

Client Name: Limmer Super Fund

Year Ended: June 30, 2018

Audit Checklist

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Post Audit Action

Yes/No

Signed Audit Engagment Letter returned to Auditor
Signed Trustee Representation Letter returned to Auditor
Signed Accounts placed on File
Copy of signed Engagment Letter on File
Copy of signed Trustee Representation Letter on File
Signed Minutes on File

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2018

Self-managed superannuation fund annual return

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 2018 (NAT 71287).

The Self-managed superannuation fund annual return instructions 2018 (NAT 71606) (the instructions) can assist you to complete this annual return.

Section A: Fund information**1 Tax file number (TFN)**

XX XXX XXX

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

2 Name of self-managed superannuation fund (SMSF)

Limmer Superannuation Fund

3 Australian business number (ABN)

XX XXX XXX XXX

4 Current postal address

AR Quayle & Co

PO Box 1300

DONCASTER HEIGHTS

VIC

3109

5 Annual return status

Is this an amendment to the SMSF's 2018 return?

 A N

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

 B N**6 SMSF auditor**

Auditor's name

Title

Mr

Family name

Boys

First given name

Tony

Other given names

SMSF Auditor Number

100 014 140

Auditor's phone number

0410 712708

Use Agent
address details?

Postal address

Box 3376

Rundle Mall

SA

5000

Date audit was completed

 A

Was Part B of the audit report qualified ?

 B NIf the audit report was qualified, have the reported
compliance issues been rectified? C

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 Financial institution details for super payments and tax refunds

You must provide the financial institution details of your fund's nominated super account. If you would like your fund's tax refunds paid to a different account, you can provide additional financial institution details at B.

Fund BSB number (must be six digits) NNNNNNN Fund account number NNNNNNNNNN Fund account name (for example, J&Q Citizen ATF J&Q Family SF) Limmer Superannuation Fund

B Financial institution details for tax refunds only

Use Agent Trust Account? []

If you would like your fund's tax refunds paid to a different account, provide additional financial institution details. Tax refunds cannot be paid to a trustee's personal account. (See relevant instructions.)

Fund BSB number (must be six digits) Account number Fund account name (for example, J&Q Citizen ATF J&Q Family SF)

C Electronic service address alias

We will use your electronic service address alias to communicate with your fund about ATO super payments.

[]

8 Status of SMSF

Australian superannuation fund

A Y

Fund benefit structure

B A

Code

Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Contribution?

C Y

9 Was the fund wound up during the income year?

N Print Y for yes or N for no.

If yes, provide the date on which fund was wound up Day Month Year

Have all tax lodgment and payment obligations been met? []

10 Exempt current pension income

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

Y Print Y for yes or N for no.

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

If No, Go to Section B: Income

If Yes Exempt current pension income amount A 3,816

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

Segregated assets method B []

Unsegregated assets method C X

Was an actuarial certificate obtained? D Y Print Y for yes

Did the fund have any other income that was assessable? E Y Print Y for yes or N for no. If Yes, go to Section B: Income

Choosing 'No' means that you do not have any assessable income, including no-TFN quoted contributions. If No - 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** **N** Print Y for yes or N for no.

Have you applied an exemption or rollover? **M** Print Y for yes or N for no.

Code

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a Capital Gains Tax (CGT) schedule 2018

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**

Gross distribution from partnerships **I** Loss

* Unfranked dividend amount **J**

* Franked dividend amount **K**

* Dividend franking credit **L**

* Gross trust distributions **M** Code P

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

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

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Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

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

	DEDUCTIONS	NON-DEDUCTIBLE EXPENSES
Interest expenses within Australia	A1 <input style="width: 100%;" type="text"/>	A2 <input style="width: 100%;" type="text"/>
Interest expenses overseas	B1 <input style="width: 100%;" type="text"/>	B2 <input style="width: 100%;" type="text"/>
Capital works expenditure	D1 <input style="width: 100%;" type="text"/>	D2 <input style="width: 100%;" type="text"/>
Decline in value of depreciating assets	E1 <input style="width: 100%;" type="text"/>	E2 <input style="width: 100%;" type="text"/>
Insurance premiums – members	F1 <input style="width: 100%;" type="text"/>	F2 <input style="width: 100%;" type="text"/>
Death benefit increase	G1 <input style="width: 100%;" type="text"/>	
SMSF auditor fee	H1 <input style="width: 100%;" type="text"/>	H2 <input style="width: 100%;" type="text"/>
Investment expenses	I1 <input style="width: 100%;" type="text"/>	I2 <input style="width: 100%;" type="text"/>
Management and administration expenses	J1 <input style="width: 100%; text-align: right; value: 259;" type="text"/>	J2 <input style="width: 100%; text-align: right; value: 2,801;" type="text"/>
Forestry managed investment scheme expense	U1 <input style="width: 100%;" type="text"/>	U2 <input style="width: 100%;" type="text"/>
Other amounts	L1 <input style="width: 100%;" type="text"/> <small>Code</small> <input style="width: 30px;" type="text"/>	L2 <input style="width: 100%;" type="text"/> <small>Code</small> <input style="width: 30px;" type="text"/>
Tax losses deducted	M1 <input style="width: 100%;" type="text"/>	
TOTAL DEDUCTIONS N <input style="width: 100%; text-align: right; value: 259;" type="text"/> (Total A1 to M1)		TOTAL NON-DEDUCTIBLE EXPENSES Y <input style="width: 100%; text-align: right; value: 2,801;" type="text"/> (Total A2 to L2)
#TAXABLE INCOME OR LOSS <small>Loss</small> O <input style="width: 100%; text-align: right; value: 1,791;" type="text"/> <input style="width: 30px;" type="text"/> (TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)		TOTAL SMSF EXPENSES Z <input style="width: 100%; text-align: right; value: 3,060;" type="text"/> (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.

13 Calculation statement

Please refer to the Self-managed superannuation fund annual return instructions 2018 on how to complete the calculation statement.

#Taxable income	A <input style="width: 100%; text-align: right; value: 1,791;" type="text"/>
(an amount must be included even if it is zero)	
#Tax on taxable income	T1 <input style="width: 100%; text-align: right; value: 268.65;" type="text"/>
(an amount must be included even if it is zero)	
#Tax on no-TFN-quoted contributions	J <input style="width: 100%; text-align: right; value: 0.00;" type="text"/>
(an amount must be included even if it is zero)	
Gross tax	B <input style="width: 100%; text-align: right; value: 268.65;" type="text"/> (T1 plus J)

Foreign income tax offset C1 <input type="text"/>	Non-refundable non-carry forward tax offsets C <input type="text" value="0.00"/> (C1 plus C2)
Rebates and tax offsets C2 <input type="text"/>	

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

Early stage venture capital limited partnership tax offset D1 <input type="text"/>	Non-refundable carry forward tax offsets D <input type="text" value="0.00"/> (D1 plus D2 plus D3 plus D4)
Early stage venture capital limited partnership tax offset carried forward from previous year D2 <input type="text"/>	
Early stage investor tax offset D3 <input type="text"/>	
Early stage investor tax offset carried forward from previous year D4 <input type="text"/>	

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

Complying fund's franking credits tax offset E1 <input type="text" value="150.58"/>	Refundable tax offsets E <input type="text" value="150.58"/> (E1 plus E2 plus E3 plus E4)
No-TFN tax offset E2 <input type="text"/>	
National rental affordability scheme tax offset E3 <input type="text"/>	
Exploration credit tax offset E4 <input type="text"/>	

#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	H1 <input type="text"/>
Credit for tax withheld – foreign resident withholding (excluding capital gains)	H2 <input type="text"/>
Credit for tax withheld – where ABN or TFN not quoted (non-individual)	H3 <input type="text"/>
Credit for TFN amounts withheld from payments from closely held trusts	H5 <input type="text"/>
Credit for interest on no-TFN tax offset	H6 <input type="text"/>
Credit for foreign resident capital gains withholding amounts	H8 <input type="text"/>

Eligible credits
H
 (H1 plus H2 plus H3 plus H5 plus H6 plus H8)

#Tax offset refunds
 (Remainder of refundable tax offsets). **I**
 (unused amount from label E- an amount must be included even if it is zero)

PAYG instalments raised
K

Supervisory levy
L

Supervisory levy adjustment for wound up funds
M

Supervisory levy adjustment for new funds
N

Total amount of tax payable **S**
 (T5 plus G less H less I less K plus L less M plus N)

#This is a mandatory label.

Section E: Losses

14 Losses

If total loss is greater than \$100,000, complete and attach a Losses schedule 2018.

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

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

Net capital losses brought forward from prior years	Net capital losses carried forward to later income years
Non-Collectables <input type="text"/>	<input type="text"/>
Collectables <input type="text"/>	<input type="text"/>

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Section F / Section G: Member Information

In Section F / G report all current members in the fund at 30 June.
Use Section F / G to report any former members or deceased members who held an interest in the fund at any time during the income year.

See the Privacy note in the Declaration.

Title	Mr	Member'sTFN	XXX XXX XXX	Member Number	1
Family name	Limmer	Account status	0 Code		
First given name	Geoffery				
Other given names	Frederick				
Date of birth	20/10/1948	If deceased, date of death			

Contributions

Refer to instructions for completing these labels.

OPENING ACCOUNT BALANCE	841,435.32
Employer contributions	A 2,050.00
ABN of principal employer	A1
Personal contributions	B
CGT small business retirement exemption	C
CGT small business 15-year exemption amount	D
Personal injury election	E
Spouse and child contributions	F
Other third party contributions	G
Assessable foreign superannuation fund amount	I
Non-assessable foreign superannuation fund amount	J
Transfer from reserve: assessable amount	K
Transfer from reserve: non-assessable amount	L
Contributions from non-complying funds and previously non-complying funds	T
Any other contributions (including Super Co-contributions and Low Income Super Contributions)	M

Other transactions

Accumulation phase account balance	S1	0.00
Retirement phase account balance - Non CDBIS	S2	803,401.37
Retirement phase account balance - CDBIS	S3	0.00
0 TRIS Count		

TOTAL CONTRIBUTIONS	N 2,050.00
Allocated earnings or losses	O 2,416.05 Loss
Inward rollovers and transfers	P
Outward rollovers and transfers	Q
Lump Sum payment	R1 Code
Income stream payment	R2 42,500.00 Code M
CLOSING ACCOUNT BALANCE	S 803,401.37 S1 plus S2 plus S3

Accumulation phase value	X1 0.00
Retirement phase value	X2 803,401.37

Section H: **Assets and liabilities**

15 ASSETS

15a Australian managed investments

Listed trusts **A**

Unlisted trusts **B**

Insurance policy **C**

Other managed investments **D**

15b Australian direct investments

Cash and term deposits **E**

Debt securities **F**

Loans **G**

Listed shares **H**

Unlisted shares **I**

Limited recourse borrowing arrangements	
Australian residential real property	
J1	<input type="text"/>
Australian non-residential real property	
J2	<input type="text"/>
Overseas real property	
J3	<input type="text"/>
Australian shares	
J4	<input type="text"/>
Overseas shares	
J5	<input type="text"/>
Other	
J6	<input type="text"/>

Limited recourse borrowing arrangements **J**

Non-residential real property **K**

Residential real property **L**

Collectables and personal use assets **M**

Other assets **O**

15c Overseas direct investments

Overseas shares **P**

Overseas non-residential real property **Q**

Overseas residential real property **R**

Overseas managed investments **S**

Other overseas assets **T**

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

15d 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

15e Limited recourse borrowing arrangements

If the fund had an LRBA were the LRBA borrowings from a licensed financial institution? **A** Print Y for yes or N for no.

Did the members or related parties of the fund use personal guarantees or other security for the LRBA? **B** Print Y for yes or N for no.

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16 LIABILITIES

Borrowings for limited recourse borrowing arrangements	V1 <input type="text"/>		
Permissible temporary borrowings	V2 <input type="text"/>		
Other borrowings	V3 <input type="text"/>		
			Borrowings V <input type="text" value="0"/>
		Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)	W <input type="text" value="803,401"/>
		Reserve accounts	X <input type="text"/>
		Other liabilities	Y <input type="text" value="118"/>
		TOTAL LIABILITIES	Z <input type="text" value="803,519"/>

Section I: Taxation of financial arrangements

17 Taxation of financial arrangements (TOFA)

Total TOFA gains	H <input type="text"/>
Total TOFA losses	I <input type="text"/>

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 2017-18 income year, write 2018). **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 2018. **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 2018 for each election **C**

If revoking an interposed entity election, print R, and complete and attach the Interposed entity election or revocation 2018. **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.

TRUSTEE'S OR DIRECTOR'S DECLARATION:

I declare that current trustees and directors have authorised this annual return and it is documented as such in the SMSF's records. I have received the audit report and I am aware of any matters raised. I declare that the information on this annual return, including any attached schedules and additional documentation is true and correct. I also authorise the ATO to make any tax refunds to the nominated bank account (if applicable).

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

Date Day Month Year

Preferred trustee or director contact details:

Title

Family name

First given name

Other given names

Area code Number

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 2018 has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature Date Day Month Year

Title

Family name

First given name

Other given names

Tax agent's practice

Area code Number

Tax agent's phone number

Tax agent number Reference number

Limmer Superannuation Fund

Financial Statements
For the year ended 30 June 2018



AR Quayle & Co
Certified Practising Accountants
Suite 8, 857 Doncaster Road
Doncaster East 3109

Phone: (03) 9898 1633 Fax: (03) 9898 1644

Limmer Superannuation Fund

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Limmer Superannuation Fund

Compilation Report to Limmer Superannuation Fund

We have compiled the accompanying special purpose financial statements of Limmer Superannuation Fund, which comprise the balance sheet as at 30 June 2018, the Statement of Profit and Loss for the year then ended, a summary of significant accounting policies, notes to the financial statements and trustee's declaration. 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 Director of the Trustee Company

The director of the trustee company of Limmer Superannuation Fund is 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 its needs and for the purpose that the financial statements were prepared.

Our Responsibility

On the basis of information provided by the director of the trustee company, 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 (including Independence Standards).

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 director of the trustee company who is responsible for the reliability, accuracy and completeness of the information used to compile them. Accordingly, these special purpose financial statements may not be suitable for other purposes. We do not accept responsibility for the contents of the special purpose financial statements.

AR Quayle & Co
Suite 8, 857 Doncaster Road
Doncaster East

15 April, 2020

Limmer Superannuation Fund

Trustee's Declaration

The director of Limmer Nominees Pty Ltd has 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 director of the trustee company:

- (i) the financial statements and notes to the financial statements for the year ended 30 June 2018 present fairly, in all material respects, the financial position of the Superannuation Fund at 30 June 2018 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; and
- (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 2018.

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

Geoff Limmer , (Director)

Date 14/05/2019

Limmer Superannuation Fund

Operating Statement For the year ended 30 June 2018

	Note	2018 \$	2017 \$
Investment revenue			
Interest		1,316	1,603
Net property rentals			28,595
Trust distributions		3,575	3,016
Changes in net market values		703	(820)
Net investment revenue		5,594	32,394
Contributions revenue			
Employer contributions		2,050	2,412
Member contributions			173
Total contributions revenue		2,050	2,586
Benefits			
Benefits paid		(42,500)	(42,700)
Total benefits		(42,500)	(42,700)
Total revenue		(34,856)	(7,720)
General administration expenses			
Depreciation expenses		127	185
Filing fees		259	259
General expenses		2,674	2,539
Total general administration expenses		3,060	2,983
Benefits accrued as a result of operations before income tax		(37,916)	(10,703)
Income tax expense		(118)	(147)
Increase in benefits accrued as a result of operations		(38,034)	(10,851)

The accompanying notes form part of these financial statements.

Limmer Superannuation Fund

Statement of Financial Position as at 30 June 2018

	Note	2018 \$	2017 \$
Investments			
Units in listed unit trusts		70,096	69,394
Investment properties (Australian)		670,000	670,000
Other investments (Australian)		872	999
Total Investments		740,968	740,393
Other Assets			
Cash and cash equivalents		60,788	102,634
Trust distributions receivable		1,493	1,347
GST Claimable		269	(2,791)
Total other assets		62,551	101,190
Total assets		803,519	841,583
Liabilities			
Current tax liabilities		118	147
Total liabilities		118	147
Net assets available to pay benefits		803,401	841,435
Represented by:			
Liability for accrued benefits allocated to members' accounts		803,401	841,435
		803,401	841,435

Member Statement Limmer Superannuation Fund

Detail		Balances	
Member	Geoffrey F Limmer (Accumulation)		
		Total benefits	0.00
Date of birth	20/10/1948	comprising:	
Date joined fund	18/11/1996	- Preserved	0.00
Service period start date	09/09/1968	- Restricted non-preserved	0.00
Date left fund		- Unrestricted non-preserved	0.00
Member mode	Accumulation		
		Including:	
		- Taxable component	0.00
Vested amount	0.00	- Tax free component	0.00
Insured death benefit	0.00	- Untaxed component	0.00
Total death benefit	0.00		
Disability benefit	0.00		

Detailed Account	Preserved	Restricted Non-Preserved	Unrestricted Non-Preserved	Total
Opening Balance at 01/07/2017	0.00	0.00	2,262.56	2,262.56
Add:				
Employer contributions	0.00	0.00	2,050.00	2,050.00
Member contributions	0.00	0.00	0.00	0.00
Other contributions	0.00	0.00	0.00	0.00
Proceeds of insurance policies	0.00	0.00	0.00	0.00
Share of net income/loss	0.00	0.00	0.00	0.00
Transfers in and from reserves	0.00	0.00	0.00	0.00
Less:				
Pension commencement	0.00	0.00	4,043.91	4,043.91
Pensions/lump sums paid	0.00	0.00	0.00	0.00
Contributions tax	0.00	0.00	307.50	307.50
Tax on untaxed benefits	0.00	0.00	0.00	0.00
Income tax	0.00	0.00	-38.85	-38.85
Insurance premiums	0.00	0.00	0.00	0.00
Management fees	0.00	0.00	0.00	0.00
Excess contributions tax	0.00	0.00	0.00	0.00
Transfers out and to reserves	0.00	0.00	0.00	0.00
Closing Balance at 30/06/2018	0.00	0.00	0.00	0.00

Member Statement Limmer Superannuation Fund

Detail		Balances	
Member	Geoffrey F Limmer (Allocated Pension)		
		Total benefits	799,357.46
Date of birth	20/10/1948	comprising:	
Date joined fund	18/11/1996	- Preserved	0.00
Service period start date	09/09/1968	- Restricted non-preserved	0.00
Date left fund		- Unrestricted non-preserved	799,357.46
Member mode	Pension		
		Including:	
		- Taxable component	573,139.30
Vested amount	799,357.46	- Tax free component	226,218.16
Insured death benefit	0.00	- Untaxed component	0.00
Total death benefit	799,357.46		
Disability benefit	0.00		

Detailed Account	Preserved	Restricted Non-Preserved	Unrestricted Non-Preserved	Total
Opening Balance at 01/07/2017	0.00	0.00	839,172.76	839,172.76
Add:				
Employer contributions	0.00	0.00	0.00	0.00
Member contributions	0.00	0.00	0.00	0.00
Other contributions	0.00	0.00	0.00	0.00
Proceeds of insurance policies	0.00	0.00	0.00	0.00
Share of net income/loss	0.00	0.00	2,684.70	2,684.70
Transfers in and from reserves	0.00	0.00	0.00	0.00
Less:				
Pension commencement	0.00	0.00	0.00	0.00
Pensions/lump sums paid	0.00	0.00	42,500.00	42,500.00
Contributions tax	0.00	0.00	0.00	0.00
Tax on untaxed benefits	0.00	0.00	0.00	0.00
Income tax	0.00	0.00	0.00	0.00
Insurance premiums	0.00	0.00	0.00	0.00
Management fees	0.00	0.00	0.00	0.00
Excess contributions tax	0.00	0.00	0.00	0.00
Transfers out and to reserves	0.00	0.00	0.00	0.00
Closing Balance at 30/06/2018	0.00	0.00	799,357.46	799,357.46

Member Statement Limmer Superannuation Fund

Detail			Balances
Member	Geoffrey F Limmer (Allocatd Pension #2)		
		Total benefits	4,043.91
Date of birth	20/10/1948	comprising:	
Date joined fund	18/11/1996	- Preserved	0.00
Service period start date	09/09/1968	- Restricted non-preserved	0.00
Date left fund		- Unrestricted non-preserved	4,043.91
Member mode	Pension		
		Including:	
		- Taxable component	3,870.66
Vested amount	4,043.91	- Tax free component	173.25
Insured death benefit	0.00	- Untaxed component	0.00
Total death benefit	4,043.91		
Disability benefit	0.00		

Detailed Account	Preserved	Restricted Non-Preserved	Unrestricted Non-Preserved	Total
Opening Balance at 01/07/2017	0.00	0.00	4,043.91	4,043.91
Add:				
Employer contributions	0.00	0.00	0.00	0.00
Member contributions	0.00	0.00	0.00	0.00
Other contributions	0.00	0.00	0.00	0.00
Proceeds of insurance policies	0.00	0.00	0.00	0.00
Share of net income/loss	0.00	0.00	0.00	0.00
Transfers in and from reserves	0.00	0.00	0.00	0.00
Less:				
Pension commencement	0.00	0.00	0.00	0.00
Pensions/lump sums paid	0.00	0.00	0.00	0.00
Contributions tax	0.00	0.00	0.00	0.00
Tax on untaxed benefits	0.00	0.00	0.00	0.00
Income tax	0.00	0.00	0.00	0.00
Insurance premiums	0.00	0.00	0.00	0.00
Management fees	0.00	0.00	0.00	0.00
Excess contributions tax	0.00	0.00	0.00	0.00
Transfers out and to reserves	0.00	0.00	0.00	0.00
Closing Balance at 30/06/2018	0.00	0.00	4,043.91	4,043.91

Limmer Superannuation Fund

Comparative Trial Balance as at 30 June 2018

		2018 \$ Dr	2018 \$ Cr	2017 \$ Dr	2017 \$ Cr
Income					
0700	Rent received				28,595.45
0716	Employers contributions				
0716.01	Employers contributions		2,050.00		2,412.31
			2,050.00		2,412.31
0750	Members contributions				
0750.01	Members contributions				173.25
					173.25
0800	Interest		1,315.98		1,603.04
0845	Distribution from trusts		3,575.42		3,015.84
0865	Change in NMV trusts		702.72	819.84	
Expenses					
1615	Depreciation	127.00		185.00	
1685	Filing fees	259.00		259.00	
1715	General expenses	2,674.00		2,539.45	
1998	Income tax expense - Earnings	118.07		147.32	
Current Assets					
2000	Cash at bank	60,788.39	<i>Workpaper Ref</i> 7-9	102,633.66	
2475	Trust distributions receivable	1,493.28	4-4	1,346.88	
Non Current Assets					
2740	Units in listed unit trusts	70,096.32	5-2	69,393.60	
2800	Commercial Real Estate	670,000.00	7-1	670,000.00	
2900	Fixtures & Fittings	1,184.00	4-5	1,184.00	
2909	Less Accumulated Depreciation		4-5 312.00		185.00
Current Liabilities					
3325	Taxation		5-1 118.12		147.32
3380	GST payable control account	242.00	4-6		3,019.55
3384	Input tax credit control account	27.50	4-6	229.05	

These financial statements are unaudited. They must be read in conjunction with the attached Accountant's Compilation Report and Notes which form part of these financial statements.

Limmer Superannuation Fund

Comparative Trial Balance as at 30 June 2018

		2018 \$ Dr	2018 \$ Cr	2017 \$ Dr	2017 \$ Cr
Equity					
4000	Opening balance - Members fund				
4000.01	Opening balance - Members fund	4-6	2,262.56		
4000.02	Opening balance - Members fund	4-6	839,172.76		852,286.04
4000.03	Opening balance - Members fund	4-6	4,043.91		
			845,479.23		852,286.04
4001	Increase in members benefits				
4001.01	Increase in members benefits	4,043.91	4-6		
		4,043.91			
4080	Benefits paid				
4080.02	Benefits paid	42,500.00	4-7	42,700.00	
		42,500.00		42,700.00	
		853,553.47	853,553.47	891,437.80	891,437.80
	Net Profit		4,466.05		31,849.28

These financial statements are unaudited. They must be read in conjunction with the attached Accountant's Compilation Report and Notes which form part of these financial statements.

Limmer Superannuation Fund

Ledger Entries Report for the year ending 30 June, 2018

Date	Trans No	Chq/Rec	Description	Code	Debit	Credit	Total
Account number 0716.01 - Employers contributions							
14/05/2018	000000020	J	Employer contribution			950.00	(950.00)
14/05/2018	000000021	J	Employer contribution			1,100.00	(2,050.00)
30/06/2018	000000035	J	Year end closing entry		2,050.00		0.00
Total					2,050.00	2,050.00	
Account number 0800 - Interest							
31/07/2017	000000004	J	Gross interest			121.55	(121.55)
31/08/2017	000000005	J	Gross interest			120.03	(241.58)
29/09/2017	000000006	J	Gross interest			116.95	(358.53)
31/10/2017	000000007	J	Gross interest			120.94	(479.47)
30/11/2017	000000008	J	Gross interest			117.26	(596.73)
29/12/2017	000000009	J	Gross interest			121.21	(717.94)
31/01/2018	000000010	J	Gross interest			107.22	(825.16)
28/02/2018	000000011	J	Gross interest			97.89	(923.05)
29/03/2018	000000012	J	Gross interest			109.48	(1,032.53)
30/04/2018	000000013	J	Gross interest			106.14	(1,138.67)
31/05/2018	000000014	J	Gross interest			110.21	(1,248.88)
29/06/2018	000000015	J	Gross interest			67.10	(1,315.98)
30/06/2018	000000035	J	Year end closing entry		1,315.98		0.00
Total					1,315.98	1,315.98	
Account number 0845 - Distribution from trusts							
11/08/2017	000000017	J	Gross distribution			204.96	(204.96)
06/02/2018	000000018	J	Gross distribution			237.50	(442.46)
16/02/2018	000000019	J	Gross distribution			1,639.68	(2,082.14)
29/06/2018	000000030	J	Gross distribution			1,493.28	(3,575.42)
30/06/2018	000000035	J	Year end closing entry		3,575.42		0.00
Total					3,575.42	3,575.42	
Account number 0865 - Change in NMV trusts							
30/06/2018	000000031	J	Revaluation - TCL units			702.72	(702.72)
30/06/2018	000000035	J	Year end closing entry		702.72		0.00
Total					702.72	702.72	

Ledger Entries Report for the year ending 30 June, 2018

Date	Trans No	Chq/Rec	Description	Code	Debit	Credit	Total
Account number 1615 - Depreciation							
31/07/2017	000000002	J	Depreciation per schedule		12.00		12.00
31/08/2017	000000002	J	Depreciation per schedule		11.00		23.00
30/09/2017	000000002	J	Depreciation per schedule		10.00		33.00
31/10/2017	000000002	J	Depreciation per schedule		11.00		44.00
30/11/2017	000000002	J	Depreciation per schedule		10.00		54.00
31/12/2017	000000002	J	Depreciation per schedule		11.00		65.00
31/01/2018	000000002	J	Depreciation per schedule		11.00		76.00
28/02/2018	000000002	J	Depreciation per schedule		10.00		86.00
31/03/2018	000000002	J	Depreciation per schedule		11.00		97.00
30/04/2018	000000002	J	Depreciation per schedule		10.00		107.00
31/05/2018	000000002	J	Depreciation per schedule		11.00		118.00
30/06/2018	000000002	J	Depreciation per schedule		9.00		127.00
30/06/2018	000000035	J	Year end closing entry			127.00	0.00
Total					127.00	127.00	
Account number 1685 - Filing fees							
06/06/2018	000000028	J	ATO filing fee		259.00		259.00
30/06/2018	000000035	J	Year end closing entry			259.00	0.00
Total					259.00	259.00	
Account number 1715 - General expenses							
24/05/2018	000000022	J	ARQ Fee	GST	2,250.00		2,250.00
24/05/2018	000000023	J	ARQ Fee	GST	170.00		2,420.00
24/05/2018	000000024	J	ASIC Filing Fee		254.00		2,674.00
30/06/2018	000000035	J	Year end closing entry			2,674.00	0.00
Total					2,674.00	2,674.00	
Account number 1998 - Income tax expense - Earnings							
30/06/2018	000000033	J	Year end closing tax provision		118.07		118.07
30/06/2018	000000035	J	Year end closing entry			118.07	0.00

Limmer Superannuation Fund

Ledger Entries Report for the year ending 30 June, 2018

Date	Trans No	Chq/Rec	Description	Code	Debit	Credit	Total
Total					118.07	118.07	
Account number 2000 - Cash at bank							
01/07/2017	000000025	J	Opening balance		102,633.66		102,633.66
27/07/2017	000000026	J	GST Payable - Jun 17 GST o/pty \$28			2,818.00	99,815.66
31/07/2017	000000004	J	Interest - Limmer Superannuation Fund		121.55		99,937.21
11/08/2017	000000016	J	Trust distribution - TCL		1,346.88		101,284.09
11/08/2017	000000017	J	Trust distribution - TCL		204.96		101,489.05
31/08/2017	000000005	J	Interest - Limmer Superannuation Fund		120.03		101,609.08
29/09/2017	000000006	J	Interest - Limmer Superannuation Fund		116.95		101,726.03
31/10/2017	000000007	J	Interest - Limmer Superannuation Fund		120.94		101,846.97
30/11/2017	000000008	J	Interest - Limmer Superannuation Fund		117.26		101,964.23
29/12/2017	000000009	J	Interest - Limmer Superannuation Fund		121.21		102,085.44
31/01/2018	000000010	J	Interest - Limmer Superannuation Fund		107.22		102,192.66
06/02/2018	000000018	J	Trust distribution - TCL		237.50		102,430.16
16/02/2018	000000019	J	Trust distribution - TCL		1,639.68		104,069.84
28/02/2018	000000011	J	Interest - Limmer Superannuation Fund		97.89		104,167.73

Limmer Superannuation Fund

Ledger Entries Report for the year ending 30 June, 2018

Date	Trans No	Chq/Rec	Description	Code	Debit	Credit	Total
29/03/2018	000000012	J	Interest - Limmer Superannuation Fund		109.48		104,277.21
30/04/2018	000000013	J	Interest - Limmer Superannuation Fund		106.14		104,383.35
14/05/2018	000000020	J	Contribution - Geoffrey F Limmer		950.00		105,333.35
14/05/2018	000000021	J	Contribution - Geoffrey F Limmer		1,100.00		106,433.35
24/05/2018	000000022	J	ARQ Fee			2,475.00	103,958.35
24/05/2018	000000023	J	ARQ Fee			187.00	103,771.35
24/05/2018	000000024	J	ASIC Filing Fee			254.00	103,517.35
31/05/2018	000000014	J	Interest - Limmer Superannuation Fund		110.21		103,627.56
06/06/2018	000000027	J	Payment - Tax Payable - payt of 2017 tax			147.27	103,480.29
06/06/2018	000000028	J	ATO filing fee			259.00	103,221.29
06/06/2018	000000029	J	Pension Payt for year			42,500.00	60,721.29
29/06/2018	000000015	J	Interest - Limmer Superannuation Fund		67.10		60,788.39
Total					109,428.66	48,640.27	
Account number 2475 - Trust distributions receivable							
01/07/2017	000000025	J	Opening balance		1,346.88		1,346.88
11/08/2017	000000016	J	Trust distribution - TCL			1,346.88	0.00
29/06/2018	000000030	J	Trust distribution - TCL		1,493.28		1,493.28
Total					2,840.16	1,346.88	
Account number 2740 - Units in listed unit trusts							
01/07/2017	000000025	J	Opening balance		69,393.60		69,393.60
30/06/2018	000000031	J	Revaluation - TCL units		702.72		70,096.32
Total					70,096.32		

Limmer Superannuation Fund

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Ledger Entries Report for the year ending 30 June, 2018

Date	Trans No	Chq/Rec	Description	Code	Debit	Credit	Total
Account number 2800 - Commercial Real Estate							
01/07/2017	000000025	J	Opening balance		670,000.00		670,000.00
Total					<u>670,000.00</u>		
Account number 2900 - Fixtures & Fittings							
01/07/2017	000000025	J	Opening balance		1,184.00		1,184.00
Total					<u>1,184.00</u>		
Account number 2909 - Less Accumulated Depreciation							
01/07/2017	000000025	J	Opening balance			185.00	(185.00)
31/07/2017	000000002	J	Depreciation per schedule			12.00	(197.00)
31/08/2017	000000002	J	Depreciation per schedule			11.00	(208.00)
30/09/2017	000000002	J	Depreciation per schedule			10.00	(218.00)
31/10/2017	000000002	J	Depreciation per schedule			11.00	(229.00)
30/11/2017	000000002	J	Depreciation per schedule			10.00	(239.00)
31/12/2017	000000002	J	Depreciation per schedule			11.00	(250.00)
31/01/2018	000000002	J	Depreciation per schedule			11.00	(261.00)
28/02/2018	000000002	J	Depreciation per schedule			10.00	(271.00)
31/03/2018	000000002	J	Depreciation per schedule			11.00	(282.00)
30/04/2018	000000002	J	Depreciation per schedule			10.00	(292.00)
31/05/2018	000000002	J	Depreciation per schedule			11.00	(303.00)
30/06/2018	000000002	J	Depreciation per schedule			9.00	(312.00)
Total						<u>312.00</u>	
Account number 3325 - Taxation							
01/07/2017	000000025	J	Opening balance			147.32	(147.32)
06/06/2018	000000027	J	Payment - Tax Payable - payt of 2017 tax		147.27		(0.05)
30/06/2018	000000033	J	Year end closing tax provision			118.07	(118.12)
Total					<u>147.27</u>	<u>265.39</u>	

Limmer Superannuation Fund

Ledger Entries Report for the year ending 30 June, 2018

Date	Trans No	Chq/Rec	Description	Code	Debit	Credit	Total
Account number 3380 - GST payable control account							
01/07/2017	000000025	J	Opening balance			3,019.55	(3,019.55)
27/07/2017	000000026	J	GST Payable - Jun 17 GST o/pyt \$28		2,818.00		(201.55)
24/05/2018	000000022	J	ARQ Fee	GST	225.00		23.45
24/05/2018	000000023	J	ARQ Fee	GST	17.00		40.45
30/06/2018	000000032	J	Re-alloc A/c Balance		201.55		242.00
Total					3,261.55	3,019.55	
Account number 3384 - Input tax credit control account							
01/07/2017	000000025	J	Opening balance		229.05		229.05
30/06/2018	000000032	J	Re-alloc A/c Balance			201.55	27.50
Total					229.05	201.55	
Account number 4000.01 - Opening balance - Members fund							
01/07/2017	000000025	J	Opening balance			2,262.56	(2,262.56)
30/06/2018	000000036	J	Year end closing entry		2,262.56		0.00
Total					2,262.56	2,262.56	
Account number 4000.02 - Opening balance - Members fund							
01/07/2017	000000025	J	Opening balance			839,172.76	(839,172.76)
30/06/2018	000000036	J	Year end closing entry		39,815.30		(799,357.46)
Total					39,815.30	839,172.76	
Account number 4000.03 - Opening balance - Members fund							
01/07/2017	000000034	J	Pension commencement - Geoffrey F Limmer			4,043.91	(4,043.91)
Total						4,043.91	
Account number 4001.01 - Increase in members benefits							
01/07/2017	000000034	J	Pension commencement - Geoffrey F Limmer		4,043.91		4,043.91
30/06/2018	000000035	J	Year end closing entry			4,043.91	0.00
Total					4,043.91	4,043.91	

Limmer Superannuation Fund

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Ledger Entries Report for the year ending 30 June, 2018

Date	Trans No	Chq/Rec	Description	Code	Debit	Credit	Total
Account number 4049.01 - Share of profit							
30/06/2018	000000036	J	Year end closing entry		2,262.56		2,262.56
30/06/2018	000000036	J	Year end closing entry			2,262.56	0.00
Total					2,262.56	2,262.56	
Account number 4049.02 - Share of profit							
30/06/2018	000000036	J	Year end closing entry		39,815.30		39,815.30
30/06/2018	000000036	J	Year end closing entry			39,815.30	0.00
Total					39,815.30	39,815.30	
Account number 4080.02 - Benefits paid							
06/06/2018	000000029	J	Pension Payt for year		42,500.00		42,500.00
30/06/2018	000000035	J	Year end closing entry			42,500.00	0.00
Total					42,500.00	42,500.00	
Account number 4199 - Funds yet to be allocated							
30/06/2018	000000035	J	Year end closing entry		42,077.86		42,077.86
30/06/2018	000000036	J	Year end closing entry			42,077.86	0.00
Total					42,077.86	42,077.86	

Tax Reconciliation Report Limmer Superannuation Fund

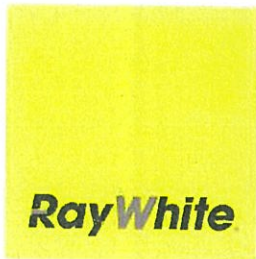
Accounting Profit as per Operating Statement	(37,915.88)
Less:	
Utilised Carried Forward Tax Losses	0.00
Accounting Capital Gains	0.00
Distributed Capital Gains	237.50
Increase in Net Market Values	702.72
Non Taxable Distributions Received	988.34
Exempt Pension Income	3,974.47
Rollovers Received	0.00
Insurance Proceeds	0.00
Non-Concessional Contributions	0.00
LIC Capital Gain Deduction	0.00
	5,903.03
	(43,818.91)
Add:	
Taxable Capital Gains	158.33
Franking/Imputation Credits	150.58
Foreign Credits	0.00
Decrease in Net Market Values	0.00
Pension Non-deductible Expenses	2,801.00
Other Non-deductible Expense	0.00
Pension Payments	42,500.00
Benefit Payments	0.00
Rollovers Out	0.00
Untaxed Benefits Received	0.00
Excess Contributions Tax	0.00
	45,609.91
	1,791.00
Taxable Income (Loss)	
Gross Tax	268.65
Less:	
Franking/Imputation Credits	150.58
Foreign Credits	0.00
TFN Credits	0.00
PAYG Installments	0.00
	150.58
	118.07
Income Tax Payable (Refundable)	
Add:	
Supervisory Levy	259.00
Non Arm's Length Income Tax	0.00
Total Amount Due (Refundable)	377.07

Investment Summary

Limmer Superannuation Fund

as at 30/06/2018

Investment Accounts	Units	Average Cost	Market Price	Total Cost	Total Market Value	Unrealised Gain (Loss)
Clearing Account	0.00	1.00	1.00	0.00	0.00	
Limmer Superannuation Fund	60,788.39	1.00	1.00	60,788.39	60,788.39	
				60,788.39	60,788.39	0.00
ASX Listed						
TCL Transurban Group Stapled	5856.0000	3.0290	11.9700	17,737.82	70,096.32	52,358.50
				17,737.82	70,096.32	52,358.50
Physical Assets						
Commercial Property	1	605,853.00	670,000.00	605,853.00	670,000.00	64,147.00
Fixtures & Fittings	1	872.00	872.00	872.00	872.00	0.00
				606,725.00	670,872.00	64,147.00
Receivables						
TCL Transurban Group Stapled	1,493.28	1.00	1.00	1,493.28	1,493.28	
GST Claimable	293.05	1.00	1.00	293.05	293.05	
				1,786.33	1,786.33	0.00
Liabilities						
Tax Payable	0.05	1.00	1.00	0.05	0.05	
				0.05	0.05	0.00
Total				687,037.49	803,542.99	116,505.50



1st July 2018

Mr Geoff Limmer
Limmer Super Fund
Po Box 2121
Ringwood North Vic 3134

Dear Geoff,

Re: Lot 2, 44-48 Kalman Drive, Boronia, Vic. 3155

Thank you for your recent enquiry regarding the above Commercial Premises.

Based on surrounding properties of a similar nature and Rental Incomes derived from same, we estimate the Market Value of the above property to be somewhere in the range of \$670,000.00 - \$700,000.00 as at June 2018.

Should you wish to discuss this matter, please feel free to contact our office.

Yours Sincerely,
Ray White Croydon

per **Elaine Richards**
Director
Licence No 080461L

DISCLAIMER

This opinion of market worth has been prepared solely for the information of the client and not for any third party. Although every care has been taken in arriving at the figure, we stress that it is an opinion only and not to be taken as a sworn valuation.

022666 028 TCL
 LIMMER NOMINEES PTY LTD
 <SUPER FUND A/C>
 PO BOX 550
 BLACKBURN VIC 3130

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

Enquiries:

(within Australia) 1300 360 146
 (international) +61 3 9415 4315

Holder Identification Number (HIN)

HIN WITHHELD

Dear Security holder,

Annual Tax Statement Please use the information in this statement when preparing your income tax return

TRIPLE STAPLED SECURITIES – DISTRIBUTIONS

Australian Resident Individual Investors should use the below Tax Statement to assist in completing their 2018 income tax return. This Annual Tax Statement should be read in conjunction with the Transurban Tax Statement Guide, available on the Transurban website at <https://www.transurban.com/investor-centre/distributions-and-tax/tax-guides>. If an investor has a tax year ending on a date other than 30 June, they should seek advice from their tax adviser.

Transurban Holding Trust ("THT") is an Attribution Managed Investment Trust ("AMIT") for the 2018 income year. It is required to provide you with an AMIT Member Annual ("AMMA") Statement. This Annual Tax Statement is also your AMMA Statement in respect of your security holding in THT during the year ended 30 June 2018. This AMMA Statement also provides a reasonable estimate of the AMIT cost base net amount for the year ended 30 June 2018.

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

Part A: Components of the Distribution

Dividend ¹

Period End Date	Dividends (per Security)	No. of Securities held	Gross Dividend	Franked Amount	Franking Credits	Net Dividend
30/06/2017 (paid 11/08/2017)	\$0.035	5,856	\$204.96	\$204.96	\$87.84	\$204.96
31/12/2017 (paid 16/02/2018)	\$0.025	5,856	\$146.40	\$146.40	\$62.74	\$146.40
Total			\$351.36	\$351.36	\$150.58	\$351.36

Distribution ²

Period End Date	Distribution (per Unit)	No. of Units held	Assessable Australian Income (Attribution Amounts)					Tax Offset		
			Interest Income	Rent and Other Income	Franked Distribution	Non- Assessable Amount	Gross Distribution	Tax Withheld	Net Distribution	Franking Credits
31/12/2017 (paid 16/02/2018)	\$0.255	5,856	\$659.12	\$224.20	\$0.00	\$609.96	\$1,493.28	\$0.00	\$1,493.28	\$0.00
30/06/2018 (paid 10/08/2018)	\$0.255	5,856	\$869.57	\$245.35	\$0.00	\$378.36	\$1,493.28	\$0.00	\$1,493.28	\$0.00
Total			\$1,528.69	\$469.55	\$0.00	\$988.32	\$2,986.56	\$0.00	\$2,986.56	\$0.00

Notes:

- This dividend represents the payment from Transurban Holdings Limited ABN 86 098 143 429.
- This distribution represents the payment from Transurban Holding Trust ABN 30 169 362 255.

Part B: Attribution Managed Investment Trust Cost Base Adjustment - THT

AMIT cost base net decrease amount	\$988.32
------------------------------------	----------

022666 028 TCL



LIMMER NOMINEES PTY LTD
 <SUPER FUND A/C>
 PO BOX 550
 BLACKBURN VIC 3130

Update your Information



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



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

Enquiries:

(within Australia) 1300 360 146
 (international) +61 3 9415 4315

Holder Identification Number (HIN)

HIN WITHHELD

ASX Code
 TFN/ABN Status
 Record Date
 Payment Date
 Direct Credit Reference No.

TCL
 Quoted
 29 June 2018
 10 August 2018
 815978

Distribution on Stapled Securities

Set out below are the details of your August 2018 Distribution comprising a distribution of 25.5 cents per security and a fully franked dividend of 2.5 cents per security, totalling 28 cents per security (less withholding tax where applicable).

Dividend

Class Description	Dividend per Security	Number of Securities	Gross Dividend	Franked Amount	Franking Credit	Net Dividend
¹ Triple Stapled Securities	2.5 cents	5,856	\$146.40	\$146.40	\$62.74	\$146.40

Distribution

Class Description	Amount per Security	Number of Securities	Non-Assessable Component	Interest Income	Rent and Other Income	Franked Distribution	Gross Distribution	Australian Tax Withheld	Net Distribution	Franking Credit
² Triple Stapled Securities	25.5 cents	5,856	\$378.37	\$869.56	\$245.35	\$0.00	\$1,493.28	\$0.00	\$1,493.28	\$0.00

TOTAL

	No. of Securities at Record Date	Total Distribution and Dividend per Security	Total Gross Distribution and Dividend	Total Australian Tax Withheld	Tax Deferred / Non-Assessable Component	Total Net Distribution and Dividend	Franking Credits
Total	5,856	28 cents	\$1,639.68	\$0.00	\$378.37	\$1,639.68	\$62.74

Important information is also contained on the back of this page

Your Payment Instruction

MACQUARIE BANK LTD
 BSB: 183-334 Account number: XXXXXX92

Amount Deposited

AUD \$1,639.68

If payment cannot be made to the above instruction, a cheque will be forwarded to your registered address.

018549 028 TCL



LIMMER NOMINEES PTY LTD
 <SUPER FUND A/C>
 PO BOX 550
 BLACKBURN VIC 3130

Holder Identification Number (HIN)

HIN WITHHELD

ASX Code TCL
 TFN/ABN Status Quoted
 Record Date 29 December 2017
 Payment Date 16 February 2018
 Direct Credit Reference No. 810967

Distribution on Stapled Securities

Set out below are the details of your February 2018 Distribution comprising a distribution of 25.5 cents per security and a fully franked dividend of 2.5 cents per security, totalling 28 cents per security (less withholding tax where applicable).

Distribution

Class Description	Amount per Security	Number of Securities	Non-Assessable Component	Interest Income	Rent and Other Income	Franked Distribution	Gross Distribution	Australian Tax Withheld	Net Distribution	Franking Credit
² Triple Stapled Securities	25.5 cents	5,856	\$609.97	\$659.11	\$224.20	\$0.00	\$1,493.28	\$0.00	\$1,493.28	\$0.00

Dividend

Class Description	Dividend per Security	Number of Securities	Gross Dividend	Franked Amount	Franking Credit	Net Dividend
¹ Triple Stapled Securities	2.5 cents	5,856	\$146.40	\$146.40	\$62.74	\$146.40

TOTAL

	No. of Securities at Record Date	Total Distribution and Dividend per Security	Total Gross Distribution and Dividend	Total Australian Tax Withheld	Tax Deferred/ Non-Assessable Component	Total Net Distribution and Dividend	Franking Credits
Total	5,856	28 cents	\$1,639.68	\$0.00	\$609.97	\$1,639.68	\$62.74

Important information is also contained on the back of this page

Your Payment Instruction

MACQUARIE BANK LTD
 BSB: 183-334 Account number: XXXXXXXX92

Amount Deposited

\$1,639.68

If payment cannot be made to the above instruction, a cheque will be forwarded to your registered address.

017690 028 TCL



LIMMER NOMINEES PTY LTD
 <SUPER FUND A/C>
 PO BOX 550
 BLACKBURN VIC 3130

Holder Identification Number (HIN)

HIN WITHHELD

ASX Code
 TFN/ABN Status
 Record Date
 Payment Date
 Direct Credit Reference No.

TCL
 Quoted
 30 June 2017
 11 August 2017
 810896

Distribution on Stapled Securities

Set out below are the details of your August 2017 Distribution comprising a distribution of 23 cents per security and a fully franked dividend of 3.5 cents per security, totalling 26.5 cents per security (less withholding tax where applicable).

Distribution

Class Description	Amount per Security	Number of Securities	Non-Assessable Component	Interest Income	Rent and Other Income	Franked Distribution	Gross Distribution	Australian Tax Withheld	Net Distribution	Franking Credit
² Triple Stapled Securities	23 cents	5,856	\$692.77	\$437.92	\$216.19	\$0.00	\$1,346.88	\$0.00	\$1,346.88	\$0.00

Dividend

Class Description	Dividend per Security	Number of Securities	Gross Dividend	Franked Amount	Franking Credit	Net Dividend
¹ Triple Stapled Securities	3.5 cents	5,856	\$204.96	\$204.96	\$87.84	\$204.96

TOTAL

	No. of Securities at Record Date	Total Distribution and Dividend per Security	Total Gross Distribution and Dividend	Total Australian Tax Withheld	Tax Deferred/ Non-Assessable Component	Total Net Distribution and Dividend	Franking Credits
Total	5,856	26.5 cents	\$1,551.84	\$0.00	\$692.77	\$1,551.84	\$87.84

Important information is also contained on the back of this page

Your Payment Instruction

MACQUARIE BANK LTD
 BSB: 183-334 Account number: XXXXXXXX92

Amount Deposited

\$1,551.84

If payment cannot be made to the above instruction, a cheque will be forwarded to your registered address.



Transurban Holdings Limited ABN 86 098 143 429
 Transurban Infrastructure Management Limited ABN 27 098 147 678
 As responsible entity of Transurban Holding Trust ARSN 098 807 419
 Transurban International Limited ABN 90 121 746 825

008775 028 TCL



LIMMER NOMINEES PTY LTD
 <SUPER FUND A/C>
 PO BOX 550
 BLACKBURN VIC 3130

Update your information:

Online:
www.investorcentre.com/contact

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

Enquiries:
 (within Australia) 1300 360 146
 (international) +61 3 9415 4315

Holder Identification Number (HIN)

HIN WITHHELD

ASX Code	TCL
TFN/ABN Status	Quoted
Payment Date	6 February 2018
Direct Credit Reference No.	807921

Retail Entitlement Offer Premium Payment

As announced on 29 January 2018, Transurban received applications for approximately \$399 million worth of new securities under the retail component of its pro-rata accelerated renounceable 3 for 37 entitlement offer with retail entitlements trading ("**Retail Entitlement Offer**"). Approximately \$156 million worth of new securities, representing those entitlements attributable to eligible renouncing and ineligible retail security holders, were offered for sale via a bookbuild process at the offer price of \$11.40 per security. The retail shortfall bookbuild was completed on 29 January 2018, with the bookbuild clearing at a price of \$11.90 per security, a \$0.50 per security premium over the offer price. Accordingly, a premium of \$0.50 for each entitlement not taken up under the Retail Entitlement Offer is being paid.

Set out below are the details of your Retail Entitlement Offer premium payment.

Payment description	Payment amount per entitlement	Number of entitlements not taken up	Gross Payment
Premium Payment	\$0.50	475	\$237.50
Net Payment			\$237.50

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

Your Payment Instruction

MACQUARIE BANK LTD
 BSB: 183-334 Account number: XXXXXXXX92

Amount Deposited
AUD\$237.50

If payment cannot be made to the above account, the funds will be held pending receipt of your valid direct credit instructions.

7-7



Macquarie Cash Management Account

MACQUARIE BANK LIMITED
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310
fax 1800 550 140
www.macquarie.com.au

GPO Box 5435CC
Melbourne, VIC 3001



028 27881
LIMMER NOMINEES PTY LTD
PO BOX 157
BLACKBURN VIC 3130

Level 24, 101 Collins Street
Melbourne, VIC 3000

account balance **\$102,085.36**
as at 31 Dec 17

account name LIMMER NOMINEES PTY LTD ATF
LIMMER SUPERANNUATION FUND
PORTFOLIO ACCOUNT
account no. 117545392

transactions	debits	credits	balance
30.06.17			102,633.58
27.07.17	BPAY TO TAX OFFICE PAYMENTS 2,818.00 ✓		99,815.58
31.07.17	MACQUARIE CMA INTEREST PAID*	121.55 ✓	99,937.13
11.08.17	TCL DIV/ DIST AUF17/00810896	1,551.84 ✓	101,488.97
31.08.17	MACQUARIE CMA INTEREST PAID*	120.03 ✓	101,609.00
29.09.17	MACQUARIE CMA INTEREST PAID*	116.95 ✓	101,725.95
31.10.17	MACQUARIE CMA INTEREST PAID*	120.94 ✓	101,846.89
30.11.17	MACQUARIE CMA INTEREST PAID*	117.26 ✓	101,964.15
29.12.17	MACQUARIE CMA INTEREST PAID*	121.21 ✓	102,085.36

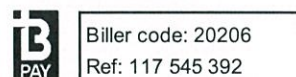
how to make a transaction

online
Log in to www.macquarie.com.au/personal

by phone
Call 133 275 to make a phone transaction

transfers from another bank account
Transfer funds from another bank to this account:
BSB 183 334
ACCOUNT NO. 117545392

deposits using BPay
From another bank



continued on next

7-8



Macquarie Cash Management Account

MACQUARIE BANK LIMITED
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310
fax 1800 550 140
www.macquarie.com.au
GPO Box 5435CC
Melbourne, VIC 3001



028 26813
LIMMER NOMINEES PTY LTD
PO BOX 157
BLACKBURN VIC 3130

Level 24, 101 Collins Street
Melbourne, VIC 3000

account balance **\$60,788.31**
as at 30 Jun 18

account name LIMMER NOMINEES PTY LTD ATF
LIMMER SUPERANNUATION FUND
PORTFOLIO ACCOUNT
account no. 117545392

transactions	debits	credits	balance
31.12.17 OPENING BALANCE			102,085.36
31.01.18 MACQUARIE CMA INTEREST PAID*		107.22 ✓	102,192.58
06.02.18 TCL PAYMENT PRE18/00807921		237.50 ✓	102,430.08
16.02.18 TCL DIV/DIST AUI18/00810967		1,639.68 ✓	104,069.76
28.02.18 MACQUARIE CMA INTEREST PAID*		97.89 ✓	104,167.65
29.03.18 MACQUARIE CMA INTEREST PAID*		109.48 ✓	104,277.13
30.04.18 MACQUARIE CMA INTEREST PAID*		106.14 ✓	104,383.27
14.05.18 EASTSIDE BUSLINE Super G		950.00 ✓	105,333.27
14.05.18 EASTSIDE BUSLINE Superannuation		1,100.00 ✓	106,433.27
24.05.18 CHEQUE WITHDRAWAL 000186	441.00 ✓		105,992.27
24.05.18 CHEQUE WITHDRAWAL 000187	2,475.00 /		103,517.27

how to make a transaction

online
Log in to www.macquarie.com.au/personal

by phone
Call 133 275 to make a phone transaction

transfers from another bank account
Transfer funds from another bank to this account:
BSB 183 334
ACCOUNT NO. 117545392

deposits using BPay
From another bank



Billers code: 20206
Ref: 117 545 392

continued on next



7-9

Macquarie Cash Management Account

enquiries 1800 806 310

account name LIMMER NOMINEES PTY LTD ATF
LIMMER SUPERANNUATION FUND
PORTFOLIO ACCOUNT
account no. 117545392

transactions	debits	credits	balance
31.05.18 MACQUARIE CMA INTEREST PAID*		110.21 ✓	103,627.48
06.06.18 ANNUAL PENSION PAYMENT	42,500.00 ✓		61,127.48
06.06.18 CHEQUE WITHDRAWAL 000188	406.27 ✓		60,721.21
29.06.18 MACQUARIE CMA INTEREST PAID*		67.10 ✓	60,788.31
CLOSING BALANCE AS AT 30 JUN 18	45,822.27	4,525.22	60,788.31 ✓

* Stepped interest rates as at 30 June 2018: balances \$0.00 to \$4,999.99 earned 0.00%; balances \$5,000.00 and above earned 1.30%

annual interest summary 2017/2018

INTEREST PAID	1,315.98
TOTAL INCOME PAID	1,315.98

continued on next



HERBERT
SMITH
FREEHILLS

Lease

45 Kalman Drive, Boronia, Victoria

**Limmer Nominees Pty Ltd as trustee for the
Limmer Super Fund**
(Lessor)

BTI Pty Ltd
(Lessee)



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Lease

Reference Table

Date ▶

Parties

Lessor **Limmer Nominees Pty Ltd (ACN 076 404 870) as trustee for the Limmer Super Fund (ABN 46 980 216 003)**

Notice details Address: 8 Sonia Street, Ringwood, VIC 3134
Attention: Geoff Limmer
Email: geofflimmer@gmail.com

Lessee **BTI Pty Ltd (ACN 010 155 398)**

Notice details Address: 29 Francis Briggs Road, Melbourne Airport, Victoria
Attention: Adam Begg & Michael Sowards
Email: Adamb@skybus.com.au and Michaels@skybus.com.au



Items

1	Land	The property known as 46 Kalman Drive, Boronia VIC 3155, being the whole of the land in certificate of title volume 10820 folio 814.
2	Premises:	The Land and the Lessor's improvements on the Land.
3	Period of Lease: (clause 3.1)	The period from the Commencing Date to the Expiry Date (being 12 months).
4	Commencing Date: (clause 3.1)	
5	Expiry Date: (clause 3.1)	12 months after the Commencing Date.
6	Option for renewal: (clause 4.1)	
	(a) Period:	2 further terms of 12 months each.
	(b) Last date to exercise option:	3 months prior to the expiry of the term.
7	Rent: (clause 5.1)	\$55,000 per annum (plus GST).
8	CPI rent adjustment allowed Fixed increases allowed? (clause 5.3)	Yes.



Items

9 CPI Adjustment Dates(a) Fixed Increase Dates: Each anniversary of the Commencing Date.
(clause 5.3)

(b) Fixed Percentage Increase Rate 4%

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10 **Permitted Use:** Bus depot, offices and any other ancillary use.
(clause 7.1)

11 **Public liability insurance amount:** \$20,000,000
(clause 10.1)



1 Definitions, interpretation and deed components

1.1 Definitions

The meanings of the terms used in this Lease are set out below.

Term	Meaning
API	the Australian Property Institute (Victorian Division).
Business Day	a day which is not a Saturday, Sunday or public holiday in Melbourne.
Commencing Date	the date in Item 4.
Contaminant	<p>a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance which makes or may make the Premises or the area surrounding or near the Premises:</p> <ol style="list-style-type: none"> 1 unsafe or unfit for habitation by persons or animals; 2 degraded in its capacity to support plant life; 3 otherwise environmentally degraded; or 4 not comply with an Environmental Law, <p>and Contaminate and Contamination have corresponding meanings.</p>
CPI	the All-Groups Consumer Price Index for the City of Melbourne published by the Australian Bureau of Statistics. If that index no longer exists, or if the basis of calculating it changes, it means an index that the President of the API decides reflects changes in the cost of living in Melbourne.
CPI Adjustment Date	each date in Item 9.
Environmental Law	<p>any law regulating or relating to the environment including, but not limited to, laws concerning:</p> <ol style="list-style-type: none"> 1 land use, planning or heritage; 2 coastal properties and water catchments; 3 pollution of air or water;



Term	Meaning
	<ul style="list-style-type: none"> 4 noise; 5 soil or groundwater contamination; 6 chemicals and waste; 7 used, hazardous or dangerous goods or substances; 8 building regulations; 9 public and occupational health and safety; 10 noxious trades; and 11 any other aspect of protection of the environment or person or property.
Expiry Date	the date in Item 5.
<u>Fixed Increase Date</u>	<u>each date in Item 9(a)</u>
<u>Fixed Percentage Increase Rate</u>	<u>the rate in Item 9(b).</u>
Item	an item in the Reference Table.
Land	the land in Item 1.
Lease	this lease (and any attachment, exhibit, plan or schedule to it) and includes any equitable lease or lease at law evidenced by this deed (and any attachment, exhibit, plan and schedule to it).
Lessee	<p>the person named in the Reference Table and includes, where the context allows:</p> <ul style="list-style-type: none"> 1 the Lessee's successors and assigns; 2 the Lessee's employees; and 3 any person authorised by the Lessee.
Lessee's Property	everything in the Premises that does not belong to the Lessor, and includes all the Lessee's fixtures, fittings, signs, equipment and goods.
Lessor	the person named in the Reference Table and includes, where the context allows:



1 Definitions, interpretation and deed components

Term	Meaning
	<ol style="list-style-type: none"> 1 the Lessor's successors and assigns; 2 the Lessor's employees; and 3 any person authorised by the Lessor.
Permitted Use	the use specified in Item 10.
Premises	the premises described in Item 2 and includes the Lessor's property in the Premises.
Rates	includes council rates, water rates, sewerage rates, and all other rates, charges, assessments and levies.
Rent Adjustment Date	a CPI Adjustment Date Fixed Increase Date.
Taxes	includes the Lessor's land tax (calculated on the basis that the Premises are the only property the Lessor owns) and any other property tax assessed on the Premises, but excludes the Lessor's income tax and capital gains tax.
Valuer	<p>a valuer who has the following qualifications:</p> <ol style="list-style-type: none"> 1 current membership of the API; and 2 at least 5 years' experience in valuing industrial premises in the area where the Premises are located.

1.2 Interpretation

In this Lease:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this Lease.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Words of any gender include all genders.
- (d) Other parts of speech and grammatical forms of a word or phrase defined in this Lease have a corresponding meaning.
- (e) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual.
- (f) A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Lease.



- (g) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
- (h) A promise on the part of 2 or more persons binds them jointly and severally.
- (i) A reference to an agreement other than this Lease includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing.
- (j) A reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death.
- (k) No provision of this Lease will be construed adversely to a party because that party was responsible for the preparation of this Lease or that provision.
- (l) A reference to a body, other than a party to this Lease (including an institute, association or authority), whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

1.3 Interpretation of inclusive expressions

Specifying anything in this Lease after the words 'include' or 'for example' or similar expressions does not limit what else is included.

1.4 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

1.5 Deed components

This Lease includes the Reference Table and any attachment, exhibit, plan or schedule.

2 Grant of lease

The Lessor leases the Premises to the Lessee on the conditions in this Lease.

3 How long is this Lease for?

3.1 Period, start and end

This Lease is for the period in Item 3. The period starts on the Commencing Date and ends at midnight on the Expiry Date.



3.2 Continuing occupation after Expiry Date

If the Lessee has not given a notice under clause 4.1 but continues the tenancy by occupying the Premises after the Expiry Date, the Lessee does so on a monthly tenancy on terms and at the rent the Lessor specifies or, where the Lessor does not specify the terms or the rent, on the same terms as are in this Lease and at the rent payable immediately before the Expiry Date. The Lessor or the Lessee may end that tenancy on any day by giving at least one month's notice to the other.

4 Renewing this Lease

4.1 Lessee's notice of renewal

If the Lessee is entitled to renew this Lease and wants to renew it for the period in Item 6(a), the Lessee must give the Lessor a notice to this effect in the period which is between 6 months and 3 months before the Expiry Date.

4.2 Granting new lease

- (a) The Lessor must grant a new lease of the Premises to the Lessee if:
 - (1) the Lessee gives the notice on time; and
 - (2) at the time of the Lessee's notice and at the Expiry Date, the Lessee has remedied all breaches of which the Lessee has been given notice.
- (b) The commencing date of the new lease is the day after the Expiry Date.
- (c) The Lessee's solicitors must prepare the new lease.

4.3 What are provisions of new lease?

The provisions of the new lease must be the same as the provisions of this Lease, except that the Lessee may only renew this Lease one more time. The Lessee's solicitors must make the appropriate changes in the new lease to reflect this.

4.4 What rent is payable under new lease?

- (a) If the commencing date of the new lease is a ~~CPI Adjustment Date~~ Fixed Increase Date, the rent payable under the new lease is the rent set by the CPI rent adjustment procedure in clause 5.3.
- (b) If the commencing date of the new lease is not a Fixed Increase Date ~~CPI Adjustment Date~~, the rent payable for the first year of the new lease is the same as the rent payable during the last year of this Lease.

5 Paying rent

5.1 How much rent must Lessee pay?

The Lessee must pay the Lessor the rent in Item 7.



6 What other money must Lessee pay?

5.2 How must Lessee pay rent?

The Lessee must pay the rent:

- (a) in equal monthly instalments;
- (b) in advance; and
- (c) by the first day of each month.

5.3 ~~CPI rent adjustment~~ Fixed Increases

If Item 8 allows fixed increases, on each Fixed Increase Date the rent increases by the Fixed Percentage Increase Rate.

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5.3

(a) If Item 8 allows CPI rent adjustment, on each CPI Adjustment Date the rent will be adjusted to the amount calculated using the following formula:

$$\text{new rent} = \text{current rent} \times \frac{a}{b}$$

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where:

a is the last published CPI before the CPI Adjustment Date; and

b is the last published CPI before:

(1) the previous Rent Adjustment Date; or

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(2) if the CPI Adjustment Date is the first Rent Adjustment Date, the Commencement Date.

(b) The Lessee must pay the new rent from the CPI Adjustment Date.

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6 What other money must Lessee pay?

6.1 Rates and Taxes

- (a) The Lessee must pay all Rates and Taxes directly assessed or levied on the Premises.
- (b) If the Premises are not separately assessed for a Rate or Tax, the Lessee must pay the same proportion of the Rate or Tax as the area of the Premises bears to the total area assessed, as determined by the Lessor and notified to the Lessee.
- (c) The Lessee must pay the amounts under this clause 6.1 direct to the assessing authority on time or, at the Lessor's request, to the Lessor in time for the Lessor to make the payment to the assessing authority on time.

6.2 Services supplied to Premises

- (a) The Lessee must pay on time for all services supplied to the Premises (for example, water consumption, electricity, gas and telephone).
- (b) The Lessee must pay on time the expenses of operating, maintaining and repairing any heating or air conditioning equipment that serves the Premises.



7 What are Lessee's obligations concerning Premises?

6.3 Reimbursing Lessor's insurance premiums

The Lessee must repay to the Lessor on request all premiums payable by the Lessor for insurance relating to the Premises.

6.4 Lessor's costs

The Lessee must pay:

- (a) the Lessor's reasonable legal costs arising from this Lease (for example, assignment of this Lease, subletting the Premises (see clause 9.1));
- (b) the Lessor's reasonable legal costs arising from the Lessee's breach of this Lease (for example, preparing a notice of breach (see clause 13.2) and remedying the breach (see clauses 11.5 and 13.3)); and
- (c) the Lessor's reasonable costs of considering the Lessee's request for the Lessor's consent to any matter relating to the Premises or this Lease.

6.5 Interest on late payments

- (a) If the Lessee does not pay any money to the Lessor within 7 days of the time it is due, the Lessee must pay daily interest on that money at a rate equal to the rate fixed under the *Penalty Interest Rates Act 1983* (Vic) plus 2%.
- (b) The interest to be paid on any unpaid money is calculated from the day the unpaid money was due until the day it is paid.

6.6 Adjustments and errors

- (a) If the Lessor has to calculate the money the Lessee owes by using a time period, and this Lease starts or ends during that time period, the Lessor must make the necessary proportional adjustment. The adjustment must be based on the proportion that the number of days that the Lessee is the Lessee bears to the number of days during the time period.
- (b) If either the Lessee or the Lessor proves an error in any calculation, the Lessor must correct it and any necessary adjusting payment must be made as soon as possible.

7 What are Lessee's obligations concerning Premises?

7.1 Using Premises

- (a) The Lessee may only use the Premises for the Permitted Use.
- (b) The Lessee must promptly obtain and obey all approvals, consents, licences and permits required to carry on the Permitted Use in the Premises (for example, those needed for environmental matters and matters concerning trade waste and dangerous goods).
- (c) The Lessee must not put any plate, sign or advertisement outside the Premises or on the inside face of the windows of the Premises unless the Lessee gets the Lessor's consent.



- (d) The Lessee must not store dangerous substances (for example, hazardous chemicals, flammable liquids, acetylene, gas, volatile or explosive oils, compounds or substances) on the Premises, except of a type and quantity ordinarily used for the Permitted Use.

7.2 Letting others into Premises

- (a) The Lessee is responsible for the conduct of all people the Lessee allows in the Premises (for example, the Lessee's customers, employees, contractors and agents).
- (b) The Lessee is not responsible for the conduct of people the Lessor requires to be on the Premises (for example, the Lessor's employees and agents).

7.3 Maintaining Premises and Lessee's Property

- (a) The Lessee must:
 - (1) keep the Premises clean and tidy and in the same condition as they were in at the Commencing Date, except for fair wear and tear (for example, the Lessee must repair damage and replace broken fittings);
 - (2) repair and keep the Lessee's Property in good condition; and
 - (3) repair all broken glass or replace it with glass of the same or similar quality.
- (b) The Lessee is not responsible for structural repairs unless the Lessee caused or contributed to the damage.

7.4 Disposing of rubbish

The Lessee must place all waste and rubbish in proper containers and arrange for its regular removal from the Premises.

7.5 Damage to Premises

- (a) The Lessee must tell the Lessor as soon as the Lessee knows of any:
 - (1) damage, injury, death or loss in the Premises; or
 - (2) likely cause of danger or risk to any person or property in the Premises or any service to the Premises.
- (b) The Lessee must promptly repair any damage the Lessee causes to the Premises.

7.6 Altering Premises

- (a) The Lessee must get the Lessor's consent before the Lessee does building work in the Premises (for example:
 - (1) making alterations;
 - (2) installing equipment;
 - (3) re-designing the interior; or
 - (4) installing partitions).
- (b) The Lessee must get:



7 What are Lessee's obligations concerning Premises?

- (1) the necessary permits (for example, building permits, plumbing permits) to allow the Lessee to carry out building work; and
- (2) an occupancy permit or certificate of final inspection when necessary.
- (c) For any building work the Lessee must:
 - (1) obey all reasonable directions the Lessor gives;
 - (2) do all work in a proper and workmanlike manner and complying with all laws;
 - (3) engage only qualified contractors and employees approved by the Lessor;
 - (4) cover the floor coverings in the Premises with suitable protective material during the delivery or removal of substances that create dust, powder or fibre; and
 - (5) if the Lessor asks, promptly give the Lessor copies of all plans, drawings, permits and certificates.

7.7 Lessee's tradespeople

If the Lessee employs a tradesperson to carry out work in the Premises, the tradesperson must:

- (a) be qualified and reputable; and
- (b) carry out the work in a proper and workmanlike manner and in accordance with best industry practices and the Lessor's health and safety requirements.

7.8 Lessee must obey the law and notices

- (a) The Lessee must obey any law (including, but not limited to, Environmental Laws) or proper notice from any competent authority requiring the Lessee to do anything concerning:
 - (1) the Premises;
 - (2) the Permitted Use;
 - (3) the health and safety of people using the Premises; or
 - (4) this Lease.
- (b) The Lessee does not have to do anything of a structural nature, unless it is required because of the Permitted Use or the Lessee's actions.

7.9 Lessee not to Contaminate Land

The Lessee must not:

- (a) do anything on the Premises; or
 - (b) bring anything onto the Premises,
- which will or may Contaminate the Land.



8 What are Lessee's obligations when this Lease ends?

8.1 Lessee's general obligations

- (a) When this Lease ends, the Lessee must:
 - (1) return the Premises to the Lessor in the same layout and condition as they were in at the Commencing Date, except for fair wear and tears;
 - (2) return all keys and passcards for the Premises to the Lessor; and
 - (3) remove any plate, sign or advertisement installed inside or outside the Premises by the Lessee and repair any damage caused.
- (b) The Lessee must make sure all the Lessee's Property is removed and repair any damage caused. Anything left becomes the Lessor's property and the Lessor may keep, sell or give it away.
- (c) The Lessee must pay the Lessor's costs of dealing with any of the Lessee's Property left in the Premises (for example, removing the property and restoring the Premises to the required condition).

9 Dealing with Premises and this Lease

9.1 Letting others occupy Premises

- (a) The Lessee must get the Lessor's consent before the Lessee deals with the Premises or the Lessee's interest in the Premises (for example, assigning, subletting, sharing or licensing them).
- (b) The Lessor must give consent if the Lessee:
 - (1) proves to the Lessor that the new person is at least as financially secure as the Lessee and able to make payments and comply with the Lessee's other obligations under this Lease; and
 - (2) is not in breach of this Lease.

10 Lessee's insurance, release and indemnity

10.1 Lessee's insurance

- (a) The Lessee must have current insurance policies covering:
 - (1) public liability arising from the use or occupation of the Premises for at least the amount in Item 11; and
 - (2) industrial special risks or an equivalent policy for the usual risks and covering the Lessee's Property and any of the Lessor's property in the Premises for its replacement value.
- (b) The Lessee must give the Lessor evidence of the Lessee's insurance, if the Lessor asks for it.
- (c) The Lessee must not do anything that may:



11 What are Lessor's rights and obligations?

- (1) cancel or make invalid any insurance of the Premises or the Lessee; or
- (2) increase the Lessor's insurance premiums.

10.2 Lessee's risk; release and indemnity to Lessor

- (a) The Lessee occupies and uses the Premises at the Lessee's own risk. The Lessee also carries out building work in the Premises at the Lessee's own risk.
- (b) The Lessee releases the Lessor from liability for any damage, loss, injury or death occurring in the Premises, except to the extent that this was caused by the Lessor's act, omission or negligence.

11 What are Lessor's rights and obligations?

11.1 Quiet enjoyment

The Lessor must allow the Lessee to occupy and use the Premises without interruption or disruption, except where this Lease allows the Lessor to do so.

11.2 Outgoings

The Lessor must pay all outgoings (for example, Taxes) for the Premises which are not the Lessee's responsibility.

11.3 Services

If the Lessor supplies any services to the Premises (for example, air conditioning, lifts), the Lessor must do all the Lessor reasonably can to make sure the services are working efficiently during the hours the Premises are open.

11.4 Lessor may enter Premises

- (a) After giving the Lessee at least 24 hours notice, the Lessor may enter the Premises at any reasonable time to:
 - (1) inspect the Premises;
 - (2) carry out maintenance, repairs or building work; or
 - (3) show the Premises to prospective lessees or buyers.
- (b) If there is an emergency, the Lessor may enter the Premises at any time without giving the Lessee notice.

11.5 Lessor may do things on Lessee's behalf

The Lessor may carry out any of the Lessee's obligations on the Lessee's behalf if the Lessee does not carry them out within a reasonable period of time after receiving a notice of breach (for example, if the Lessee does not do repairs). The Lessee must reimburse the Lessor's reasonable costs of doing this on demand.



12 What happens if Premises are damaged, destroyed or resumed?

11.6 Lessor may do repairs or building work

- (a) The Lessor may do any building work to extend or change the Premises.
- (b) The Lessor must act reasonably if this work is likely to disrupt the Lessee's use of the Premises.

11.7 Lessor's consent or approval

If the Lessor's consent is required, the Lessor must consider the request promptly, and must be fair and reasonable in giving or withholding it.

11.8 Reletting or selling Premises

- (a) If the Lessor wants to sell the Premises, the Lessor may put up a 'sale' sign on the Premises.
- (b) If the Lessor wants to relet the Premises and the Lessee has not exercised any option of renewal, the Lessor may put up a 'lease' sign in the Premises during the last 90 days of this Lease.

12 What happens if Premises are damaged, destroyed or resumed?

12.1 If damaged or destroyed

- (a) If the Premises are damaged or destroyed, and as a result the Lessee cannot use or access the Premises, the Lessee may ask the Lessor to re-build.
- (b) The Lessor must give a notice to the Lessee (**Rebuilding Notice**) within 90 days after receiving the Lessee's request stating whether the Lessor intends to rebuild.
- (c) If the Lessor does not give the Rebuilding Notice on time, or if the Lessor decides not to rebuild, the Lessor or the Lessee may end this Lease by notice to the other. This Lease ends on the date of the notice.
- (d) The Lessor must reduce the Lessee's rent (and other money payable) by a reasonable amount from the date of the damage or destruction. The amount of the reduction depends on the type and extent of the damage or destruction, and applies until the Premises are again fit for use or this Lease is ended.
- (e) Despite clauses 12.1(c) and 12.1(d), the Lessee cannot end this Lease and must continue to pay the full rent and other money payable under this Lease up to the Expiry Date if:
 - (1) the Lessee caused the damage or destruction; or
 - (2) payment under any insurance policy for the Building or the Premises is refused or reduced due to a breach of the policy by the Lessee.

12.2 Resolving disputes about reduction in rent and other money

- (a) If the Lessor and the Lessee dispute the amount of a reduction in rent (and any other money payable), the procedure in clause 12.2(b) must be followed. Each time limit is consecutive. If a time limit is not kept, the right attached is lost.



13 What happens if Lessee breaches this Lease?

- (b) This is the procedure for disputes about reducing the money payable under this Lease.
- (1) If the Lessee contends that the money payable should be reduced but the Lessor does not agree, or the Lessor or the Lessee do not agree on the reduced amount, the Lessee must give the Lessor notice of the dispute.
 - (2) The Lessee and the Lessor must negotiate in good faith to agree on a new amount within 30 days after the date of the Lessee's notice.
 - (3) If the Lessee and the Lessor agree, the Lessee must pay the agreed reduced amount from the agreed date.
 - (4) If the Lessee and the Lessor do not agree, then within 7 days either the Lessee or the Lessor may ask the President of the API (or an equivalent organisation) to appoint an independent Valuer to decide the reduced amount.
 - (5) The Valuer must decide the reduced amount within 30 days after being appointed.
- (c) Until a dispute is resolved, the Lessee must pay the current rent (and other money payable). Any adjustment must be calculated from the appropriate date. The Lessor must refund the amount of any adjustment within 7 days after the Valuer's decision.
- (d) In deciding the reduced amount, the Valuer must act as an independent expert and not as an arbitrator.
- (e) The Valuer must give written reasons for the decision. The decision is final and binds the parties.
- (f) The Lessor and the Lessee must pay the Valuer's costs in equal shares when requested by the Valuer.

12.3 If resumed

If a competent authority resumes the Premises the Lessor or the Lessee may end this Lease by notice to the other. The Lessor does not have to pay the Lessee compensation in these circumstances.

13 What happens if Lessee breaches this Lease?

13.1 Lessee breaches

The Lessee breaches this Lease if the Lessee disobeys any provision of this Lease.

13.2 Notice of breach

- (a) If the Lessee breaches this Lease, the Lessor must give the Lessee a notice describing the breach and requiring the Lessee either to remedy the breach (if it can be remedied) or to make reasonable monetary compensation to the Lessor.
- (b) The Lessor must give the Lessee at least 14 days (or such longer time as is reasonable to remedy) to obey the Lessor's notice.



13.3 Lessor's rights if Lessee breaches this Lease

If the Lessee breaches this Lease and does not remedy the breach within the time required, the Lessor may do one or more of the following:

- (a) re-enter and take possession of the Premises and end this Lease;
- (b) recover from the Lessee any loss the Lessor suffers due to the Lessee's breach;
- (c) carry out the Lessee's obligations on the Lessee's behalf (see clause 11.5); and
- (d) exercise any of the Lessor's other legal rights.

13.4 What else may Lessor do?

- (a) If the Lessor ends this Lease under clause 13.3, the Lessor may allow the Lessee to remain in possession of the Premises as a lessee on a monthly tenancy. The Lessor or the Lessee may end that tenancy at any time on giving one month's notice to the other. The tenancy will be on terms and at a rent the Lessor specifies or, where the Lessor does not specify any terms or rent, on the terms of this Lease so far as they are not inconsistent with a monthly tenancy and at the rent payable immediately before this Lease ended.
- (b) If the Lessor ends this Lease under clause 13.3, it does not affect the Lessor's right to enforce:
 - (1) payment of any rent or other money which was payable by the Lessee to the Lessor before this Lease was ended; or
 - (2) any other right arising from a breach by the Lessee of the Lessee's obligations before this Lease was ended.

13.5 Lessor's actions do not constitute re-entry or forfeiture

None of the following actions by the Lessor constitutes a re-entry or a forfeiture or waiver of the Lessor's rights to recover in full all rent and other money payable by the Lessee under this Lease:

- (a) accepting the keys for the Premises;
- (b) entering the Premises to inspect or show them to prospective lessees or buyers, or to remedy the Lessee's breach; or
- (c) advertising the Premises for reletting.

13.6 Demanding or accepting rent is not a waiver

If the Lessor demands or accepts rent or any other money after the Lessee breaches this Lease:

- (a) the Lessor does not waive, and the demand or acceptance do not affect, the Lessor's ability to exercise:
 - (1) the Lessor's rights under clauses 13.3 and 13.4; or
 - (2) any other right the Lessor has; and
- (b) the Lessor's act is not an election by the Lessor to exercise, or not to exercise, any of those rights.



14 Dispute resolution

14.1 Decision by expert

- (a) If a dispute arises between the Lessor and the Lessee concerning this Lease and there is no specific provision in this Lease for resolving the dispute, they must jointly appoint an expert to decide the dispute.
- (b) If the Lessor and the Lessee cannot agree on the appointment of the expert within 14 days after one party asks the other to do so, either party may ask the appropriate body under clause 14.2 to appoint the expert.
- (c) In deciding the dispute, the expert must act as an expert and not as an arbitrator.

14.2 Selecting expert

The expert must have at least 5 years current and continuous standing in the expert's profession at the date of the appointment and must be:

- (a) in the case of a legal matter, a practising barrister or solicitor appointed by the President of the appropriate governing body of barristers or solicitors;
- (b) in the case of a financial or accountancy matter, a practising chartered accountant appointed by the President of the Chartered Accountants Australia and New Zealand;
- (c) in any other case, a qualified person appointed by the senior officer of an appropriate association, institute, society or board; or
- (d) if appropriate, a panel of experts representing more than one of the appropriate skills.

14.3 Expert's decision

The expert must give written reasons for the decision. The decision is final and binds the parties.

14.4 Expert's fees

The Lessor and the Lessee must each pay one half of the expert's fees, unless the expert decides that one party should bear all or a greater part of the fees.

14.5 Replacement expert

If the expert appointed is unable to complete a decision of the dispute, another expert must be appointed under clause 14.1(a) or 14.1(b) to decide the dispute.

14.6 Alternative dispute resolution

A party must not start court or arbitration proceedings concerning a dispute that arises under this Lease unless that party has complied with the provisions of this clause 14. This restriction does not prevent a party from taking immediate steps to seek urgent interlocutory relief from a court.



15 Goods and Services Tax (GST Exclusive Prices)

- (a) Any reference in this clause 15 to a term defined or used in *the A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) Unless expressly included, the consideration for any supply made under or in connection with this Lease does not include an amount on account of GST in respect of the supply (**GST Exclusive Consideration**) except as provided under this clause 15.
- (c) Any amount referred to in this Lease (other than an amount referred to in clause 15(h)) which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.
- (d) To the extent that GST is payable in respect of any supply made by a party (**Supplier**) under or in connection with this Lease, the consideration to be provided under this Lease for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
- (e) The recipient must pay the additional amount payable under clause 15(d) to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.
- (f) The Supplier must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under clause 15(d) or at such other time as the parties agree.
- (g) Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Lease the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under clause 15(e), the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.
- (h) If one of the parties to this Lease is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this Lease, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the party being reimbursed or indemnified (or its representative member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with clause 15(d).

16 Notices

16.1 Notices must be in writing

- (a) A notice, request, consent, approval or waiver (each a **Notice**) to be given under this Lease must be in writing.
- (b) References to a recipient party in this clause 16 include references to the recipient party's Officers, agents or employees.



16.2 Giving Notice to the Lessee

If the Lessor wants to give a Notice to the Lessee, the Lessor must give it in accordance with clause 16.3.

16.3 Method for Lessor giving Notice

- (a) Notice may be given to the Lessee personally.
- (b) Alternatively to giving Notice personally under clause 16.3(a), Notice may be given to the Lessee by leaving it at, or posting or emailing it to:
 - (1) the Lessee's address for Notices specified in the Reference Table;
 - (2) the Premises;
 - (3) the Lessee's registered office;
 - (4) the Lessee's last known business address; or
 - (5) any other address that the Lessee nominates.

16.4 Giving Notice to the Lessor

If the Lessee wants to give a Notice to the Lessor, the Lessee must leave it at, or post or fax it to:

- (a) the Lessor's address for Notices specified in the Reference Table;
- (b) the Lessor's registered office; or
- (c) any other address that the Lessor nominates.

16.5 When Notice is taken as given

A Notice is taken as given:

- (a) if delivered, on delivery;
- (b) if posted, 3 Business Days after posting; and
- (c) if emailed, on completion of transmission,

but if delivery or receipt is on a day which is not a Business Day or is after 5.00pm at the place of delivery or receipt, it is taken as given at 9.00am on the next Business Day.

17 General

17.1 Covenants – joint and several

Any covenant, indemnity or agreement by 2 or more persons as Lessee binds them collectively and individually.

17.2 Victorian law applies

This Lease is governed by Victorian law.



17.3 Signing Lessor's document

A Lessor's document or notice is valid when signed:

- (a) under the Lessor's common seal;
- (b) under the Lessor's power of attorney; or
- (c) by the Lessor's solicitors, employee or other authorised representative.

17.4 Saturdays, Sundays and public holidays

Anything to be done on a Saturday, Sunday or public holiday in Melbourne must be done by the next Business Day.

17.5 Payments under this Lease

All payments under this Lease must be made:

- (a) to the Lessor or any other person the Lessor nominates;
- (b) in the place the Lessor nominates; and
- (c) if the Lessor directs, by order on the Lessee's bank for payment to the credit of the account, at the bank and branch that the Lessor nominates.

17.6 Whole agreement

This Lease replaces any previous agreement, representation, warranty or understanding between the parties concerning its subject matter and contains the whole agreement between the parties.

17.7 Variation of this Lease

A variation of this Lease must be in writing and signed by the parties.

17.8 Severability

This Lease must be interpreted so that it complies with all laws applicable in Victoria. If any provision does not comply with any law, that provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, it must be severed from the rest of this Lease and this will not affect the continued enforceability of the rest of this Lease.

17.9 Waiver

No waiver by the Lessor of a breach of any of the Lessee's obligations contained or implied in this Lease operates as a waiver of another breach by the Lessee of the same or of any other obligation contained or implied in this Lease.



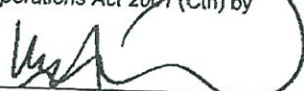
HERBERT
SMITH
FREEHILLS

Signing page


Executed as a deed on the date in the Reference Table

Lessee

Signed by
BTI Pty Ltd (ACN 141 0143 003)
in accordance with s. 127(1) of the
Corporations Act 2001 (Cth) by

sign here ▶ 

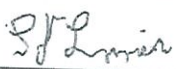
Company Secretary/Director
print name MICHAEL SEWARD

sign here ▶ 

Director
print name ADAM EGG

Lessor

Signed by
Limmer Nominees Pty Ltd (ACN 076 404 870)
in accordance with s. 127(1) of the Corporations Act 2001 (Cth) by

sign here ▶ 

Sole Director and sole Company Secretary
print name Geoffrey Limmer

ENGAGEMENT LETTER

To: The Trustees, Limmer Superannuation Fund

Scope

You have requested that we audit the financial report of Limmer Superannuation Fund, which comprises the balance sheet as at 30 June 2018, and the income statement for the year then ended a summary of significant accounting policies, other explanatory notes and the trustees' declaration. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter. Our audit will be conducted with the objective of expressing an opinion on the financial report and compliance with the *Superannuation Industry Supervisory Act 1993*.

We will conduct our audit in accordance with Australian Auditing Standards. Those Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement. An audit involves performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. An audit also includes evaluating the appropriateness of the financial reporting framework, accounting policies used and the reasonableness of accounting estimates made by the Trustees, as well as evaluating the overall presentation of the financial report.

Because of the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material misstatements may remain undiscovered. In making our risk assessments, we consider internal control relevant to the entity's preparation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

We take this opportunity to remind you that the responsibility for the preparation and fair presentation of the financial report in accordance with Australian Accounting Standards (including the Australian Accounting Interpretations) and the *Superannuation Industry Supervisory Act 1993* is that of the trustees. Our auditor's report will explain that the trustees are responsible for the preparation and the fair presentation of the financial report in accordance with the applicable financial reporting framework and this responsibility includes:

- designing, implementing and maintaining internal control relevant to the preparation of a financial report that is free from misstatement, whether due to fraud or error;
- selecting and applying appropriate accounting policies; and
- making accounting estimates that are reasonable in the circumstances.

As part of our audit process, we will request from the trustees written confirmation concerning representations made to us in connection with the audit.

Other Matters under the *Corporations Act 2001*

Independence

We confirm that, to the best of our knowledge and belief, we currently meet the independence requirements of the *Corporations Act 2001* in relation to the audit of the financial report. In conducting our audit of the financial report, should we become aware that we have contravened the independence requirements of the *Corporations Act 2001*, we shall notify you on a timely basis.

We look forward to your full cooperation and make available to us whatever records, documentation and other information we request in connection with our audit.

Please sign and return the attached copy of this letter to indicate that it is in accordance with your understanding of the arrangements for our audit of the financial report.

Yours faithfully,

Tony Boys

Acknowledged on behalf of Limmer Superannuation Fund by

Limmer Nominees Pty Ltd (Trustee)
Geoff Limmer

24th May 2019

Audit Representation Letter from Trustee(s)

Limmer Superannuation Fund

Year ended 30 June 2018

To the auditor,

Dear Sir,

With respect to the audit of the financial statements of the above mentioned fund for the year ended stated, the following representations are made which are true and correct to the best of my (our) knowledge and belief that will address the necessary compliance requirements of the *Superannuation Industry (Supervision) Act 1993*.

Preparation of the ATO Income Tax & Regulatory Return

The information disclosed in the annual return is complete and accurate.

Sole Purpose of the Fund

The sole purpose of the Fund is to provide retirement and/or death benefits to its members and/or beneficiaries.

Accounting Policies

All the significant accounting policies of the Fund are adequately described in the Financial Statements and the Notes thereto. These policies are consistently applied unless specifically noted in the Financial Statements and Notes.

Fund Books/Records/Minutes

All financial books, records and relevant material relating to the transactions and activities of the Fund have been made available to you, including minutes of the Trustees' meetings, the Trust Deed (as amended) and the Rules of the Fund. The Financial Statements accurately disclose the Revenue and Expenses and the full extent of the Assets and Liabilities of the Fund.

Asset Form

The assets of the Fund are being held in an acceptable form suitable for the benefit of the members of the Fund, and have been stated at their net market value.

Ownership and Pledging of Assets

1. The Fund has satisfactory title to all assets shown in the Financial Statements
2. Investments are registered in the name of Limmer Superannuation Fund
3. No assets of the Fund have been pledged to secure liabilities of the Fund or of any other fund or entity.

Investments

1. Investments are carried in the books at their net market value.
2. Amounts stated are considered reasonable in the current market condition, and there has not been any permanent diminution in their value below the amounts recorded in the Financial Statements.
3. There are no commitments, fixed or contingent, for the purchase or sale of long term investments.
4. Investment transactions and investments held are in accordance with the Investment Strategy, which has been determined with due regard to risk, return, liquidity and diversity.
5. The Trustee(s) have complied with all the Investment Standards stipulated in the Regulations relating to the SIS Act as amended.

Trust Deed Amendments

All amendments (if any) to the Trust Deed were made in order for the Fund to comply with the SIS Act, Regulations and any other applicable legislation relating to the operation and governance of the Fund.

Governing Rules

The Fund is being conducted in accordance with its Trust Deed and Governing Rules.

Legislative Requirements

The Fund is being conducted in accordance with the *Superannuation Industry (Supervision) Act 1993*, and the Regulations of the said Act. Including minimum pension payments to members entitled to receive a pension.

Contributions

The Trustees confirm the contributions, if any, received by the fund are within the limits imposed by the legislation, taking into account contributions paid by the members to other superannuation funds. Correspondence from the member(s) has been received and recorded by the trustees for all contributions from the member(s).

Use of Assets

All assets of the Fund have been acquired and used for the sole purpose of generating retirement benefits in accordance with the *Superannuation Industry (Supervision) Act 1993*, the Trust Deed of the Fund and the Investment Strategy of the Fund.

Pension Payments and Withdrawal of Funds

All pension payments (if any) and all withdrawal of funds from the accounts of the Fund have been made in accordance with statutory limitations imposed by legislation governing the Fund and all withdrawals of funds have been in accordance with the *Superannuation (Supervision) Act 1993*.

Trustee Responsibilities

The Trustees are aware of their responsibilities and obligations to the Members and the various regulatory bodies that govern, administer and enforce respective applicable legislation.

Trustee Covenants

The Trustee(s) have complied with all the Trustee Covenants set out in section 52 of the *Superannuation (Supervision) Act 1993*.

Legal Matters

The Trustees confirm you have been advised of all significant legal matters, and that the probability of any material revenue or expenses arising from such legal matters has been adequately accounted for, and been appropriately disclosed in the financial report.

Related Parties

All related party transactions have been brought to your attention.

Disqualified person not to act as a Trustee

There is no reason why any Trustee should be prohibited from acting as a Trustee of this Superannuation Fund.

Information to Members

Information relating to the transactions and activities of the Fund has been supplied in a timely manner.

Meetings

Meetings have been conducted in accordance with the Trust Deed and the requirements of the SIS Act. Resolutions and issues on which the Trustee(s) have voted, or on which they were required to vote have been passed by at least a 2/3rds majority of the Trustees.

Subsequent Events

Since the end of the financial year stated in the Financial Statements till the date of this letter, there have been no events or transactions that would have a material effect upon the Fund either financially or operationally.

Yours faithfully

Limmer Nominees Pty Ltd
Geoff Limmer

MINUTES OF A MEETING OF TRUSTEES OF THE LIMMER SUPERANNUATION FUND, HELD AT 8 SONIA STREET, RINGWOOD VIC. 3134 ON THE 23rd MAY 2019.

PRESENT: Geoff Limmer (Chairperson)

MINUTES: The minutes of the previous trustee meeting were read and confirmed as being a true and accurate record of that meeting.

ANNUAL ACCOUNTS: The following were tabled:

- (a) The Special Purpose Financial Statement for the year ended 30th June 2018,
- (b) Trustees Statement with respect to the results of the fund for the year ended 30th June 2018 and the state of affairs at that date, and
- (c) Statement of Members Funds as at 30th June 2018.

After full consideration, the Trustees formed the opinion that the requirements of the Superannuation Industry (Supervision) Act 1993, hereafter referred to as SIS, regarding the preparation of accounts of the fund, the Trustees Statement and reporting of members funds had been complied with.

It was resolved that the Trustees Statement submitted to the meeting be approved and signed by the Trustees.

INVESTMENT STRATEGY: The investment strategy as previously formulated was reviewed and the Trustees agreed that it still suited the Fund's position and investment requirements. It was therefore agreed that no change was necessary to the Investment Strategy.

ANNUAL AUDIT: It was resolved to appoint Super Audits Pty Ltd as the auditors of the fund for the 2018 financial year.

CLOSURE: There being no further business, the Meeting then closed.

Confirmed as a correct record

Geoff Limmer
(Chairperson)

MINUTES OF A MEETING OF TRUSTEES OF THE LIMMER SUPERANNUATION FUND HELD AT 8 SONIA STREET, RINGWOOD VIC. 3134 ON THE 2nd JUNE 2019.

PRESENT: Geoff Limmer (Chairperson)

MINUTES: The minutes of the previous trustee meeting were read and confirmed as being a true and accurate record of that meeting.

ANNUAL ACCOUNTS: The following were tabled:

(a) Audit Certificate from Super Audits Pty Ltd for the year ended 30th June 2018, and

After full consideration, the Trustees formed the opinion that the requirements of the Superannuation Industry (Supervision) Act 1993, hereafter referred to as SIS, regarding the audit of financial accounts and operations of the fund had been complied with.

CLOSURE: There being no further business, the Meeting then closed.

Confirmed as a correct record

Geoff Limmer
(Chairperson)

The Limmer Superannuation Fund

July 10, 2018

Mr G Limmer
PO Box 2121
Ringwood North, Vic. 3134

Dear Geoff

Re: Employer Contributions

We write to confirm that we have received the amount of \$2050.00 as Employer Contributions from your Employer for the financial period July 1, 2017 to June 30, 2018.

Should you believe this to be anything different then please contact us immediately.

Yours faithfully

The Limmer Superannuation Fund

Limmer Nominees Pty Ltd

Geoff Limmer

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The Limmer Superannuation Fund

2 July 2018

Mr Geoff Limmer
PO Box 2121
Ringwood North Vic. 3134

Dear Geoff

We write to confirm that we have today paid the amount of \$42,500.00 to you in relation to your Pension payment for the year ended June 30, 2018.

Should you wish to discuss this matter in further detail please do not hesitate to contact us.

Yours faithfully

The Limmer Superannuation Fund

Limmer Nominees Pty Ltd – Trustee

Geoff Limmer

The Limmer Superannuation Fund

Investment Strategy

Objectives

The objectives of the fund are to:

- Provide superannuation benefits to members and their dependants to meet their retirement needs.
- Ensure that appropriate mixes of investments are held by the fund to support these needs.
- Ensure the fund has sufficient liquidity at all times to meet all commitments.
- Maximise the tax effectiveness of fund investments thereby delivering the best long term after tax return for members.

The Investment objective of the trustee is to aim to achieve real medium to longer-term growth. In recognition of the medium term investment time frame of members the fund will have a high proportion of growth assets in the portfolio.

Investment Choice

The Trustees have determined the fund’s investments may include but not be limited to all or one of the following:

- Direct equities, stocks and derivatives including participation in dividend reinvestment programs and right issues, including the use of geared instalment warrants:
- Property trusts and associated investments:
- Managed investments and associated products:
- Direct residential, industrial and commercial property investment [including geared property investments purchased using allowable limited recourse borrowing arrangements]:
- Deposits and investments with banks and other financial institution securities including Term Deposits, Debentures, Secured and Unsecured Notes and Bonds:
- Any other investment that the trustees may feel prudent to achieve the objective of the fund.

The Trustee may from time to time decide to seek professional advice from Accountants, Solicitors or Financial Planners in the formulation or implementation of this or any future investment strategy.

In formulating this strategy the trustees have taken into consideration relevant features of the various investments in accordance with both the fund’s objectives and appropriate legislation.

In drafting this investment strategy, the trustees have taken into account all of the circumstances of the fund, including:

- the risks and likely return associated with each investment;
- the range and diversity of investments held by the fund;

The Limmer Superannuation Fund

- any risks coming from limited diversification;
- the liquidity of the fund's investments;
- the ages and preferences of its members;
- expected cash flow requirements; and
- the ability of the fund to meet its existing and prospective liabilities such as paying benefits to its members.

Policies

The policies adopted by the Trustees in order to achieve these objectives are:

- Regular monitoring of the performance of the fund's investments, the overall investment mix and the expected cash flow requirements of the fund.
- Re-balancing the fund's investment portfolio due to changes in market conditions through asset sales and new investments as appropriate.

The Trustees will aim to follow the investment strategy, however, they will at all times reserve the right to change the investment mix depending on the market situation and opportunities available to better meet the objectives of the fund.

A copy of the Investment Strategy of the fund will be available to members of the fund on request.

Risk profile and risk tolerance

The Fund has a medium time horizon. Further [the members are prepared to endure a reasonable level of volatility of returns in expectation of long term growth. The members have existing equity and property investments outside superannuation and are familiar with the variability of both returns and capital values which are associated with such investments.

Members understand

- the trade-off between investment risk and long term capital and income growth and have indicated asset growth is a priority
- Investment risk is borne by the members, as fluctuations in investment returns will affect the level of benefits available to members.

Insurance

The Trustees have considered whether the Fund should hold a contract of insurance for its members and concluded that insurance is not appropriate as the member is at an age such that insurance is not available on a cost effective basis

The Limmer Superannuation Fund

Liquidity

The Member of the Limmer Superannuation Fund is aged 68 and has significant assets outside of superannuation. At the present time he expects to draw a Pension sufficient enough to meet the minimum pension standards. Accordingly there is a requirement to keep a minimum of \$50,000.00 in liquid assets. Cash in excess of anticipated liquidity requirements will be invested in accordance with the Fund's investment strategy.

Asset Allocation

The targeted asset allocation will recognise the need to have a diversified asset mix, however, given the medium term investment horizon of the member and the significant assets outside of superannuation, the allocation will have a strong growth asset bias and be focused on maximising capital growth.

The Trustee recognises the higher risk in investing predominantly in growth assets and the volatility associated with shares and property. The volatility will be compensated by the prospect of achieving higher returns and growth in the longer term. In order to minimise this risk Trustees will consider investing in different industries and sectors where possible.

The final targeted asset allocation will be in the following ranges:

Growth Assets	Long term range	Current target
• Australian listed equities	0%-40%	10%
• Direct Property	0%-90%	80%
Defensive assets		
• Cash and term deposits	0%-60%	10%
		100%

Limmer Nominees Pty Ltd (Trustee)
Geoff Limmer

25th August 2017