) Pty Ltd

of

PO Box 521  
Noosa Heads QLD 4567

Dated: 28/05/2021

The Leggett Retirement Fund  
**Statement of Taxable Income**

For the year ended 30 June 2020

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|  | <b>2020</b>      |
|--|------------------|
|  | <b>\$</b>        |
| Benefits accrued as a result of operations | 72,203.95        |
| <b>Less</b>                                |                  |
| Accounting Trust Distributions             | 19,866.63        |
|  | <u>19,866.63</u> |
| <b>Add</b>                                 |                  |
| Taxable Trust Distributions                | 13,784.00        |
|  | <u>13,784.00</u> |
| SMSF Annual Return Rounding                | (1.32)           |
|  | <u>66,120.00</u> |
| <b>Taxable Income or Loss</b>              | <u>66,120.00</u> |
| Income Tax on Taxable Income or Loss       | 9,918.00         |
|  | <u>9,918.00</u>  |
| <b>CURRENT TAX OR REFUND</b>               | <u>9,918.00</u>  |
| Supervisory Levy                           | 259.00           |
| Income Tax Instalments Paid                | (10,879.00)      |
|  | <u>(702.00)</u>  |
| <b>AMOUNT DUE OR REFUNDABLE</b>            | <u>(702.00)</u>  |

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# The Leggett Retirement Fund Members Statement

Peter David Leggett  
31 Cabrera Crescent  
Beerwah, Queensland, 4519, Australia

## Your Details

|                            |                    |                         |            |
|----------------------------|--------------------|-------------------------|------------|
| Date of Birth :            | Provided           | Nominated Beneficiaries | N/A        |
| Age:                       | 58                 | Vested Benefits         | 354,428.87 |
| Tax File Number:           | Provided           |                         |            |
| Date Joined Fund:          | 16/07/2010         |                         |            |
| Service Period Start Date: | 11/05/1984         |                         |            |
| Date Left Fund:            |                    |                         |            |
| Member Code:               | LEGPET00001A       |                         |            |
| Account Start Date         | 16/07/2010         |                         |            |
| Account Phase:             | Accumulation Phase |                         |            |
| Account Description:       | Accumulation       |                         |            |

## Your Balance

Total Benefits 354,428.87

### Preservation Components

Preserved 354,428.87

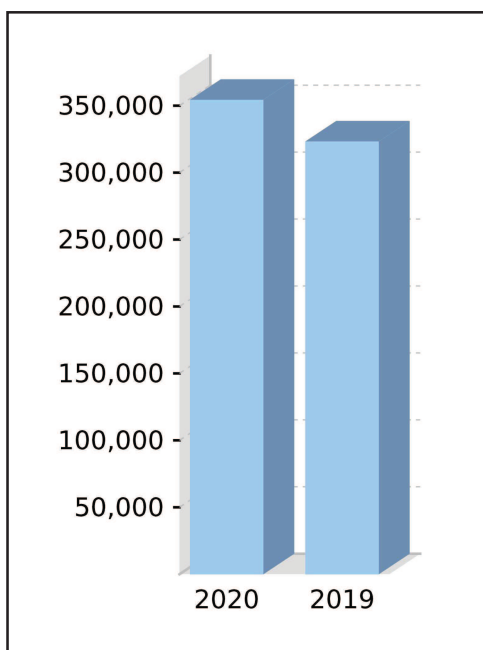
Unrestricted Non Preserved

Restricted Non Preserved

### Tax Components

Tax Free 23,229.83

Taxable 331,199.04



## Your Detailed Account Summary

|  | This Year  | Last Year  |
|--|------------|------------|
| Opening balance at 01/07/2019                        | 323,329.12 | 289,086.24 |
| <u>Increases to Member account during the period</u> |            |            |
| Employer Contributions                               | 26,855.71  | 24,737.74  |
| Personal Contributions (Concessional)                |            |            |
| Personal Contributions (Non Concessional)            |            |            |
| Government Co-Contributions                          |            |            |
| Other Contributions                                  |            |            |
| Proceeds of Insurance Policies                       |            |            |
| Transfers In   |            |            |
| Net Earnings   | 9,198.18   | 14,678.84  |
| Internal Transfer In                                 |            |            |
| <u>Decreases to Member account during the period</u> |            |            |
| Pensions Paid  |            |            |
| Contributions Tax                                    | 4,028.39   | 3,710.66   |
| Income Tax   | 925.75     | 1,463.04   |
| 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 30/06/2020                        | 354,428.87 | 323,329.12 |

# The Leggett Retirement Fund

## Members Statement

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### Trustee's Disclaimer

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

Signed by all the trustees of the fund

Peter David Leggett  
Director



Cheryl Ann Leggett  
Director



# The Leggett Retirement Fund Members Statement

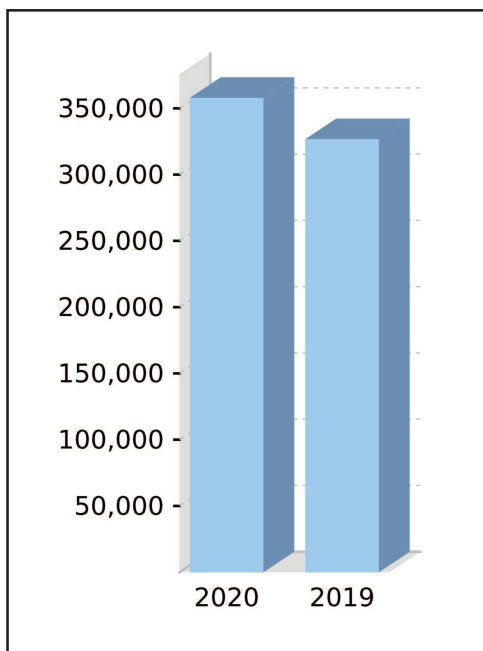
Cheryl Ann Leggett  
31 Cabrera Crescent  
Beerwah, Queensland, 4519, Australia

## Your Details

|                            |                    |                         |            |
|----------------------------|--------------------|-------------------------|------------|
| Date of Birth :            | Provided           | Nominated Beneficiaries | N/A        |
| Age:                       | 56                 | Vested Benefits         | 357,988.10 |
| Tax File Number:           | Provided           |                         |            |
| Date Joined Fund:          | 16/07/2010         |                         |            |
| Service Period Start Date: | 29/01/1990         |                         |            |
| Date Left Fund:            |                    |                         |            |
| Member Code:               | LEGCHE00001A       |                         |            |
| Account Start Date         | 16/07/2010         |                         |            |
| Account Phase:             | Accumulation Phase |                         |            |
| Account Description:       | Accumulation       |                         |            |

## Your Balance

|                                |            |
|--------------------------------|------------|
| <b>Total Benefits</b>          | 357,988.10 |
| <u>Preservation Components</u> |            |
| Preserved                      | 357,988.10 |
| Unrestricted Non Preserved     |            |
| Restricted Non Preserved       |            |
| <u>Tax Components</u>          |            |
| Tax Free                       | 22,444.76  |
| Taxable                        | 335,543.34 |



## Your Detailed Account Summary

|  | This Year  | Last Year  |
|--|------------|------------|
| Opening balance at 01/07/2019                        | 326,801.86 | 292,412.27 |
| <u>Increases to Member account during the period</u> |            |            |
| Employer Contributions                               | 26,855.71  | 24,737.74  |
| Personal Contributions (Concessional)                |            |            |
| Personal Contributions (Non Concessional)            |            |            |
| Government Co-Contributions                          |            |            |
| Other Contributions                                  |            |            |
| Proceeds of Insurance Policies                       |            |            |
| Transfers In   |            |            |
| Net Earnings   | 9,294.35   | 14,841.80  |
| Internal Transfer In                                 |            |            |
| <u>Decreases to Member account during the period</u> |            |            |
| Pensions Paid  |            |            |
| Contributions Tax                                    | 4,028.39   | 3,710.66   |
| Income Tax   | 935.43     | 1,479.29   |
| 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 30/06/2020                        | 357,988.10 | 326,801.86 |

# The Leggett Retirement Fund

## Members Statement


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### Trustee's Disclaimer


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

Signed by all the trustees of the fund

Peter David Leggett  
Director

A yellow rectangular button with a red border, containing a red arrow pointing left and the text "SIGN HERE" in red.

Cheryl Ann Leggett  
Director

A yellow rectangular button with a red border, containing a red arrow pointing left and the text "SIGN HERE" in red.

The Leggett Retirement Fund  
**Members Summary Report**

As at 30 June 2020

|                                      | Increases         |                  |              |                  | Decreases          |               |                   |                 | Closing Balance |                              |                    |                   |
|--------------------------------------|-------------------|------------------|--------------|------------------|--------------------|---------------|-------------------|-----------------|-----------------|------------------------------|--------------------|-------------------|
|                                      | Opening Balance   | Contributions    | Transfers In | Net Earnings     | Insurance Proceeds | Pensions Paid | Contributions Tax | Taxes Paid      |                 | Benefits Paid/ Transfers Out | Insurance Premiums | Member Expenses   |
| <b>Peter David Leggett (Age: 58)</b> |                   |                  |              |                  |                    |               |                   |                 |                 |                              |                    |                   |
| LEGPET00001A - Accumulation          | 323,329.12        | 26,855.71        |              | 9,198.18         |                    |               | 4,028.39          | 925.75          |                 |                              |                    | 354,428.87        |
|                                      | <b>323,329.12</b> | <b>26,855.71</b> |              | <b>9,198.18</b>  |                    |               | <b>4,028.39</b>   | <b>925.75</b>   |                 |                              |                    | <b>354,428.87</b> |
| <b>Cheryl Ann Leggett (Age: 56)</b>  |                   |                  |              |                  |                    |               |                   |                 |                 |                              |                    |                   |
| LEGCHE00001A - Accumulation          | 326,801.86        | 26,855.71        |              | 9,294.35         |                    |               | 4,028.39          | 935.43          |                 |                              |                    | 357,988.10        |
|                                      | <b>326,801.86</b> | <b>26,855.71</b> |              | <b>9,294.35</b>  |                    |               | <b>4,028.39</b>   | <b>935.43</b>   |                 |                              |                    | <b>357,988.10</b> |
|                                      | <b>650,130.98</b> | <b>53,711.42</b> |              | <b>18,492.53</b> |                    |               | <b>8,056.78</b>   | <b>1,861.18</b> |                 |                              |                    | <b>712,416.97</b> |

The Leggett Retirement Fund  
**Investment Summary Report**

As at 30 June 2020

| Investment                                      | Units | Market Price   | Market Value      | Average Cost | Accounting Cost   | Unrealised Gain/(Loss) | Gain/(Loss)%      | Portfolio Weight% |
|---|-------|----------------|-------------------|--------------|-------------------|------------------------|-------------------|-------------------|
| <b>Cash/Bank Accounts</b>                       |       |                |                   |              |                   |                        |                   |                   |
| Cash at Bank - ANZ                              |       | 200,604.110000 | 200,604.11        | 200,604.11   | 200,604.11        |                        |                   | 35.65 %           |
|   |       |                | <b>200,604.11</b> |              | <b>200,604.11</b> |                        | <b>0.00 %</b>     | <b>35.65 %</b>    |
| <b>Interests in Partnerships (Australian)</b>   |       |                |                   |              |                   |                        |                   |                   |
| MATCH MATCH CHESTER PARTNERSHIP                 | 1.00  | 362,142.010000 | 362,142.01        | 376,599.34   | 376,599.34        | (14,457.33)            | (3.84) %          | 64.35 %           |
|   |       |                | <b>362,142.01</b> |              | <b>376,599.34</b> | <b>(14,457.33)</b>     | <b>(3.84) %</b>   | <b>64.35 %</b>    |
| <b>Mortgage Loans (Australian)</b>              |       |                |                   |              |                   |                        |                   |                   |
| LEGGPS_LO Loan - Aussea Resources Pty AN-Ltd    | 1.00  | 0.000000       | 0.00              | 150,000.00   | 150,000.00        | (150,000.00)           | (100.00) %        | 0.00 %            |
| AUSSEARE  |       |                |                   |              |                   |                        |                   |                   |
| LEGGPS_LO Loan - D Stead AN+DSTEAD              | 1.00  | 0.000000       | 0.00              | 60,000.00    | 60,000.00         | (60,000.00)            | (100.00) %        | 0.00 %            |
| LEGGPS_LO Loan - Theta International Pty AN-Ltd | 1.00  | 0.000000       | 0.00              | 50,000.00    | 50,000.00         | (50,000.00)            | (100.00) %        | 0.00 %            |
| THETAINT  |       |                |                   |              |                   |                        |                   |                   |
|   |       |                | <b>0.00</b>       |              | <b>260,000.00</b> | <b>(260,000.00)</b>    | <b>(100.00) %</b> | <b>0.00 %</b>     |
|   |       |                | <b>562,746.12</b> |              | <b>837,203.45</b> | <b>(274,457.33)</b>    | <b>(32.78) %</b>  | <b>100.00 %</b>   |



The Leggett Retirement Fund  
**Investment Income Report**

As at 30 June 2020

| Investment                                    | Total Income     | Franked | Unfranked | Interest/<br>Other | Franking<br>Credits | Foreign<br>Income | Foreign<br>Credits * 1 | Assessable Income<br>(Excl. Capital<br>Gains) * 2 | TFN<br>Credits | Other<br>Deductions | Distributed<br>Capital<br>Gains | Non-<br>Assessable<br>Payments |
|---|------------------|---------|-----------|--------------------|---------------------|-------------------|------------------------|---|----------------|---------------------|---------------------------------|--------------------------------|
| <b>Interest Received</b>                      |                  |         |           |                    |                     |                   |                        |   |                |                     |                                 |                                |
| Loan - D Stead                                | 3,285.90         |         |           | 3,285.90           | 0.00                | 0.00              | 0.00                   | 3,285.90  |                |                     | 0.00                            | 0.00                           |
| Loan - Theta International Pty Ltd            | 3,000.00         |         |           | 3,000.00           | 0.00                | 0.00              | 0.00                   | 3,000.00  |                |                     | 0.00                            | 0.00                           |
|   | <b>6,285.90</b>  |         |           | <b>6,285.90</b>    | <b>0.00</b>         | <b>0.00</b>       | <b>0.00</b>            | <b>6,285.90</b>                                   |                |                     | <b>0.00</b>                     | <b>0.00</b>                    |
| <b>Interests in Partnerships (Australian)</b> |                  |         |           |                    |                     |                   |                        |   |                |                     |                                 |                                |
| MATCH MATCH CHEETER PARTNERSHIP               | 19,866.63        |         |           | 13,784.00          | 0.00                | 0.00              | 0.00                   | 13,784.00   |                | 0.00                | 0.00                            | 6,082.63                       |
|   | <b>19,866.63</b> |         |           | <b>13,784.00</b>   | <b>0.00</b>         | <b>0.00</b>       | <b>0.00</b>            | <b>13,784.00</b>                                  |                | <b>0.00</b>         | <b>0.00</b>                     | <b>6,082.63</b>                |
|   | <b>26,152.53</b> |         |           | <b>20,069.90</b>   | <b>0.00</b>         | <b>0.00</b>       | <b>0.00</b>            | <b>20,069.90</b>                                  |                | <b>0.00</b>         | <b>0.00</b>                     | <b>6,082.63</b>                |

Assessable Income (Excl. Capital Gains) **20,069.90**

Net Capital Gain **0.00**

**Total Assessable Income 20,069.90**

\* 1 Includes foreign credits from foreign capital gains.

\* 2 Assessable Income in the SMSF Annual Return will be different as capital gains and losses from disposals of assets have not been included.  
 For a breakdown of Distributed Capital Gains and Non-Assessable Payments refer to Distributions Reconciliation Report.

## Electronic Lodgment Declaration (SMSF)

This declaration is to be completed where the tax return is to be lodged via an approved ATO electronic channel.

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 disclose it to other government agencies, including personal information about the person authorised to sign the declaration. For information about privacy go to [ato.gov.au/privacy](http://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](http://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 Fund                | Year |
| Provided        | The Leggett Retirement Fund | 2020 |


I authorise my tax agent to electronically transmit this tax return via an approved ATO electronic channel.

### 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:

- All the information provided to the agent for the preparation of this tax return, including any applicable schedules is true and correct; and
- I authorise the agent to lodge this tax return.

|  |  |      |     |
|--|--|------|-----|
| Signature of Partner, Trustee, or Director |  | Date | / / |
|--|--|------|-----|

## 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 an approved ATO electronic channel.

This declaration must be signed by the partner, trustee, director or public officer 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 will be made to the account specified.

|                |                         |                  |        |
|----------------|-------------------------|------------------|--------|
| Account Name   | LEGGETT RETIREMENT FUND |                  |        |
| Account Number | 014524 439600467        | Client Reference | LEGGPS |

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

|           |  |      |     |
|-----------|--|------|-----|
| Signature |  | Date | / / |
|-----------|--|------|-----|

**Tax Agent's Declaration**

**I declare that:**

- I have prepared this tax return in accordance with the information supplied by the partner, trustee, director or public officer
- I have received a declaration made by the entity that the information provided to me for the preparation of this tax return is true and correct; and
- I am authorised by the partner, trustee, director or public officer to lodge this tax return, including any applicable schedules.

**Agent's signature**  **Date**

**Contact name**  **Client Reference**

**Agent's Phone Number**  **Tax Agent Number**

---

Signature as prescribed in tax return

# Self-managed superannuation fund annual return 2020

## Who should complete this annual return?

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

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

## To complete this annual return

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

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

- Place  in ALL applicable boxes.

- ➡ Postal address for annual returns:

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

For example;

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

## Section A: Fund information

1 **Tax file number (TFN)**

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

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

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

The Leggett Retirement Fund

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

4 **Current postal address**

31 Cabrera Crescent

Suburb/town

Beerwah

State/territory

QLD

Postcode

4519

5 **Annual return status**

Is this an amendment to the SMSF's 2020 return?

**A** No  Yes

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

**B** No  Yes

Signature as prescribed in tax return

Tax File Number

918207485

**6 SMSF auditor**

Auditor's name

Title: Mr  Mrs  Miss  Ms  Other 

Family name

Barlow

First given name

David

Other given names

SMSF Auditor Number

100201492

Auditor's phone number

0753431000

Postal address

PO Box 521

Suburb/town

Noosa Heads

State/territory

QLD

Postcode

4567

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

Was Part A of the audit report qualified?

**B** No  Yes 

Was Part B of the audit report qualified?

**C** No  Yes 

If Part B of the audit report was qualified, have the reported issues been rectified?

**D** No  Yes **7 Electronic funds transfer (EFT)**

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

**A Fund's financial institution account details**

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

Fund BSB number Fund account number 

Fund account name

LEGGETT RETIREMENT FUND

I would like my tax refunds made to this account.  Go to C.**B Financial institution account details for tax refunds**

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

BSB number Account number 

Account name

**C Electronic service address alias**

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

AUSPOSTSMSF

Signature as prescribed in tax return

Tax File Number

918207485

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

**9 Was the fund wound up during the income year?**

- No  Yes  If yes, provide the date on which the fund was wound up  Day /  Month /  Year Have all tax lodgment and payment obligations been met? No  Yes

**10 Exempt current pension income**

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

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

No  Go to Section B: Income.Yes  Exempt current pension income amount **A** \$ 

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

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

Did the fund have any other income that was assessable?

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

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

Signature as prescribed in tax return

Tax File Number

**Section B: Income**

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

**11 Income**

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

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

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

Code

Net capital gain **A** \$

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

Gross interest **C** \$

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

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

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

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

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

**Calculation of assessable contributions**

Assessable employer contributions **R1** \$

plus Assessable personal contributions **R2** \$

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

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

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

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

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

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

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

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

**Calculation of non-arm's length income**

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

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

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

\*Other income **S** \$  Code

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

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

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

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

Exempt current pension income **Y** \$

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

Signature as prescribed in tax return

Tax File Number 918207485

## Section C: Deductions and non-deductible expenses

### 12 Deductions and non-deductible expenses

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

|  | DEDUCTIONS                               |                           | NON-DEDUCTIBLE EXPENSES                  |
|--|--|---------------------------|--|
| Interest expenses within Australia         | A1 \$ <input type="text"/>               |                           | A2 \$ <input type="text"/>               |
| Interest expenses overseas                 | B1 \$ <input type="text"/>               |                           | B2 \$ <input type="text"/>               |
| Capital works expenditure                  | D1 \$ <input type="text"/>               |                           | D2 \$ <input type="text"/>               |
| Decline in value of depreciating assets    | E1 \$ <input type="text"/>               |                           | E2 \$ <input type="text"/>               |
| Insurance premiums – members               | F1 \$ <input type="text"/>               |                           | F2 \$ <input type="text"/>               |
| SMSF auditor fee                           | H1 \$ <input type="text" value="968"/>   |                           | H2 \$ <input type="text"/>               |
| Investment expenses                        | I1 \$ <input type="text"/>               |                           | I2 \$ <input type="text"/>               |
| Management and administration expenses     | J1 \$ <input type="text" value="6,692"/> |                           | J2 \$ <input type="text"/>               |
| Forestry managed investment scheme expense | U1 \$ <input type="text"/>               |                           | U2 \$ <input type="text"/>               |
| Other amounts                              | L1 \$ <input type="text"/>               | Code <input type="text"/> | L2 \$ <input type="text" value="1,123"/> |
| Tax losses deducted                        | M1 \$ <input type="text"/>               |                           |  |

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

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

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

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

#This is a mandatory label.



Signature as prescribed in tax return

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### Section D: Income tax calculation statement

**#Important:**

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

**13 Calculation statement**

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

|                                     |              |  |
|-------------------------------------|--------------|--|
| #Taxable income                     | <b>A \$</b>  | <input type="text" value="66,120"/>                    |
|                                     |              | <i>(an amount must be included even if it is zero)</i> |
| #Tax on taxable income              | <b>T1 \$</b> | <input type="text" value="9,918.00"/>                  |
|                                     |              | <i>(an amount must be included even if it is zero)</i> |
| #Tax on no-TFN-quoted contributions | <b>J \$</b>  | <input type="text" value="0.00"/>                      |
|                                     |              | <i>(an amount must be included even if it is zero)</i> |
| <b>Gross tax</b>                    | <b>B \$</b>  | <input type="text" value="9,918.00"/>                  |
|                                     |              | <i>(T1 plus J)</i>                                     |

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

**SUBTOTAL 1**

**T2 \$**

*(B less C – cannot be less than zero)*

|   |              |                                   |  |
|---|--------------|-----------------------------------|--|
| Early stage venture capital limited partnership tax offset                                    | <b>D1 \$</b> | <input type="text" value="0.00"/> | Non-refundable carry forward tax offsets           |
| Early stage venture capital limited partnership tax offset carried forward from previous year | <b>D2 \$</b> | <input type="text" value="0.00"/> |  |
| Early stage investor tax offset   | <b>D3 \$</b> | <input type="text" value="0.00"/> |  |
| Early stage investor tax offset carried forward from previous year                            | <b>D4 \$</b> | <input type="text" value="0.00"/> |  |
|   |              |                                   | <b>D \$</b> <input type="text" value="0.00"/>      |
|   |              |                                   | <i>(D1 plus D2 plus D3 plus D4)</i>                |
|   |              |                                   | <b>SUBTOTAL 2</b>                                  |
|   |              |                                   | <b>T3 \$</b> <input type="text" value="9,918.00"/> |
|   |              |                                   | <i>(T2 less D – cannot be less than zero)</i>      |

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

**#TAX PAYABLE T5 \$**

*(T3 less E – cannot be less than zero)*

Section 102AAM interest charge

**G \$**

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

|   |             |                                   |
|---|-------------|-----------------------------------|
| <b>#Tax offset refunds</b><br><small>(Remainder of refundable tax offsets)</small>          | <b>I \$</b> | <input type="text" value="0.00"/> |
| <small>(unused amount from label E – an amount must be included even if it is zero)</small> |             |                                   |

PAYG instalments raised

**K \$**

Supervisory levy

**L \$**

Supervisory levy adjustment for wound up funds

**M \$**

Supervisory levy adjustment for new funds

**N \$**

|   |             |                                      |
|---|-------------|--------------------------------------|
| <b>AMOUNT DUE OR REFUNDABLE</b><br><small>A positive amount at S is what you owe, while a negative amount is refundable to you.</small> | <b>S \$</b> | <input type="text" value="-702.00"/> |
| <small>(T5 plus G less H less I less K plus L less M plus N)</small>  |             |                                      |

#This is a mandatory label.

## Section E: Losses

### 14 Losses

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

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

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

Signature as prescribed in tax return

Tax File Number

918207485

Section F: **Member information**

**MEMBER 1**

Title: Mr  Mrs  Miss  Ms  Other

Family name

Leggett

First given name

Peter David

Other given names

**Member's TFN**

See the Privacy note in the Declaration. 486519813

Date of birth 16/03/1962

**Contributions**

OPENING ACCOUNT BALANCE \$ 323,329.12

Refer to instructions for completing these labels.

Employer contributions  
**A** \$ 26,855.71

ABN of principal employer  
**A1**

Personal contributions  
**B** \$

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

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

Personal injury election  
**E** \$

Spouse and child contributions  
**F** \$

Other third party contributions  
**G** \$

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

Receipt date  
**H1** / /

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

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

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

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

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

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

**TOTAL CONTRIBUTIONS N** \$ 26,855.71

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

**Other transactions**

Allocated earnings or losses **O** \$ 4,244.04

Loss

Accumulation phase account balance  
**S1** \$ 354,428.87

Inward rollovers and transfers **P** \$

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

Outward rollovers and transfers **Q** \$

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

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Code

Code

0 TRIS Count

**CLOSING ACCOUNT BALANCE S** \$ 354,428.87

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

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

Signature as prescribed in tax return

Tax File Number

918207485

**MEMBER 2**

Title: Mr  Mrs  Miss  Ms  Other

Family name

Leggett

First given name

Cheryl Ann

Other given names

Member's TFN

See the Privacy note in the Declaration.

487135364

Date of birth

14/02/1964

**Contributions**

OPENING ACCOUNT BALANCE \$ 326,801.86

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

Employer contributions

**A** \$ 26,855.71

ABN of principal employer

**A1**

Personal contributions

**B** \$

CGT small business retirement exemption

**C** \$

CGT small business 15-year exemption amount

**D** \$

Personal injury election

**E** \$

Spouse and child contributions

**F** \$

Other third party contributions

**G** \$

Proceeds from primary residence disposal

**H** \$

Receipt date

**H1**  /  /

Assessable foreign superannuation fund amount

**I** \$

Non-assessable foreign superannuation fund amount

**J**

Transfer from reserve: assessable amount

**K** \$

Transfer from reserve: non-assessable amount

**L** \$

Contributions from non-complying funds and previously non-complying funds

**T** \$

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

**M** \$

**TOTAL CONTRIBUTIONS N** \$ 26,855.71

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

**Other transactions**

Allocated earnings or losses

**O** \$ 4,330.53

Loss

Accumulation phase account balance

**S1** \$ 357,988.10

Retirement phase account balance - Non CDBIS

**S2** \$ 0.00

Retirement phase account balance - CDBIS

**S3** \$ 0.00

Inward rollovers and transfers

**P** \$

Outward rollovers and transfers

**Q** \$

Lump Sum payments

**R1** \$

Income stream payments

**R2** \$

Code

Code

0 TRIS Count

**CLOSING ACCOUNT BALANCE S** \$ 357,988.10

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

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

**Sensitive** (when completed)

Signature as prescribed in tax return

Tax File Number

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Section H: **Assets and liabilities**

**15 ASSETS**

15a Australian managed investments

|                           |          |    |                      |
|---------------------------|----------|----|----------------------|
| Listed trusts             | <b>A</b> | \$ | <input type="text"/> |
| Unlisted trusts           | <b>B</b> | \$ | <input type="text"/> |
| Insurance policy          | <b>C</b> | \$ | <input type="text"/> |
| Other managed investments | <b>D</b> | \$ | <input type="text"/> |

15b Australian direct investments

|                        |          |    |                                      |
|------------------------|----------|----|--------------------------------------|
| Cash and term deposits | <b>E</b> | \$ | <input type="text" value="200,604"/> |
|------------------------|----------|----|--------------------------------------|

|  |                      |   |          |    |                                      |
|--|----------------------|---|----------|----|--------------------------------------|
| <b>Limited recourse borrowing arrangements</b> |                      | Debt securities                         | <b>F</b> | \$ | <input type="text"/>                 |
| Australian residential real property           | <b>J1</b>            | Loans                                   | <b>G</b> | \$ | <input type="text" value="150,920"/> |
| <b>J1</b>                                      | \$                   | Listed shares                           | <b>H</b> | \$ | <input type="text"/>                 |
| Australian non-residential real property       | <b>J2</b>            | Unlisted shares                         | <b>I</b> | \$ | <input type="text"/>                 |
| <b>J2</b>                                      | \$                   | Limited recourse borrowing arrangements | <b>J</b> | \$ | <input type="text"/>                 |
| Overseas real property                         | <b>J3</b>            | Non-residential real property           | <b>K</b> | \$ | <input type="text"/>                 |
| <b>J3</b>                                      | \$                   | Residential real property               | <b>L</b> | \$ | <input type="text"/>                 |
| Australian shares                              | <b>J4</b>            | Collectables and personal use assets    | <b>M</b> | \$ | <input type="text"/>                 |
| <b>J4</b>                                      | \$                   | Other assets                            | <b>O</b> | \$ | <input type="text" value="362,844"/> |
| Overseas shares                                | <b>J5</b>            |   |          |    |                                      |
| <b>J5</b>                                      | \$                   |   |          |    |                                      |
| Other  | <b>J6</b>            |   |          |    |                                      |
| <b>J6</b>                                      | \$                   |   |          |    |                                      |
| Property count                                 | <b>J7</b>            |   |          |    |                                      |
| <b>J7</b>                                      | <input type="text"/> |   |          |    |                                      |

15c Other investments

|                 |          |    |                      |
|-----------------|----------|----|----------------------|
| Crypto-Currency | <b>N</b> | \$ | <input type="text"/> |
|-----------------|----------|----|----------------------|

15d Overseas direct investments

|  |          |    |                      |
|--|----------|----|----------------------|
| Overseas shares                        | <b>P</b> | \$ | <input type="text"/> |
| Overseas non-residential real property | <b>Q</b> | \$ | <input type="text"/> |
| Overseas residential real property     | <b>R</b> | \$ | <input type="text"/> |
| Overseas managed investments           | <b>S</b> | \$ | <input type="text"/> |
| Other overseas assets                  | <b>T</b> | \$ | <input type="text"/> |

|   |          |    |                                      |
|---|----------|----|--------------------------------------|
| <b>TOTAL AUSTRALIAN AND OVERSEAS ASSETS</b>         | <b>U</b> | \$ | <input type="text" value="714,368"/> |
| <small>(Sum of labels <b>A</b> to <b>T</b>)</small> |          |    |                                      |

15e In-house assets

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

**A** No  Yes  \$

Signature as prescribed in tax return

Tax File Number

**15f Limited recourse borrowing arrangements**

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

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

**16 LIABILITIES**

|   |   |
|---|---|
| Borrowings for limited recourse borrowing arrangements<br><b>V1</b> \$ <input type="text"/>   | Borrowings <b>V</b> \$ <input type="text"/> |
| Permissible temporary borrowings<br><b>V2</b> \$ <input type="text"/>   |   |
| Other borrowings<br><b>V3</b> \$ <input type="text"/>   |   |
| Total member closing account balances (total of all <b>CLOSING ACCOUNT BALANCES</b> from Sections F and G) <b>W</b> \$ <input type="text" value="712,416"/> |   |
| Reserve accounts <b>X</b> \$ <input type="text"/>   |   |
| Other liabilities <b>Y</b> \$ <input type="text" value="1,952"/>  |   |
| <b>TOTAL LIABILITIES Z</b> \$ <input type="text" value="714,368"/>  |   |

**Section I: Taxation of financial arrangements**

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

Total TOFA gains **H** \$

Total TOFA losses **I** \$

**Section J: Other information**

**Family trust election status**

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

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

**Interposed entity election status**

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

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

Signature as prescribed in tax return

Tax File Number

918207485

100017996MS

## Section K: Declarations



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

### Important

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

### Privacy

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

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

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

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

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



Date  /  /

### Preferred trustee or director contact details:

Title: Mr  Mrs  Miss  Ms  Other

Family name

Leggett

First given name

Peter David

Other given names

Phone number

0754940163

Email address

Non-individual trustee name (if applicable)

Cheter Investments Pty Ltd

ABN of non-individual trustee

Time taken to prepare and complete this annual return  Hrs



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

### TAX AGENT'S DECLARATION:

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

Tax agent's signature

Date  /  /

### Tax agent's contact details

Title: Mr  Mrs  Miss  Ms  Other

Family name

Jenner

First given name

Sherman

Other given names

Tax agent's practice

Ascendia Accountants (Noosa) Pty Ltd

Tax agent's phone number

07 54480566

Reference number

LEGGPS

Tax agent number

70995000

# THE LEGGETT RETIREMENT FUND

Drawn by:

**redchip lawyers**  
Level 1, 'The Portal'  
1 Breakfast Creek Road  
Newstead Qld 4006  
Ph: (07) 3852 5055  
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Email: redchip@redchip.com.au

Solicitors for:-

**Australian Company Incorporation Services Pty. Ltd.**

Level 1, 'The Portal'  
1 Breakfast Creek Road  
Newstead Qld 4006  
**FREECALL:** 1800 773 477  
**FREEFAX:** 1800 655 556  
Email: info@acis.net.au



**THIS SUPERANNUATION FUND TRUST DEED** is made on the date specified in Schedule 4 by the Trustee named in Schedule 4.

**WHEREAS:-**

- A. The Trustee has agreed to act as the first Trustee of the Fund named in Schedule 4, which is established and is to be maintained as an indefinitely continuing superannuation fund (the 'Fund') for the purpose of providing superannuation benefits for Members.
- B. The Trustee has agreed to accept the trusts constituted under this Deed and to undertake the liabilities, duties and obligations imposed upon the Trustee by this Deed and by the laws applicable in the jurisdiction to which it is subject.

**NOW THIS DEED WITNESSES AS FOLLOWS:-**

1. This Deed will be governed and interpreted and will take effect in accordance with the Relevant Law.
2. The Fund will come into operation on the 'Inception Date' specified in Schedule 4.
3. Except to the extent that any interests of Members or Beneficiaries of the Fund are otherwise affected or circumscribed by the Relevant Law or by this Deed, the Fund will be vested in, controlled by and administered by the Trustee.
4. This Deed will be interpreted in accordance with the Rules.
5. If the Relevant Law does not exclude the operation of the rule against perpetuities in relation to those trusts, the trusts created by this Deed will terminate on the first to occur of:
  - (a) the day immediately preceding the day which is 80 years after the date of execution of this Deed; or
  - (b) the date on which this Deed is terminated in accordance with its provisions.
6. (a) Where the Fund is currently subscribed to a system for the administration of superannuation fund governing rules conducted by or on behalf of Superdepot Pty Ltd ACN 122 036 248, the Trustee appoints its professional advisor for the time being and each principal, director and authorised employee of that professional advisor as its duly constituted attorney for the following purposes only:
  - (i) To accept on behalf of the Trustee any amendments to the Governing Rules of the Fund prepared or published by or on behalf of Superdepot Pty Ltd ACN 122 036 248 for the purposes of that system;
  - (ii) To execute on behalf of the Trustee a resolution accepting and adopting any amended Governing Rules for the Fund prepared or published by or on behalf of Superdepot Pty Ltd ACN 122 036 248 for the purposes of that system;
  - (iii) To confirm by electronic medium or otherwise the acceptance and/or adoption of such Governing Rules.

- (b) The Trustee will upon request execute an authority required in order to complete this appointment and put it into effect.
- (c) The Trustee may at any time revoke the power of attorney in this clause 6 by giving written notice to the Trustee's attorney.

|                   |  |           |
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## RULES

**PLEASE NOTE** that the material referred to in these Rules is constantly changing and you must keep up to date with those changes. If you are unsure about the currency of any information in the Rules, please contact us immediately or your accountant, financial planner or other advisor.

**YOU SHOULD NOT ATTEMPT TO MANAGE YOUR OWN SUPERANNUATION FUND WITHOUT CONSULTING YOUR ACCOUNTANT, FINANCIAL PLANNER, LAWYER OR OTHER ADVISER.**

## 1. INTERPRETATION PROVISIONS

### 1.1 TERMS DEFINED IN THE ACT

- (a) Any terms or expressions which have defined meanings in the Superannuation Industry (Supervision) Act 1993 have the same meanings when used in this Deed. If any term or expression defined in this Deed conflicts or is inconsistent with any term or expression defined in the Act, the term or expression will have the meaning set out in the Act.
- (b) If a definition used in this Deed expands any defined term contained in the Act, the expanded meaning does not, by itself, result in a conflict or inconsistency under Rule 1.1(a).

### 1.2 DICTIONARY (ALSO SEE SCHEDULE 3)

The terms and expressions defined in the Dictionary:

- (a) will apply to this Deed; and
- (b) will have those meanings when used in this Deed.

### 1.3 ADDITIONAL DEFINITIONS

In this Deed, unless the context or subject matter requires otherwise:

**Act** means the Superannuation Industry (Supervision) Act 1993;

**Deed** means this Deed including all of its recitals, clauses, Rules, Schedule 1, Schedule 2, Schedule 3 and Schedule 4 (if included in this Deed);

**Dictionary** means the dictionary of terms and expressions in Schedule 3;

**Rules** means these rules contained in this Deed which regulate the Fund and **Rule** means any one of them.

### 1.4 INTERPRETATION

- (a) In this Deed, unless the context or subject matter requires otherwise, references to:
  - (i) **Singular** words includes the plural and vice versa;
  - (ii) any **gender** includes every gender;
  - (iii) a **person** includes natural persons, firms, companies, corporations, bodies corporate, trustees, trusts, associations, partnerships, government authorities, and other legal entities and includes successors and assigns from time to time;
  - (iv) **writing** includes printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible or electronic form, in English;
  - (v) **signature** and **signing** mean due execution of a document by a person, corporation or other relevant entity and include signing by an agent or attorney or representative (if a body corporate);
  - (vi) **months** mean calendar months;
  - (vii) **statutes** include statutes amending, modifying, rewriting, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws, orders in council and ordinances made under those statutes;
  - (viii) **sections** of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;

- (ix) **regulations** or terms defined in regulations refer to corresponding regulations or defined terms in amended, consolidated or replacement regulations;
  - (x) an **agreement** or **document** (including this Deed) means that agreement or document as amended, novated or supplemented and includes all parts of it including clauses, recitals, schedules, appendices and exhibits to it;
  - (xi) a **party** includes that party's executors, administrators, substitutes, successors and assigns;
  - (xii) **Rules, clauses** or **schedules** are references to the Rules, clauses or schedules contained in this Deed;
  - (xiii) Where a person is entitled to **vote** or holds the **right to vote** on any matter by virtue of this Deed, the person may vote by proxy or attorney or representative (if a body corporate). A reference to a person being present means present in person or by proxy.
- (b) In this Deed, the following rules apply unless the context or subject matter requires otherwise:
- (i) **headings** and the **table of contents** are used for convenience only and must be disregarded in the interpretation of this Deed;
  - (ii) if a word or phrase is given a **defined meaning**, another grammatical form of that word or phrase has a corresponding meaning;
  - (iii) a requirement to give a person **notice** in writing must be satisfied by posting the notice to that person's last known address;
  - (iv) no **rule of construction** of documents will apply to the disadvantage of a party, on the basis that the party put forward the document or any relevant part of it;
  - (v) **notes and references** to statutes (or sections of statutes) or other documents contained in bold text after any term defined in this Deed are used to assist in the reading of this Deed and must be disregarded in the legal interpretation of this Deed.

## 1.5 RULES FOR SELF MANAGED SUPERANNUATION FUNDS

Subject to the Act and Regulations, the Fund is a **Self Managed Superannuation Fund** or **SMSF** only if it satisfies all of the conditions in either Rule 1.5(a) or 1.5(b). **section 17A**

- (a) **Funds other than single member funds.** Where the Fund has more than one Member, the Fund is an SMSF if:
- (i) it has less than 5 Members;
  - (ii) where the Trustees are individuals - each Trustee is a Member;
  - (iii) where the Fund has a Corporate Trustee - each Director of the Corporate Trustee is a Member;
  - (iv) each Member is a Trustee or if the Fund has a Corporate Trustee, is a director of the Corporate Trustee;
  - (v) no Member is an Employee of another Member, unless they are a Relative of that Member; and
  - (vi) no Trustee receives any remuneration from the Fund or from any person for any duties or services performed by the Trustee in relation to the Fund.
- (b) **Single member funds.** Where the Fund has only one Member, the Fund is an SMSF if:

- (i) where the Fund has a Corporate Trustee:
    - A. the Member is the sole Director;
    - B. the Member and one Relative of the Member are the only Directors; or
    - C. the Member and one other person who is not the Member's Employer are the only Directors;
  - (ii) where the Trustees are individuals, the Member and one Relative of the Member are the only Trustees or the Member and one other person who is not the Member's Employer are the only Trustees; and
  - (iii) no Trustee receives any remuneration from the Fund or from any person for any duties or services performed by the Trustee in relation to the Fund.
- (c) **Other persons may be Trustees.** The Fund does not fail to satisfy the conditions in either Rule 1.5(a) or Rule 1.5(b) simply because:
- (i) a Member has died and the Member's legal personal representative is a Trustee or a Director of a Corporate Trustee, in place of the Member from the time when the Member died and ending when the payment of Death Benefits commence for the Member; or
  - (ii) a Member's legal personal representative is a Trustee or a director of a Corporate Trustee, in place of the Member, during any period when the Member is under a Legal Disability or the legal personal representative has an enduring power of attorney from the Member; or
  - (iii) a Member's parent or guardian is a Trustee in place of the Member where the Member is under a Legal Disability because of age and does not have a legal personal representative; or
  - (iv) an appointment of an acting Trustee is in force under section 134 of the Act.
- (d) **Extended meaning of Employee.** For the purposes of this Rule 1.5, in addition to the meaning given in the Dictionary, a Member who is an Employee of an Employer is also an Employee of another person (the "**Other Person**") if the Employer is:
- (i) a Relative of the Other Person; or
  - (ii) a body corporate of which the Other Person, or a Relative of the Other Person, is a director or a body corporate related to that body corporate; or
  - (iii) the trustee of a trust of which the Other Person, or a Relative of the Other Person, is a beneficiary; or
  - (iv) a partnership, in which:
    - A. the Other Person, or a Relative of the Other Person, is a partner; or
    - B. the Other Person, or a Relative of the Other Person, is a director of a body corporate that is a partner; or
    - C. a trust of which the Other Person, or a Relative of the Other Person, is a beneficiary, is a partner.
- (e) **Meaning of Relative.** Relative, in relation to an individual, for the purposes of Rule 1.5, means:
- (i) a parent, Child, grandparent, grandchild, sibling, aunt, uncle, great-aunt, great-uncle, niece, nephew, first cousin or second cousin of the individual or of his or her Spouse or former Spouse; or

- (ii) a Spouse or former Spouse of the individual, or of an individual referred to in paragraph (i),

and for the purposes of paragraph (i), if one individual is the child of another individual because of the definition of Child in this Deed, relationships traced to, from or through the individual are to be determined in the same way as if the individual were the natural child of the other individual.

## **1.6 SOLE PURPOSE**

Subject to Section 60 of the Superannuation Industry (Supervision) Act 1993, this Deed is subject to the requirement that:

- (a) where the Trustee is a natural person or persons, the sole or primary purpose of the Fund must always be the provision of Old-age Pensions; or
- (b) where the Trustee is a constitutional corporation, this Fund is subject to the requirement that the Trustee must always be a constitutional corporation.



## 2. MEMBERSHIP

### 2.1 WHO MAY APPLY

- (a) The Trustee may admit as a Member, any person who is or has at any time been an Employee, an Eligible Person or a Child of a Member and/or any other person acceptable to the Regulator.
- (b) Rule 2.1(a) is subject to the Relevant Law which may expand or restrict the persons or classes of persons who may be admitted as members of a superannuation fund.

### 2.2 BECOMING A MEMBER

- (a) **Submit application.** Any person may apply for membership of the Fund by completing and submitting a Membership Application to the Trustee.
- (b) **Applicant agrees to Deed.** A person who completes a Membership Application and is admitted as a Member, is deemed to be bound by this Deed.

### 2.3 SOME EX-SPOUSES TREATED AS MEMBERS

Where a Superannuation Interest is subject to a Splitting Order and the Non-member Spouse was not a Member immediately before the order is made, the Trustee must treat a Non-member Spouse as a Member for the purposes of:

- (a) Rule 1.5 and the definition of Self Managed Superannuation Fund;
- (b) Rule 8.4, which deals with In-house Assets and other restricted or prohibited investments; and
- (c) any other provisions which the Act may, from time to time, require.

### 2.4 CATEGORIES AND SUB-PLANS

- (a) **Trustee may divide Members into categories.** The Trustee may divide the Members and Beneficiaries into different categories for any purposes which it considers appropriate. The benefits and entitlements of each category, and the criteria for admission into each category must be determined by the Trustee in its absolute discretion. The benefits and entitlements of any Members or Beneficiaries affected by any division must not be reduced by the division without the prior written approval of the affected Members or Beneficiaries.
- (b) **Trustee may divide the Fund into sub-plans.** The Trustee may divide the Fund into one or more sub-plans for any purposes which it considers appropriate. The membership, contributions, assets, and liabilities for payment of benefits and entitlements or otherwise, in relation to each sub-plan must be maintained separately from the rest of the Fund. The criteria for admission into each sub-plan must be determined by the Trustee in its absolute discretion. The benefits and entitlements of any Members or Beneficiaries affected by any division must not be reduced by the division without the prior written approval of the affected Members or Beneficiaries.

**2.5 RESTRICTIONS IF THE FUND HAS MEMBER-CONTRIBUTED WA PROPERTY**

(a) Regardless of any other provision in this Deed but subject to Rule 5.11, where the Fund acquires Member-contributed WA Property:

- (i) jointly from all of the Members where the Fund has more than one Member; or
- (ii) from a sole Member,

the Fund must not admit any further Members, so long as the Fund still owns the Member-contributed WA Property unless Rule 2.5(b) applies.

(b) Regardless of any other provision in this Deed, where there is more than one Member and the Fund acquires or proposes to acquire Member-contributed WA Property:

- (i) from only some of the Members; or
- (ii) from all of the Members and further Members are admitted to the Fund after the date of that acquisition,

the Trustee must, prior to the acquisition, create a sub-plan under Rule 2.4 for the Member or Members contributing the Member-contributed WA Property and the Member-contributed WA Property must be placed to the credit of that sub-plan which must be maintained separately from the rest of the Fund. The Member-contributed WA Property recorded in the sub-plan created under this Rule must not be transferred or removed from that sub-plan. No Members other than the Member or Members contributing the Member-contributed WA Property may be admitted as Members of the sub-plan.

(c) The property held under Rule 2.5(b) must be held by the Fund specifically for the transferor of the Member-contributed WA Property and must not be combined or pooled with the contributions of assets of another Member or Members other than the Members transferring the Member-contributed WA Property to the Fund. No other Member or other person is entitled to obtain or make any claim any interest in the Member-contributed WA Property.

(d) Any Member-contributed WA Property held under the preceding Rules can only be held in the Fund to be provided to the transferor as a retirement benefit.

### 3. INFORMATION WHICH TRUSTEE MUST GIVE

#### 3.1 PRODUCT DISCLOSURE STATEMENTS

The Trustee must consider whether or not an obligation exists to prepare a Product Disclosure Statement and, where necessary, must comply with Part 7.9 of the Corporations Act 2001 (Cth) as to the preparation, content and giving of such a statement.

#### 3.2 CIRCUMSTANCES REQUIRING INFORMATION

The Trustee must consider whether or not an obligation exists under the Relevant Law to provide information concerning the Fund to Members, Beneficiaries, Employers, the Taxation Commissioner or other appropriate persons:

- (a) at or before the time a new Member applies for membership;
- (b) upon receiving a request from a person who is (or was within the preceding 12 months) a Member or Beneficiary;
- (c) upon receiving a request from an Employer;
- (d) upon a Member ceasing to be a Member;
- (e) at the end of each Year of Income;
- (f) before a Member enters into, or the Trustee accepts, a Binding Death Nomination or a Non-lapsing Binding Nomination;
- (g) upon the occurrence of any of the following events:
  - (i) the Governing Rules have been changed and, as a result, an adverse effect occurs in relation to:
    - A. a Member's accumulated benefits;
    - B. the benefits to which a Member may become entitled;
    - C. the circumstances in which a Member's benefits would become payable;
    - D. the manner in which a Member's benefits will be calculated; or
    - E. the security of the Member's benefits;
  - (ii) the Member's membership is transferred to a different fund;
  - (iii) a change occurs in the matters set out in any PDS which was or should have been issued under Rule 3.1;
- (h) upon receiving any notice of non-compliance of the Fund issued under the Relevant Law;
- (i) upon the winding up or termination of the Fund;
- (j) upon the occurrence of any event that the Trustee reasonably believes a Member would reasonably be expected to be informed of;
- (k) at the time of:
  - (i) paying benefits or entitlements at the direction of a Member;
  - (ii) rolling over or transferring benefits or entitlements to another entity; or

- (iii) any combination of the preceding paragraphs; or
- (l) at any other time or in any circumstances required by the Relevant Law.

### 3.3 HOW TO PROVIDE INFORMATION

Where the Trustee considers that there is an obligation to provide information in accordance with this Rule, the Trustee must provide the appropriate information to Members, Beneficiaries, Employers or other appropriate persons in the manner prescribed in the Relevant Law.

### 3.4 INFORMATION ON DEATH OF MEMBER

Upon the death of a Member, the Trustee must:

- (a) provide all appropriate information in accordance with this Rule to the Member's personal legal representative; and
- (b) notify each person to whom any benefits or entitlements are payable of the reasons why benefits and entitlements are payable to them, the amounts payable and the terms upon which they are to be paid.

### 3.5 INFORMATION PURSUANT TO FAMILY LAW ACT ORDERS

- (a) **Information to be given.** If a Member's Superannuation Interest becomes subject to a Payment Split, or other action or restriction pursuant to an order under the Family Law Act, the Trustee will be required to give the information prescribed by the Relevant Law to the Non-member Spouse and to the Member.
- (b) **Cost of information.** Where the Trustee is obliged to give information under Rule 3.5(a) to the Non-member Spouse, the Trustee may levy reasonable charges against the Non-member Spouse's Superannuation Interest in respect of the provision of that information, including the cost of obtaining professional advice in relation to any requirement under this Rule.

## **4. CONTRIBUTIONS**

### **4.1 WHO MAY MAKE CONTRIBUTIONS**

The Trustee may accept contributions to the Fund that are made in respect of a Member:

- (a) who is under age 65;
- (b) who has reached age 65 but not age 75 only if the member has been Gainfully Employed at least on a Part time Basis during the financial year in which the contributions are made;
- (c) who has reached age 75 only if the contributions are Mandated Employer Contributions,

however the Trustee must not accept contributions from a Member after 30 June 2007 unless the Trustee has received the Member's tax file number.

### **4.2 SUBJECT TO RELEVANT LAW**

Rule 4.1 is subject to the Relevant Law which may expand or restrict the persons or classes of persons from whom contributions may be accepted.

### **4.3 GOVERNMENT CO-CONTRIBUTION**

The Trustee may accept Government Co-contributions to the Fund.

### **4.4 SPLITTABLE CONTRIBUTIONS**

Contributions which are Splittable Contributions are dealt with in Rule 6.4.

## 5. BENEFITS AND ENTITLEMENTS

### 5.1 BENEFITS A MEMBER MAY RECEIVE

- (a) **Retirement at the normal time.** A Member who Retires or attains the age of 65 years is entitled to receive a Normal Retirement Benefit, calculated in accordance with Rule 5.2.
- (b) **Benefits before the normal time.** A Member who has attained the age of 55 years but has not yet Retired is entitled to receive a Normal Retirement Benefit, calculated in accordance with Rule 5.2, but subject to the benefit being paid as a pension which cannot be commuted to a lump sum before the Member Retires or attains the age of 65 years, or in any other form allowable under the Relevant Law, from time to time.
- (c) **Total and Permanent Disablement.** A Member who ceases Gainful Employment because of Total and Permanent Disablement is entitled to receive a Total and Permanent Disablement Benefit, calculated in accordance with Rule 5.2.
- (d) **Total and Temporary Disablement.** Upon the Total and Temporary Disablement of a Member, the Member is entitled to receive a Total and Temporary Disablement Benefit, calculated in accordance with Rule 5.2.
- (e) **Terminal Illness Benefit.** Upon a Member being diagnosed as Terminally Ill, the Member is entitled to receive a Terminal Illness Benefit.
- (f) **Death Benefits.** A Death Benefit becomes payable upon the death of:
  - (i) a Member; or
  - (ii) a reversionary beneficiary in receipt of a Pension,to the extent that the type of Pension or other benefit being received allows for the calculation and payment of a Death Benefit from the Fund.
- (g) **Pension to Spouse if Member dies.** If a Member dies while receiving a Pension from the Fund, the Member's Spouse may apply to the Trustee to have that Pension continued. The Trustee may, in its absolute discretion, decide to continue that Pension. The amount of that Pension will not exceed the amount calculated in accordance with the Act and Regulations. A person will, unless the Trustee otherwise determines, be entitled to a continuation of the deceased Member's Pension only if the person was the Member's Spouse before the Member retired.
- (h) **No right to elect to receive Death Benefit as Pension.** Unless Rule 5.3 or 5.4 requires a payment in accordance with a Binding Death Nomination or a Non-lapsing Binding Nomination to be made by way of a Pension, a person entitled to receive a Death Benefit does not have a right to elect to receive that benefit by way of a Pension. However, the person entitled to receive a Death Benefit may apply to the Trustee for part or all of their Death Benefit entitlement be paid as one or more Pensions and the Trustee, in its absolute discretion, may decide to grant the request.
- (i) **Other cases.** A person who ceases to be a Member, otherwise than by death, and who is not entitled to a:
  - (i) Normal Retirement Benefit; or
  - (ii) Total and Permanent Disablement Benefit,will be entitled to:

- (iii) receive the balance of his or her Accumulation Account, subject to the restrictions imposed by Rules 5.8 to 5.10; or
  - (iv) have the balance of his or her Accumulation Account transferred to another Regulated Superannuation Fund, Approved Deposit Fund, EPSSS or RSA, in accordance with Rule 6.
- (j) **Early Release.** If the Trustee receives a written request for the early release of some or all of a Member's entitlements and if:
- (i) the Member's circumstances constitute grounds for early release; and
  - (ii) where required, the Trustee receives written approval from the Regulator,
- the Trustee may pay the benefits and entitlements to the Member, net of any taxes or reasonable charges applicable to the payment of those benefits and entitlements, and subject to any restrictions required as to the manner and amount of that payment.
- (k) **Effect of Family Law Act.** Where, pursuant to an order under the Family Law Act, a Superannuation Interest has been created in favour of a Non-member Spouse, a reference in this Rule 5.1 to a Member will be read as including a Non-member Spouse.

## 5.2 HOW TO CALCULATE BENEFITS

**NOTE:** While the primary form of benefit is a Pension, Lump Sum benefits may still be paid. See Rule 5.7 for details.

- (a) **Normal Retirement Benefit.** A Member's Normal Retirement Benefit will be a Pension of an amount determined by the Trustee, having regard to:
- (i) the balance of the Member's Accumulation Account at the date the Member Retires;
  - (ii) the period over which and the terms upon which the Pension is to be payable;
  - (iii) the expected investment earnings of the Fund to be attributable to the balance of the Member's Accumulation Account;
  - (iv) the operating costs of the Fund, costs associated with the termination of the Fund and any administrative, insurance and taxation costs relating to the operation and termination of the Fund, which are anticipated to be attributable to the balance of the Member's Accumulation Account;
  - (v) the cost of any annuities, Pensions and income streams purchased or to be purchased by the Trustee in respect of the Member or the Member's Beneficiaries;
  - (vi) any restrictions placed upon the payment of annuities, Pensions and income streams by the Act and Regulations; and
  - (vii) any lump sum payment, or total or partial commutation in accordance with Rule 5.7.
- (b) **Benefit payable until nil balance.** A Member's Normal Retirement Benefit will:
- (i) be calculated to produce a nil balance in the Member's Accumulation Account after satisfying the terms on which the Pension is to be paid; and
  - (ii) in any event, cease to be payable when the balance in the Member's Accumulation Account is nil.
- (c) **Total and Permanent Disablement Benefit.** A Member's Total and Permanent Disablement Benefit will be an amount up to the balance of the Member's Accumulation Account less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.

(d) **Total and Temporary Disablement.** A Member's Total and Temporary Disablement Benefit will, subject to any requirements imposed by the Regulator on the payment of similar benefits, be a Non-commutable Income Stream cashed from the Fund for:

- (i) the purpose of continuing (in whole or in part) the gain or reward which the Member was receiving before the Temporary Incapacity; and
- (ii) a period not exceeding the period during which the Member is prevented from undertaking Employment of the kind engaged in immediately before the Temporary Incapacity,

but in any event must not exceed an amount equal to the balance of the Member's Accumulation Account, less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.

(e) **Terminal Illness Benefit.** A Member's Terminal Illness Benefit will be an amount up to the balance of the Member's Accumulation Account less any taxes or reasonable charges determined by the Trustee to be applicable to the payment of those benefits.

(f) **Death Benefit.** A Member's Death Benefit will be an amount equal to the balance of the Member's Accumulation Account less:

- (i) any taxes or reasonable charges determined by the Trustee to be applicable to the payment of that benefit; and
- (ii) the amount necessary to meet any obligations with respect to a Pension or other payments required to be met from the Member's benefits and entitlements,

and will be payable in any amounts and to any of the following persons as the Trustee reasonably considers to be appropriate in the circumstances:

- (iii) one or more of the Member's Designated Beneficiaries;
- (iv) one or more of the Member's Dependants;
- (v) the Member's legal personal representative,

unless Rule 5.3 or 5.4 requires a payment in accordance with a Binding Death Nomination or a Non-lapsing Binding Nomination.

### 5.3 BINDING DEATH NOMINATIONS

(a) **Requirements.** A Binding Death Nomination:

- (i) must be in writing;
- (ii) must be signed and dated by the Member in the presence of 2 witnesses, each of whom has turned 18 and neither of whom is a person mentioned in the notice;
- (iii) must contain a declaration, signed and dated, by the witnesses stating that the notice was signed by the Member in their presence;
- (iv) must be accepted by the Trustee;
- (v) will lapse and be of no further effect on the day which is 3 years after the day on which it was first signed or last confirmed or amended by the Member whichever is the later; and
- (vi) may be revoked by the Member by written notice to the Trustee at any time.

(b) **Member may give.** A Member may, at any time, give the Trustee a Binding Death Nomination directing the payment of any part of the Member's Death Benefit to a person or persons named in the notice. If the Trustee receives a Binding Death Nomination, the



Trustee will pay the amount of the Member's Death Benefit specified in accordance with that notice unless it has lapsed or been revoked by the Member.

- (c) **Information to Member.** Before the Trustee accepts a Binding Death Nomination, the Trustee must give to the Member a statement:
- (i) that the Trustee cannot alter the Member's properly made request, regardless of the consequences or circumstances which might arise subsequent to the Member making the request and so long as that request remains current;
  - (ii) that careful consideration should be given to the wording of the Member's request to ensure that the Member's intentions are clearly and legally binding and executable;
  - (iii) that the Member is advised to seek further information and professional advice as to the manner and consequences of the request prior to its being made;
  - (iv) containing all other information required by the Act and Regulations; and
  - (v) containing any other information that the Trustee reasonably believes the Member reasonably needs for the purpose of understanding the Member's rights under this Rule.

#### 5.4 NON-LAPSING BINDING NOMINATION

- (a) **Requirements.** A Non-lapsing Binding Nomination:

- (i) must be in writing;
- (ii) must be signed, and dated, by the Member in the presence of 2 witnesses, each of whom has turned 18 and neither of whom is a person mentioned in the notice;
- (iii) must contain a declaration signed by the witnesses stating that the notice was signed by the Member in their presence;
- (iv) must be considered in a meeting and accepted by the Trustee;
- (v) will not lapse by the passing of time;
- (vi) may be revoked by the Member by written notice to the Trustee at any time;
- (vii) must contain sufficient details to identify the Member;
- (viii) must contain sufficient details to identify one or more Beneficiaries for each category of benefits selected;
- (ix) must contain a table which identifies benefit categories, beneficiary categories and manner of payment of Death Benefits in the format provided in Schedule 2, enabling the Member to select one or more options or percentages from the table which, once selected, are binding on the Trustee with respect to that Member's Death Benefit.

- (b) **Trustee May Accept Alternative.** The Trustee may accept a Non-lapsing Binding Nomination in a format other than that provided in Schedule 2, so long as it complies with the other provisions of this Rule 5.4, apart from Rule 5.4(a)(a)(ix).
- (c) **Member may give.** A Member may at any time give the Trustee a Non-lapsing Binding Nomination directing the payment of any part of the Member's Death Benefit to a person or persons named in the notice. If the Trustee receives a Non-lapsing Binding Nomination, the Trustee will pay the amount of the Member's Death Benefit specified in accordance with that notice unless it has been revoked by the Member.

- (d) **Information to Member.** Before the Trustee accepts a Non-lapsing Binding Nomination, the Trustee must give to the Member a statement:
- (i) that the Trustee cannot alter the Member's properly made request, regardless of the consequences or circumstances which might arise subsequent to the Member making the request and so long as that request remains current;
  - (ii) that careful consideration should be given to the wording of the Member's request to ensure that the Member's intentions are clearly and legally binding and executable;
  - (iii) that the Member is advised to seek further information and professional advice as to the manner and consequences of the request prior to its being made;
  - (iv) containing all other information required by the Act and Regulations; and
  - (v) containing any other information that the Trustee reasonably believes the Member reasonably needs for the purpose of understanding the Member's rights under this Rule.

## 5.5 ORDER OF PRIORITY

- (a) **Invalid Nomination.** Where a Binding Death Nomination or a Non-lapsing Binding Nomination is invalid in whole or in part, to the extent that it is invalid, the Trustee must pay the Member's Death Benefit in accordance with Rule 5.2(f).
- (b) **Automatic revocation.** If the Trustee accepts a Binding Death Benefit Nomination or a Non-lapsing Binding Nomination, it will automatically revoke any earlier Binding Death Nomination or Non-lapsing Binding Nomination accepted by the Trustee.

## 5.6 DEALING WITH INSURANCE

- (a) **Insurance relating to benefits.** The Trustee may effect one or more policies of insurance or assurance in relation to a Member as Benefit Payment Insurance or Additional Insurance.
- (b) **Insurance applied to liability.** Whenever a payment is to be made under any insurance, the payment will be applied:
- (i) in the case of Benefit Payment Insurance, towards satisfaction of the Fund's liability to pay any one or more of a Member's benefits; or
  - (ii) in the case of Additional Insurance, in addition to the Fund's liability to pay any one or more of a Member's benefits,
- as agreed by the Member and the Trustee.
- (c) **Insurance not designated.** If a policy has been effected under Rule 5.6(a) and the policy is not designated as Benefit Payment Insurance or Additional Insurance, the policy will be deemed to be Benefit Payment Insurance.
- (d) **Treatment of Additional Insurance.** Where the Trustee has effected Additional Insurance and an amount becomes payable to the Trustee under it, the Trustee must add the amount payable, net of any reasonable fees, charges and taxes, to the Member's Accumulation Account prior to calculating the amount of the Member's benefits or entitlements payable in accordance with this Deed.
- (e) **Treatment of Benefit Payment Insurance.** Where the Trustee has effected Benefit Payment Insurance and an amount becomes payable to the Trustee under it, the Trustee must first apply that amount towards satisfaction of the Fund's liability to pay the Member's

benefits or entitlements in accordance with this Deed and the Trustee will reduce the Member's Accumulation Account by the amount applied. Any amount remaining plus the balance of the Member's Accumulation Account will be dealt with by the Trustee in its discretion as follows:

- (i) where any amounts have been deducted from the Member's Accumulation Account to pay any premiums in relation to the insurance, by paying or applying similar amounts to or on behalf of the Member in addition to the Fund's liability to pay benefits or entitlements in accordance with this Deed;
- (ii) by paying amounts to or on behalf of the Member in addition to the amounts set out in Rule 5.6(b) and in addition to the Fund's liability to pay benefits or entitlements in accordance with this Deed; and / or
- (iii) by reallocating any amounts to a reserve to be dealt with as the Trustee sees fit.

## 5.7 HOW TO PAY A PENSION AND HOW TO PAY A LUMP SUM BENEFIT

(a) **How to pay a Pension.** Any Pension payable under this Deed:

- (i) must conform to Rule 5.8;
- (ii) must comply with any minimum terms specified in the Act and the Regulations; and
- (iii) will be payable on other terms decided by the Trustee.

(b) **Terms to be given to Member.** A copy of the terms and conditions of a Pension is to be given to the Member or Beneficiary of that Pension at or before the Pension Date for that Pension.

(c) **How to pay a lump sum benefit (or change a Pension to a lump sum).** Any person who is entitled to receive a Pension, Annuity or income stream from the Fund other than a Total and Temporary Disablement Benefit, may direct the Trustee in writing to:

- (i) pay any amount as a lump sum; or
- (ii) commute any amount to a lump sum,

but only to the extent permitted by the terms of the Pension, Annuity or income stream. The amount of any lump sum will be equal to the balance of the Member's Accumulation Account related to the payment less any taxes and other reasonable charges which the Trustee considers are applicable to the payment or commutation.

(d) **How to reduce a Pension when commuting to a lump sum benefit.** Where a person exercises the right in Rule 5.7(c)(ii), the Trustee must discount the amount to which the person is entitled to the extent which the Trustee considers necessary to take account of the commutation. The Fund and the Trustee will then be discharged and relieved of any further liability in respect of the amount of the discount.

(e) **How to pay benefits to minors and certain other people.** Where any Beneficiary is under a Legal Disability, the Trustee will be entitled to pay or apply the Beneficiary's benefits or entitlements:

- (i) to the Beneficiary; or
- (ii) to another person for the sole purpose of that person paying or applying those benefits or entitlements for, or on behalf of, the Beneficiary or the Beneficiary's Dependants; or
- (iii) to a trust established for the benefit of the Beneficiary or the Beneficiary's Dependants.

That payment or application will constitute an effective discharge to the Fund and the Trustee. The Trustee need not be concerned and is not liable to see to the application of those benefits or entitlements after the time of their payment or application.

- (f) **Effect of Family Law Act.** A reference to a Member in this Rule 5.7 includes a Non-member Spouse. If a Superannuation Interest is created in favour of a Non-member Spouse and the order creating that interest does not require the Non-member Spouse's benefits or entitlements to be paid as a Pension, the Trustee is not required to pay those benefits or entitlements as a Pension.

## 5.8 TYPES OF PENSIONS WHICH MAY BE PAID

The Trustee may pay any Pension allowable under the Act and Regulations. A Pension must be subject to the terms and conditions contained in the Act and Regulations in relation to that type of Pension. The following Pensions, and the descriptions of them in Schedule 1, are specific examples of the Pensions which may be paid:

- (a) Pensions commencing after 30 June 2007:
- (i) **Minimum Only Pensions** described in Part 1 of Schedule 1.
  - (ii) **Transition to Retirement Pensions** described in Part 2 of Schedule 1.
- (b) Pensions commencing before 20 September 2007:
- (i) **Allocated Pensions** described in Part 3 of Schedule 1.
  - (ii) **Pre-20 September 2007 Market Linked Pensions** described in Part 4 of Schedule 1.
  - (iii) **Lifetime Pensions** (included in the definition of Defined Benefit Pension) described in Part 5 of Schedule 1.
  - (iv) **Life Expectancy Pensions** (included in the definition of Defined Benefit Pension) described in Part 6 of Schedule 1.
  - (v) **Lifetime Commutable Pensions** (included in the definition of Defined Benefit Pension) described in Part 7 of Schedule 1.
  - (vi) **Non-Commutable Allocated Pensions** described in Part 8 of Schedule 1.
- (c) Pensions commencing after 19 September 2007, where the amount was purchased with a rollover superannuation benefit that resulted from the commutation of a pension or annuity of the type referred to in Regulation 1.06(1B):
- (i) **Post-19 September 2007 Market Linked Pensions** described in Part 9 of Schedule 1.

## 5.9 ONLY SOME FUNDS MAY PAY DEFINED BENEFIT PENSIONS

Subject to the Act and Regulations, if the Fund is a Self Managed Superannuation Fund, the following provisions apply in relation to the Fund paying Defined Benefit Pensions to Members:

- (a) Where a Member was already receiving a Defined Benefit Pension on or before 11 May 2004, that Member may continue to receive that Pension, but any further Defined Benefit Pensions in respect of that or other Members are only payable in the circumstances set out in this Rule 5.9.

- (b) Where the Fund was in existence on 11 May 2004 and the Governing Rules provided for the payment of Defined Benefit Pensions at that time, the Fund may continue to provide Defined Benefit Pensions for the Members.
- (c) Where the Fund was in existence on 11 May 2004 and the Governing Rules did not provide for the payment of a Defined Benefit Pension, the Fund may pay one or more Defined Benefit Pensions to a Member if:
  - (i) the Member was a Member on 11 May 2004;
  - (ii) before 31 December 2005, the Member:
    - A. retires on or after attaining age 55; or
    - B. attains age 65; and
  - (iii) a Defined Benefit Pension is commenced for that Member before 1 July 2005 in respect of which the first payment is made within 12 months after the Pension Date for that Pension.

#### 5.10 RESTRICTIONS ON WHEN AND HOW BENEFITS MAY BE PAID

This Rule is subject to any amendments, modifications, re-enactments, or substitutions of the Act and Regulations, from time to time, which may impose any requirement on the payment of benefits and entitlements and must be read and interpreted accordingly.

- (a) **Restrictions on how benefits may be paid.** Subject to the Regulations, a Member's benefits and entitlements in the Fund may only be paid:
  - (i) by being cashed in accordance with Rule 5;
  - (ii) by being rolled over or transferred in accordance with this Deed; or
  - (iii) when, and to the extent that, the Fund is required or permitted to pay them in accordance with this Deed.
- (b) **Payment of Unrestricted Non-Preserved Benefits.** Subject to this Deed and subject to compliance with any restrictions or procedures relating to the commutation of part or all of a Pension to a lump sum, the whole or a part of a Member's Unrestricted Non-preserved Benefits may be cashed at any time in any one or any combination of the following:
  - (i) one or more lump sums;
  - (ii) one or more Pensions; and/or
  - (iii) the purchase of one or more Annuities,

less administrative, insurance and taxation costs and other direct costs relating to the establishment, operation and termination of the Fund applicable to the Member's Unrestricted Non-preserved Benefits at the relevant time.
- (c) **Payment of Restricted Non-Preserved Benefits.** Subject to this Deed, the whole or a part of a Member's Restricted Non-preserved Benefits:
  - (i) may only be cashed on or after the satisfaction of a Condition of Release; and
  - (ii) must not exceed the Member's Restricted Non-preserved Benefits that had accrued at the time when the Condition of Release was satisfied,

less administrative, insurance and taxation costs and other direct costs relating to the establishment, operation and termination of the Fund applicable to the Restricted Non-preserved Benefits at the relevant time. The form in which Restricted Non-preserved Benefits may be cashed is:

- (iii) the form, if any, specified in the Cashing Restriction for Restricted Non-preserved Benefits in relation to the relevant Condition of Release; or
- (iv) if the Cashing Restriction is "Nil" then, subject to compliance with any restrictions or procedures relating to the commutation of part or all of a Pension to a lump sum, in any one or any combination of the following forms:
  - A. one or more lump sums;
  - B. one or more Pensions; and/or
  - C. the purchase of one or more Annuities.

(d) **Payment of Preserved Benefits.** Subject to this Deed, the whole or any part of a Member's Preserved Benefits may only be cashed on or after the satisfaction of a Condition of Release and must not exceed the sum of:

(i) the Member's Preserved Benefits that had accrued at the time when the Condition of Release was satisfied; and

(ii) any investment earnings accruing on those benefits from that time,

less administrative, insurance and taxation costs and other direct costs relating to the establishment, operation and termination of the Fund applicable to the amounts in (i) and (ii) above at the relevant time. The form in which Preserved Benefits may be cashed is:

(iii) the form, if any, specified in the Cashing Restriction for Preserved Benefits in relation to the relevant Condition of Release; or

(iv) if the Cashing Restriction is "Nil" then, subject to compliance with any restrictions or procedures relating to the commutation of part or all of a Pension to a lump sum, in any one or any combination of the following forms:

- A. one or more lump sums;
- B. one or more Pensions; and/or
- C. the purchase of one or more Annuities.

(e) **When it is compulsory to pay benefits.** A Member's benefits and entitlements in a Regulated Superannuation Fund must be cashed as soon as practicable after a Member dies.

(f) **Payment of compulsory benefits.** Subject to this Deed and subject to compliance with any restrictions or procedures relating to the commutation of part or all of a Pension to a lump sum, the form in which benefits and entitlements may be cashed under Rule 5.10(e) is any one or any combination of the following forms:

- (i) a single lump sum;
- (ii) an interim lump sum plus a final lump sum;
- (iii) one or more Pensions; and/or
- (iv) the purchase of one or more Annuities,

except where that benefit is to be paid to a Child of the deceased Member, in which case it is subject to the restrictions contained in Rule 5.10(g).

(g) **Restriction on Death Benefit Pensions to Children.** Subject to the Act and Regulations, from time to time, if a Member dies after 30 June 2007 and part or all of that Member's Death Benefit is to be paid to a Dependant who is a Child of the Member, the Death Benefit may only be paid as a Pension if the Child:

- (i) is less than 18 years of age; or

- (ii) is greater than 18 years of age, but less than 25 years of age and is financially dependent on the Member; or
- (iii) has a disability of the kind described in subsection 8(1) of the *Disability Services Act 1986*,

and, except in the case of a Child described in paragraph (iii), above, such a Pension must cease no later than the Child attaining 25 years of age.

- (h) **Effect of Family Law Act.** A reference to a Member in this Rule 5.10 includes a Non-member Spouse. If a Superannuation Interest is created in favour of a Non-member Spouse and the order creating that interest does not require the Non-member Spouse's benefits or entitlements to be paid as a Pension, the Trustee is not required to pay those benefits or entitlements as a Pension.

#### 5.11 RESTRICTIONS WHEN THE FUND HAS MEMBER-CONTRIBUTED WA PROPERTY

- (a) **Member-contributed WA Property subject to different payment rules.** Despite any provision to the contrary in this Deed, where the Fund has Member-contributed WA Property, any provisions in this Deed purporting to enable a beneficial interest to be obtained by any person other than the Member or Members contributing the Member-contributed WA Property do not apply to that Member-contributed WA Property.
- (b) **Options for Trustee in relation to Member-contributed WA Property.** Where an event occurs which would normally entitle the Trustee to create a beneficial interest in the Member-contributed WA Property in another person other than the Member or Members contributing the Member-contributed WA Property, the Trustee must deal with the Member-contributed WA Property only in one of the following ways:
  - (i) by selling the Member-contributed WA Property and dealing with the proceeds in any manner otherwise acceptable under this Deed and the Relevant Law.
  - (ii) by separating the Member-contributed WA Property from all other assets supporting the Member's Accumulation Account and dealing with the Member-contributed WA Property in such a manner that the beneficial interest in that property remains with the Member or Members contributing the Member-contributed WA Property or, if the Member or Members have died, the Member's or Members' estate.
  - (iii) after taking such professional advice as is considered prudent by the Trustee, in such other manner as the Trustee considers appropriate, but not so as to create a beneficial interest in any person other than the Member or Members contributing the Member-contributed WA Property.
- (c) **Member-contributed WA Property affect by Family Law Act Orders.** Where the Fund has Member-contributed WA Property and an order is made pursuant to the Family Law Act 1975, which order has or is likely to have the effect of someone other than the Member or Members contributing Member-contributed WA Property acquiring a beneficial interest in that property, the Trustee must sell the property as soon as possible and, in any event, prior to another person gaining a beneficial interest in that property.

## 6. ROLLOVERS AND TRANSFERS OF BENEFITS

### 6.1 INTO THE FUND

- (a) **Members may.** A Member may request that the Trustee accept a rollover or transfer into the Fund of any existing superannuation benefits or entitlements which are able to be rolled over or transferred into the Fund under the Relevant Law. Those benefits or entitlements may include:
- (i) any Superannuation Lump Sums being held with another superannuation fund, Approved Deposit Fund, EPSSS, RSA or pooled superannuation trust; and/or
  - (ii) any Superannuation Lump Sums from other sources which are able to be rolled over or transferred into the Fund under the Relevant Law.
- (b) **Trustee to decide.** The Trustee must consider a request made in accordance with Rule 6.1(a) and may:
- (i) accept a rollover or transfer of the entire amount of the benefits or entitlements;
  - (ii) accept a rollover or transfer of part of the benefits or entitlements; or
  - (iii) reject a rollover or transfer of the whole or any part of the benefits or entitlements,
- and in reaching that decision, the Trustee may consider the limits on benefits payable to the Member, the balance of the Member's Accumulation Account before and after the proposed rollover or transfer, the terms under which the benefits or entitlements are currently being held and any other matters which the Trustee considers relevant.
- (c) **Some rollovers and transfers cannot be accepted.** The Trustee must not accept a rollover or transfer of any benefits or entitlements which would or would be likely to cause a breach of a Civil Penalty Provision or constitute an offence under the Act.
- (d) **Condition of rollover or transfer in.** Where the Trustee accepts a rollover or transfer of benefits or entitlements under this Rule 6.1, those benefits or entitlements must be maintained and will only be payable:
- (i) in accordance with the terms of the trust deed or governing rules, if any, of the transferring entity at the date of rollover or transfer, as advised to the Trustee; or
  - (ii) on other terms approved by the Regulator.
- (e) **Most benefits rolled over or transferred into the Fund retain the same status.** Except as otherwise provided by the Act and Regulations, for the purpose of determining the status of benefits or entitlements under this Deed, any benefits or entitlements rolled over or transferred into the Fund will retain the same character in the Fund as they had in the superannuation fund, Approved Deposit Fund, EPSSS, RSA or pooled superannuation trust from which they were transferred.

### 6.2 OUT OF THE FUND

- (a) **Who may request.** A request to roll over or transfer any benefits or entitlements out of the Fund may only be made by:
- (i) a Member;
  - (ii) in the case of a Member's death or Total and Permanent Disablement, the person or persons otherwise entitled to receive a benefit or entitlement; or
  - (iii) a Member's legal personal representative.



- (b) **Trustee must notify others.** Upon receiving a request to roll over or transfer benefits out of the Fund, the Trustee must give notice in writing of the proposed rollover or transfer to all other interested persons who at that time are entitled to make a similar request.
- (c) **Trustee must not rollover or transfer benefits with objections.** If a person notified under Rule 6.2(b) objects to the rollover or transfer by notice to the Trustee containing reasons, the Trustee must not roll over or transfer those benefits and must give notice of the objection and of the identity of the objector to the person making the request.
- (d) **Conditions of rollover or transfer out.** The Trustee will roll over or transfer benefits or entitlements in accordance with a request under Rule 6.2(a) if:
- (i) no person is required to be notified of a request for a rollover or transfer;
  - (ii) no objection has been received from an interested person within 7 days of giving notice; or
  - (iii) the Trustee is satisfied that any objection received has been removed.
- (e) **Time for rolling over or transferring out.** Unless another provision of this Part applies to a request to roll over or transfer benefits or entitlements, the Trustee must roll over or transfer the amounts within 30 days of receiving such a request containing the information required by Rule 6.2(f).
- (f) **Information required to process rollover or transfer.** Schedule 2A of the Regulations sets out the information which must be provided by a Member to a Trustee prior to a request to roll over or transfer benefits or entitlements is processed.
- (g) **Dealing with rollovers or transfers of Illiquid Investments.** If the Fund presently has an Illiquid Investment and before that investment was made, the Trustee informed the Members:
- (i) that the investment was an Illiquid Investment;
  - (ii) that the Regulations allow for longer than 30 days to process requests for rollovers or transfers out where the Fund holds Illiquid Investments;
  - (iii) the maximum period in which the transfer must be effected; and
  - (iv) the Trustee has obtained written confirmation from the Members that they understand and consent to the longer period,
- the Trustee is not obliged to comply with the 30 day period for rolling over or transferring benefits or entitlements out of the Fund.
- (h) **Non-member Spouse benefits.** Where a Superannuation Interest has been created in favour of a Non-member Spouse under a Family Law Act order and that order does not restrict the transfer or roll over of the Non-member Spouse's Superannuation Interest, that interest may be rolled over or transferred out of the Fund:
- (i) upon the request of the Non-member Spouse, subject to the request complying with the terms of this Rule 6.2; or
  - (ii) if the Trustee, in its absolute and unfettered discretion, decides to do so and the Trustee complies with all conditions imposed by the order,
- and after all reasonable costs of rolling over or transferring that interest out of the Fund have been deducted from the Non-member Spouse's Superannuation Interest.

### 6.3 TRUSTEE'S DUTIES

- (a) **Duty to ensure transferee is regulated.** When the Trustee receives a request under Rule 6.2(a), the Trustee must, before allowing any rollover or transfer, ensure that the entity accepting the benefits or entitlements is:

- (i) a Regulated Superannuation Fund;
- (ii) an Approved Deposit Fund;
- (iii) a RSA; or
- (iv) an EPSSS,

and it is sufficient for the Trustee to receive from the entity accepting the benefits or entitlements, confirmation in writing of its status.

- (b) **Duty to ensure proper deductions made.** Where a rollover, transfer or payment of benefits or entitlements out of the Fund is to be made, the Trustee must ensure that:

- (i) all taxes, expenses, accrued and actual liabilities required to be deducted from the Member's Accumulation Account have been deducted; and
- (ii) all income, gains and accretions required to be credited to the Member's Accumulation Account have been credited,

prior to determining the amount of benefits or entitlements available for rollover, transfer or payment to the Member.

- (c) **People to be notified if Member has died.** If a Member dies and benefits or entitlements become payable to any person other than the Member's legal personal representative, the Trustee must notify each person to whom benefits or entitlements are payable of the reasons why benefits or entitlements are payable to them, the amounts payable and the terms upon which they are to be paid.

- (d) **Dealing with Death Benefits if Beneficiaries cannot be located.** If the Trustee cannot, after making all reasonable attempts, locate a person to whom any benefits or entitlements are payable in accordance with Rule 6.3(c), the Trustee may pay those benefits or entitlements, to the Member's legal personal representative, or to any one or more of the remaining Designated Beneficiaries, if any, in any proportions as the Trustee decides. No person will have any claim or cause of action against the Trustee or the Fund as a result of the Trustee exercising its discretion in accordance with this Rule.

- (e) **Information to the Taxation Commissioner.** When the Trustee pays benefits or entitlements out of the Fund and the entire amount of those benefits or entitlements are not rolled over or transferred into a Regulated Superannuation Fund, Approved Deposit Fund, EPSSS or RSA, the Trustee must, within the prescribed time, provide to the Taxation Commissioner, in the form prescribed by the Relevant Law, information required by the Taxation Commissioner in relation to those benefits or entitlements and in relation to the recipients.

### 6.4 SPLITTING CONTRIBUTIONS

- (a) **Contributions that may be split.** Where contributions are made in respect of a Member after 1 January 2006, the following contributions (called "**Splittable Contributions**") may be split:

- (i) if the contributions will be included in the Fund's taxable income for a Year of Income – up to 85% of the contributions; and

- (ii) if the contributions will not be included in the Fund's taxable income for a Year of Income and the contributions are made on or before 5 April 2007 – up to 100% of the contributions.
- (b) **Spouse cannot receive Splittable Contributions.** If the Member's Spouse is either:
- (i) over age 55 years and retired; or
  - (ii) over age 65 years,
- at the time the Member applies to the Trustee to split their contributions, the Trustee may not accept that application and may not split their contributions pursuant to this Rule 6.4.
- (c) **Manner of splitting contributions.** Contributions are split by the Trustee rolling over, transferring or crediting an amount of benefits, for the benefit of the Member's Spouse, in an amount no greater than the Splittable Contributions referred to in Rule 6.4(a).
- (d) **Trustee may create Spouse Member account.** If the Spouse who will be receiving a Splittable Contribution does not already have a Member account, the Member must apply for Membership, in accordance with Part 2 of this Deed. A Trustee cannot accept an application to split contributions in respect of a Member until the Trustee has accepted the Member's Spouse as a Member.
- (e) **Application for contributions split.** A Member may apply to the Trustee to split their Splittable Contributions, in a form approved by the Trustee, either:
- (i) after the end of a Year of Income in relation to Splittable Contributions made in the previous Year of Income; or
  - (ii) if the entire amount of a Member's Splittable Contributions for that year are to be rolled over, transferred or credited to the Member's Spouse, during the Year of Income in respect of which the Splittable Contributions are made,
- and the application must sufficiently identify the amounts and types of contributions referred to in Rule 6.4(a) which are to be split.
- (f) **Invalid contribution split application.** An application from a Member to split their Splittable Contributions is invalid if:
- (i) in relation to the Year of Income to which the splitting application applies, the Member has already made an application which the Trustee is either still considering, or has already put into effect;
  - (ii) the amount of benefits to which the splitting application relates exceeds the maximum amount of Splittable Contributions, referred to in Rule 6.4(a); or
  - (iii) the benefits which would remain in the Member's account after the split would exceed the value of the Post-June 83 Component of the Member's account balance, as calculated at the time the split would be made.
- (g) **Trustee's discretion.** The decision to offer the option to split contributions and the decision to accept a particular application to split contributions under this Rule 6.4 is entirely at the discretion of the Trustee.
- (h) **This Rule does not affect Family Law Act splits.** For the avoidance of doubt, this Rule 6.4 does not apply to benefits which are split, pursuant to the operation of the Family Law Act 1975.

**7. EMPLOYERS WHO MAY CONTRIBUTE TO THE FUND**

Subject to Rule 4.1, the Trustee may accept contributions from an Employer or past Employer whether or not the Employer has agreed in writing to the terms and conditions of this Deed.

## 8. THE TRUSTEE

### 8.1 APPOINTMENT, RESIGNATION AND REMOVAL

- (a) **Not Disqualified Person.** A Disqualified Person cannot be a Trustee.
- (b) **Appointment.** The sole right and entitlement to appoint one or more Trustees may be exercised by the Members, by resolution passed by more than 50% of the Members present at a meeting called for the purpose.
- (c) **Consent to be in writing.** The form of consent to trusteeship and/or directorship, where the Trustee is a Constitutional Corporation, must be in writing. Upon acceptance of a trusteeship, the Trustee is deemed, as a condition of appointment, to accept and be bound by the terms, conditions, duties and obligations specified in this Deed.
- (d) **Unwritten acceptance not invalid.** The acceptance and appointment to the office of Trustee will not be invalidated because it is not in writing, but any acceptance of the appointment in a form other than in accordance with Rule 8.1(c) will be deemed to be on the same terms and conditions as set out in that Rule.
- (e) **New Trustees or directors to sign declaration of understanding.** Where a person becomes a Trustee or a Director of a Corporate Trustee of a SMSF after 30 June 2007, they must sign a declaration in a form approved by the Regulator, stating that they understand their duties as a trustee of a SMSF. This declaration must be signed within 21 days of their appointment and retained for either 10 years or the period that they hold office, whichever is the longer.
- (f) **How the Trustee may resign.** A Trustee may resign from the office of Trustee at any time, by giving notice in writing to the Members.
- (g) **How the Trustee may be dismissed.** A Trustee may be dismissed from the office of Trustee at any time, by written notice given by any Member, after a resolution to dismiss the Trustee, passed by a majority of the Members, at a meeting called for that purpose.
- (h) **Removal of the Trustee in other circumstances.** A Trustee ceases to be a Trustee upon the happening of any of the following events:
- (i) Subject to (i) below, where a Trustee, being a natural person:
    - A. dies;
    - B. becomes incapable of dealing with his or her own affairs;
    - C. is convicted of an offence of dishonesty or otherwise becomes disqualified from office by operation of law;
    - D. commits an act of bankruptcy or threatens to call any meeting with a view to entering into a composition or agreement with creditors;
    - E. makes an assignment to or enters into a composition with his or her creditors, or seeks the protection of any statute for relief from creditors;
    - F. has any floating security become fixed in respect of the whole or part of the Trustee's assets; or
    - G. becomes a Disqualified Person.
  - (ii) Where a Trustee, being a corporation:

- A. has an application made, resolution passed or an order made for its liquidation or winding up (except for the purposes of amalgamation or reconstruction);
- B. is deemed to be insolvent, or any act or event constituting grounds for winding up by a court occurs;
- C. is struck off, de-registered or otherwise ceases to exist or to have full capacity;
- D. has a receiver or official manager appointed to the whole or any part of its undertaking;
- E. becomes disqualified from office by operation of law; or
- F. becomes a Disqualified Person.

- (i) **Trustee/Member dies or becomes Legally Disabled.** Where the Fund is an SMSF and a person who is a Trustee and a Member dies or becomes Legally Disabled, the Member's legal personal representative will become a Trustee during the period:
- (i) where the Member dies, beginning at the date of the Member's death and ending when death benefits first commence to be paid in respect of the Member; or
  - (ii) where the Member becomes Legally Disabled, beginning at the date when the Member's legal personal representative assumes control of the Member's affairs and ending either when that person ceases to act in the capacity of legal personal representative for the Member, or in other circumstances allowed or required by this Deed or the Relevant Law.

## 8.2 GENERAL TRUSTEE MATTERS

**The Trustee may be a Member.** Where a proposed Trustee is a natural person, that person is not, by their status as a Member, excluded or otherwise restricted from being appointed as a Trustee and may vote as a Member in all circumstances in which Members are entitled to vote, including resolutions for the appointment or dismissal of that person as Trustee.

## 8.3 COVENANTS, POWERS, AUTHORITIES AND RESTRICTIONS

- (a) **Trustee's covenants.** By accepting the appointment to the office of Trustee, the Trustee covenants:
- (i) to act honestly in all matters concerning the Fund;
  - (ii) to exercise, in relation to all matters affecting the Fund, the same degree of diligence as an ordinary prudent person would exercise in dealing with property of another for whom the person felt morally bound to provide;
  - (iii) to ensure that the Trustee's duties and powers are performed and exercised in the best interests of the Beneficiaries;
  - (iv) to keep the money and other assets of the Fund separate from any money and assets respectively that are held by the Trustee personally or in any other capacity;
  - (v) 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;
  - (vi) to formulate and give effect to an investment strategy for the Fund;
  - (vii) if the Fund has any reserves, 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; and

- (viii) to allow any Beneficiary access to information or documents which are prescribed by a Relevant Law to be accessible by them.
- (b) **Trustee may authorise others to act.** A covenant in Rule 8.3(a) does not prevent the Trustee from engaging, or authorising persons to do, acts or things on behalf of the Trustee.
- (c) **Matters to be considered in formulating investment strategy.** In formulating one or more investment strategies for the purposes of Rule 8.3(a), the Trustee must ensure that each strategy has regard to all the circumstances of the Fund or sub-plan (as the case may be), including but not limited to:
  - (i) the risk involved in making, holding and realising, and the likely return from, the Fund's investments, having regard to the Fund's or sub-plan's (as the case may be) objectives and expected cash flow requirements;
  - (ii) the composition of the investments as a whole, including the extent to which they are diverse or involve exposure of the Fund or sub-plan (as the case may be) to risks from inadequate diversification;
  - (iii) the liquidity of the investments, having regard to the Fund's or sub-plan's (as the case may be) expected cashflow requirements; and
  - (iv) the ability of the Fund or sub-plan (as the case may be) to discharge its existing and prospective liabilities.
- (d) **Beneficiaries may direct Trustee.** An investment strategy made in accordance with Rule 8.3(a) may provide for a specified Beneficiary or class of Beneficiaries to give directions to the Trustee, where:
  - (i) 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
  - (ii) the directions are given in circumstances where:
    - A. the Trustee gives to the Beneficiary, or to each member of a class of Beneficiaries, a choice of two or more investment strategies from which the Beneficiary, or class of Beneficiaries, may choose a strategy or combination of strategies;
    - B. the Beneficiary, or each member of the class of Beneficiaries, is given the investment objectives of each of the strategies mentioned in A. and all information the Trustee reasonably believes a person would reasonably need for the purpose of understanding the effect of, and any risk involved in, each of those strategies;
    - C. the Beneficiary, or each member of the class of Beneficiaries, is fully informed of the range of directions that may be given and the circumstances in which they may be changed;
    - D. the Trustee clearly identifies, when the Beneficiary, or each member of the class of Beneficiaries, is given a choice of two or more investment strategies, the strategy the Trustee will adopt if no direction is given;
    - E. the direction from the Beneficiary, or each member of the class of Beneficiaries, to the Trustee is given after compliance with the above paragraphs and the direction specifies which of the strategies, or which combination of strategies referred to in A, is to be followed and any other

matters applicable to the choice offered in accordance with the above paragraphs; and

F. it conforms with any other matters prescribed by the Regulations for the purposes of section 52(4) of the Act.

(e) **General powers of Trustee.** Subject to the Relevant Law, the Trustee has all the rights of a natural person to do any thing, or to engage in any transaction or dealing, on behalf of the Fund as it could do if it were the beneficial owner of the Fund and absolutely entitled to it.

(f) **Specific powers of Trustee.** The following powers are specific examples of the Trustee's powers in Rule 8.3(e) and should not be interpreted as limiting those powers:

- (i) Subject to the other provisions of this Deed and the Act and Regulations to invest in such corporeal or incorporeal property, rights, currency, or other things of value as the Trustee decides.
- (ii) To purchase, acquire, create, hold, rent, lease, license, sell or otherwise dispose of assets and investments in any property, rights or privileges, including derivatives assets and contracts, which the Trustee is authorised by law to acquire or dispose of, on terms and conditions as the Trustee decides.
- (iii) To carry on a business, to the extent that it is allowable under the Relevant Law, from time to time;
- (iv) To appoint and/or remove or suspend, the Fund's Auditor, or any accountants, Custodians, managers, secretaries, clerks, agents and other servants or consultants, and may appoint any of them permanently, temporarily or for special services and may determine the scope and extent of their powers and duties, on terms as to remuneration or salaries as the Trustee decides.
- (v) To appoint any person (other than a Trustee) to be a Custodian for the purpose of holding or retaining the legal title of or to any asset, property, investment or other thing acquired or to be acquired by or for the benefit of the Fund.
- (vi) To institute, conduct, defend, compound, compromise or abandon any legal or other proceedings by or against the Fund or its officers or otherwise, concerning the affairs of the Fund and also to compound and allow time for payments or satisfaction of any debts due and of any claims or demands made by or against the Fund.
- (vii) To make and give receipts, releases and other discharges for money payable to the Fund and for any claims and demands against the Fund and to pay expenses as it considers properly relate to the Fund, including any income tax liability which may attach to income of the Fund or contributions made to it.
- (viii) To open accounts and to retain on current or deposit account at any bank or financial institution, any moneys as it considers proper and to make regulations for the operation of those accounts, including the signing and endorsement of cheques in connection with them.
- (ix) To borrow moneys, incur liabilities or pledge the assets of the Fund as security, but only to the extent allowed or allowable in accordance with the Act and Regulations. Any borrowing or raising may include (without limitation):
  - A. the drawing, endorsing, accepting, negotiation or other dealing in bills of exchange, promissory notes, cheques or other negotiable instruments;
  - B. any other form of borrowing or raising of money which is authorised by the Act.



- (x) To purchase annuities, pensions and income streams, and to effect policies of insurance or assurance in relation to Members for the purpose of providing benefits under this Deed.
  - (xi) To revalue the Fund's assets, and to allocate the revaluation amount to the Members and Beneficiaries in a manner consistent with the terms of this Deed.
  - (xii) To determine who will be entitled to sign, on the Fund's behalf, receipts, acceptances, endorsements, releases, contracts and documents.
  - (xiii) To pay benefits and entitlements out of the Fund to persons entitled to them.
  - (xiv) To decide, as and when required, who are Dependants for the purposes of this Deed.
  - (xv) To enter into any negotiations and contracts, to rescind and vary all contracts, to execute any deeds, and to do all or any things in the name of and on behalf of the Fund as it may consider expedient for or in relation to any of the matters referred to in this Deed or otherwise for the purposes of the Fund.
  - (xvi) To enter into an agreement with a Member varying the benefits or entitlements, or the contributions otherwise payable in respect of that Member, in any manner which the Trustee decides, subject to the terms of this Deed and to the consent of affected Members.
  - (xvii) To enter into contracts, transactions or agreements, whether they be for sale, lease or any other purpose, with one or more individual trustees, with one or more Directors of a Corporate Trustee, or with a Corporate Trustee itself, notwithstanding that they have or may obtain an interest or benefit in their own or other capacities.
  - (xviii) To enter into contracts, transactions or agreements, whether they be for sale, lease or any other purpose, in respect of another trust where one or more individual trustees or the Corporate Trustee itself, is a trustee of that trust.
  - (xix) Generally to exercise or concur in exercising all the Trustee's powers and discretions contained in this Deed or otherwise by law conferred notwithstanding that any Trustee or any director or shareholder of a corporate Trustee has or may have a direct or personal interest (whether as trustee of any other settlement or in his or her personal capacity or as a shareholder or director or member or partner of any company or partnership or as a unit holder in any unit trust or beneficiary of any 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 notwithstanding that the Trustee for the time being is the sole Trustee.
- (g) **Trustee may delegate.** Regardless of any other provision of this Deed but subject to the Relevant Law, the Trustee may delegate, in writing, any of its powers or discretions to one or more other persons.
- (h) **Trustee's indemnity.** The persons listed in Rule 8.3(i) have a right of indemnity out of the assets of the Fund in respect of any expenses incurred or liabilities resulting from any activities carried out by those persons in the exercise or purported exercise of the powers, duties, responsibilities and discretions imposed or authorised by the trusts constituted by this Deed. Those persons will not be liable for any loss or damage arising from any:
- (i) act or omission in the exercise of any powers, duties, responsibilities or discretions;
  - (ii) contract entered into or document executed in relation to the Fund;
  - (iii) error in judgment;

- (iv) neglect, default, intent to defraud, wilful misconduct, defalcation, or act or omission of any manager, agent, professional adviser, banker, stockbroker, or other person not bound or deemed to be a bound by this Deed; or
  - (v) breach of duty or of trust, or any neglect or otherwise.
- (i) **Persons entitled to indemnity.** The following persons are entitled to claim the indemnity in Rule 8.3(h):
- (i) the Trustee;
  - (ii) the Directors and other officers of the Trustee, in the case of a Corporate Trustee;
  - (iii) any Custodian; and
  - (iv) any Investment Manager.
- (j) **Exception to indemnity.** The indemnity contained in Rule 8.3(h) does not apply to any expense, damage or liability which arises from or as a result of:
- (i) a breach of trust if the Trustee:
    - A. fails to act honestly in a matter concerning the Fund; or
    - B. intentionally or recklessly fails to exercise in relation to a matter affecting the Fund, the degree of care and diligence that the Trustee was required to exercise; or
  - (ii) a liability for a monetary penalty under a Civil Penalty Provision.
- (k) **Instalment Warrants.** The Trustee has the power to borrow money under arrangements of the kind contemplated by Section 67(4A) of the Act and to enter into any and all such arrangements for that purpose, including:
- (i) the granting of indemnities to lenders for the purpose of furthering these arrangements;
  - (ii) the granting of any security for the performance of any obligation or other dealing or engagement incurred or to be entered into by the Trustee or by any other person. The Trustee's power includes the power to grant any mortgage, charge or encumbrance over all or any part of any asset or property to be acquired in accordance with the Trustee's powers under Section 67(4A) of the Act;
  - (iii) despite the covenants in Rule 8.3(a), to give proxies and powers of attorney (with or without power of substitution) and appoint representatives for voting or acting on behalf of the Trustee in relation to any part of the Fund. Without limitation, the Trustee may empower its attorney to take any action and/or perform any act on behalf of the Trustee and to sign and execute any deed, agreement or document that the Trustee may lawfully do, including the exercise of any of the Trustee's rights or obligations and the execution of mortgage and security documents. The Trustee may in its discretion, grant powers of attorney or proxies to any third party including any mortgagee, lender or financier of the Fund.

#### 8.4 IN-HOUSE ASSETS AND OTHER RESTRICTED INVESTMENTS

- (a) **Restricted and prohibited investments.** The Trustee must not make any investments and, to the extent necessary, must divest the Fund of investments, to ensure that:
- (i) the acquisition of an asset would not cause the Market Value of In-house Assets of the Fund to exceed 5% of the Market Value of the total assets of the Fund;

- (ii) the Market Value of In-house Assets of the Fund does not exceed, at the end of any Year of Income, 5% of the Market Value of the total assets of the Fund;
  - (iii) the Fund's assets do not include loans to a Member or to a Relative of a Member unless the Fund was established before 16 December 1985 and the Trustee had express power to lend money to Members and had lent money to Members before that date;
  - (iv) there is no intentional acquisition of assets by the Fund from a Related Party of the Fund, except where:
    - A. the asset is a listed security acquired at Market Value;
    - B. the Fund is a Self Managed Superannuation Fund and the asset acquired is Business Real Property of the Related Party acquired at Market Value;
    - C. the Trustee acquired the asset under a merger between Regulated Superannuation Funds;
    - D. the asset is a life insurance policy issued by a life insurance company (other than a policy acquired from a Member or from a Relative of a Member);
    - E. the asset is of a kind which the Regulator has determined may be acquired by the Fund; or
    - F. the asset is an In-house Asset of the Fund, acquired at Market Value, which would not result in the level of In-house Assets of the Fund exceeding the level permitted by Rule 8.4.
- (b) **Pre 23 December 1999 not In-house Assets.** Subject to the Act and Regulations, where an asset of the Fund was acquired, or a lease or Lease Arrangement was entered into, under a contract entered into prior to 23 December 1999, and that asset would otherwise be an In-house Asset of the Fund, but that asset was not an In-house Asset at the time it was acquired, the asset is not an In-house Asset of the Fund.
- (c) **Post 22 December 1999 not In-house Assets.** Subject to the Act and Regulations, where an asset of the Fund was acquired under a contract entered into after 22 December 1999, and that asset would otherwise be an In-house Asset of the Fund and:
- (i) where the asset was acquired after 22 December 1999, but before 1 July 2001, and the asset would not have been an In-house Asset of the Fund if acquired before 23 December 1999, that asset is not an In-house Asset of the Fund until 1 July 2001.
  - (ii) where the asset was acquired after 22 December 1999, but before 1 July 2001, and was still owned by the Fund on 1 July 2001, or where the asset was acquired after 30 June 2001, the asset will not be an In-house Asset if:
    - A. the asset was acquired prior to 1 July 2009, and was acquired solely by way of reinvestment of dividends or trust distributions in an Entity, in respect of an investment in that Entity made by the Fund prior to 23 December 1999; or
    - B. the asset was acquired prior to 1 July 2009 and:
      - I. the Fund has less than 5 Members;
      - II. the asset is an investment in a company or unit trust in which the Fund held a pre-23 December 1999 investment;
      - III. the company or unit trust had a Loan principal amount outstanding on 23 December 1999; and

- IV. the sum of the investments in the company or unit trust, acquired by the Fund after 23 December 1999, does not exceed the limits specified in section 71E of the Act.

#### **8.5 RULES APPLY TO OTHERS**

All of the rules and restrictions contained in this Deed which affect or apply to any act or thing done or not to be done by the Trustee, will apply to any act or thing done or not done on behalf of the Trustee by any person including, without limitation, any Director of a Corporate Trustee, Custodian or Investment Manager appointed by the Trustee.

## 9. ACCOUNTS, AUDIT, RECORDS AND RETURNS

### 9.1 VOLUNTARY CONTRIBUTIONS

- (a) **Voluntary contribution reserve.** Subject to the Act and Regulations, the Trustee may establish and keep, in respect of the Fund or, where there are one or more sub-plans, in respect of each sub-plan, a voluntary contribution reserve, to which the Trustee may credit all contributions other than Mandated Employer Contributions.
- (b) **Allocations within 28 days.** Where, during a Year of Income, an amount has accumulated in the voluntary contribution reserve, the Trustee must:
- (i) use the reserve for any purposes of the Fund as the Trustee decides; and
  - (ii) allocate all of the amounts in the reserve to one or more Members' Accumulation Accounts, in the proportions determined by the Trustee within 28 days after their receipt.
- (c) **Change in allocation.** If required by the Act and Regulations, or otherwise if the Trustee decides to do so, the Trustee may decide to allocate some or all contributions made by or on behalf of a Member directly to the Member's Accumulation Account, even if those contributions are of a type which would normally be allocated to the voluntary contribution reserve.

### 9.2 MEMBER ACCUMULATION ACCOUNTS

The Trustee must establish and keep, in respect of each new Member, an Accumulation Account, to which must be added:

- (a) all contributions made by, for, or in relation to the Member which form part of a Member's Minimum Benefits;
- (b) all contributions allocated to the Member's Accumulation Account from the voluntary contribution reserve;
- (c) all benefits or entitlements (including Superannuation Lump Sums) transferred into the Fund by, for, or in relation to the Member, in accordance with this Deed;
- (d) all investment earnings of the Fund or, where the Member is a member of a sub-plan, of that sub-plan, allocated to that Member's Accumulation Account attributable to the amounts in (a) and (b);
- (e) the current surrender value of any policy of capital guaranteed life assurance taken out by the Trustee upon the life of that Member; and
- (f) any reserves held by the Fund or, where the Member is a member of a sub-plan, by that sub-plan, which the Trustee has allocated to that Member's Accumulation Account;
- (g) any refunds of taxes or surcharges and any interest applicable to such amounts, where the tax or surcharge was deducted directly from contributions made by or on behalf of that Member,

and against which must be deducted:

- (h) all direct costs of establishing, operating and terminating the Fund and any administrative, insurance and taxation costs relating to the establishment, operation and termination of the Fund allocated to the Member's Accumulation Account; and
- (i) any overpayments of Government Co-contribution which the Fund is required to repay;
- (j) any amounts required to be paid to the Commissioner of Taxation as a result of the Member's failure to quote his or her tax file number to the Fund within the prescribed time;
- (k) any other taxes or surcharges applicable to contributions made by or on behalf of a Member which are required to be withheld or deducted directly from such contributions,

and the Trustee must allocate all amounts in a fair, reasonable and consistent manner, having regard to any special circumstances relating to one or more Members which might otherwise affect the allocation of amounts to a Member's Accumulation Account. Where the Trustee has made the allocations in accordance with these principles, its decision will be final.

### 9.3 ACCOUNTS FOR NON-MEMBER SPOUSES

- (a) **Compliance with Family Court Orders.** When any order is made under the Family Law Act in respect of a Member's Superannuation Interest, the Trustee may be required to:
  - (i) create and maintain a new Accumulation Account for a Non-member Spouse;
  - (ii) split the amount standing to the credit of a Member's Accumulation Account with the Non-member Spouse;
  - (iii) identify a component or percentage of a Member's Superannuation Interest which is to be paid to the Non-member Spouse;
  - (iv) transfer or roll over a Non-member Spouse's Superannuation Interest to another regulated superannuation fund, approved deposit fund, EPSSS or RSA; and/or
  - (v) notify the Non-member Spouse and the Member of orders requiring a Payment Split and other matters.
- (b) **Cost of complying.** If Rule 9.3(a) applies, the reasonable costs incurred in complying with any Family Court order, including the costs of the Trustee seeking professional advice, may be deducted from the Non-member Spouse's interest.
- (c) **Splitting Pensions.** Where, pursuant to the Family Law Act, an order is made which affects the Superannuation Interest of a Member in receipt of a Pension, the Trustee may deduct any reasonable costs incurred in complying with those orders from the capital sum supporting the Pension to be paid to the Non-member Spouse, or from the periodical payments of the Pension to be paid to the Non-member Spouse.

### 9.4 INVESTMENT RESERVE

Subject to the Act and Regulations the Trustee may, in its discretion, credit any investment earnings of the Fund to an investment reserve, to be used for such purposes as the Trustee may decide, including in the satisfaction of any expenses of the Fund and for the purpose of smoothing investment earnings allocated to members' accounts. Part or all of the balance of the investment reserve may be allocated to one or more Member's Accumulation Accounts or, where the reserve relates to a sub-plan, to the Accumulation Accounts of Members of that sub-plan. The Trustee must make any allocation in a fair, reasonable and consistent manner having regard to any special circumstances relating to one or more Members which might otherwise affect the allocation.

## **9.5 PENSION RESERVE**

Subject to the Act and Regulations, where the Trustee is required to pay one or more Pensions to one or more Beneficiaries, the Trustee may, in its discretion, transfer an amount or amounts to one or more pension reserves, for the purpose of paying that Pension or Pensions. The cost of meeting expenses, taxes or other outgoings as the Trustee decides, may be deducted from the reserve. Where an amount is transferred to a pension reserve, the Trustee may reduce the Member's Accumulation Account, to the extent of the amount transferred and may, upon receiving the advice of an Actuary or other properly qualified person, transfer amounts between the pension reserve and Member's Accumulation Account or other reserves, in a fair, reasonable and consistent manner.

## **9.6 OTHER RESERVES**

Subject to the Act and Regulations, the Trustee may, in its discretion, establish other reserves, including an anti-detriment reserve, in respect of amounts not presently allocated to Members' Accumulation Accounts or to other reserves. The cost of meeting expenses, taxes or other outgoings as the Trustee decides, may be deducted from the reserve. The balance of the reserve may be allocated to the Accumulation Accounts of one or more Members or, where the Fund is divided into sub-plans, of Members of that sub-plan. The Trustee must make any allocation in a fair, reasonable and consistent manner having regard to any special circumstances relating to one or more Members which might otherwise affect the allocation.

## **9.7 ALLOCATIONS FROM RESERVES**

Where, during a Year of Income, amounts appropriate to be allocated to Members' Accumulation Accounts have arisen, the Trustee may make as many allocations of those amounts during the course of the Year of Income as the Trustee decides. Except for amounts allocated to a voluntary contribution reserve, the Trustee may decide when and how much of a reserve amount is to be distributed to Members' Accumulation Accounts.

## **9.8 TRUSTEE TO KEEP RECORDS OF TYPES OF BENEFITS**

In addition to maintaining details of the value of Accumulation Accounts for each Member, the Trustee must keep records in a manner to enable the Trustee to determine the amounts of benefits and entitlements of individual Members which consist of:

- (a) Minimum Benefits;
- (b) Preserved Benefits;
- (c) Restricted Non-preserved Benefits; and
- (d) Unrestricted Non-preserved Benefits.

## **9.9 TRUSTEE TO KEEP ACCOUNTING RECORDS**

The Trustee must:

- (a) keep accounting records in writing which correctly record and explain the transactions and financial position of the Fund; and
- (b) keep its accounting records to enable the preparation of:
  - (i) the accounts and statements required under Rule 9.10 and/or Rule 9.11; and
  - (ii) the returns of the Fund required under Rule 9.13; and

- (c) keep its accounting records to enable those accounts, statements and returns to be conveniently and properly audited in accordance with the Act; and
- (d) keep the accounting records of the Fund, or cause them to be kept, in Australia for at least 5 years after the end of the Year of Income to which they relate.

#### **9.10 PREPARATION OF ACCOUNTS**

Except where Rule 9.11 applies, the Trustee must, in respect of each Year of Income, prepare accounts and statements in respect of the Fund which consist of at least:

- (a) a statement of financial position of the Fund;
- (b) an operating statement of the Fund; and
- (c) other accounts and statements as the Act and Regulations specify,
- (d) and, where practicable, the Trustee will prepare those accounts and statements to ensure that the Auditor does not qualify the accounts of the Fund for lack of detail or non-compliance with relevant Australian Accounting Standards.

#### **9.11 ACCOUNTS REQUIRED WHERE BENEFITS SOLELY LIFE ASSURANCE**

Where the Fund is, at the end of any Year of Income, a Fund from which the benefits and entitlements paid to each Member are wholly determined by reference to policies of life assurance, the Trustee must prepare:

- (a) a statement that policies of life assurance are in place at the end of the Year of Income;
- (b) a statement as to whether those policies have been fully maintained as required by the relevant insurers;
- (c) a statement of the identities of those insurers;
- (d) a statement of the amounts contributed by Employers and Members in the Year of Income;
- (e) a statement of the amount of premiums paid on those policies; and
- (f) a statement of the expenses incurred by the Fund in respect of the Year of Income, other than amounts covered by premiums.

#### **9.12 AUDIT OF THE ACCOUNTS**

The Trustee must appoint, and has the power to dismiss, an Approved Auditor. The Trustee must ensure that each set of accounts and statements prepared in respect of a Year of Income is audited by the Auditor.

#### **9.13 PREPARATION AND LODGEMENT OF RETURNS**

The Trustee must, in respect of each Year of Income, prepare and lodge:

- (a) with the Regulator:
  - (i) an annual return, in the approved form, containing information which is required in relation to the Fund;
  - (ii) a certificate, in the approved form, in respect of that Year of Income; and



the Trustee, is not further entitled to participate in the discussions and conduct of the meeting.

## 10.2 MEMBERS' MEETINGS

- (a) **When to hold meetings.** Subject to Rule 11, a Members' meeting must be convened by the Trustee, when:
- (i) the Trustee considers it necessary; or
  - (ii) the Trustee or a Director, receives a meeting request, signed by not less than 25% of the current Members.
- (b) **How to call a meeting.** In order to convene a Members' meeting, the Trustees must give to each Member 1 month's notice in writing that a Members' meeting is to be held, specifying the time and place and a general description of the business to be conducted at the meeting. The notice period in this Rule may be waived by the agreement of all Members.
- (c) **Appointing a chair.** Before any business is conducted at a Members' meetings, the Trustees or the Directors must appoint one of their number to chair the meeting, and the meeting must be conducted by that person in a fair and reasonable manner, but otherwise as that person determines.
- (d) **Capacity of meetings.** Subject to the requirements of this Deed and to the Act and Regulations, the Trustees or the Directors of the Trustee, must use their best endeavours to comply with a resolution passed by a majority of the Members then present in person or by proxy at a Members' meeting.
- (e) **Quorum.** The quorum for Members' meetings is half of the total number of Members present in person or by proxy rounded up to the nearest whole number.
- (f) **Voting by proxy.** A Member who is unable to be present at a meeting of Members may nominate a person to attend the meeting as the Member's proxy, subject to the following requirements:
- (i) The person nominated as proxy must carry into and put before the meeting an authority, signed by the Member in whose place the proxy is attending, in the following form:
 

"I, ....., being a Member of the .....  
Superannuation Fund, authorise ....., who presents this  
document to the meeting, to act as my proxy for the purposes of the Members'  
meeting to be held on     /     /     .  
Signed....., dated     /     /     ".
  - (ii) A person may be nominated as a proxy for one meeting only. The same person may be nominated for any subsequent meeting.
  - (iii) A person nominated as proxy must vote strictly in accordance with the directions of the appointing Member. A proxy, who is not otherwise a Member, is not further entitled to participate in the discussions and conduct of the meeting.

## 11. INQUIRIES AND COMPLAINTS

- (a) **Dealing with complaints.** The Trustee must, within 90 days, consider any inquiry or complaint by one or more Members which has been raised either in a Members' meeting or in writing. Where an inquiry or complaint is not dealt with to the satisfaction of the Member or Members within that time, the parties must arrange for a convenient time and place to meet with each other, for the purpose of resolving the matter. Each party, or the representatives of each party, will be allowed approximately equal time to present the reasons for and to propose resolutions to their grievances.
- (b) **Conduct of meetings.** The parties present at a meeting under Rule 11(a):
- (i) may, by agreement, appoint a person to chair the meeting, but it is not necessary to do so;
  - (ii) must appoint a person to take and distribute, to all parties in attendance, written minutes of the proceedings; and
  - (iii) may agree to convene one or more further meetings to address the issues in dispute.

**12. ADMINISTRATIVE MATTERS**

**12.1 INTERPRETATION OF THIS DEED**

Except as otherwise expressly provided, the interpretation and application of this Deed will be determined by the Trustee and that determination will be binding and final.

**12.2 HOW TO DESIGNATE A BENEFICIARY**

In circumstances other than the giving of a Binding Death Nomination or a Non-lapsing Binding Nomination, a Member wishing to designate a Dependant or other person as a Beneficiary must do so in writing to the Trustee in the following form, or in any other form which the Trustee may approve:

"I,.....of..... acknowledge that the discretion vested in you as to the application of benefits in circumstances where I cannot receive them myself is an absolute, free and unfettered discretion, but I express the wish that in the exercise of that discretion you give consideration to paying any such benefits to the following persons, in the following proportions:

| Name of Designated Beneficiary | Address | Relationship to Member | Proportion of Benefits |
|--------------------------------|---------|------------------------|------------------------|
|--------------------------------|---------|------------------------|------------------------|

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

Signed....."

**12.3 LIMITS ON RIGHTS OF MEMBERS**

No person, whether as a Member or otherwise, will have any claim, right or interest to, in respect of, or against the Trustee, the Fund, or any contributions made to the Fund, except under and in accordance with this Deed.

**12.4 RIGHT TO INSPECT**

Every Member has the right to inspect a copy of this Deed, at a time and a place which is convenient to the Trustee.

**12.5 SECRECY**

- (a) **Confidential Information.** No Member has any right to enquire, or to be given any information concerning the interest of another Member.
- (b) **Other confidential information.** The Trustee must observe strict secrecy with regard to the affairs, accounts and transactions of the Fund, but this does not prevent the publication of financial, statistical or other information to all Members, generally, whenever the Trustee decides.

## 12.6 RECEIPTS AND PAYMENTS WITH ASSETS

Subject to Rule 5.8 and to the Act and Regulations, where:

- (a) any benefits or entitlements of Members are payable, transferable or receivable by or to the Fund; or
- (b) any liabilities incurred by or on behalf of the Fund are required to be satisfied; or
- (c) any assets are owing to or are to be acquired by the Fund,  
the Trustee may, with the agreement of the other party, in lieu of money, and at its discretion, make or receive settlement of the amounts concerned by:
- (d) transferring assets of the Fund to; or
- (e) receiving a transfer of assets from,  
another person, at the assets' Market Value.

## 12.7 MEMBERS TO PROVIDE INFORMATION

Every Member and every person claiming a benefit or entitlement, or in receipt of a Pension, or other benefit or entitlement, must give the Trustee any information or authorisation and produce any documents which the Trustee considers necessary for the purposes of giving effect to this Deed.

## 12.8 VARIATION OF TRUSTS OR DEED

The Trustee may at any time amend, revoke, replace or modify all or any of the provisions of this Deed by deed or other written instrument or by resolution in writing. Any amendment, revocation, replacement or modification must not:

- (a) alter the objects of the Fund;
- (b) reduce the benefits and entitlements payable to Members without the prior written approval of the Members or the amendments are required to comply with the Relevant Law;
- (c) alter the rights and benefits of existing Members in any manner so that, on the whole, equity between Members is not maintained;
- (d) be contrary to or inconsistent with the Act and Regulations; or
- (e) invalidate or alter the terms of any Non-lapsing Binding Nomination given by one or more Members, unless the Relevant Law has changed in a manner which would invalidate or alter the terms of any Non-lapsing Binding Nominations and, in that case, the amendment, revocation or modification to the Deed is no greater than the change necessitated by the Relevant Law.

## 12.9 EFFECT OF CHANGES IN RELEVANT LAW

The Trustee is authorised and empowered to act in accordance with the Relevant Law (including the requirements for the Fund to be a complying superannuation fund and a Regulated Superannuation Fund) and, to the extent that there is any inconsistency between this Deed and the Relevant Law, the Relevant Law will prevail.

## **13. WINDING UP THE FUND**

### **13.1 CONDITIONS FOR TERMINATION**

The trusts created by this Deed will terminate:

- (a) where the Members, by unanimous resolution vote to wind up the Fund in a special meeting convened for that purpose, on the first day on which the membership of all Members has been terminated and all benefits and entitlements paid or transferred out of the Fund, so that all of the assets of the Fund are expended or distributed;
- (b) where the Trustee becomes aware that the Fund is insolvent, on the day on which the Regulator's permission to wind-up is obtained; or
- (c) in any other circumstances when there are no Members or Beneficiaries and the Trustee considers it to be unlikely that there will be any new Members, on the day determined by the Trustee.

### **13.2 STEPS TO TAKE ON WINDING-UP**

When it becomes clear to the Trustee that Rule 13.1 will apply, the Trustee will take all necessary steps to distribute any remaining assets of the Fund and to satisfy any outstanding liabilities, and will then:

- (a) notify any remaining interested parties of its intention to wind-up the Fund;
- (b) notify the Regulator and the Taxation Commissioner of its intention to wind-up the Fund;
- (c) comply with any other requirements of the Act and the Regulations concerning the winding-up of Funds; and
- (d) take any further steps which, in the Trustee's opinion, are required to wind-up the Fund.

**SCHEDULE 1****Description of Pensions****Rule 5.8****PART 1****MINIMUM ONLY PENSION**

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(9A)(a), which included the following requirements at the date of this Deed:

- (a) payments are made at least annually;
- (b) the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not smaller in total than the following amounts:

**Account Balance x Percentage Factor**

Where:

**Account Balance** means:

- (i) the value of the annuity or pension:
  - 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 annuity or pension payments commence - on the commencement day,being the total amount paid as consideration to purchase the annuity or pension, as increased by returns on investments and as decreased by fees, charges, applicable taxes, payments to the annuitant or pensioner and payments made under a Splitting Order; or
- (ii) if the value of the annuity or pension under paragraph (a) is less than the withdrawal benefit to which the beneficiary would be entitled if the annuity were to be fully commuted — the value of the withdrawal benefit.

**Percentage Factor** means the percentage factor specified in Table 1, below, that applies to the beneficiary because of the beneficiary's age on:

- (i) 1 July in the financial year in which the payment is made; or
- (ii) if that is the year in which the annuity or pension payments commence - the commencement day.

Table 1

| Item | Age of Beneficiary | Percentage Factor |
|------|--------------------|-------------------|
| 1    | Under 65           | 4                 |
| 2    | 65 – 74            | 5                 |
| 3    | 75 – 79            | 6                 |
| 4    | 80 – 84            | 7                 |
| 5    | 85 – 89            | 9                 |
| 6    | 90 – 94            | 11                |
| 7    | 95 or more         | 14                |

- (c) for the financial year commencing 1 July 2008 and any other year or years permitted under the Act and Regulations, the minimum payment will be not smaller than half the amount determined under the formula in paragraph (b), above;
- (d) if the Pension commences or is required to be re-calculated (for example, because it has been partially commuted) on a day other than 1 July of a year, the minimum payment specified in paragraph (b), above, is reduced to the following amount:
- $$\text{minimum payment} \times \frac{\text{days remaining in financial year}}{\text{total days in financial year}}$$
- (e) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year;
- (f) 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;
- (g) if the primary beneficiary or a reversionary beneficiary dies, the Pension cannot be transferred to a Child of that person (but may be paid as a lump sum), unless the Child:
- (i) is less than 18 years of age; or
  - (ii) is greater than 18 years of age, but less than 25 years of age and is financially dependent on the Member; or
  - (iii) has a disability of the kind described in subsection 8(1) of the *Disability Services Act 1986*,

and, except in the case of a Child described in (iii) above, such a Pension must cease no later than the Child attaining 25 years of age;

- (h) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (i) if the Pension is commuted, at least the minimum amount, calculated in accordance with Regulation 1.07D, has been paid in the year of commutation.

## PART 2

### TRANSITION TO RETIREMENT PENSION

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(9A)(a), which included the following requirements at the date of this Deed:

- (a) payments are made at least annually;
- (b) the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) are not smaller in total than the following amount:

$$\text{Account Balance} \times \text{Percentage Factor}$$

Where:

**Account Balance** means:

- (i) the value of the annuity or pension:
  - 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 annuity or pension payments commence - on the commencement day,
 being the total amount paid as consideration to purchase the annuity or pension, as increased by returns on investments and as decreased by fees, charges, applicable taxes, payments to the annuitant or pensioner and payments made under a Splitting Order; or
- (ii) if the value of the annuity or pension under paragraph (a) is less than the withdrawal benefit to which the beneficiary would be entitled if the annuity were to be fully commuted — the value of the withdrawal benefit.

**Percentage Factor** means the percentage factor specified in Table 1, below, that applies to the beneficiary because of the beneficiary's age on:

- (i) 1 July in the financial year in which the payment is made; or
- (ii) if that is the year in which the annuity or pension payments commence - the commencement day.



Table 1

| Item | Age of Beneficiary | Percentage Factor |
|------|--------------------|-------------------|
| 1    | Under 65           | 4                 |
| 2    | 65 – 74            | 5                 |
| 3    | 75 – 79            | 6                 |
| 4    | 80 – 84            | 7                 |
| 5    | 85 – 89            | 9                 |
| 6    | 90 – 94            | 11                |
| 7    | 95 or more         | 14                |

- (c) for the financial year commencing 1 July 2008 and any other year or years permitted under the Act and Regulations, the minimum payment will be not smaller than half the amount determined under the formula in paragraph (b), above;
- (d) if the Pension commences or is required to be re-calculated (for example, because it has been partially commuted) on a day other than 1 July of a year, the minimum payment specified in paragraph (b), above, is reduced to the following amount:
- $$\text{minimum payment} \times \frac{\text{days remaining in financial year}}{\text{total days in financial year}}$$
- (e) until the primary beneficiary Retires or reaches 65 years of age (whichever comes first), the payments in a year (including payments made under a Splitting Order) are not larger in total than the following amount:
- $$\text{Account Balance} \times 10\%$$
- (f) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year;
- (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) if the primary beneficiary or a reversionary beneficiary dies, the Pension cannot be transferred to a Child of that person (but may be paid as a lump sum), unless the Child:
- (i) is less than 18 years of age; or
  - (ii) is greater than 18 years of age, but less than 25 years of age and is financially dependent on the Member; or

(iii) has a disability of the kind described in subsection 8(1) of the *Disability Services Act 1986*,

and, except in the case of a Child described in (iii) above, such a Pension must cease no later than the Child attaining 25 years of age;

- (i) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (j) if the pension is commuted, any resulting Superannuation Lump Sum cannot be cashed unless:
  - (i) the purpose of the commutation is:
    - A. to cash an unrestricted non-preserved benefit;
    - B. to pay a superannuation contributions surcharge; or
    - C. to give effect to an entitlement of a non-member spouse under a Splitting Order; or
  - (ii) 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';
- (k) if the Pension is commuted, at least the minimum amount, calculated in accordance with Regulation 1.07D, has been paid in the year of commutation.

### **PART 3**

#### **ALLOCATED PENSION**

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(4), which included the following requirements at the date of this Deed:

- (a) payments are made 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) the capital value of the Pension and the income from it, cannot be used as security for any borrowing;
- (d) for a Pension that has a commencement day on or 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 Splitting Order) are not larger or smaller in total than, respectively, the maximum and minimum limits calculated in accordance with Schedule 1A of the Regulations; and
- (e) the payments in a year (excluding payments by way of commutation but including payments made under a Splitting Order) 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 one of the following Schedules to the Regulations:
    - 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;
- (f) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year; and
- (g) if the Pension is commuted, at least the minimum amount, calculated in accordance with Regulation 1.07A, has been paid in the year of commutation.

#### **PART 4**

##### **PRE-20 SEPTEMBER 2007 MARKET LINKED PENSION**

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(8), which included the following requirements at the date of this Deed:

- (a) the Pension must not commence before 20 September 2004;
- (b) payments are made to the primary beneficiary or a reversionary beneficiary at least annually throughout the Pension Period;
- (c) the total amount of the payments to be made in a year (excluding payments by way of commutation but including payments made under a Splitting Order) is determined in accordance with Schedule 6 of the Regulations;
- (d) the Pension does not have a residual capital value;
- (e) the Pension cannot be commuted, except as authorised by Regulation 1.06(8);
- (f) if the Pension reverts, it does not have a reversionary component greater than the balance of the Member's Accumulation Account immediately before the reversion;
- (g) if the Pension is commuted, the commutation amount cannot exceed the balance of the Member's Accumulation Account immediately before the commutation;
- (h) the Pension can be transferred only as authorised by Regulation 1.06(8);
- (i) the capital value of the Pension, and the income from it, cannot be used as security for any borrowing; and
- (j) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year.

#### **PART 5**

##### **LIFETIME PENSIONS (INCLUDED IN THE DEFINITION OF "DEFINED BENEFIT PENSION")**

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(2), which included the following requirements at the date of this Deed:

- (a) the Pension is paid at least annually throughout the primary beneficiary's life and, if there is a reversionary beneficiary:
  - (i) throughout the reversionary beneficiary's life;
  - (ii) if he or she is a Child of the primary beneficiary or of a former reversionary beneficiary, at least until his or her 16th birthday; or

- (iii) if the person referred to in 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 first);
- (b) the size of payments of benefit in a year is fixed, allowing for variation only:
  - (i) as specified in the Governing Rules;
  - (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 a Splitting Order;
- (c) unless the Regulator otherwise approves, the sum payable as a benefit in each year to the primary beneficiary or to the reversionary beneficiary, is determined in accordance with the formula contained in Regulation 1.06(2)(c);
- (d) the Pension does not have a residual capital value;
- (e) the Pension cannot be commuted except as authorised by Regulation 1.06(2);
- (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;
- (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) the capital value of the Pension and the income from it, cannot be used as security for any borrowing; and
- (i) if the primary beneficiary dies within the period referred to in Regulation 1.06(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
- (j) if the primary beneficiary dies within the period referred to in Regulation 1.06(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 payable in the period, is payable to the primary beneficiary's estate; and
- (k) if the primary beneficiary dies within the period referred to in Regulation 1.06(2)(e)(ii) and there is a surviving reversionary beneficiary who also dies within that period, an amount is payable to the reversionary beneficiary's estate determined as described in Rule 5.6(b) as if that Rule applied to the reversionary beneficiary.

## **PART 6**

### **LIFE EXPECTANCY PENSIONS (INCLUDED IN THE DEFINITION OF "DEFINED BENEFIT PENSION")**

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(7), which included the following requirements at the date of this Deed:

- (a) if a Pension has a Pension Date before 20 September 2004 and:
  - (i) if the life expectancy of the primary beneficiary on the Pension Date day is less than 15 years, the Pension is paid at least annually to the primary beneficiary or to a

- (f) if the pension is commuted, the resulting Superannuation Lump Sum cannot be cashed unless:
- (i) the purpose of the commutation is:
    - A. to cash an unrestricted non-preserved benefit;
    - B. to pay a superannuation contributions surcharge; or
    - C. to give effect to an entitlement of a non-member spouse under a Splitting Order; or
  - (ii) 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'; and
- (g) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year.

## **PART 9**

### **POST-19 SEPTEMBER 2007 MARKET LINKED PENSION**

A Pension which meets the minimum terms and conditions contained in Regulation 1.06(8), which included the following requirements at the date of this Deed:

- (a) payments are made to the primary beneficiary or a reversionary beneficiary at least annually throughout the Pension Period;
- (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 Splitting Order) is determined in accordance with Schedule 6 of the Regulations;
- (c) the Pension does not have a residual capital value;
- (d) the Pension cannot be commuted, except as authorised by Regulation 1.06(8);
- (e) if the Pension reverts, it does not have a reversionary component greater than the balance of the Member's Accumulation Account immediately before the reversion;
- (f) if the Pension is commuted, the commutation amount cannot exceed the balance of the Member's Accumulation Account immediately before the commutation;
- (g) the Pension can be transferred only as authorised by Regulation 1.06(8);
- (h) the capital value of the Pension, and the income from it, cannot be used as security for any borrowing; and
- (i) if the Pension Date is on or after 1 June in a Year of Income, no payment is required to be made for that year.

**SCHEDULE 2**

**Table for Non-lapsing Binding Nomination**

**Rule 5.4(a)**

| <b>TO MY</b>           | <b>AS A</b><br><small>(Options include: Pension, Lump Sum, or Beneficiary Choice, except for Non-Dependant Children and Estate, where option is Lump Sum only)</small> | <b>ORDER OF PRIORITY OR PERCENTAGE*</b> |
|------------------------|--|---|
| Spouse                 |  |   |
| Dependant Children     |  |   |
| Non-Dependant Children |  |   |
| Estate                 |  |   |

\* Where indicating an Order of Priority, place a number in this column. For example, placing a number "1" beside an option means that the Trustee will try to distribute in accordance with this option first. If it is not possible to meet the criteria of option "1" (eg. Because a beneficiary in that category has predeceased the Member), the Trustee will attempt to distribute in accordance with option "2", and so on. It is not necessary to complete more than one option.

Where indicating a percentage, ensure that the sum of all percentages add to 100% and that the "%" symbol is used. In the event that the sums add to less than 100%, the nomination is still valid in respect of the percentages and beneficiaries indicated.

This non-lapsing, binding death benefit nomination is made by me, .....  
*[Insert name of Member]* on the ..... day of ....., .....

.....  
*[Signature of Member]*

We, the undersigned, certify that we witnessed the above-named person sign this document:

.....  
*[Signature of Witness 1]*

.....  
*[Signature of Witness 2]*

.....  
*[Full Name of Witness 1]*

.....  
*[Full Name of Witness 2]*

**NOTE:** This table is only part of the nomination process. Simply completing this table will not result in a legally binding nomination – see Rule 5.4(a) for details.

## SCHEDULE 3

### Dictionary

Many of the terms you will encounter in this Deed are specifically defined in the Superannuation Industry (Supervision) Act 1993 (Cwth) or any one of a number of other pieces of Commonwealth legislation. Due to the complex nature of superannuation, the definitions used by the legislation and by the documents establishing your Fund can be difficult to read and / or understand.

Please seek professional advice if you are unsure about any matter concerning your Superannuation Fund.

The Dictionary uses plain English versions of some definitions. These must be used as a guide to interpreting this Deed. **PLEASE NOTE** that the definitions set out in the Relevant Law will apply to this Deed regardless of the terms provided in the Dictionary.

Not all of the definitions in the legislation are included in this Dictionary. If you require clarification of any defined term or have any questions about this Deed or about anything you do not understand you should immediately contact your accountant or legal advisor.

#### PART 1

##### REFERENCES TO THE ACT

- (a) Unless otherwise stated, references to sections or regulations appearing after defined terms refer to sections of the Act or regulations made under the Act.
- (b) Any terms or expressions used in this Deed which are not defined in this Deed have the meanings given to them by the Act or the Regulations as the case requires.

#### PART 2

##### DEFINITIONS

In this Deed, unless the context or subject matter requires otherwise:

**Accumulation Account** means an account established and maintained under Rule 9.2;

**Act** means the Superannuation Industry (Supervision) Act 1993;

**Actuary** means a person who is a Fellow or an Accredited Member of the Institute of Actuaries of Australia; **section 10**

**Additional Insurance** means insurance effected by the Trustee to provide benefits in addition to the Trustee's liability to pay Total and Temporary Disablement Benefits, Total and Permanent Disablement Benefits or Death Benefits in accordance with Rule 5.6(b)(ii);

**Adopted Child** means a person adopted by another person under any law of (or recognised in) any state or territory of Australia relating to the adoption of children; **section 10**

**Allocated Pension** means a Pension which meets the standards of Regulation 1.06(4); **Reg 1.03 and 1.06**

**Annuity** means a benefit which meets the standards of Regulation 1.05; **Reg 1.05**

**Approved Auditor** means a person included in a class of persons specified in the Regulations, but excludes a person disqualified under the Act; **section 10**

**Approved Deposit Fund** means an indefinitely continuing fund that is maintained by an Approved Trustee solely for Approved Purposes and has approved rules; **section 10**

**Approved Purposes** means the purposes of:

- (a) receiving on deposit:
  - (i) Eligible Termination Payments under section 27D of the Tax Act as in force before 1 July 2007; and
  - (ii) amounts paid under Part 24 of the Act; and
  - (iii) amounts paid under section 65 of the Superannuation Guarantee (Administration) Act 1992; and
- (b) dealing with those amounts, in accordance with the Rules and in any way calculated directly or indirectly to enhance the value of, or render profitable, property of the Fund; and
- (c) paying to Beneficiaries (subject to any standards under section 32 of the Act) in accordance with the covenant referred to in section 53 of the Act, or to the legal personal representatives of Beneficiaries, amounts deposited with the Fund together with accumulated earnings on those amounts;
- (d) any other purposes approved by APRA; **section 10**

**Approved Trustee** means a Constitutional Corporation in relation to which an approval under section 26 of the Act is in force; **section 10 section 26**

**APRA** means the Australian Prudential Regulation Authority;

**ASIC** means the Australian Securities and Investments Commission;

**Associate** has the meaning given by section 12 of the Act; **section 10**

**Beneficiary** means a person who has a beneficial interest in the Fund; **section 10**

**Benefit Payment Insurance** means insurance effected by the Trustee to discharge the Trustee's liability to pay Total and Temporary Disablement Benefits, Total and Permanent Disablement Benefits or Death Benefits in accordance with Rule 5.6(b)(i);

**Binding Death Nomination** means a nomination which complies with Rule 5.3(a);

**Business Real Property**, in relation to an Entity, means:

- (a) any freehold or leasehold interest of the Entity in real property;
- (b) any interest of the Entity in Crown land, other than a leasehold interest, being an interest that is capable of assignment or transfer; or



- (c) any other class of real property prescribed as Business Real Property by the Regulations;
- (d) where the property is used wholly and exclusively in one or more businesses (whether carried on by the Entity or not), but does not include any interest held in the capacity of beneficiary of a trust estate. For the purposes of this definition, real property used in one or more Primary Production Businesses does not cease to be used wholly and exclusively in that business or those businesses only because:
  - (i) an area of the real property, not exceeding 2 hectares, contains a dwelling used primarily for domestic or private purposes; and
  - (ii) the area is also used primarily for domestic or private purposes,
  - (iii) provided that the use for domestic or private purposes is not the predominant use of the real property;

**Cashing Restriction** means, in relation to a Condition of Release, the corresponding cashing restriction specified in Column 3 of Schedule 1 to the Regulations;

**Child**, in relation to a person, includes:

- (a) an Adopted Child, a step child or an ex nuptial child of the person; and
- (b) a child of the person's Spouse; and
- (c) a person who is a child of the person within the meaning of the Family Law Act 1975; **section 10**

**Civil Penalty Provision** has the meaning in section 193 of the Act;

**Condition of Release** means a condition of release specified in Column 2 of Schedule 1 to the Regulations;

**Constitutional Corporation** means a trading corporation or a financial corporation formed within the Commonwealth (within the meaning of paragraph 51(xx) of the Constitution); **section 10**

**Control**, for the purpose of Part 8 has the meaning given in section 70E of the Act;

**Corporate Trustee** means a Constitutional Corporation that is a Trustee; **section 10**

**Corporations Act** means the Corporations Act 2001;

**Custodian** means a person (other than a Trustee) who, under a contract with a Trustee or an Investment Manager, performs custodial functions in relation to any of the assets of the Fund; **section 10**

**Death Benefit** means a benefit payable under Rule 5.2(f);

**Defined Benefit Pension** means a Pension, other than:

- (a) a pension wholly determined by reference to policies of life assurance purchased or obtained by the Trustee solely to provide benefits to Members; or
- (b) an Allocated Pension;

**Dependant** includes a Spouse, any Child and any person with whom a person has an Interdependency Relationship; **section 10**

**Designated Beneficiary** means any Dependant of a Member who is named as a Designated Beneficiary in a Membership Application;

**Director** has the same meaning as in the Corporations Act;

**Disqualified Person** means:

- (a) an individual who:
  - (i) has been convicted of an offence in respect of dishonest conduct against or arising out of a law of the Commonwealth, a State, a Territory or a foreign country, or has had a civil penalty order made in relation to them and that individual has not been granted a waiver by the Regulator of their disqualified status;
  - (ii) is an Insolvent Under Administration; or
  - (iii) has been disqualified by the Regulator.
- (b) a corporation which:
  - (i) knows or has reasonable grounds to suspect that a responsible officer is a disqualified person under (i) above;
  - (ii) has a receiver, or a receiver and manager appointed in respect of property beneficially owned by the corporation;
  - (iii) has an official manager, deputy official manager or administrator appointed in respect of the corporation;
  - (iv) has a provisional liquidator appointed in respect of the corporation; or
  - (v) has begun to be wound up.

**Eligible Employment** means:

- (a) the holding of any office or appointment;
- (b) the performance of any functions or duties;
- (c) the engaging in of any work; or
- (d) the doing of any act or things,

that results in a person being treated as an employee for the purposes of section 12 of the Superannuation Guarantee (Administration) Act 1992 (but excluding section 12(11) of that Act);

**Eligible Person** means any person, except someone who is engaged in Eligible Employment during part or all of a Year of Income, unless the following formula applies to that year:

[Assessable income + reportable fringe benefits] from Eligible Employment

is less than 10% of

[Assessable income + exempt income + reportable fringe benefits] from all sources.

**Eligible Termination Payment** has the meaning in Subdivision AA of Division 2 of Part III of the Tax Act; **Reg 1.03**

**Employee** has its natural meaning as that meaning is contained and expanded by section 15A of the Act; **section 10 section 15A**

**Employer** has its natural meaning as that meaning is contained and expanded by section 15A of the Act; **section 10 section 15A**

**Employer Sponsor** means an Employer who does or would contribute to the Fund for the benefit of:

- (a) a Member who is an Employee of the Employer or its Associate; or
- (b) the Dependants of the Member on the death of the Member; **section 16**

**Entity** means an individual, a body corporate, a partnership, or a trust;

**EPSSS** means an exempt public sector superannuation scheme; **Reg 1.03**

**Excluded Instalment Trust** means a trust:

- (a) that arises because a Trustee or an Investment Manager makes an investment under which a listed security is held in trust until the purchase price of that security is paid in full;
- (b) where the underlying security, and property derived from the underlying security, is fully paid; and
- (c) where an investment in the underlying security held in trust would not be an In-house Asset of the Fund.

**Family Law Act** means the Family Law Act 1975;

**Full-time** means Gainfully Employed for at least 30 hours each week; **Reg 1.03**

**Fund** means the Superannuation Fund created upon the execution of this Deed;

**Gainfully Employed** or **Gainful Employment** means employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment; **Reg 1.03**

**Governing Rules** means the Rules and any provision applied to the Fund by any Relevant Law; **section 10**

**Government Co-contributions** means contributions made in respect of a Member by the Government under the Superannuation (Government Co-contribution for Low Income Earners) Act 2003;

**Illiquid Investment** in relation to a Member's interest in the Fund means an investment of a nature that produces either of the following outcomes:

- (a) It cannot be converted to cash in less than the time required to roll over or transfer a withdrawal benefit under Rule 6.2(e);
- (b) Converting it to cash within the time period specified under Rule 6.2(e) would be likely to have a significant adverse impact on the realisable value of the investment. **Reg 6.31**

**Indexation Arrangement**, in relation to a Pension, means an arrangement specified in the rules for the provision of the pension:

- (a) the purpose of which is to maintain over time the purchasing power of the pension relative to the CPI; and
- (b) that:
  - (i) ensures that an adjustment will be made at least annually to the amount of the pension payments; or
  - (ii) has been approved by APRA. **Reg 1.06**

**Insolvent Under Administration** means a person who:

- (a) is an undischarged bankrupt under the Bankruptcy Act 1966 or the law of an external Territory or a foreign country; or
- (b) has the status of an undischarged bankrupt under the law of any country other than Australia or of an external Territory;  
and includes:
- (c) a person, any of whose property is subject to control under section 150 or 188 of the Bankruptcy Act 1966, or a corresponding provision of the law of an external Territory or of a foreign country; or
- (d) a person who has, at any time, executed a personal insolvency agreement under Part X of the Bankruptcy Act 1966 or the corresponding provisions of the law of an external Territory or of a foreign country and the person has not been released from obligations under that Act or law; **section 10**

**Interdependency Relationship** means circumstances in which 2 persons (whether or not related by family):

- (a) have a close personal relationship, live together, one or each of them provides the other with financial support and one or each of them provides the other with domestic support and personal care; or
- (b) have a close personal relationship but do not satisfy paragraph (a) because either or both of them suffer from a physical, intellectual or psychiatric disability,

but excludes relationships which are excluded by the Regulations; **section 10 section 10A**

**Invest or Investment** means:

- (a) apply assets in any way; or
- (b) make a contract,

for the purpose of gaining interest, income, profit or gain; **section 10**

**Investment Manager** means a person appointed by a Trustee to Invest on behalf of the Trustee; **section 10**

**In-house Asset** has the meaning given in Part 8 of the Act and, unless otherwise stated in Part 8, includes a Loan to, or an investment in a Related Party of the Fund, an investment in a Related Trust of the Fund, or an asset of the Fund subject to a lease or Lease Arrangement between the Trustee of the Fund and a Related Party of the Fund;

**Lease Arrangement** means any agreement, arrangement or understanding in the nature of a lease (other than a lease) between the Trustee and another person, under which the other person is to use, or control the use of, property owned by the Fund, whether or not the agreement, arrangement or understanding is enforceable, or intended to be enforceable, by legal proceedings;

**Legal Disability or Legally Disabled** in relation to a natural person means a lack of legal capacity because the person is:

- (a) a minor;
- (b) an intellectually disabled person who is liable to have their affairs administered by another person under any law dealing with the intellectually disabled; or
- (c) suffering from a mental illness or is mentally disabled and who is liable to have their affairs administered by another person under any law dealing with mental health or the mentally disabled;

**Loan** includes the provision of credit or any other form of financial accommodation, whether or not enforceable, or intended to be enforceable, by legal proceedings;

**Mandated Employer Contributions** means contributions required to be made by, or on behalf of, an Employer that are equal to the sum of:

- (a) the contributions to be made by, or on behalf of, the Employer to the Fund in relation to a Member, that:
  - (i) reduce the Employer's potential liability under section 5 of the Superannuation Guarantee Charge Act 1992; or
  - (ii) are payments of shortfall components under the Superannuation Guarantee (Administration) Act 1992; and
- (b) the contributions (other than contributions specified in (i)) to be made by, or on behalf of, the Employer to the Fund in relation to a Member in or towards satisfaction of the Employer's obligation to make contributions for the Member under an agreement certified, or an award made, on or after 1 July 1986 by an industrial authority;

**Market Value** means the amount that a willing buyer of an asset could reasonably be expected to pay to acquire the asset from a willing seller if the following assumptions were made:

- (a) that the buyer and the seller dealt with each other at arm's length in relation to the sale; and
- (b) that the sale occurred after proper marketing of the asset; and
- (c) that the buyer and the seller acted knowledgeably and prudentially in relation to the sale;  
**section 10**

**Member** means any person who has become a member of the Fund in accordance with this Deed and who has not ceased to be a Member, and:

- (a) where the Fund is a Self Managed Superannuation Fund; or
- (b) in all other cases, unless the Trustee declares otherwise by resolution in writing,

includes a person who receives a Pension, or who has deferred his or her entitlement to receive a benefit from the Fund; **section 10**

**Membership Application** means an application to be admitted as a Member in a form which the Trustee approves;

**Member-contributed WA Property** means property to which the Stamp Act 1921 (Western Australia) or the Duties Act 2008 (Western Australia) applies, which is transferred (for consideration or otherwise) into the Fund by a Member or Members as a contribution by that Member or Members on their own behalf, which property was owned by the Member or Members prior to its contribution so that following the transfer no person other than the Member or Members contributing the Member-contributed WA Property will hold a beneficial interest in that property as contemplated by the Stamp Act 1921 (Western Australia) or the Duties Act 2008 (Western Australia), but does not include publicly-listed securities;

**Minimum Benefit** means all of a Member's benefits in the Fund;

**Non-lapsing Binding Nomination** means a nomination, the form of which is approved by the Trustee and which complies with Rule 5.4(a);

**Non-commutable Income Stream** means a benefit that:

- (a) cannot be commuted;
- (b) is paid at least monthly;
- (c) does not have a residual capital value; and
- (d) is such that the total amount paid each month is fixed or varies only:
  - (i) for the purpose of complying with the Act and Regulations; and
  - (ii) during any period of 12 months by a rate not exceeding either:
    - A. 5% per annum; or
    - B. the rate of increase in the last Consumer Price Index (All Capital Cities) for a quarter to be published by the Australian Statistician before the end of that period of 12 months compared with the Consumer Price Index (All Capital Cities) published for the same quarter in the preceding year;

**Non-member Spouse** means a person who is the non-member spouse in relation to a Payment Split; **Reg 1.03**

**Normal Retirement Benefit** is the benefit to which a Member who meets the criteria set out in Rules 5.1(a) or 5.1(b) is entitled and which is calculated in accordance with Rules 5.2(a) and 5.2(b);

**Normal Retirement Date**, subject to the Act or Regulations, means the earlier of:

- (a) the date on which the relevant Member ceases to be Gainfully Employed; or
- (b) the date on which the relevant Member attains the age of 65 years;

**Old-age Pension** has the meaning in paragraph 51(xxiii) of the Constitution; **section 10**

**Part 8 Associate**, in relation to an Entity has the meanings given in Subdivision B of Part 8 of the Act;

**Part time Basis** means Gainfully Employed for at least 40 hours in a period of 30 consecutive days during a Year of Income;

**Part-time Equivalent Level** means Gainfully Employed for at least 240 hours in the last preceding Year of Income;

**Payment Split**, means a payment split under Part VIII B of the Family Law Act;

**Pension**, except in the expression **Old-age Pension**, includes a benefit provided by the Fund, if the benefit is taken, under the Regulations, to be a pension for the purposes of the Act; **section 10**

**Pension Date** means the date on which payment of a Pension commences;

**Pension Period** means a period in years, nominated by the primary beneficiary which is equal to one only of:

- (a) the primary beneficiary's life expectancy on the Pension Date;
- (b) if the Pension Date is after 19 September 2004 and before 1 January 2006, the primary beneficiary's life expectancy calculated, as if the primary beneficiary were up to 5 years younger on the Pension Date;
- (c) any amount up to and including the difference between the primary beneficiary's age in whole years at the Pension Date and 100, so long as that amount is not less than the primary beneficiary's life expectancy;
- (d) the life expectancy of the primary beneficiary's Spouse on the Pension Date, if the Pension is one that reverts to a surviving Spouse on the death of the primary beneficiary; or
- (e) the life expectancy of the primary beneficiary's Spouse calculated as if the spouse were up to 5 years younger on the Pension Date, if the Pension is one that reverts to a surviving Spouse on the death of the primary beneficiary,

rounded up to the nearest whole number;

**Post-June 83 Component** has the meaning given by Section 27A of the Income Tax Assessment Act 1936;

**Preserved Benefits** means the total of all benefits and entitlements standing to the credit of the Member's Accumulation Account, less the sum of:

- (a) Restricted Non-preserved Benefits; and
- (b) Unrestricted Non-preserved Benefits;

**Primary Production Business** has the meaning given by the Income Tax Assessment Act 1997;

**PDS or Product Disclosure Statement** has the meaning given by the Corporations Act;

**Regulated Superannuation Fund** means a Superannuation Fund which has a trustee and:

- (a) the trustee is a Constitutional Corporation as required by its trust deed or governing rules; or

- (b) the trust deed or governing rules provide that the sole or primary purpose of the fund is the provision of Old-age Pensions,
- (c) and in relation to which the trustee has elected in writing in a form approved by the Regulator that the Act will apply to the fund; **section 10 section 19**

**Regulations** means the Superannuation Industry (Supervision) Regulations 1994;

**Regulator** means the body having the responsibility for administering the Act and the activities of the Fund and includes APRA, ASIC or the Taxation Commissioner; **section 10**

**Related Party** means any of the following:

- (a) a Member;
- (b) a Standard Employer Sponsor;
- (c) a Part 8 Associate of a person or entity referred to in paragraph (a) or (b); or
- (d) a Non-member Spouse with a Superannuation Interest;

**Related Trust** means a trust over which a Member or a Standard Employer Sponsor has Control, other than an Excluded Instalment Trust;

**Relative** of an individual (except in Rule 1.5) means the following:

- (a) a parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or Adopted Child of the individual or of his or her Spouse;
- (b) the Spouse of the individual or of any other individual referred to in paragraph (a),

and for the purposes of paragraph (a), if one individual is the child of another individual because of the definition of Child in this Deed, relationships traced to, from or through the individual are to be determined in the same way as if the individual were the natural child of the other individual;

**Relevant Law** means the Act and Regulations, the Tax Act, the Corporations Act and any other laws governing the provision of superannuation and retirement benefits in Australia, from time to time and any regulations made under them;

**Restricted Non-preserved Benefits** means the total of the amount of any restricted non-preserved benefits that are received from another Regulated Superannuation Fund, a Retirement Savings Account established under the Retirement Savings Account Act 1997, or an EPSSS;

**Retire** means:

- (a) where a person is at least aged 55 years and less than 60 years, an arrangement under which the Member was Gainfully Employed has come to an end and the Trustee is reasonably satisfied that the Member intends never again to become Gainfully Employed on at least a Part time Basis;
- (b) where a person is at least aged 60 years and less than 65 years, an arrangement under which the Member was Gainfully Employed ceased on or after the Member's 60<sup>th</sup> birthday;



- (c) where a person is at least aged 65 years, this definition is not relevant, as other provisions govern the permissibility or compulsion to take superannuation benefits;

**RSA or Retirement Savings Account** has the meaning given in the Act; **section 10 and section 8 of the Retirement Savings Accounts Act 1997**

**Self Managed Superannuation Fund or SMSF**, has the meaning in Rule 1.5;

**Splittable Contribution** has the meaning given in Rule 6.4(a);

**Splitting Order** means a splitting order under Part VIII B of the Family Law Act 1975;

**Spouse** of a person includes:

- (a) another person (whether of the same sex or a different sex) with whom the person is in a relationship that is registered under a law of a State or Territory prescribed for the purposes of Section 22B of the Acts Interpretation Act 1901 (Cth) as a kind of relationship prescribed for the purposes of that section; and
- (b) another person who, although not legally married to the person, lives with the person on a genuine domestic basis in a relationship as a couple; **section 10**

**Standard Employer Sponsor** means, an Employer Sponsor who does or would contribute, wholly or partly pursuant to an arrangement between the Employer Sponsor and the Trustee;

**Superannuation Fund** means:

- (a) a fund that is:
- (i) an indefinitely continuing fund; and
  - (ii) a provident, benefit, superannuation or retirement fund; or
- (b) a public sector superannuation scheme;

**Superannuation Interest** means a beneficial interest in the Fund; **section 10**

**Superannuation Lump Sum** has the meaning given by subsection 995-1(1) of the Tax Act;

**Tax Act** means, as the case requires, the Income Tax Assessment Act 1936, or the Income Tax Assessment Act 1997;

**Taxation Commissioner** means the person appointed or acting as the Commissioner of Taxation under the Taxation Administration Act 1953;

**Temporary Incapacity** means ill-health (whether physical or mental) that caused a Member to cease to be Gainfully Employed but does not constitute Total and Permanent Disablement;

**Terminal Illness Benefit** means a benefit payable under Rule 5.2(e);

**Terminally Ill** means a condition that the Member is suffering, which two medical practitioners (at least one of these a specialist) certify would, in the normal course, result in death within a period of 12 months;

**Total and Permanent Disablement** means ill-health (whether physical or mental), where the

Trustee is reasonably satisfied that the Member is unlikely, ever again to engage in Gainful Employment for which the Member is reasonably qualified by education, training or experience;

**Total and Permanent Disablement Benefit** means a benefit payable under Rule 5.2(c);

**Total and Temporary Disablement Benefit** means a benefit payable under Rule 5.2(d);

**Trustee** means the first Trustee of the Fund and / or any other person appointed as an addition to or replacement or substitute for that person. The Trustee may be one or more persons at any time;

**Unrestricted Non-preserved Benefits** means the sum of:

- (a) the total of the Member's Unrestricted Non-preserved Contributions;
- (b) the amount of the Member's Preserved Benefits and Restricted Non-preserved Benefits which have met a Condition of Release and have a nil Cashing Restriction;
- (c) the amount of unrestricted non-preserved benefits received by the Fund in respect of the Member on or after the day on which the Fund becomes a Regulated Superannuation Fund; and
- (d) the investment earnings on the amounts specified in paragraphs (a) and (c) for the period before 1 July 1999,

less administrative, insurance and taxation costs and other direct costs relating to the establishment, operation and termination of the Fund applicable to the amounts in (a) to (d) above at the relevant time;

**Unrestricted Non-preserved Contributions** means the amounts (other than an amount that is a CGT Exempt Component as defined in the Tax Act):

- (a) that will be taken by section 27D of the Tax Act as in force before 1 July 2007 to have been expended out of Eligible Termination Payments within the meaning of that section; and
- (b) that have been received from sources other than:
  - (i) superannuation funds;
  - (ii) Approved Deposit Funds within the meaning of the Act or the Occupational Superannuation Standards Act 1987 as in force immediately before the commencement of section 5 of the Occupational Superannuation Standards Amendment Act 1993; or
  - (iii) deferred annuities within the meaning of Rule 5 or the Occupational Superannuation Standards Regulations; or
  - (iv) Retirement Savings Accounts established in accordance with the Retirement Savings Accounts Act 1997;

**Year of Income** means the period from 1 July of a calendar year to 30 June of the following calendar year, unless any other period applicable to the Fund is, for the purposes of the Tax Act, a year of income of the Fund. **section 10**

**For further information please contact your accountant, financial planner, lawyer or other advisor or go to**

<http://www.ato.gov.au/>

**SCHEDULE 4**

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**DATE OF DEED:** 16 1 7 1 1 0  
**TRUSTEES:** CHETER INVESTMENTS PTY LTD  
ACN 145 263 485  
**NAME OF FUND:** THE LEGGETT RETIREMENT FUND  
**INCEPTION DATE:** 16 1 7 1 1 0

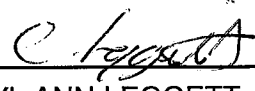
Client REF: 4967

EXECUTED AS A DEED by CHETER )  
INVESTMENTS PTY LTD ACN 145 263 485 )  
as Trustee in accordance with the )  
*Corporations Act 2001 (Cth)* and/or the )  
Company's constitution: )  
)  
)  
)



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PETER DAVID LEGGETT  
Director



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CHERYL ANN LEGGETT  
Director

Client REF: 4967