

Compliance Workpapers
Armstrong Collective Super Fund
Financial Year - 2023



Fund Details

Fund Name	Armstrong Collective Super Fund
Contact no	
Financial Year	2023
Established Date	19/04/2022
ABN	76 460 029 827
TFN	607105233
Trustee Type	Corporate
Trustees	Armstrong Collective Super Pty Ltd
ACN	658865251

Statement of Financial Position

Assets	Qty	2023	2022	Change (\$)	Change (%)	
Investments	0.00	1,169,488.52	2,200.00	1,167,288.52	53,058.57	WP-1 WP-2
Direct Property	0.00	1,160,000.00	0.00	1,160,000.00	100.00	
261 Nepean Highway, Edithvale, VIC 3196	1.00	1,160,000.00	0.00	1,160,000.00	100.00	WP-1 WP-2 WP-3
Other Assets	0.00	9,488.52	2,200.00	7,288.52	331.30	
Borrowing Cost	0.00	9,488.52	0.00	9,488.52	100.00	WP-1
Repayable	0.00	0.00	2,200.00	-2,200.00	100.00	
Other Assets	0.00	18,614.27	235,133.82	-216,519.55	92.08	
Cash At Bank	0.00	18,614.27	211,933.82	-193,319.55	91.22	
NAB Bank Account	0.00	18,614.27	211,933.82	-193,319.55	91.22	WP-1
Sundry Assets	0.00	0.00	23,200.00	-23,200.00	100.00	
Sundry Asset	0.00	0.00	23,200.00	-23,200.00	100.00	
Total Assets	0.00	1,188,102.79	237,333.82	950,768.97	400.60	

Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
Borrowings	0.00	764,663.79	0.00	764,663.79	100.00	
Limited Recourse Borrowing Arrangement	0.00	764,663.79	0.00	764,663.79	100.00	
Liberty Loan	0.00	764,663.79	0.00	764,663.79	100.00	WP-1 WP-2

Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
Income Tax Payable	0.00	2,214.60	4,192.35	-1,977.75	47.18	WP-1 WP-2 WP-3
Income Tax Instalments Paid	0.00	-3,207.00	0.00	-3,207.00	100.00	WP-1
Provision for Income Tax	0.00	5,421.60	4,192.35	1,229.25	29.32	
Other Taxes Payable	0.00	1,069.00	0.00	1,069.00	100.00	
Activity Statement Payable/Refundable	0.00	1,069.00	0.00	1,069.00	100.00	WP-1
Total Liabilities	0.00	767,947.39	4,192.35	763,755.04	18,217.83	

Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
Member Entitlement Accounts	0.00	420,155.40	233,141.47	187,013.93	80.21	WP-1 WP-2
Miss Tess Beddome	0.00	234,412.37	14,122.93	220,289.44	1,559.80	
Accumulation	0.00	234,412.37	14,122.93	220,289.44	1,559.80	
Mr Samuel Armstrong	0.00	185,743.03	219,018.54	-33,275.51	15.19	
Accumulation	0.00	185,743.03	219,018.54	-33,275.51	15.19	
Total Member Entitlements	0.00	420,155.40	233,141.47	187,013.93	80.21	

Operating Statement

Income	2023	2022	Change (\$)	Change (%)	
Investment Income	51,863.74	0.00	51,863.74	100.00	WP-1 WP-2
Rent	51,863.74	0.00	51,863.74	100.00	WP-1 WP-2 WP-3
Direct Property	51,863.74	0.00	51,863.74	100.00	
261 Nepean Highway, Edithvale, VIC 3196	51,863.74	0.00	51,863.74	100.00	
Member Receipts	296,306.46	239,599.82	56,706.64	23.67	
Contributions	40,129.52	28,015.68	12,113.84	43.24	WP-1
Employer	12,629.52	0.00	12,629.52	100.00	
Miss Tess Beddome	3,591.00	0.00	3,591.00	100.00	
Mr Samuel Armstrong	9,038.52	0.00	9,038.52	100.00	
Member	27,500.00	28,015.68	-515.68	1.84	
Personal Concessional	27,500.00	28,015.68	-515.68	1.84	
Miss Tess Beddome	20,000.00	16,699.50	3,300.50	19.76	
Mr Samuel Armstrong	7,500.00	11,316.18	-3,816.18	33.72	
Rollovers In	256,176.94	211,584.14	44,592.80	21.08	
Miss Tess Beddome	256,176.94	0.00	256,176.94	100.00	WP-1
Mr Samuel Armstrong	0.00	211,584.14	-211,584.14	100.00	
Other Income	43.87	0.00	43.87	100.00	
ATO Interest Payments	43.87	0.00	43.87	100.00	WP-1

Income	2023	2022	Change (\$)	Change (%)	
Total Income	348,214.07	239,599.82	108,614.25	45.33	
Expenses	2023	2022	Change (\$)	Change (%)	
Investment Losses	99,885.99	0.00	99,885.99	100.00	
Decrease in Market Value	99,885.99	0.00	99,885.99	100.00	WP-1
Direct Property	99,885.99	0.00	99,885.99	100.00	
261 Nepean Highway, Edithvale, VIC 3196	99,885.99	0.00	99,885.99	100.00	
Other Expenses	55,892.55	2,266.00	53,626.55	2,366.57	
Accountancy Fee	1,182.50	0.00	1,182.50	100.00	WP-1
ASIC Fee	349.00	0.00	349.00	100.00	WP-1 WP-2
Auditor Fee	330.00	0.00	330.00	100.00	
Bank Fees	423.10	66.00	357.10	541.06	
Cash At Bank	3.10	66.00	-62.90	95.30	
NAB Bank Account	3.10	66.00	-62.90	95.30	
Limited Recourse Borrowing Arrangement	420.00	0.00	420.00	100.00	
Liberty Loan	420.00	0.00	420.00	100.00	
Borrowing Costs	2,101.48	0.00	2,101.48	100.00	WP-1
Establishment Fee	0.00	2,200.00	-2,200.00	100.00	
Interest Paid	49,792.37	0.00	49,792.37	100.00	
Cash At Bank	8.43	0.00	8.43	100.00	
NAB Bank Account	8.43	0.00	8.43	100.00	

Expenses	2023	2022	Change (\$)	Change (%)	
Limited Recourse Borrowing Arrangement	49,783.94	0.00	49,783.94	100.00	
Liberty Loan	49,783.94	0.00	49,783.94	100.00	WP-1
Property Expenses	1,196.10	0.00	1,196.10	100.00	WP-1
Insurance Premium	1,400.00	0.00	1,400.00	100.00	WP-1
Direct Property	1,400.00	0.00	1,400.00	100.00	
261 Nepean Highway, Edithvale, VIC 3196	1,400.00	0.00	1,400.00	100.00	
Land Tax	667.81	0.00	667.81	100.00	WP-1
Direct Property	667.81	0.00	667.81	100.00	
261 Nepean Highway, Edithvale, VIC 3196	667.81	0.00	667.81	100.00	
Sundry Expenses	-871.71	0.00	-871.71	100.00	WP-1 WP-2
Direct Property	-871.71	0.00	-871.71	100.00	
261 Nepean Highway, Edithvale, VIC 3196	-871.71	0.00	-871.71	100.00	
SMSF Supervisory Levy	518.00	0.00	518.00	100.00	
Total Expenses	155,778.54	2,266.00	153,512.54	6,774.60	
Income Tax	2023	2022	Change (\$)	Change (%)	
Income Tax Expense	5,421.60	4,192.35	1,229.25	29.32	WP-1 WP-2
Income Tax Expense	5,421.60	4,192.35	1,229.25	29.32	
Total Income Tax	5,421.60	4,192.35	1,229.25	29.32	
Net Profit(Loss) Total	187,013.93	233,141.47			

Lump Sum Payment - Good to Go

Great news! After review there is nothing that requires your attention.

Preservation Components

							Current Status : Good to Go Prior Status : N/A		Prepared By : N/A	Reviewed By : N/A
			Prior Year			Current Year				
Account Name	Account Type	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount			
Miss Tess Beddome (Age: 35 at 30/06/2023)										
Accumulation	Accumulation	14,122.93	0.00	0.00	234,412.37	0.00	0.00			
Mr Samuel Armstrong (Age: 38 at 30/06/2023)										
Accumulation	Accumulation	219,018.54	0.00	0.00	185,743.03	0.00	0.00			

Tax Component Verification (Accumulation)

		Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Account Name		Prior Year Tax Free Amount	Current Year Tax Free Amount
Miss Tess Beddome (Age: 35 at 30/06/2023)				
	Accumulation		0.00	14,742.65
Mr Samuel Armstrong (Age: 38 at 30/06/2023)				
	Accumulation		149.86	149.86

Work Test - Good to Go

Great news! After review there is nothing that requires your attention.

Contribution Cap Limit

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Current Year Contributions		Concessional	Non-Concessional
<p>Miss Tess Beddome Date of Birth: 09/12/1987 (Age: 34 at 30/06/2023)</p>				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		85,800.50	0.00
	Maximum cap available		113,300.50	110,000.00
	Contributions made (to this fund)		23,591.00	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		23,591.00	0.00
	Amount above caps		0.00	0.00
<p>Mr Samuel Armstrong Date of Birth: 03/08/1984 (Age: 37 at 30/06/2023)</p>				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		91,183.82	0.00
	Maximum cap available		118,683.82	110,000.00
	Contributions made (to this fund)		16,538.52	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		16,538.52	0.00
	Amount above caps		0.00	0.00

Negative Balance

				Current Status : Good to Go Prior Status : Warning		Prepared By : N/A	Reviewed By : N/A
	Date	Description	Debits	Credits	Balance		
Liberty Loan							
🚩	01/07/2022	Valuation Fee	1,100.00	0.00	-1,100.00		
🚩	03/08/2022	Loan Advance - EFT	758,410.00	0.00	-759,510.00		
🚩	04/08/2022	Property Search Fees	10.00	0.00	-759,520.00		
🚩	04/08/2022	Settlement Fee	595.00	0.00	-760,115.00		
🚩	04/08/2022	Document Preparation Fee	695.00	0.00	-760,810.00		
🚩	04/08/2022	SMSF Review Fee	695.00	0.00	-761,505.00		
🚩	04/08/2022	Application Fee	795.00	0.00	-762,300.00		
🚩	04/08/2022	Settlement Valuation Fee	1,100.00	0.00	-763,400.00		
🚩	04/08/2022	Establishment Fee	7,700.00	0.00	-771,100.00		
🚩	08/08/2022	Settlement Valuation Fee - Reversal	0.00	1,100.00	-770,000.00		
🚩	02/09/2022	Direct Debit Repayment	0.00	4,746.02	-765,253.98		
🚩	03/09/2022	Default Interest Charged - Reversal	0.00	0.18	-765,253.80		
🚩	03/09/2022	Default Administration Fee - Reversal	0.00	95.00	-765,158.80		
🚩	03/09/2022	Default Interest Charged	0.18	0.00	-765,158.98		
🚩	03/09/2022	Service Fee	30.00	0.00	-765,188.98		
🚩	03/09/2022	Default Administration Fee	95.00	0.00	-765,283.98		
🚩	03/09/2022	Interest Charged	4,284.54	0.00	-769,568.52		

				Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
🚩	06/09/2022	Dishonour Fee	25.00	0.00	-769,593.52	
🚩	06/09/2022	Direct Debit Repayment - Reversal	4,746.02	0.00	-774,339.54	
🚩	07/09/2022	Direct Debit Repayment	0.00	5,001.84	-769,337.70	
🚩	03/10/2022	Direct Debit Repayment	0.00	5,001.84	-764,335.86	
🚩	03/10/2022	Default Interest Charged	0.78	0.00	-764,336.64	
🚩	03/10/2022	Service Fee	30.00	0.00	-764,366.64	
🚩	03/10/2022	Default Administration Fee	95.00	0.00	-764,461.64	
🚩	03/10/2022	Interest Charged	4,416.84	0.00	-768,878.48	
🚩	03/11/2022	Direct Debit Repayment	0.00	5,391.20	-763,487.28	
🚩	03/11/2022	Service Fee	30.00	0.00	-763,517.28	
🚩	03/11/2022	Interest Charged	4,822.85	0.00	-768,340.13	
🚩	02/12/2022	Direct Debit Repayment	0.00	5,524.23	-762,815.90	
🚩	03/12/2022	Service Fee	30.00	0.00	-762,845.90	
🚩	03/12/2022	Interest Charged	4,829.90	0.00	-767,675.80	
🚩	03/01/2023	Direct Debit Repayment	0.00	5,524.23	-762,151.57	
🚩	03/01/2023	Service Fee	30.00	0.00	-762,181.57	
🚩	03/01/2023	Interest Charged	5,125.54	0.00	-767,307.11	
🚩	03/02/2023	Direct Debit Repayment	0.00	5,658.66	-761,648.45	
🚩	03/02/2023	Service Fee	30.00	0.00	-761,678.45	

				Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
🚩	03/02/2023	Interest Charged		5,180.89	0.00	-766,859.34
🚩	03/03/2023	Direct Debit Repayment		0.00	5,658.66	-761,200.68
🚩	03/03/2023	Service Fee		30.00	0.00	-761,230.68
🚩	03/03/2023	Interest Charged		4,755.57	0.00	-765,986.25
🚩	03/04/2023	Direct Debit Repayment		0.00	5,791.24	-760,195.01
🚩	03/04/2023	Service Fee		30.00	0.00	-760,225.01
🚩	03/04/2023	Interest Charged		5,434.30	0.00	-765,659.31
🚩	03/05/2023	Direct Debit Repayment		0.00	5,927.00	-759,732.31
🚩	03/05/2023	Service Fee		30.00	0.00	-759,762.31
🚩	03/05/2023	Interest Charged		5,317.66	0.00	-765,079.97
🚩	02/06/2023	Direct Debit Repayment		0.00	6,061.25	-759,018.72
🚩	03/06/2023	Service Fee		30.00	0.00	-759,048.72
🚩	03/06/2023	Interest Charged		5,615.07	0.00	-764,663.79
NAB Bank Account						
🚩	03/02/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC		5,658.66	0.00	-4,805.02
🚩	02/06/2023	3882629 SECURE FUNDING P		6,061.25	0.00	-5,591.04

Contra Bank Entries

				Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Date	Description	Debits	Credits	Balance	
Liberty Loan						
🚩	04/08/2022	Settlement Valuation Fee	1,100.00	0.00	-763,400.00	
🚩	08/08/2022	Settlement Valuation Fee - Reversal	0.00	1,100.00	-770,000.00	
🚩	02/09/2022	Direct Debit Repayment	0.00	4,746.02	-765,253.98	
🚩	03/09/2022	Default Interest Charged - Reversal	0.00	0.18	-765,253.80	
🚩	03/09/2022	Default Administration Fee - Reversal	0.00	95.00	-765,158.80	
🚩	03/09/2022	Default Interest Charged	0.18	0.00	-765,158.98	
🚩	03/09/2022	Default Administration Fee	95.00	0.00	-765,283.98	
🚩	06/09/2022	Direct Debit Repayment - Reversal	4,746.02	0.00	-774,339.54	
🚩	03/10/2022	Direct Debit Repayment	0.00	5,001.84	-764,335.86	
🚩	03/11/2022	Direct Debit Repayment	0.00	5,391.20	-763,487.28	
🚩	03/01/2023	Direct Debit Repayment	0.00	5,524.23	-762,151.57	
🚩	03/03/2023	Direct Debit Repayment	0.00	5,658.66	-761,200.68	
🚩	03/04/2023	Direct Debit Repayment	0.00	5,791.24	-760,195.01	
🚩	03/05/2023	Direct Debit Repayment	0.00	5,927.00	-759,732.31	
🚩	02/06/2023	Direct Debit Repayment	0.00	6,061.25	-759,018.72	
NAB Bank Account						
🚩	07/09/2022	3882629 SECURE FUNDING P ARMSTRONG COLLEC	5,001.84	0.00	1,546.58	

				Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
🚩	03/11/2022	3882629 SECURE FUNDING P ARMSTRONG COLLEC		5,391.20	0.00	3,510.35
🚩	02/12/2022	3882629 SECURE FUNDING P ARMSTRONG COLLEC		5,524.23	0.00	2,986.12
🚩	03/02/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC		5,658.66	0.00	-4,805.02
🚩	03/04/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC		5,791.24	0.00	165.21
🚩	03/05/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC		5,927.00	0.00	238.21
🚩	02/06/2023	3882629 SECURE FUNDING P		6,061.25	0.00	-5,591.04

Benefits Paid to Member < 60 - Good to Go

Great news! After review there is nothing that requires your attention.

Retirement Condition - Good to Go

Great news! After review there is nothing that requires your attention.

Market Value - Not Applicable

The system did not find any data to process.

Pension Limit - Not Applicable

The system did not find any data to process.

Tax Effective Allocation of Pension Payment (Member Level) - Not Applicable

The system did not find any data to process.

Preservation Components for Member above 65 - Not Applicable

The system did not find any data to process.

Tax Component Verification (Pension) - Not Applicable

The system did not find any data to process.

Income Comparison - Not Applicable

The system did not find any data to process.

Tax Effective Allocation of Pension Payment (Pension Account Level) - Not Applicable

The system did not find any data to process.

General Ledger

Date	Description	Quantity	Debits	Credits	Balance
Member Receipts / Rollovers In / Miss Tess Beddome					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
11/07/2022	Rollover In	0.00	0.00	256,176.94	256,176.94
30/06/2023	Closing Balance	0.00	0.00	0.00	256,176.94
Member Receipts / Contributions / Employer / Miss Tess Beddome					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
26/10/2022	Employer Contribution: TB Podiatry Pty Ltd	0.00	0.00	1,795.50	1,795.50
16/12/2022	Employer Contribution: TB Podiatry Pty Ltd	0.00	0.00	1,197.00	2,992.50
27/01/2023	Employer Contribution: TB Podiatry Pty Ltd	0.00	0.00	598.50	3,591.00
30/06/2023	Closing Balance	0.00	0.00	0.00	3,591.00
Member Receipts / Contributions / Employer / Mr Samuel Armstrong					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/08/2022	Employer Contribution: MyXplor Pty Limited	0.00	0.00	3,031.31	3,031.31
05/09/2022	Employer Contribution: MyXplor Pty Limited	0.00	0.00	1,531.25	4,562.56
05/10/2022	Employer Contribution: MyXplor Pty Limited	0.00	0.00	1,531.25	6,093.81
03/11/2022	Employer Contribution: MyXplor Pty Limited	0.00	0.00	2,944.71	9,038.52
30/06/2023	Closing Balance	0.00	0.00	0.00	9,038.52
Member Receipts / Contributions / Personal Concessional / Miss Tess Beddome					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
26/05/2023	ONLINE E3845110426 Personal contribut ARMSTRONG CO	0.00	0.00	8,500.00	8,500.00
30/05/2023	ONLINE B0632087608 Contribution ARMSTRONG CO	0.00	0.00	1,000.00	9,500.00
26/06/2023	INTERNET TRANSFER ONLINE W2545057569 Super top up Tess ARMSTRONG CO	0.00	0.00	7,500.00	17,000.00
29/06/2023	INTERNET TRANSFER ONLINE Y2732185686 Super contribution ARMSTRONG CO	0.00	0.00	3,000.00	20,000.00
30/06/2023	Closing Balance	0.00	0.00	0.00	20,000.00

Member Receipts / Contributions / Personal Concessional / Mr Samuel Armstrong

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	INTERNET TRANSFER ONLINE C2051524359 Super ARMSTRONG CO	0.00	0.00	7,500.00	7,500.00
30/06/2023	Closing Balance	0.00	0.00	0.00	7,500.00

Investment Income / Rent / Direct Property / 261 Nepean Highway, Edithvale, VIC 3196

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/08/2022	Rent from Property	0.00	0.00	2,983.74	2,983.74
03/10/2022	FCG Edithvale rent	0.00	0.00	5,000.00	7,983.74
01/11/2022	ONLINE H7188568972 Linked Acc Trns TB PODIATRY	0.00	0.00	5,000.00	12,983.74
02/12/2022	ONLINE Y7514931217 Linked Acc Trns TB PODIATRY	0.00	0.00	5,000.00	17,983.74

Date	Description	Quantity	Debits	Credits	Balance
03/01/2023	ONLINE Z0781100434 Linked Acc Trns TB PODIATRY	0.00	0.00	5,000.00	22,983.74
06/02/2023	ONLINE H4678125187 Edithvale rent TB PODIATRY	0.00	0.00	5,500.00	28,483.74
01/03/2023	ONLINE D7369253560 Edithvale Rent TB PODIATRY	0.00	0.00	5,000.00	33,483.74
03/04/2023	ONLINE K5055991712 FCG Edithvale rent TB PODIATRY	0.00	0.00	5,500.00	38,983.74
03/04/2023	ONLINE X5256578512 Edithvale rent TB PODIATRY	0.00	0.00	380.00	39,363.74
03/05/2023	ONLINE J7042541283 Edithvale rent TB PODIATRY	0.00	0.00	6,000.00	45,363.74
05/06/2023	ONLINE R9710558170 FCGEdithvale rent TB PODIATRY	0.00	0.00	6,500.00	51,863.74
30/06/2023	Closing Balance	0.00	0.00	0.00	51,863.74
Other Income / ATO Interest Payments					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
06/03/2023	ATO004000017453679 ATO ARMSTRONG COLLEC	0.00	0.00	43.87	43.87
30/06/2023	Closing Balance	0.00	0.00	0.00	43.87
Other Expenses / Accountancy Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
02/11/2022	INTERNET TRANSFER INV 1162	0.00	1,182.50	0.00	1,182.50
30/06/2023	Closing Balance	0.00	0.00	0.00	1,182.50
Other Expenses / ASIC Fee					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
17/05/2023	INTERNET BPAY ASIC 2296588652513	0.00	59.00	0.00	59.00
15/06/2023	INTERNET BPAY ASIC 2296599800515	0.00	290.00	0.00	349.00
30/06/2023	Closing Balance	0.00	0.00	0.00	349.00
Other Expenses / Auditor Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
02/11/2022	INTERNET TRANSFER INV 1162	0.00	330.00	0.00	330.00
30/06/2023	Closing Balance	0.00	0.00	0.00	330.00
Other Expenses / Cash At Bank / NAB Bank Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/09/2022	ACCOUNT FEES A.K.F. ARMSTRONG CO	0.00	3.10	0.00	3.10
30/06/2023	Closing Balance	0.00	0.00	0.00	3.10
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
28/02/2023	INTEREST CHARGED CA INTEREST ARMSTRONG CO	0.00	3.74	0.00	3.74
30/06/2023	Debit interest	0.00	4.69	0.00	8.43
30/06/2023	Closing Balance	0.00	0.00	0.00	8.43
Other Expenses / Bank Fees / Limited Recourse Borrowing Arrangement / Liberty Loan					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/09/2022	Service Fee	0.00	30.00	0.00	30.00

Date	Description	Quantity	Debits	Credits	Balance
06/09/2022	Dishonour Fee	0.00	25.00	0.00	55.00
03/10/2022	Default Administration Fee	0.00	95.00	0.00	150.00
03/10/2022	Service Fee	0.00	30.00	0.00	180.00
03/11/2022	Service Fee	0.00	30.00	0.00	210.00
03/12/2022	Service Fee	0.00	30.00	0.00	240.00
03/01/2023	Service Fee	0.00	30.00	0.00	270.00
03/02/2023	Service Fee	0.00	30.00	0.00	300.00
03/03/2023	Service Fee	0.00	30.00	0.00	330.00
03/04/2023	Service Fee	0.00	30.00	0.00	360.00
03/05/2023	Service Fee	0.00	30.00	0.00	390.00
03/06/2023	Service Fee	0.00	30.00	0.00	420.00
30/06/2023	Closing Balance	0.00	0.00	0.00	420.00
Other Expenses / Borrowing Costs					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Amortization FY23	0.00	2,101.48	0.00	2,101.48
30/06/2023	Closing Balance	0.00	0.00	0.00	2,101.48
Other Expenses / Interest Paid / Limited Recourse Borrowing Arrangement / Liberty Loan					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/09/2022	Interest Charged	0.00	4,284.54	0.00	4,284.54
03/10/2022	Default Interest Charged	0.00	0.78	0.00	4,285.32

Date	Description	Quantity	Debits	Credits	Balance
03/10/2022	Interest Charged	0.00	4,416.84	0.00	8,702.16
03/11/2022	Interest Charged	0.00	4,822.85	0.00	13,525.01
03/12/2022	Interest Charged	0.00	4,829.90	0.00	18,354.91
03/01/2023	Interest Charged	0.00	5,125.54	0.00	23,480.45
03/02/2023	Interest Charged	0.00	5,180.89	0.00	28,661.34
03/03/2023	Interest Charged	0.00	4,755.57	0.00	33,416.91
03/04/2023	Interest Charged	0.00	5,434.30	0.00	38,851.21
03/05/2023	Interest Charged	0.00	5,317.66	0.00	44,168.87
03/06/2023	Interest Charged	0.00	5,615.07	0.00	49,783.94
30/06/2023	Closing Balance	0.00	0.00	0.00	49,783.94
Other Expenses / Property Expenses / Insurance Premium / Direct Property / 261 Nepean Highway, Edithvale, VIC 3196					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
27/07/2022	INTERNET BPAY RODERICK INS BROKERS0130115232738459	0.00	1,400.00	0.00	1,400.00
30/06/2023	Closing Balance	0.00	0.00	0.00	1,400.00
Other Expenses / Property Expenses / Land Tax / Direct Property / 261 Nepean Highway, Edithvale, VIC 3196					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/08/2022	Land Tax	0.00	667.81	0.00	667.81
30/06/2023	Closing Balance	0.00	0.00	0.00	667.81
Other Expenses / Property Expenses / Sundry Expenses / Direct Property / 261 Nepean Highway, Edithvale, VIC 3196					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/08/2022	Bond Adjustment	0.00	0.00	2,666.66	2,666.66
03/08/2022	Lease Invoice Fees	0.00	1,794.95	0.00	871.71
30/06/2023	Closing Balance	0.00	0.00	0.00	871.71
Other Expenses / SMSF Supervisory Levy					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
24/10/2022	INTERNET BPAY TAX OFFICE PAYMENTS 002006071052336021	0.00	518.00	0.00	518.00
30/06/2023	Closing Balance	0.00	0.00	0.00	518.00
Investment Losses / Decrease in Market Value / Direct Property / 261 Nepean Highway, Edithvale, VIC 3196					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Market Value Adjustment	0.00	99,885.99	0.00	99,885.99
30/06/2023	Closing Balance	0.00	0.00	0.00	99,885.99
Income Tax Expense / Income Tax Expense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/08/2022	Fund Income Tax	0.00	454.70	0.00	454.70
05/09/2022	Fund Income Tax	0.00	229.69	0.00	684.39
05/10/2022	Fund Income Tax	0.00	229.69	0.00	914.08
26/10/2022	Fund Income Tax	0.00	269.32	0.00	1,183.40
03/11/2022	Fund Income Tax	0.00	441.71	0.00	1,625.11

Date	Description	Quantity	Debits	Credits	Balance
16/12/2022	Fund Income Tax	0.00	179.55	0.00	1,804.66
27/01/2023	Fund Income Tax	0.00	89.78	0.00	1,894.44
26/05/2023	Fund Income Tax	0.00	1,275.00	0.00	3,169.44
30/05/2023	Fund Income Tax	0.00	150.00	0.00	3,319.44
26/06/2023	Fund Income Tax	0.00	1,125.00	0.00	4,444.44
29/06/2023	Fund Income Tax	0.00	450.00	0.00	4,894.44
30/06/2023	Fund Income Tax	0.00	0.00	597.84	4,296.60
30/06/2023	Fund Income Tax	0.00	1,125.00	0.00	5,421.60
30/06/2023	Closing Balance	0.00	0.00	0.00	5,421.60

Investments - 261 Nepean Highway, Edithvale, VIC 3196

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Property Purchase	1.00	1,160,000.00	0.00	1,160,000.00
03/08/2022	Lodgement Fees	0.00	2,921.40	0.00	1,162,921.40
03/08/2022	PEXA Fees	0.00	123.97	0.00	1,163,045.37
03/08/2022	Professional Fees	0.00	1,875.97	0.00	1,164,921.34
03/08/2022	Stamp Duty	0.00	63,800.00	0.00	1,228,721.34
04/08/2022	SEA BASS PLUMBING H5987293909 15	0.00	2,750.00	0.00	1,231,471.34
04/08/2022	Sea Bass Plumbing Z3259524909 45	0.00	1,650.00	0.00	1,233,121.34
11/08/2022	INTERNET TRANSFER INV 456	0.00	6,842.00	0.00	1,239,963.34
11/08/2022	INTERNET TRANSFER INV 460	0.00	7,137.90	0.00	1,247,101.24

Date	Description	Quantity	Debits	Credits	Balance
06/09/2022	INTERNET TRANSFER INV 70	0.00	2,310.00	0.00	1,249,411.24
06/12/2022	INTERNET TRANSFER Mattick air con	0.00	2,004.75	0.00	1,251,415.99
12/12/2022	SEA BASS PLUMBING G6284047865 INV 0188	0.00	330.00	0.00	1,251,745.99
26/05/2023	INTERNET TRANSFER INV-2823	0.00	8,140.00	0.00	1,259,885.99
30/06/2023	Market Value Adjustment	0.00	0.00	99,885.99	1,160,000.00
30/06/2023	Closing Balance	1.00	0.00	0.00	1,160,000.00
Investments - Borrowing Cost					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
04/08/2022	Application Fee	0.00	795.00	0.00	795.00
04/08/2022	Document Preparation Fee	0.00	695.00	0.00	1,490.00
04/08/2022	Establishment Fee	0.00	7,700.00	0.00	9,190.00
04/08/2022	Property Search Fee	0.00	10.00	0.00	9,200.00
04/08/2022	Settlement Fee	0.00	595.00	0.00	9,795.00
04/08/2022	SMSF Review Fee	0.00	695.00	0.00	10,490.00
04/08/2022	Valuation Fee	0.00	1,100.00	0.00	11,590.00
30/06/2023	Amortization FY23	0.00	0.00	2,101.48	9,488.52
30/06/2023	Closing Balance	0.00	0.00	0.00	9,488.52
Investments - Repayable					
01/07/2022	Opening Balance	0.00	0.00	0.00	2,200.00

Date	Description	Quantity	Debits	Credits	Balance
20/10/2022	ONLINE C8484293404 reimbursement back ARMSTRONG CO	0.00	0.00	2,200.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Cash At Bank - NAB Bank Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	211,933.82
11/07/2022	70000000856360234 HOSTPLUS SUPER ARMSTRONG COLLEC	0.00	256,176.94	0.00	468,110.76
27/07/2022	INTERNET BPAY RODERICK INS BROKERS0130115232738459	0.00	0.00	14,000.00	454,110.76
28/07/2022	REF INVIC N RODERICK INSURAN ARMSTRONG COLLEC	0.00	12,600.00	0.00	466,710.76
02/08/2022	WITHDRAWAL	0.00	0.00	444,035.00	22,675.76
03/08/2022	p_vu_cc_9906545818 ClickSuper The Trustee for	0.00	3,031.31	0.00	25,707.07
04/08/2022	SEA BASS PLUMBING H5987293909 15	0.00	0.00	2,750.00	22,957.07
04/08/2022	Sea Bass Plumbing Z3259524909 45	0.00	0.00	1,650.00	21,307.07
11/08/2022	INTERNET TRANSFER INV 456	0.00	0.00	6,842.00	14,465.07
11/08/2022	INTERNET TRANSFER INV 460	0.00	0.00	7,137.90	7,327.17
05/09/2022	p_vu_cc_9906575133 ClickSuper The Trustee for	0.00	1,531.25	0.00	8,858.42
06/09/2022	INTERNET TRANSFER INV 70	0.00	0.00	2,310.00	6,548.42
07/09/2022	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,001.84	1,546.58
19/09/2022	CHEQUES	0.00	111.30	0.00	1,657.88

Date	Description	Quantity	Debits	Credits	Balance
30/09/2022	ACCOUNT FEES A.K.F. ARMSTRONG CO	0.00	0.00	3.10	1,654.78
03/10/2022	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,001.84	3,347.06
03/10/2022	FCG Edithvale rent	0.00	5,000.00	0.00	1,652.94
05/10/2022	p_vu_cc_9906599820 ClickSuper The Trustee for	0.00	1,531.25	0.00	3,184.19
20/10/2022	ONLINE C8484293404 reimbursement back ARMSTRONG CO	0.00	2,200.00	0.00	5,384.19
24/10/2022	INTERNET BPAY TAX OFFICE PAYMENTS 002006071052336021	0.00	0.00	4,710.35	673.84
26/10/2022	PC201022-198026659 SuperChoice P/L Armstrong Collec	0.00	1,795.50	0.00	2,469.34
01/11/2022	ONLINE H7188568972 Linked Acc Trns TB PODIATRY	0.00	5,000.00	0.00	7,469.34
02/11/2022	INTERNET TRANSFER INV 1162	0.00	0.00	1,512.50	5,956.84
03/11/2022	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,391.20	565.64
03/11/2022	p_vu_cc_9906629488 ClickSuper The Trustee for	0.00	2,944.71	0.00	3,510.35
02/12/2022	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,524.23	2,013.88
02/12/2022	ONLINE Y7514931217 Linked Acc Trns TB PODIATRY	0.00	5,000.00	0.00	2,986.12
06/12/2022	INTERNET TRANSFER Mattick air con	0.00	0.00	2,004.75	981.37
12/12/2022	SEA BASS PLUMBING G6284047865 INV 0188	0.00	0.00	330.00	651.37

Date	Description	Quantity	Debits	Credits	Balance
16/12/2022	PC121222-192391282 SuperChoice P/L Armstrong Collec	0.00	1,197.00	0.00	1,848.37
03/01/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,524.23	3,675.86
03/01/2023	ONLINE Z0781100434 Linked Acc Trns TB PODIATRY	0.00	5,000.00	0.00	1,324.14
19/01/2023	INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360	0.00	0.00	1,069.00	255.14
27/01/2023	PC200123-197410060 SuperChoice P/L Armstrong Collec	0.00	598.50	0.00	853.64
03/02/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,658.66	4,805.02
06/02/2023	ONLINE H4678125187 Edithvale rent TB PODIATRY	0.00	5,500.00	0.00	694.98
28/02/2023	INTEREST CHARGED CA INTEREST ARMSTRONG CO	0.00	0.00	3.74	691.24
01/03/2023	ONLINE D7369253560 Edithvale Rent TB PODIATRY	0.00	5,000.00	0.00	5,691.24
03/03/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,658.66	32.58
06/03/2023	ATO004000017453679 ATO ARMSTRONG COLLEC	0.00	43.87	0.00	76.45
03/04/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,791.24	5,714.79
03/04/2023	ONLINE K5055991712 FCG Edithvale rent TB PODIATRY	0.00	5,500.00	0.00	214.79
03/04/2023	ONLINE X5256578512 Edithvale rent TB PODIATRY	0.00	380.00	0.00	165.21

Date	Description	Quantity	Debits	Credits	Balance
03/05/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,927.00	5,761.79
03/05/2023	ONLINE J7042541283 Edithvale rent TB PODIATRY	0.00	6,000.00	0.00	238.21
17/05/2023	INTERNET BPAY ASIC 2296588652513	0.00	0.00	59.00	179.21
26/05/2023	INTERNET TRANSFER INV-2823	0.00	0.00	8,140.00	7,960.79
26/05/2023	ONLINE E3845110426 Personal contribut ARMSTRONG CO	0.00	8,500.00	0.00	539.21
30/05/2023	INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360	0.00	0.00	1,069.00	529.79
30/05/2023	ONLINE B0632087608 Contribution ARMSTRONG CO	0.00	1,000.00	0.00	470.21
02/06/2023	3882629 SECURE FUNDING P	0.00	0.00	6,061.25	5,591.04
05/06/2023	ONLINE R9710558170 FCGEedithvale rent TB PODIATRY	0.00	6,500.00	0.00	908.96
15/06/2023	INTERNET BPAY ASIC 2296599800515	0.00	0.00	290.00	618.96
26/06/2023	INTERNET TRANSFER ONLINE W2545057569 Super top up Tess ARMSTRONG CO	0.00	7,500.00	0.00	8,118.96
29/06/2023	INTERNET TRANSFER ONLINE Y2732185686 Super contribution ARMSTRONG CO	0.00	3,000.00	0.00	11,118.96
30/06/2023	Debit interest	0.00	0.00	4.69	11,114.27
30/06/2023	INTERNET TRANSFER ONLINE C2051524359 Super ARMSTRONG CO	0.00	7,500.00	0.00	18,614.27
30/06/2023	Closing Balance	0.00	0.00	0.00	18,614.27

Other Assets - Sundry Assets / Sundry Asset

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	23,200.00
03/08/2022	Property purchase deposit	0.00	0.00	23,200.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Direct Property / 261 Nepean Highway, Edithvale, VIC 3196					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Property Purchase	0.00	0.00	1,160,000.00	1,160,000.00
02/08/2022	Purchase Settlement Paid	0.00	445,212.22	0.00	714,787.78
03/08/2022	Lodgement Fees	0.00	0.00	2,921.40	717,709.18
03/08/2022	PEXA Fees	0.00	0.00	123.97	717,833.15
03/08/2022	Professional Fees	0.00	0.00	1,875.97	719,709.12
03/08/2022	Property Deposit Paid	0.00	23,200.00	0.00	696,509.12
03/08/2022	Purchase Settlement Paid	0.00	760,420.71	0.00	63,911.59
03/08/2022	Stamp Duty	0.00	0.00	63,800.00	111.59
04/08/2022	Capital Improvement - Paid	0.00	1,650.00	0.00	1,761.59
04/08/2022	Capital Improvement - Paid	0.00	2,750.00	0.00	4,511.59
04/08/2022	SEA BASS PLUMBING H5987293909 15	0.00	0.00	2,750.00	1,761.59
04/08/2022	Sea Bass Plumbing Z3259524909 45	0.00	0.00	1,650.00	111.59
11/08/2022	Capital Improvement - Paid	0.00	6,842.00	0.00	6,953.59
11/08/2022	Capital Improvement - Paid	0.00	7,137.90	0.00	14,091.49
11/08/2022	INTERNET TRANSFER INV 456	0.00	0.00	6,842.00	7,249.49

Date	Description	Quantity	Debits	Credits	Balance
11/08/2022	INTERNET TRANSFER INV 460	0.00	0.00	7,137.90	111.59
06/09/2022	Capital Improvement - Paid	0.00	2,310.00	0.00	2,421.59
06/09/2022	INTERNET TRANSFER INV 70	0.00	0.00	2,310.00	111.59
19/09/2022	Purchase Settlement Paid	0.00	0.00	111.59	0.00
06/12/2022	Capital Improvement - Paid	0.00	2,004.75	0.00	2,004.75
06/12/2022	INTERNET TRANSFER Mattick air con	0.00	0.00	2,004.75	0.00
12/12/2022	Capital Improvement - Paid	0.00	330.00	0.00	330.00
12/12/2022	SEA BASS PLUMBING G6284047865 INV 0188	0.00	0.00	330.00	0.00
26/05/2023	Capital Improvement - Paid	0.00	8,140.00	0.00	8,140.00
26/05/2023	INTERNET TRANSFER INV-2823	0.00	0.00	8,140.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Limited Recourse Borrowing Arrangement / Liberty Loan					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Valuation Fee	0.00	1,100.00	0.00	1,100.00
03/08/2022	Loan Advance - EFT	0.00	0.00	758,410.00	757,310.00
03/08/2022	Loan Advance - EFT	0.00	758,410.00	0.00	1,100.00
04/08/2022	Application Fee	0.00	0.00	795.00	305.00
04/08/2022	Application Fee	0.00	795.00	0.00	1,100.00
04/08/2022	Document Preparation Fee	0.00	0.00	695.00	405.00

Date	Description	Quantity	Debits	Credits	Balance
04/08/2022	Document Preparation Fee	0.00	695.00	0.00	1,100.00
04/08/2022	Establishment Fee	0.00	0.00	7,700.00	6,600.00
04/08/2022	Establishment Fee	0.00	7,700.00	0.00	1,100.00
04/08/2022	Property Search Fees	0.00	0.00	10.00	1,090.00
04/08/2022	Property Search Fees	0.00	10.00	0.00	1,100.00
04/08/2022	Settlement Fee	0.00	0.00	595.00	505.00
04/08/2022	Settlement Fee	0.00	595.00	0.00	1,100.00
04/08/2022	Settlement Valuation Fee	0.00	1,100.00	0.00	2,200.00
04/08/2022	SMSF Review Fee	0.00	0.00	695.00	1,505.00
04/08/2022	SMSF Review Fee	0.00	695.00	0.00	2,200.00
04/08/2022	Valuation Fee	0.00	0.00	1,100.00	1,100.00
08/08/2022	Settlement Valuation Fee	0.00	0.00	1,100.00	0.00
08/08/2022	Settlement Valuation Fee - Reversal	0.00	0.00	1,100.00	1,100.00
08/08/2022	Settlement Valuation Fee - Reversal	0.00	1,100.00	0.00	0.00
02/09/2022	Direct Debit Repayment	0.00	0.00	4,746.02	4,746.02
03/09/2022	Default Administration Fee	0.00	0.00	95.00	4,841.02
03/09/2022	Default Administration Fee	0.00	95.00	0.00	4,746.02
03/09/2022	Default Administration Fee - Reversal	0.00	0.00	95.00	4,841.02
03/09/2022	Default Administration Fee - Reversal	0.00	95.00	0.00	4,746.02
03/09/2022	Default Interest Charged	0.00	0.00	0.18	4,746.20

Date	Description	Quantity	Debits	Credits	Balance
03/09/2022	Default Interest Charged	0.00	0.18	0.00	4,746.02
03/09/2022	Default Interest Charged - Reversal	0.00	0.00	0.18	4,746.20
03/09/2022	Default Interest Charged - Reversal	0.00	0.18	0.00	4,746.02
03/09/2022	Interest Charged	0.00	0.00	4,284.54	9,030.56
03/09/2022	Interest Charged	0.00	4,284.54	0.00	4,746.02
03/09/2022	Service Fee	0.00	0.00	30.00	4,776.02
03/09/2022	Service Fee	0.00	30.00	0.00	4,746.02
06/09/2022	Direct Debit Repayment	0.00	4,746.02	0.00	0.00
06/09/2022	Direct Debit Repayment - Reversal	0.00	0.00	4,746.02	4,746.02
06/09/2022	Direct Debit Repayment - Reversal	0.00	4,746.02	0.00	0.00
06/09/2022	Dishonour Fee	0.00	0.00	25.00	25.00
06/09/2022	Dishonour Fee	0.00	25.00	0.00	0.00
07/09/2022	Direct Debit Repayment	0.00	0.00	5,001.84	5,001.84
07/09/2022	Direct Debit Repayment	0.00	5,001.84	0.00	0.00
03/10/2022	Default Administration Fee	0.00	0.00	95.00	95.00
03/10/2022	Default Administration Fee	0.00	95.00	0.00	0.00
03/10/2022	Default Interest Charged	0.00	0.00	0.78	0.78
03/10/2022	Default Interest Charged	0.00	0.78	0.00	0.00
03/10/2022	Direct Debit Repayment	0.00	0.00	5,001.84	5,001.84
03/10/2022	Direct Debit Repayment	0.00	5,001.84	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
03/10/2022	Interest Charged	0.00	0.00	4,416.84	4,416.84
03/10/2022	Interest Charged	0.00	4,416.84	0.00	0.00
03/10/2022	Service Fee	0.00	0.00	30.00	30.00
03/10/2022	Service Fee	0.00	30.00	0.00	0.00
03/11/2022	Direct Debit Repayment	0.00	0.00	5,391.20	5,391.20
03/11/2022	Direct Debit Repayment	0.00	5,391.20	0.00	0.00
03/11/2022	Interest Charged	0.00	0.00	4,822.85	4,822.85
03/11/2022	Interest Charged	0.00	4,822.85	0.00	0.00
03/11/2022	Service Fee	0.00	0.00	30.00	30.00
03/11/2022	Service Fee	0.00	30.00	0.00	0.00
02/12/2022	Direct Debit Repayment	0.00	0.00	5,524.23	5,524.23
02/12/2022	Direct Debit Repayment	0.00	5,524.23	0.00	0.00
03/12/2022	Interest Charged	0.00	0.00	4,829.90	4,829.90
03/12/2022	Interest Charged	0.00	4,829.90	0.00	0.00
03/12/2022	Service Fee	0.00	0.00	30.00	30.00
03/12/2022	Service Fee	0.00	30.00	0.00	0.00
03/01/2023	Direct Debit Repayment	0.00	0.00	5,524.23	5,524.23
03/01/2023	Direct Debit Repayment	0.00	5,524.23	0.00	0.00
03/01/2023	Interest Charged	0.00	0.00	5,125.54	5,125.54
03/01/2023	Interest Charged	0.00	5,125.54	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
03/01/2023	Service Fee	0.00	0.00	30.00	30.00
03/01/2023	Service Fee	0.00	30.00	0.00	0.00
03/02/2023	Direct Debit Repayment	0.00	0.00	5,658.66	5,658.66
03/02/2023	Direct Debit Repayment	0.00	5,658.66	0.00	0.00
03/02/2023	Interest Charged	0.00	0.00	5,180.89	5,180.89
03/02/2023	Interest Charged	0.00	5,180.89	0.00	0.00
03/02/2023	Service Fee	0.00	0.00	30.00	30.00
03/02/2023	Service Fee	0.00	30.00	0.00	0.00
03/03/2023	Direct Debit Repayment	0.00	0.00	5,658.66	5,658.66
03/03/2023	Direct Debit Repayment	0.00	5,658.66	0.00	0.00
03/03/2023	Interest Charged	0.00	0.00	4,755.57	4,755.57
03/03/2023	Interest Charged	0.00	4,755.57	0.00	0.00
03/03/2023	Service Fee	0.00	0.00	30.00	30.00
03/03/2023	Service Fee	0.00	30.00	0.00	0.00
03/04/2023	Direct Debit Repayment	0.00	0.00	5,791.24	5,791.24
03/04/2023	Direct Debit Repayment	0.00	5,791.24	0.00	0.00
03/04/2023	Interest Charged	0.00	0.00	5,434.30	5,434.30
03/04/2023	Interest Charged	0.00	5,434.30	0.00	0.00
03/04/2023	Service Fee	0.00	0.00	30.00	30.00
03/04/2023	Service Fee	0.00	30.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
03/05/2023	Direct Debit Repayment	0.00	0.00	5,927.00	5,927.00
03/05/2023	Direct Debit Repayment	0.00	5,927.00	0.00	0.00
03/05/2023	Interest Charged	0.00	0.00	5,317.66	5,317.66
03/05/2023	Interest Charged	0.00	5,317.66	0.00	0.00
03/05/2023	Service Fee	0.00	0.00	30.00	30.00
03/05/2023	Service Fee	0.00	30.00	0.00	0.00
02/06/2023	Direct Debit Repayment	0.00	0.00	6,061.25	6,061.25
02/06/2023	Direct Debit Repayment	0.00	6,061.25	0.00	0.00
03/06/2023	Interest Charged	0.00	0.00	5,615.07	5,615.07
03/06/2023	Interest Charged	0.00	5,615.07	0.00	0.00
03/06/2023	Service Fee	0.00	0.00	30.00	30.00
03/06/2023	Service Fee	0.00	30.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Other Assets - Unsettled Trades / Acquisitions / Other Assets / Borrowing Cost

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
04/08/2022	Application Fee	0.00	0.00	795.00	795.00
04/08/2022	Application Fee	0.00	795.00	0.00	0.00
04/08/2022	Document Preparation Fee	0.00	0.00	695.00	695.00
04/08/2022	Document Preparation Fee	0.00	695.00	0.00	0.00
04/08/2022	Establishment Fee	0.00	0.00	7,700.00	7,700.00

Date	Description	Quantity	Debits	Credits	Balance
04/08/2022	Establishment Fee	0.00	7,700.00	0.00	0.00
04/08/2022	Property Search Fee	0.00	0.00	10.00	10.00
04/08/2022	Property Search Fee	0.00	10.00	0.00	0.00
04/08/2022	Settlement Fee	0.00	0.00	595.00	595.00
04/08/2022	Settlement Fee	0.00	595.00	0.00	0.00
04/08/2022	SMSF Review Fee	0.00	0.00	695.00	695.00
04/08/2022	SMSF Review Fee	0.00	695.00	0.00	0.00
04/08/2022	Valuation Fee	0.00	0.00	1,100.00	1,100.00
04/08/2022	Valuation Fee	0.00	1,100.00	0.00	0.00
30/06/2023	Amortization FY23	0.00	0.00	2,101.48	2,101.48
30/06/2023	Amortization FY23	0.00	2,101.48	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Other Assets / Repayable					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
20/10/2022	ONLINE C8484293404 reimbursement back ARMSTRONG CO	0.00	0.00	2,200.00	2,200.00
20/10/2022	ONLINE C8484293404 reimbursement back ARMSTRONG CO	0.00	2,200.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Sundry Asset					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
03/08/2022	Property purchase deposit	0.00	0.00	23,200.00	23,200.00
03/08/2022	Property purchase deposit	0.00	23,200.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Rent / Direct Property / 261 Nepean Highway, Edithvale, VIC 3196					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
02/08/2022	Purchase Settlement Paid	0.00	0.00	1,101.93	1,101.93
03/08/2022	Purchase Settlement Paid	0.00	0.00	1,882.09	2,984.02
03/08/2022	Rent from Property	0.00	2,983.74	0.00	0.28
19/09/2022	Purchase Settlement Paid	0.00	0.28	0.00	0.00
03/10/2022	FCG Edithvale rent	0.00	5,000.00	0.00	5,000.00
03/10/2022	Rental Income/Disbursements Received	0.00	0.00	5,000.00	0.00
01/11/2022	ONLINE H7188568972 Linked Acc Trns TB PODIATRY	0.00	5,000.00	0.00	5,000.00
01/11/2022	Rental Income/Disbursements Received	0.00	0.00	5,000.00	0.00
02/12/2022	ONLINE Y7514931217 Linked Acc Trns TB PODIATRY	0.00	5,000.00	0.00	5,000.00
02/12/2022	Rental Income/Disbursements Received	0.00	0.00	5,000.00	0.00
03/01/2023	ONLINE Z0781100434 Linked Acc Trns TB PODIATRY	0.00	5,000.00	0.00	5,000.00
03/01/2023	Rental Income/Disbursements Received	0.00	0.00	5,000.00	0.00
06/02/2023	ONLINE H4678125187 Edithvale rent TB PODIATRY	0.00	5,500.00	0.00	5,500.00

Date	Description	Quantity	Debits	Credits	Balance
06/02/2023	Rental Income/Disbursements Received	0.00	0.00	5,500.00	0.00
01/03/2023	ONLINE D7369253560 Edithvale Rent TB PODIATRY	0.00	5,000.00	0.00	5,000.00
01/03/2023	Rental Income/Disbursements Received	0.00	0.00	5,000.00	0.00
03/04/2023	ONLINE K5055991712 FCG Edithvale rent TB PODIATRY	0.00	5,500.00	0.00	5,500.00
03/04/2023	ONLINE X5256578512 Edithvale rent TB PODIATRY	0.00	380.00	0.00	5,880.00
03/04/2023	Rental Income/Disbursements Received	0.00	0.00	380.00	5,500.00
03/04/2023	Rental Income/Disbursements Received	0.00	0.00	5,500.00	0.00
03/05/2023	ONLINE J7042541283 Edithvale rent TB PODIATRY	0.00	6,000.00	0.00	6,000.00
03/05/2023	Rental Income/Disbursements Received	0.00	0.00	6,000.00	0.00
05/06/2023	ONLINE R9710558170 FCGEdithvale rent TB PODIATRY	0.00	6,500.00	0.00	6,500.00
05/06/2023	Rental Income/Disbursements Received	0.00	0.00	6,500.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Other Assets - Receivables / Member Income Receivable / Rollovers In / Miss Tess Beddome

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
11/07/2022	Rollover In	0.00	256,176.94	0.00	256,176.94
11/07/2022	RolloverIn Received	0.00	0.00	256,176.94	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Other Assets - Receivables / Member Income Receivable / Contributions / Miss Tess Beddome

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
26/10/2022	Contribution Received	0.00	0.00	1,795.50	1,795.50
26/10/2022	Employer Contribution: TB Podiatry Pty Ltd	0.00	1,795.50	0.00	0.00
16/12/2022	Contribution Received	0.00	0.00	1,197.00	1,197.00
16/12/2022	Employer Contribution: TB Podiatry Pty Ltd	0.00	1,197.00	0.00	0.00
27/01/2023	Contribution Received	0.00	0.00	598.50	598.50
27/01/2023	Employer Contribution: TB Podiatry Pty Ltd	0.00	598.50	0.00	0.00
26/05/2023	Contribution Received	0.00	0.00	8,500.00	8,500.00
26/05/2023	ONLINE E3845110426 Personal contribut ARMSTRONG CO	0.00	8,500.00	0.00	0.00
30/05/2023	Contribution Received	0.00	0.00	1,000.00	1,000.00
30/05/2023	ONLINE B0632087608 Contribution ARMSTRONG CO	0.00	1,000.00	0.00	0.00
26/06/2023	Contribution Received	0.00	0.00	7,500.00	7,500.00
26/06/2023	INTERNET TRANSFER ONLINE W2545057569 Super top up Tess ARMSTRONG CO	0.00	7,500.00	0.00	0.00
29/06/2023	Contribution Received	0.00	0.00	3,000.00	3,000.00
29/06/2023	INTERNET TRANSFER ONLINE Y2732185686 Super contribution ARMSTRONG CO	0.00	3,000.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Other Assets - Receivables / Member Income Receivable / Contributions / Mr Samuel Armstrong

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/08/2022	Contribution Received	0.00	0.00	3,031.31	3,031.31
03/08/2022	Employer Contribution: MyXplor Pty Limited	0.00	3,031.31	0.00	0.00
05/09/2022	Contribution Received	0.00	0.00	1,531.25	1,531.25
05/09/2022	Employer Contribution: MyXplor Pty Limited	0.00	1,531.25	0.00	0.00
05/10/2022	Contribution Received	0.00	0.00	1,531.25	1,531.25
05/10/2022	Employer Contribution: MyXplor Pty Limited	0.00	1,531.25	0.00	0.00
03/11/2022	Contribution Received	0.00	0.00	2,944.71	2,944.71
03/11/2022	Employer Contribution: MyXplor Pty Limited	0.00	2,944.71	0.00	0.00
30/06/2023	Contribution Received	0.00	0.00	7,500.00	7,500.00
30/06/2023	INTERNET TRANSFER ONLINE C2051524359 Super ARMSTRONG CO	0.00	7,500.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Sundry Debtors / ATO Interest Payments					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
06/03/2023	ATO004000017453679 ATO ARMSTRONG COLLEC	0.00	0.00	43.87	43.87
06/03/2023	ATO004000017453679 ATO ARMSTRONG COLLEC	0.00	43.87	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Accountancy Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
02/11/2022	INTERNET TRANSFER INV 1162	0.00	0.00	1,182.50	1,182.50
02/11/2022	INTERNET TRANSFER INV 1162	0.00	1,182.50	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / ASIC Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
17/05/2023	INTERNET BPAY ASIC 2296588652513	0.00	0.00	59.00	59.00
17/05/2023	INTERNET BPAY ASIC 2296588652513	0.00	59.00	0.00	0.00
15/06/2023	INTERNET BPAY ASIC 2296599800515	0.00	0.00	290.00	290.00
15/06/2023	INTERNET BPAY ASIC 2296599800515	0.00	290.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Auditor Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
02/11/2022	INTERNET TRANSFER INV 1162	0.00	0.00	330.00	330.00
02/11/2022	INTERNET TRANSFER INV 1162	0.00	330.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Cash At Bank / NAB Bank Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/09/2022	ACCOUNT FEES A.K.F. ARMSTRONG CO	0.00	0.00	3.10	3.10
30/09/2022	ACCOUNT FEES A.K.F. ARMSTRONG CO	0.00	3.10	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
28/02/2023	INTEREST CHARGED CA INTEREST ARMSTRONG CO	0.00	0.00	3.74	3.74
28/02/2023	INTEREST CHARGED CA INTEREST ARMSTRONG CO	0.00	3.74	0.00	0.00
30/06/2023	Debit interest	0.00	0.00	4.69	4.69
30/06/2023	Debit interest	0.00	4.69	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Bank Fees / Limited Recourse Borrowing Arrangement / Liberty Loan					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/09/2022	Service Fee	0.00	0.00	30.00	30.00
03/09/2022	Service Fee	0.00	30.00	0.00	0.00
06/09/2022	Dishonour Fee	0.00	0.00	25.00	25.00
06/09/2022	Dishonour Fee	0.00	25.00	0.00	0.00
03/10/2022	Default Administration Fee	0.00	0.00	95.00	95.00
03/10/2022	Default Administration Fee	0.00	95.00	0.00	0.00
03/10/2022	Service Fee	0.00	0.00	30.00	30.00
03/10/2022	Service Fee	0.00	30.00	0.00	0.00
03/11/2022	Service Fee	0.00	0.00	30.00	30.00
03/11/2022	Service Fee	0.00	30.00	0.00	0.00
03/12/2022	Service Fee	0.00	0.00	30.00	30.00

Date	Description	Quantity	Debits	Credits	Balance
03/12/2022	Service Fee	0.00	30.00	0.00	0.00
03/01/2023	Service Fee	0.00	0.00	30.00	30.00
03/01/2023	Service Fee	0.00	30.00	0.00	0.00
03/02/2023	Service Fee	0.00	0.00	30.00	30.00
03/02/2023	Service Fee	0.00	30.00	0.00	0.00
03/03/2023	Service Fee	0.00	0.00	30.00	30.00
03/03/2023	Service Fee	0.00	30.00	0.00	0.00
03/04/2023	Service Fee	0.00	0.00	30.00	30.00
03/04/2023	Service Fee	0.00	30.00	0.00	0.00
03/05/2023	Service Fee	0.00	0.00	30.00	30.00
03/05/2023	Service Fee	0.00	30.00	0.00	0.00
03/06/2023	Service Fee	0.00	0.00	30.00	30.00
03/06/2023	Service Fee	0.00	30.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Other Creditors and Accruals / Borrowing Costs

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Amortization FY23	0.00	0.00	2,101.48	2,101.48
30/06/2023	Amortization FY23	0.00	2,101.48	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Other Creditors and Accruals / Interest Paid / Limited Recourse Borrowing Arrangement / Liberty Loan

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/09/2022	Interest Charged	0.00	0.00	4,284.54	4,284.54
03/09/2022	Interest Charged	0.00	4,284.54	0.00	0.00
03/10/2022	Default Interest Charged	0.00	0.00	0.78	0.78
03/10/2022	Default Interest Charged	0.00	0.78	0.00	0.00
03/10/2022	Interest Charged	0.00	0.00	4,416.84	4,416.84
03/10/2022	Interest Charged	0.00	4,416.84	0.00	0.00
03/11/2022	Interest Charged	0.00	0.00	4,822.85	4,822.85
03/11/2022	Interest Charged	0.00	4,822.85	0.00	0.00
03/12/2022	Interest Charged	0.00	0.00	4,829.90	4,829.90
03/12/2022	Interest Charged	0.00	4,829.90	0.00	0.00
03/01/2023	Interest Charged	0.00	0.00	5,125.54	5,125.54
03/01/2023	Interest Charged	0.00	5,125.54	0.00	0.00
03/02/2023	Interest Charged	0.00	0.00	5,180.89	5,180.89
03/02/2023	Interest Charged	0.00	5,180.89	0.00	0.00
03/03/2023	Interest Charged	0.00	0.00	4,755.57	4,755.57
03/03/2023	Interest Charged	0.00	4,755.57	0.00	0.00
03/04/2023	Interest Charged	0.00	0.00	5,434.30	5,434.30
03/04/2023	Interest Charged	0.00	5,434.30	0.00	0.00
03/05/2023	Interest Charged	0.00	0.00	5,317.66	5,317.66

Date	Description	Quantity	Debits	Credits	Balance
03/05/2023	Interest Charged	0.00	5,317.66	0.00	0.00
03/06/2023	Interest Charged	0.00	0.00	5,615.07	5,615.07
03/06/2023	Interest Charged	0.00	5,615.07	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Property Expenses / Insurance Premium / Direct Property / 261 Nepean Highway, Edithvale, VIC 3196					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
27/07/2022	INTERNET BPAY RODERICK INS BROKERS0130115232738459	0.00	0.00	1,400.00	1,400.00
27/07/2022	INTERNET BPAY RODERICK INS BROKERS0130115232738459	0.00	1,400.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Property Expenses / Land Tax / Direct Property / 261 Nepean Highway, Edithvale, VIC 3196					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
02/08/2022	Purchase Settlement Paid	0.00	246.63	0.00	246.63
03/08/2022	Land Tax	0.00	0.00	667.81	421.18
03/08/2022	Purchase Settlement Paid	0.00	421.24	0.00	0.06
19/09/2022	Purchase Settlement Paid	0.00	0.00	0.06	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Property Expenses / Sundry Expenses / Direct Property / 261 Nepean Highway, Edithvale, VIC 3196					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
02/08/2022	Purchase Settlement Paid	0.00	0.00	321.92	321.92

Date	Description	Quantity	Debits	Credits	Balance
03/08/2022	Bond Adjustment	0.00	2,666.66	0.00	2,344.74
03/08/2022	Lease Invoice Fees	0.00	0.00	1,794.95	549.79
03/08/2022	Purchase Settlement Paid	0.00	0.00	549.86	0.07
19/09/2022	Purchase Settlement Paid	0.00	0.07	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Borrowings / Limited Recourse Borrowing Arrangement / Liberty Loan					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Valuation Fee	0.00	0.00	1,100.00	1,100.00
03/08/2022	Loan Advance - EFT	0.00	0.00	758,410.00	759,510.00
04/08/2022	Application Fee	0.00	0.00	795.00	760,305.00
04/08/2022	Document Preparation Fee	0.00	0.00	695.00	761,000.00
04/08/2022	Establishment Fee	0.00	0.00	7,700.00	768,700.00
04/08/2022	Property Search Fees	0.00	0.00	10.00	768,710.00
04/08/2022	Settlement Fee	0.00	0.00	595.00	769,305.00
04/08/2022	Settlement Valuation Fee	0.00	0.00	1,100.00	770,405.00
04/08/2022	SMSF Review Fee	0.00	0.00	695.00	771,100.00
08/08/2022	Settlement Valuation Fee - Reversal	0.00	1,100.00	0.00	770,000.00
02/09/2022	Direct Debit Repayment	0.00	4,746.02	0.00	765,253.98
03/09/2022	Default Administration Fee	0.00	0.00	95.00	765,348.98
03/09/2022	Default Administration Fee - Reversal	0.00	95.00	0.00	765,253.98

Date	Description	Quantity	Debits	Credits	Balance
03/09/2022	Default Interest Charged	0.00	0.00	0.18	765,254.16
03/09/2022	Default Interest Charged - Reversal	0.00	0.18	0.00	765,253.98
03/09/2022	Interest Charged	0.00	0.00	4,284.54	769,538.52
03/09/2022	Service Fee	0.00	0.00	30.00	769,568.52
06/09/2022	Direct Debit Repayment - Reversal	0.00	0.00	4,746.02	774,314.54
06/09/2022	Dishonour Fee	0.00	0.00	25.00	774,339.54
07/09/2022	Direct Debit Repayment	0.00	5,001.84	0.00	769,337.70
03/10/2022	Default Administration Fee	0.00	0.00	95.00	769,432.70
03/10/2022	Default Interest Charged	0.00	0.00	0.78	769,433.48
03/10/2022	Direct Debit Repayment	0.00	5,001.84	0.00	764,431.64
03/10/2022	Interest Charged	0.00	0.00	4,416.84	768,848.48
03/10/2022	Service Fee	0.00	0.00	30.00	768,878.48
03/11/2022	Direct Debit Repayment	0.00	5,391.20	0.00	763,487.28
03/11/2022	Interest Charged	0.00	0.00	4,822.85	768,310.13
03/11/2022	Service Fee	0.00	0.00	30.00	768,340.13
02/12/2022	Direct Debit Repayment	0.00	5,524.23	0.00	762,815.90
03/12/2022	Interest Charged	0.00	0.00	4,829.90	767,645.80
03/12/2022	Service Fee	0.00	0.00	30.00	767,675.80
03/01/2023	Direct Debit Repayment	0.00	5,524.23	0.00	762,151.57
03/01/2023	Interest Charged	0.00	0.00	5,125.54	767,277.11

Date	Description	Quantity	Debits	Credits	Balance
03/01/2023	Service Fee	0.00	0.00	30.00	767,307.11
03/02/2023	Direct Debit Repayment	0.00	5,658.66	0.00	761,648.45
03/02/2023	Interest Charged	0.00	0.00	5,180.89	766,829.34
03/02/2023	Service Fee	0.00	0.00	30.00	766,859.34
03/03/2023	Direct Debit Repayment	0.00	5,658.66	0.00	761,200.68
03/03/2023	Interest Charged	0.00	0.00	4,755.57	765,956.25
03/03/2023	Service Fee	0.00	0.00	30.00	765,986.25
03/04/2023	Direct Debit Repayment	0.00	5,791.24	0.00	760,195.01
03/04/2023	Interest Charged	0.00	0.00	5,434.30	765,629.31
03/04/2023	Service Fee	0.00	0.00	30.00	765,659.31
03/05/2023	Direct Debit Repayment	0.00	5,927.00	0.00	759,732.31
03/05/2023	Interest Charged	0.00	0.00	5,317.66	765,049.97
03/05/2023	Service Fee	0.00	0.00	30.00	765,079.97
02/06/2023	Direct Debit Repayment	0.00	6,061.25	0.00	759,018.72
03/06/2023	Interest Charged	0.00	0.00	5,615.07	764,633.79
03/06/2023	Service Fee	0.00	0.00	30.00	764,663.79
30/06/2023	Closing Balance	0.00	0.00	0.00	764,663.79
Income Tax Suspense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
24/10/2022	INTERNET BPAY TAX OFFICE PAYMENTS 002006071052336021	0.00	0.00	4,710.35	4,710.35
24/10/2022	INTERNET BPAY TAX OFFICE PAYMENTS 002006071052336021	0.00	4,710.35	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Income Tax Payable / Income Tax Payable					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Fund Tax Finalisation	0.00	0.00	4,192.35	4,192.35
24/10/2022	INTERNET BPAY TAX OFFICE PAYMENTS 002006071052336021	0.00	4,192.35	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Income Tax Payable / Provision for Income Tax					
01/07/2022	Opening Balance	0.00	0.00	0.00	4,192.35
01/07/2022	Fund Tax Finalisation	0.00	4,192.35	0.00	0.00
03/08/2022	Tax Effect Of Income	0.00	0.00	454.70	454.70
05/09/2022	Tax Effect Of Income	0.00	0.00	229.69	684.39
05/10/2022	Tax Effect Of Income	0.00	0.00	229.69	914.08
26/10/2022	Tax Effect Of Income	0.00	0.00	269.32	1,183.40
03/11/2022	Tax Effect Of Income	0.00	0.00	441.71	1,625.11
16/12/2022	Tax Effect Of Income	0.00	0.00	179.55	1,804.66
27/01/2023	Tax Effect Of Income	0.00	0.00	89.78	1,894.44
26/05/2023	Tax Effect Of Income	0.00	0.00	1,275.00	3,169.44

Date	Description	Quantity	Debits	Credits	Balance
30/05/2023	Tax Effect Of Income	0.00	0.00	150.00	3,319.44
26/06/2023	Tax Effect Of Income	0.00	0.00	1,125.00	4,444.44
29/06/2023	Tax Effect Of Income	0.00	0.00	450.00	4,894.44
30/06/2023	Tax Effect Of Income	0.00	0.00	1,125.00	6,019.44
30/06/2023	Tax Effect Of Income	0.00	597.84	0.00	5,421.60
30/06/2023	Closing Balance	0.00	0.00	0.00	5,421.60
Income Tax Payable / Income Tax Instalments Paid					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/12/2022	INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360	0.00	1,069.00	0.00	1,069.00
31/03/2023	INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360	0.00	1,069.00	0.00	2,138.00
30/06/2023	INTERNET BILL PAYMNT INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360	0.00	1,069.00	0.00	3,207.00
30/06/2023	Closing Balance	0.00	0.00	0.00	3,207.00
Other Taxes Payable / Activity Statement Payable/Refundable					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/12/2022	INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360	0.00	0.00	1,069.00	1,069.00
19/01/2023	INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360	0.00	1,069.00	0.00	0.00
31/03/2023	INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360	0.00	0.00	1,069.00	1,069.00

Date	Description	Quantity	Debits	Credits	Balance
30/05/2023	INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360	0.00	1,069.00	0.00	0.00
30/06/2023	INTERNET BILL PAYMNT INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360	0.00	0.00	1,069.00	1,069.00
30/06/2023	Closing Balance	0.00	0.00	0.00	1,069.00
Fund Suspense / NAB Bank Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
11/07/2022	700000000856360234 HOSTPLUS SUPER ARMSTRONG COLLEC	0.00	0.00	256,176.94	256,176.94
11/07/2022	700000000856360234 HOSTPLUS SUPER ARMSTRONG COLLEC	0.00	256,176.94	0.00	0.00
27/07/2022	INTERNET BPAY RODERICK INS BROKERS0130115232738459	0.00	0.00	1,400.00	1,400.00
27/07/2022	INTERNET BPAY RODERICK INS BROKERS0130115232738459	0.00	14,000.00	0.00	12,600.00
28/07/2022	INTERNET BPAY RODERICK INS BROKERS0130115232738459	0.00	0.00	12,600.00	0.00
28/07/2022	REF INVIC N RODERICK INSURAN ARMSTRONG COLLEC	0.00	0.00	12,600.00	12,600.00
28/07/2022	REF INVIC N RODERICK INSURAN ARMSTRONG COLLEC	0.00	12,600.00	0.00	0.00
02/08/2022	WITHDRAWAL	0.00	0.00	444,035.00	444,035.00
02/08/2022	WITHDRAWAL	0.00	444,035.00	0.00	0.00
03/08/2022	p_vu_cc_9906545818 ClickSuper The Trustee for	0.00	0.00	3,031.31	3,031.31

Date	Description	Quantity	Debits	Credits	Balance
03/08/2022	p_vu_cc_9906545818 ClickSuper The Trustee for	0.00	3,031.31	0.00	0.00
04/08/2022	SEA BASS PLUMBING H5987293909 15	0.00	0.00	2,750.00	2,750.00
04/08/2022	SEA BASS PLUMBING H5987293909 15	0.00	2,750.00	0.00	0.00
04/08/2022	Sea Bass Plumbing Z3259524909 45	0.00	0.00	1,650.00	1,650.00
04/08/2022	Sea Bass Plumbing Z3259524909 45	0.00	1,650.00	0.00	0.00
11/08/2022	INTERNET TRANSFER INV 456	0.00	0.00	6,842.00	6,842.00
11/08/2022	INTERNET TRANSFER INV 456	0.00	6,842.00	0.00	0.00
11/08/2022	INTERNET TRANSFER INV 460	0.00	0.00	7,137.90	7,137.90
11/08/2022	INTERNET TRANSFER INV 460	0.00	7,137.90	0.00	0.00
05/09/2022	p_vu_cc_9906575133 ClickSuper The Trustee for	0.00	0.00	1,531.25	1,531.25
05/09/2022	p_vu_cc_9906575133 ClickSuper The Trustee for	0.00	1,531.25	0.00	0.00
06/09/2022	INTERNET TRANSFER INV 70	0.00	0.00	2,310.00	2,310.00
06/09/2022	INTERNET TRANSFER INV 70	0.00	2,310.00	0.00	0.00
07/09/2022	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,001.84	5,001.84
07/09/2022	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	5,001.84	0.00	0.00
19/09/2022	CHEQUES	0.00	0.00	111.30	111.30
19/09/2022	CHEQUES	0.00	111.30	0.00	0.00
30/09/2022	ACCOUNT FEES A.K.F. ARMSTRONG CO	0.00	0.00	3.10	3.10

Date	Description	Quantity	Debits	Credits	Balance
30/09/2022	ACCOUNT FEES A.K.F. ARMSTRONG CO	0.00	3.10	0.00	0.00
03/10/2022	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,001.84	5,001.84
03/10/2022	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	5,001.84	0.00	0.00
03/10/2022	FCG Edithvale rent	0.00	0.00	5,000.00	5,000.00
03/10/2022	FCG Edithvale rent	0.00	5,000.00	0.00	0.00
05/10/2022	p_vu_cc_9906599820 ClickSuper The Trustee for	0.00	0.00	1,531.25	1,531.25
05/10/2022	p_vu_cc_9906599820 ClickSuper The Trustee for	0.00	1,531.25	0.00	0.00
20/10/2022	ONLINE C8484293404 reimbursement back ARMSTRONG CO	0.00	0.00	2,200.00	2,200.00
20/10/2022	ONLINE C8484293404 reimbursement back ARMSTRONG CO	0.00	2,200.00	0.00	0.00
24/10/2022	INTERNET BPAY TAX OFFICE PAYMENTS 002006071052336021	0.00	0.00	4,710.35	4,710.35
24/10/2022	INTERNET BPAY TAX OFFICE PAYMENTS 002006071052336021	0.00	4,710.35	0.00	0.00
26/10/2022	PC201022-198026659 SuperChoice P/L Armstrong Collec	0.00	0.00	1,795.50	1,795.50
26/10/2022	PC201022-198026659 SuperChoice P/L Armstrong Collec	0.00	1,795.50	0.00	0.00
01/11/2022	ONLINE H7188568972 Linked Acc Trns TB PODIATRY	0.00	0.00	5,000.00	5,000.00
01/11/2022	ONLINE H7188568972 Linked Acc Trns TB PODIATRY	0.00	5,000.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
02/11/2022	INTERNET TRANSFER INV 1162	0.00	0.00	330.00	330.00
02/11/2022	INTERNET TRANSFER INV 1162	0.00	0.00	1,182.50	1,512.50
02/11/2022	INTERNET TRANSFER INV 1162	0.00	1,512.50	0.00	0.00
03/11/2022	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,391.20	5,391.20
03/11/2022	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	5,391.20	0.00	0.00
03/11/2022	p_vu_cc_9906629488 ClickSuper The Trustee for	0.00	0.00	2,944.71	2,944.71
03/11/2022	p_vu_cc_9906629488 ClickSuper The Trustee for	0.00	2,944.71	0.00	0.00
02/12/2022	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,524.23	5,524.23
02/12/2022	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	5,524.23	0.00	0.00
02/12/2022	ONLINE Y7514931217 Linked Acc Trns TB PODIATRY	0.00	0.00	5,000.00	5,000.00
02/12/2022	ONLINE Y7514931217 Linked Acc Trns TB PODIATRY	0.00	5,000.00	0.00	0.00
06/12/2022	INTERNET TRANSFER Mattick air con	0.00	0.00	2,004.75	2,004.75
06/12/2022	INTERNET TRANSFER Mattick air con	0.00	2,004.75	0.00	0.00
12/12/2022	SEA BASS PLUMBING G6284047865 INV 0188	0.00	0.00	330.00	330.00
12/12/2022	SEA BASS PLUMBING G6284047865 INV 0188	0.00	330.00	0.00	0.00
16/12/2022	PC121222-192391282 SuperChoice P/L Armstrong Collec	0.00	0.00	1,197.00	1,197.00

Date	Description	Quantity	Debits	Credits	Balance
16/12/2022	PC121222-192391282 SuperChoice P/L Armstrong Collec	0.00	1,197.00	0.00	0.00
03/01/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,524.23	5,524.23
03/01/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	5,524.23	0.00	0.00
03/01/2023	ONLINE Z0781100434 Linked Acc Trns TB PODIATRY	0.00	0.00	5,000.00	5,000.00
03/01/2023	ONLINE Z0781100434 Linked Acc Trns TB PODIATRY	0.00	5,000.00	0.00	0.00
19/01/2023	INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360	0.00	0.00	1,069.00	1,069.00
19/01/2023	INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360	0.00	1,069.00	0.00	0.00
27/01/2023	PC200123-197410060 SuperChoice P/L Armstrong Collec	0.00	0.00	598.50	598.50
27/01/2023	PC200123-197410060 SuperChoice P/L Armstrong Collec	0.00	598.50	0.00	0.00
03/02/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,658.66	5,658.66
03/02/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	5,658.66	0.00	0.00
06/02/2023	ONLINE H4678125187 Edithvale rent TB PODIATRY	0.00	0.00	5,500.00	5,500.00
06/02/2023	ONLINE H4678125187 Edithvale rent TB PODIATRY	0.00	5,500.00	0.00	0.00
28/02/2023	INTEREST CHARGED CA INTEREST ARMSTRONG CO	0.00	0.00	3.74	3.74

Date	Description	Quantity	Debits	Credits	Balance
28/02/2023	INTEREST CHARGED CA INTEREST ARMSTRONG CO	0.00	3.74	0.00	0.00
01/03/2023	ONLINE D7369253560 Edithvale Rent TB PODIATRY	0.00	0.00	5,000.00	5,000.00
01/03/2023	ONLINE D7369253560 Edithvale Rent TB PODIATRY	0.00	5,000.00	0.00	0.00
03/03/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,658.66	5,658.66
03/03/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	5,658.66	0.00	0.00
06/03/2023	ATO004000017453679 ATO ARMSTRONG COLLEC	0.00	0.00	43.87	43.87
06/03/2023	ATO004000017453679 ATO ARMSTRONG COLLEC	0.00	43.87	0.00	0.00
03/04/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,791.24	5,791.24
03/04/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	5,791.24	0.00	0.00
03/04/2023	ONLINE K5055991712 FCG Edithvale rent TB PODIATRY	0.00	0.00	5,500.00	5,500.00
03/04/2023	ONLINE K5055991712 FCG Edithvale rent TB PODIATRY	0.00	5,500.00	0.00	0.00
03/04/2023	ONLINE X5256578512 Edithvale rent TB PODIATRY	0.00	0.00	380.00	380.00
03/04/2023	ONLINE X5256578512 Edithvale rent TB PODIATRY	0.00	380.00	0.00	0.00
03/05/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	0.00	5,927.00	5,927.00

Date	Description	Quantity	Debits	Credits	Balance
03/05/2023	3882629 SECURE FUNDING P ARMSTRONG COLLEC	0.00	5,927.00	0.00	0.00
03/05/2023	ONLINE J7042541283 Edithvale rent TB PODIATRY	0.00	0.00	6,000.00	6,000.00
03/05/2023	ONLINE J7042541283 Edithvale rent TB PODIATRY	0.00	6,000.00	0.00	0.00
17/05/2023	INTERNET BPAY ASIC 2296588652513	0.00	0.00	59.00	59.00
17/05/2023	INTERNET BPAY ASIC 2296588652513	0.00	59.00	0.00	0.00
26/05/2023	INTERNET TRANSFER INV-2823	0.00	0.00	8,140.00	8,140.00
26/05/2023	INTERNET TRANSFER INV-2823	0.00	8,140.00	0.00	0.00
26/05/2023	ONLINE E3845110426 Personal contribut ARMSTRONG CO	0.00	0.00	8,500.00	8,500.00
26/05/2023	ONLINE E3845110426 Personal contribut ARMSTRONG CO	0.00	8,500.00	0.00	0.00
30/05/2023	INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360	0.00	0.00	1,069.00	1,069.00
30/05/2023	INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360	0.00	1,069.00	0.00	0.00
30/05/2023	ONLINE B0632087608 Contribution ARMSTRONG CO	0.00	0.00	1,000.00	1,000.00
30/05/2023	ONLINE B0632087608 Contribution ARMSTRONG CO	0.00	1,000.00	0.00	0.00
02/06/2023	3882629 SECURE FUNDING P	0.00	0.00	6,061.25	6,061.25
02/06/2023	3882629 SECURE FUNDING P	0.00	6,061.25	0.00	0.00
05/06/2023	ONLINE R9710558170 FCGEedithvale rent TB PODIATRY	0.00	0.00	6,500.00	6,500.00

Date	Description	Quantity	Debits	Credits	Balance
05/06/2023	ONLINE R9710558170 FCGEdithvale rent TB PODIATRY	0.00	6,500.00	0.00	0.00
15/06/2023	INTERNET BPAY ASIC 2296599800515	0.00	0.00	290.00	290.00
15/06/2023	INTERNET BPAY ASIC 2296599800515	0.00	290.00	0.00	0.00
26/06/2023	INTERNET TRANSFER ONLINE W2545057569 Super top up Tess ARMSTRONG CO	0.00	0.00	7,500.00	7,500.00
26/06/2023	INTERNET TRANSFER ONLINE W2545057569 Super top up Tess ARMSTRONG CO	0.00	7,500.00	0.00	0.00
29/06/2023	INTERNET TRANSFER ONLINE Y2732185686 Super contribution ARMSTRONG CO	0.00	0.00	3,000.00	3,000.00
29/06/2023	INTERNET TRANSFER ONLINE Y2732185686 Super contribution ARMSTRONG CO	0.00	3,000.00	0.00	0.00
30/06/2023	Debit interest	0.00	0.00	4.69	4.69
30/06/2023	Debit interest	0.00	4.69	0.00	0.00
30/06/2023	INTERNET TRANSFER ONLINE C2051524359 Super ARMSTRONG CO	0.00	0.00	7,500.00	7,500.00
30/06/2023	INTERNET TRANSFER ONLINE C2051524359 Super ARMSTRONG CO	0.00	7,500.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Member Entitlement Accounts / Miss Tess Beddome / Accumulation

01/07/2022	Opening Balance	0.00	0.00	0.00	14,122.93
11/07/2022	Rollover In	0.00	0.00	256,176.94	270,299.87
26/10/2022	Contribution Tax Withheld	0.00	269.32	0.00	270,030.55

Date	Description	Quantity	Debits	Credits	Balance
26/10/2022	Employer Contribution: TB Podiatry Pty Ltd	0.00	0.00	1,795.50	271,826.05
16/12/2022	Contribution Tax Withheld	0.00	179.55	0.00	271,646.50
16/12/2022	Employer Contribution: TB Podiatry Pty Ltd	0.00	0.00	1,197.00	272,843.50
27/01/2023	Contribution Tax Withheld	0.00	89.78	0.00	272,753.72
27/01/2023	Employer Contribution: TB Podiatry Pty Ltd	0.00	0.00	598.50	273,352.22
26/05/2023	Contribution Tax Withheld	0.00	1,275.00	0.00	272,077.22
26/05/2023	ONLINE E3845110426 Personal contribut ARMSTRONG CO	0.00	0.00	8,500.00	280,577.22
30/05/2023	Contribution Tax Withheld	0.00	150.00	0.00	280,427.22
30/05/2023	ONLINE B0632087608 Contribution ARMSTRONG CO	0.00	0.00	1,000.00	281,427.22
26/06/2023	Contribution Tax Withheld	0.00	1,125.00	0.00	280,302.22
26/06/2023	INTERNET TRANSFER ONLINE W2545057569 Super top up Tess ARMSTRONG CO	0.00	0.00	7,500.00	287,802.22
29/06/2023	Contribution Tax Withheld	0.00	450.00	0.00	287,352.22
29/06/2023	INTERNET TRANSFER ONLINE Y2732185686 Super contribution ARMSTRONG CO	0.00	0.00	3,000.00	290,352.22
30/06/2023	Income Taxes Allocated	0.00	0.00	323.82	290,676.04
30/06/2023	Investment Profit or Loss	0.00	56,263.67	0.00	234,412.37
30/06/2023	Closing Balance	0.00	0.00	0.00	234,412.37

Member Entitlement Accounts / Mr Samuel Armstrong / Accumulation

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	219,018.54
03/08/2022	Contribution Tax Withheld	0.00	454.70	0.00	218,563.84
03/08/2022	Employer Contribution: MyXplor Pty Limited	0.00	0.00	3,031.31	221,595.15
05/09/2022	Contribution Tax Withheld	0.00	229.69	0.00	221,365.46
05/09/2022	Employer Contribution: MyXplor Pty Limited	0.00	0.00	1,531.25	222,896.71
05/10/2022	Contribution Tax Withheld	0.00	229.69	0.00	222,667.02
05/10/2022	Employer Contribution: MyXplor Pty Limited	0.00	0.00	1,531.25	224,198.27
03/11/2022	Contribution Tax Withheld	0.00	441.71	0.00	223,756.56
03/11/2022	Employer Contribution: MyXplor Pty Limited	0.00	0.00	2,944.71	226,701.27
30/06/2023	Contribution Tax	0.00	0.00	0.01	226,701.28
30/06/2023	Contribution Tax Withheld	0.00	1,125.00	0.00	225,576.28
30/06/2023	Income Taxes Allocated	0.00	0.00	274.01	225,850.29
30/06/2023	INTERNET TRANSFER ONLINE C2051524359 Super ARMSTRONG CO	0.00	0.00	7,500.00	233,350.29
30/06/2023	Investment Profit or Loss	0.00	47,607.26	0.00	185,743.03
30/06/2023	Closing Balance	0.00	0.00	0.00	185,743.03

Permanent Documents

<u>SMSF Investment Strategy template signed.pdf</u>
<u>Armstrong Collective SF - Bare Trustee Registration.pdf</u>
<u>OCR_ATO Trustee Declaration - Sam.pdf</u>
<u>OCR_Armstrong Collective Super Pty Ltd - Constitution.pdf</u>
<u>OCR_ATO Trustee Declaration - Tess.pdf</u>
<u>ASIC Certificate of Registration.pdf</u>
<u>OCR_Armstrong Collective - SMSF Deed.pdf</u>

Self-managed superannuation fund annual return 2023

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 2023* (NAT 71287).

- ! The *Self-managed superannuation fund annual return instructions 2023* (NAT 71606) (the instructions) can assist you to complete this annual return.
- The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via ABR.gov.au or complete the Change of details for superannuation entities form (NAT 3036).

To complete this annual return

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

S M I T H S T

- Place X in ALL applicable boxes.

➤ Postal address for annual returns:

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

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

1 **Tax file number (TFN)**

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

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

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

Armstrong Collective Super Fund

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

4 **Current postal address**

PO Box 230

Suburb/town

Glen Osmond

State/territory

SA

Postcode

5064

5 **Annual return status**

Is this an amendment to the SMSF's 2023 return?

A No Yes

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

B No Yes

Fund's tax file number (TFN) *****

6 SMSF auditor

Auditor's name

Title: MR

Family name

Boys

First given name

Anthony

Other given names

SMSF Auditor Number

100014140

Auditor's phone number

04

10702708

Postal address

PO Box 3376

Suburb/town

Rundle Mall

State/territory

SA

Postcode

5000

Date audit was completed

A

Day Month Year

Was Part A of the audit report qualified?

B No Yes

Was Part B of the audit report qualified?

C No Yes

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

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

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

A Fund's financial institution account details

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

Fund BSB number 083054

Fund account number 721018200

Fund account name

Armstrong Collective Super Pty Ltd ATF Armstrong Collective Supe

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

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

BSB number

Account number

Account name

C Electronic service address alias

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

smsfdataflow

Fund's tax file number (TFN)

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

9 Was the fund wound up during the income year?

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

10 Exempt current pension income

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

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

No Go to Section B: Income.

Yes Exempt current pension income amount **A** \$.00

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

Segregated assets method **B**

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

Did the fund have any other income that was assessable?

E Yes Go to Section B: Income.

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

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

Fund's tax file number (TFN)

Section B: Income

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

11 Income

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

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2023*.

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

Net capital gain **A** \$ -00

Gross rent and other leasing and hiring income **B** \$ -00

Gross interest **C** \$ -00

Forestry managed investment scheme income **X** \$ -00

Gross foreign income D1 \$ <input type="text" value="0"/> -00	Net foreign income D \$ <input type="text" value="0"/> -00	Loss <input type="checkbox"/>
--	---	-------------------------------

Australian franking credits from a New Zealand company **E** \$ -00

Transfers from foreign funds **F** \$ -00 Number

Gross payments where ABN not quoted **H** \$ -00

Calculation of assessable contributions
 Assessable employer contributions **R1** \$ -00
 plus Assessable personal contributions **R2** \$ -00
 plus ****No-TFN-quoted contributions** **R3** \$ -00
(an amount must be included even if it is zero)
 less Transfer of liability to life insurance company or PST **R6** \$ -00

Gross distribution from partnerships **I** \$ -00
 *Unfranked dividend amount **J** \$ -00
 *Franked dividend amount **K** \$ -00
 *Dividend franking credit **L** \$ -00
 *Gross trust distributions **M** \$ -00

Assessable contributions (R1 plus R2 plus R3 less R6) **R** \$ -00

Calculation of non-arm's length income
 *Net non-arm's length private company dividends **U1** \$ -00
 plus *Net non-arm's length trust distributions **U2** \$ -00
 plus *Net other non-arm's length income **U3** \$ -00

*Other income **S** \$ -00
 *Assessable income due to changed tax status of fund **T** \$ -00

Net non-arm's length income (subject to 45% tax rate) (U1 plus U2 plus U3) **U** \$ -00

#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** \$ -00 Loss

Exempt current pension income **Y** \$ -00

TOTAL ASSESSABLE INCOME (W less Y) **V** \$ -00 Loss

Fund's tax file number (TFN)

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

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

	DEDUCTIONS		NON-DEDUCTIBLE EXPENSES
Interest expenses within Australia	A1 \$ <input type="text" value="49792"/> -00		A2 \$ <input type="text" value="0"/> -00
Interest expenses overseas	B1 \$ <input type="text" value="0"/> -00		B2 \$ <input type="text" value="0"/> -00
Capital works expenditure	D1 \$ <input type="text" value="0"/> -00		D2 \$ <input type="text" value="0"/> -00
Decline in value of depreciating assets	E1 \$ <input type="text" value="0"/> -00		E2 \$ <input type="text" value="0"/> -00
Insurance premiums – members	F1 \$ <input type="text" value="0"/> -00		F2 \$ <input type="text" value="0"/> -00
SMSF auditor fee	H1 \$ <input type="text" value="330"/> -00		H2 \$ <input type="text" value="0"/> -00
Investment expenses	I1 \$ <input type="text" value="3720"/> -00		I2 \$ <input type="text" value="0"/> -00
Management and administration expenses	J1 \$ <input type="text" value="1531"/> -00		J2 \$ <input type="text" value="0"/> -00
Forestry managed investment scheme expense	U1 \$ <input type="text" value="0"/> -00		U2 \$ <input type="text" value="0"/> -00
Other amounts	L1 \$ <input type="text" value="518"/> -00	Code <input type="text" value="0"/>	L2 \$ <input type="text" value="0"/> -00
Tax losses deducted	M1 \$ <input type="text" value="0"/> -00		

TOTAL DEDUCTIONS
N \$ -00
 (Total **A1** to **M1**)

TOTAL NON-DEDUCTIBLE EXPENSES
Y \$ -00
 (Total **A2** to **L2**)

#TAXABLE INCOME OR LOSS
O \$ -00 Loss
 (TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)

TOTAL SMSF EXPENSES
Z \$ -00
 (N plus Y)

#This is a mandatory label.

Fund's tax file number (TFN) *****

Section D: Income tax calculation statement

#Important:

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

13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2023* on how to complete the calculation statement.

#Taxable income	A	\$	<input type="text" value="36144"/>	-00
<i>(an amount must be included even if it is zero)</i>				
#Tax on taxable income	T1	\$	<input type="text" value="5421.60"/>	
<i>(an amount must be included even if it is zero)</i>				
#Tax on no-TFN-quoted contributions	J	\$	<input type="text" value="0"/>	
<i>(an amount must be included even if it is zero)</i>				

Gross tax **B** \$
(T1 plus J)

Foreign income tax offset	C1	\$	<input type="text" value="0"/>	
Rebates and tax offsets	C2	\$	<input type="text"/>	
Non-refundable non-carry forward tax offsets	C	\$	<input type="text" value="0"/>	
<i>(C1 plus C2)</i>				

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

Early stage venture capital limited partnership tax offset	D1	\$	<input type="text" value="0"/>	
Early stage venture capital limited partnership tax offset carried forward from previous year	D2	\$	<input type="text" value="0"/>	
Early stage investor tax offset	D3	\$	<input type="text" value="0"/>	
Early stage investor tax offset carried forward from previous year	D4	\$	<input type="text" value="0"/>	
Non-refundable carry forward tax offsets	D	\$	<input type="text" value="0"/>	
<i>(D1 plus D2 plus D3 plus D4)</i>				

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

Complying fund's franking credits tax offset	E1	\$	<input type="text"/>	
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"/>	
Refundable tax offsets	E	\$	<input type="text" value="0"/>	
<i>(E1 plus E2 plus E3 plus E4)</i>				

#TAX PAYABLE **T5** \$
(T3 less E – cannot be less than zero)

Section 102AAM interest charge
G \$

Fund's tax file number (TFN)

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 \$	<input type="text" value="0"/>
<i>(H2 plus H3 plus H5 plus H6 plus H8)</i>	

#Tax offset refunds <small>(Remainder of refundable tax offsets)</small>	I \$	<input type="text" value="0"/>
<small>(unused amount from label E – an amount must be included even if it is zero)</small>		

PAYG instalments raised

K \$

Supervisory levy

L \$

Supervisory levy adjustment for wound up funds

M \$

Supervisory levy adjustment for new funds

N \$

AMOUNT DUE OR REFUNDABLE <small>A positive amount at S is what you owe, while a negative amount is refundable to you.</small>	S \$	<input type="text" value="2473.60"/>
<small>(T5 plus G less H less I less K plus L less M plus N)</small>		

#This is a mandatory label.

Section E: Losses

14 Losses

! If total loss is greater than \$100,000, complete and attach a *Losses schedule 2023*.

Tax losses carried forward to later income years	U \$	<input type="text" value="0"/>	-00
Net capital losses carried forward to later income years	V \$	<input type="text" value="0"/>	-00

Fund's tax file number (TFN) *****

Section F: Member information

MEMBER 1

Title:

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Day Month Year

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date

Day Month Year

H1

Assessable foreign superannuation fund amount

I \$

Non-assessable foreign superannuation fund amount

J \$

Transfer from reserve: assessable amount

K \$

Transfer from reserve: non-assessable amount

L \$

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

T \$

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

M \$

TOTAL CONTRIBUTIONS N \$

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

Other transactions

Allocated earnings or losses

O \$

Loss

Inward rollovers and transfers

P \$

Outward rollovers and transfers

Q \$

Lump Sum payments

R1 \$

Income stream payments

R2 \$

Code

Code

Accumulation phase account balance

S1 \$

Retirement phase account balance - Non CDBIS

S2 \$

Retirement phase account balance - CDBIS

S3 \$

TRIS Count

CLOSING ACCOUNT BALANCE S \$

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

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

Fund's tax file number (TFN)

MEMBER 2

Title:

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Day Month Year

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date

Day Month Year

H1

Assessable foreign superannuation fund amount

I \$

Non-assessable foreign superannuation fund amount

J \$

Transfer from reserve: assessable amount

K \$

Transfer from reserve: non-assessable amount

L \$

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

T \$

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

M \$

TOTAL CONTRIBUTIONS N \$

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

Other transactions

Allocated earnings or losses

O \$

Loss

Inward rollovers and transfers

P \$

Outward rollovers and transfers

Q \$

Lump Sum payments

R1 \$

Code

Income stream payments

R2 \$

Code

Accumulation phase account balance

S1 \$

Retirement phase account balance - Non CDBIS

S2 \$

Retirement phase account balance - CDBIS

S3 \$

TRIS Count

CLOSING ACCOUNT BALANCE S \$

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

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

Fund's tax file number (TFN)

Section H: Assets and liabilities

15 ASSETS

15a Australian managed investments

Listed trusts **A** \$ -00
 Unlisted trusts **B** \$ -00
 Insurance policy **C** \$ -00
 Other managed investments **D** \$ -00

15b Australian direct investments

Limited recourse borrowing arrangements	
Australian residential real property	J1 \$ <input type="text" value="0"/> -00
Australian non-residential real property	J2 \$ <input type="text" value="1160000"/> -00
Overseas real property	J3 \$ <input type="text" value="0"/> -00
Australian shares	J4 \$ <input type="text" value="0"/> -00
Overseas shares	J5 \$ <input type="text" value="0"/> -00
Other	J6 \$ <input type="text" value="0"/> -00
Property count	J7 <input type="text" value="1"/>

Cash and term deposits **E** \$ -00
 Debt securities **F** \$ -00
 Loans **G** \$ -00
 Listed shares **H** \$ -00
 Unlisted shares **I** \$ -00
 Limited recourse borrowing arrangements **J** \$ -00
 Non-residential real property **K** \$ -00
 Residential real property **L** \$ -00
 Collectables and personal use assets **M** \$ -00
 Other assets **O** \$ -00

15c Other investments

Crypto-Currency **N** \$ -00

15d Overseas direct investments

Overseas shares **P** \$ -00
 Overseas non-residential real property **Q** \$ -00
 Overseas residential real property **R** \$ -00
 Overseas managed investments **S** \$ -00
 Other overseas assets **T** \$ -00

TOTAL AUSTRALIAN AND OVERSEAS ASSETS	U \$ <input type="text" value="1444279"/> -00
(Sum of labels A to T)	

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year? **A** No Yes \$ -00

Fund's tax file number (TFN)

15f Limited recourse borrowing arrangements

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

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

16 LIABILITIES

Borrowings for limited recourse borrowing arrangements	V1 \$ <input type="text" value="764663"/> -00	
Permissible temporary borrowings	V2 \$ <input type="text"/> -00	
Other borrowings	V3 \$ <input type="text"/> -00	
	Borrowings	V \$ <input type="text" value="764663"/> -00
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)	W \$ <input type="text" value="420155"/> -00	
Reserve accounts	X \$ <input type="text" value="0"/> -00	
Other liabilities	Y \$ <input type="text" value="259461"/> -00	
TOTAL LIABILITIES	Z \$ <input type="text" value="1444279"/> -00	

Section I: Taxation of financial arrangements

17 Taxation of financial arrangements (TOFA)

Total TOFA gains **H** \$ -00

Total TOFA losses **I** \$ -00

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 2022–23 income year, write **2023**). **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 2023*. **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 2023* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2023*. **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, the current trustees and directors have authorised this annual return and it is documented as such in the SMSF's records. I have received a copy of the audit report and are aware of any matters raised therein. The information on this annual return, including any attached schedules and additional documentation is true and correct.

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

Date Day / Month / Year

Preferred trustee or director contact details:

Title:

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return Hrs

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

TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 2023* 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

Tax agent's contact details

Title:

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

Armstrong Collective Super Fund
Investment Revaluation as at 30 June 2023

Investment	Price Date	Market Price	Quantity	Market Value	Change in Market Value
Property Direct Market					
BCOST	Borrowing Cost		1.00000	9,488.52	0.00
PROP1	261 Nepean Highway, Edithvale, VIC 3196	30 Jun 2023	1,160,000.00000	1,160,000.00	(99,885.99)
Property Direct Market Total				1,169,488.52	(99,885.99)
Fund Total				1,169,488.52	(99,885.99)

Armstrong Collective Super Fund
Investment Income Comparison Report
 For the period 1 July 2022 to 30 June 2023

Payment Date	Income Type	Ledger Data			Announcement Data				
		Total Income	Tax Credits+	Diff *	Quantity	Held < 45 Days	Amount Per Unit	Total Income	Tax Credits+
Total		0.00	0.00						

+Note: Tax Credits refer to franking credits for domestic income and foreign tax credits where the income is foreign in nature.

Armstrong Collective Super Fund

Tax Accounting Reconciliation

For the period 1 July 2022 to 30 June 2023

Operating Statement Profit vs. Provision for Income Tax	2023 \$
Benefits Accrued as a Result of Operations before Income Tax	192,435.53
<u>ADD:</u>	
Decrease in Market Value	99,885.99
<u>LESS:</u>	
Rollovers In	256,176.94
Rounding	0.58
Taxable Income or Loss	36,144.00

	Income Amount	Tax Amount
Gross Tax @ 15% for Concessional Income	36,144.00	5,421.60
Gross Tax @ 45% for Net Non-Arm's Length Income	0.00	0.00
No-TFN Quoted Contributions @ 32%	0.00	0.00
Change in Carried Forward Losses	0.00	0.00
Provision for Income Tax	5,421.60	5,421.60

Provision for Income Tax vs. Income Tax Expense

Provision for Income Tax	5,421.60
Income Tax Expense	5,421.60

Provision for Income Tax vs. Income Tax Payable

Provision for Income Tax	5,421.60
<u>LESS:</u>	
Income Tax Instalments Paid	3,207.00
Income Tax Payable (Receivable)	2,214.60

Exempt Current Pension Income Settings

Pension Exempt % (Actuarial)	0.0000%
Pension Exempt % (Expenses)	0.0000%
Assets Segregated For Pensions	No

Armstrong Collective Super Fund
Statement of Taxable Income
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
			Section B	
Income				
Net Capital Gain				
Deferred Capital Gain Realised		30 Jun 2023	A	0.00
Less Capital Losses Applied		30 Jun 2023	A	0.00
Less Discount		30 Jun 2023	A	0.00
Total Net Capital Gain			A	0.00
Gross Rent and Other Leasing & Hiring Income				
Rent from Property	PROP1: 261 Nepean Highway, Edithvale, VIC 3196	03 Aug 2022	B	2,983.74
Rental Income/Disbursements Received	PROP1: 261 Nepean Highway, Edithvale, VIC 3196	03 Oct 2022	B	5,000.00
Rental Income/Disbursements Received	PROP1: 261 Nepean Highway, Edithvale, VIC 3196	01 Nov 2022	B	5,000.00
Rental Income/Disbursements Received	PROP1: 261 Nepean Highway, Edithvale, VIC 3196	02 Dec 2022	B	5,000.00
Rental Income/Disbursements Received	PROP1: 261 Nepean Highway, Edithvale, VIC 3196	03 Jan 2023	B	5,000.00
Rental Income/Disbursements Received	PROP1: 261 Nepean Highway, Edithvale, VIC 3196	06 Feb 2023	B	5,500.00
Rental Income/Disbursements Received	PROP1: 261 Nepean Highway, Edithvale, VIC 3196	01 Mar 2023	B	5,000.00
Rental Income/Disbursements Received	PROP1: 261 Nepean Highway, Edithvale, VIC 3196	03 Apr 2023	B	380.00
Rental Income/Disbursements Received	PROP1: 261 Nepean Highway, Edithvale, VIC 3196	03 Apr 2023	B	5,500.00
Rental Income/Disbursements Received	PROP1: 261 Nepean Highway, Edithvale, VIC 3196	03 May 2023	B	6,000.00
Rental Income/Disbursements Received	PROP1: 261 Nepean Highway, Edithvale, VIC 3196	05 Jun 2023	B	6,500.00
Less Rounding			B	(0.74)
Total Gross Rent and Other Leasing & Hiring Income			B	51,863.00
Gross Interest				
ATO004000017453679 ATO ARMSTRONG COLLEC		06 Mar 2023	C	43.87
Less Rounding			C	(0.87)
Total Gross Interest			C	43.00
Total Forestry Managed Investment Scheme Income			X	0.00
Total Net Foreign Income			D	0.00
Total Australian Franking Credits from a New Zealand Company			E	0.00
Total Transfers from Foreign Funds			F	0.00
Total Gross Payments where ABN not quoted			H	0.00
Total Gross Distribution from Partnerships			I	0.00
Total Unfranked Dividend Amount			J	0.00
Total Franked Dividend Amount			K	0.00
Total Dividend Franking Credit			L	0.00
Total Gross Trust Distributions			M	0.00

Armstrong Collective Super Fund
Statement of Taxable Income
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
Assessable Employer Contributions				
Employer Contribution: TB Podiatry Pty Ltd	1: Tess Beddome	26 Oct 2022	R1	1,795.50
Employer Contribution: TB Podiatry Pty Ltd	1: Tess Beddome	16 Dec 2022	R1	1,197.00
Employer Contribution: TB Podiatry Pty Ltd	1: Tess Beddome	27 Jan 2023	R1	598.50
Employer Contribution: MyXplor Pty Limited	2: Samuel Armstrong	03 Aug 2022	R1	3,031.31
Employer Contribution: MyXplor Pty Limited	2: Samuel Armstrong	05 Sep 2022	R1	1,531.25
Employer Contribution: MyXplor Pty Limited	2: Samuel Armstrong	05 Oct 2022	R1	1,531.25
Employer Contribution: MyXplor Pty Limited	2: Samuel Armstrong	03 Nov 2022	R1	2,944.71
<i>Less Rounding</i>			R1	(0.52)
Total Assessable Employer Contributions			R1	12,629.00
Assessable Personal Contributions				
ONLINE E3845110426 Personal contribut ARMSTRONG CO	1: Tess Beddome	26 May 2023	R2	8,500.00
ONLINE B0632087608 Contribution ARMSTRONG CO	1: Tess Beddome	30 May 2023	R2	1,000.00
INTERNET TRANSFER ONLINE W2545057569 Super top up Tess ARMSTRONG CO	1: Tess Beddome	26 Jun 2023	R2	7,500.00
INTERNET TRANSFER ONLINE Y2732185686 Super contribution ARMSTRONG CO	1: Tess Beddome	29 Jun 2023	R2	3,000.00
INTERNET TRANSFER ONLINE C2051524359 Super ARMSTRONG CO	2: Samuel Armstrong	30 Jun 2023	R2	7,500.00
Total Assessable Personal Contributions			R2	27,500.00
Total No-TFN quoted contributions			R3	0.00
Total Transfer of Liability to life insurance company or PST			R6	0.00
Total Assessable Contributions			R	40,129.00
Total Other Income			S	0.00
Total Assessable Income Due to Changed Tax Status of Fund			T	0.00
Total Net Non-arm's Length Income			U	0.00
Total Exempt Current Pension Income			Y	0.00
Total Assessable Income				92,035.00

Deductions

Section C

Interest Expenses within Australia

Interest Charged	LRBA: Liberty Loan	03 Sep 2022	A	4,284.54
Default Interest Charged	LRBA: Liberty Loan	03 Oct 2022	A	0.78
Interest Charged	LRBA: Liberty Loan	03 Oct 2022	A	4,416.84
Interest Charged	LRBA: Liberty Loan	03 Nov 2022	A	4,822.85
Interest Charged	LRBA: Liberty Loan	03 Dec 2022	A	4,829.90
Interest Charged	LRBA: Liberty Loan	03 Jan 2023	A	5,125.54
Interest Charged	LRBA: Liberty Loan	03 Feb 2023	A	5,180.89
Interest Charged	LRBA: Liberty Loan	03 Mar 2023	A	4,755.57
Interest Charged	LRBA: Liberty Loan	03 Apr 2023	A	5,434.30
Interest Charged	LRBA: Liberty Loan	03 May 2023	A	5,317.66
Interest Charged	LRBA: Liberty Loan	03 Jun 2023	A	5,615.07
INTEREST CHARGED CA INTEREST ARMSTRONG CO	NAB.BACCT: NAB Bank Account	28 Feb 2023	A	3.74
Debit interest	NAB.BACCT: NAB Bank Account	30 Jun 2023	A	4.69
<i>Less Rounding</i>			A	(0.37)
Total Interest Expenses within Australia			A	49,792.00

Armstrong Collective Super Fund
Statement of Taxable Income
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
Total Interest Expenses Overseas			B	0.00
Total Capital Works Deductions			D	0.00
Total Deduction for Decline in Value of Depreciating Assets			E	0.00
Total Death or Disability Premiums			F	0.00
Total Death Benefit Increase			G	0.00
Approved Auditor Fee				
INTERNET TRANSFER INV 1162		02 Nov 2022	H	330.00
Total Approved Auditor Fee			H	330.00
Investment Expenses				
Amortization FY23		30 Jun 2023	I	2,101.48
Service Fee	LRBA: Liberty Loan	03 Sep 2022	I	30.00
Dishonour Fee	LRBA: Liberty Loan	06 Sep 2022	I	25.00
Default Administration Fee	LRBA: Liberty Loan	03 Oct 2022	I	95.00
Service Fee	LRBA: Liberty Loan	03 Oct 2022	I	30.00
Service Fee	LRBA: Liberty Loan	03 Nov 2022	I	30.00
Service Fee	LRBA: Liberty Loan	03 Dec 2022	I	30.00
Service Fee	LRBA: Liberty Loan	03 Jan 2023	I	30.00
Service Fee	LRBA: Liberty Loan	03 Feb 2023	I	30.00
Service Fee	LRBA: Liberty Loan	03 Mar 2023	I	30.00
Service Fee	LRBA: Liberty Loan	03 Apr 2023	I	30.00
Service Fee	LRBA: Liberty Loan	03 May 2023	I	30.00
Service Fee	LRBA: Liberty Loan	03 Jun 2023	I	30.00
ACCOUNT FEES A.K.F. ARMSTRONG CO	NAB.BACCT: NAB Bank Account	30 Sep 2022	I	3.10
INTERNET BPAY RODERICK INS BROKERS0130115232738459	PROP1: 261 Nepean Highway, Edithvale, VIC 3196	27 Jul 2022	I	1,400.00
Bond Adjustment	PROP1: 261 Nepean Highway, Edithvale, VIC 3196	03 Aug 2022	I	(2,666.66)
Land Tax	PROP1: 261 Nepean Highway, Edithvale, VIC 3196	03 Aug 2022	I	667.81
Lease Invoice Fees	PROP1: 261 Nepean Highway, Edithvale, VIC 3196	03 Aug 2022	I	1,794.95
<i>Less Rounding</i>			I	(0.68)
Total Investment Expenses			I	3,720.00
Management and Administration Expenses				
INTERNET TRANSFER INV 1162		02 Nov 2022	J	1,182.50
INTERNET BPAY ASIC 2296588652513		17 May 2023	J	59.00
INTERNET BPAY ASIC 2296599800515		15 Jun 2023	J	290.00
<i>Less Rounding</i>			J	(0.50)
Total Management and Administration Expenses			J	1,531.00
Total Forestry Managed Investment Scheme Deduction			U	0.00
Other Deductions				
INTERNET BPAY TAX OFFICE PAYMENTS 002006071052336021		24 Oct 2022	L	518.00
Total Other Deductions			L	518.00
Tax Losses Deducted				
Tax Losses Brought Forward		30 Jun 2023	M	0.00
Less Net Exempt Income		30 Jun 2023	M	0.00

Armstrong Collective Super Fund
Statement of Taxable Income
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
Total Tax Losses Deducted			M	0.00
Total Deductions				55,891.00
Taxable Income or Loss		(V - N)	O	36,144.00

Income Tax Calculation Statement

Section D

Gross Tax

Gross Tax @ 15% for Concessional Income		30 Jun 2023	T1	5,421.60
Gross Tax @ 45% for Net Non-Arm's Length Income		30 Jun 2023	T1	0.00
No-TFN Quoted Contributions @ 32%		30 Jun 2023	J	0.00

Total Gross Tax				5,421.60
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Total Credit: Foreign Tax Income Offset			C1	0.00
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Total Credit: Rebates and Tax Offset			C2	0.00
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Rebates and Offsets			C	0.00
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SUBTOTAL				5,421.60
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Total Credit: Refundable Franking Credits			E1	0.00
---	--	--	----	------

Total Credit: No-TFN Tax Offset			E2	0.00
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Total Credit: Refundable National Rental Affordability Scheme Tax Offset			E3	0.00
--	--	--	----	------

Total Credit: Interest on Early Payments			H1	0.00
--	--	--	----	------

Total Credit: Foreign Resident Withholding			H2	0.00
--	--	--	----	------

Total Credit: ABN/TFN Not Quoted (Non-Individual)			H3	0.00
---	--	--	----	------

Total Credit: Interest on No-TFN Tax Offset			H6	0.00
---	--	--	----	------

Total Eligible Credits				0.00
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Net Tax Payable				5,421.60
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PAYG Instalments Raised

INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360		31 Dec 2022	K	1,069.00
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INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360		31 Mar 2023	K	1,069.00
---	--	-------------	---	----------

INTERNET BILL PAYMNT INTERNET BPAY TAX OFFICE PAYMENTS 4764600298271360		30 Jun 2023	K	1,069.00
--	--	-------------	---	----------

Total PAYG Instalments Raised			K	3,207.00
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Total Supervisory Levy			L	259.00
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Total Supervisory Levy Adjustment for Wound Up Funds			M	0.00
--	--	--	---	------

Total Supervisory Levy Adjustment for New Funds			N	0.00
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Total Amount Due / (Refundable)				2,473.60
--	--	--	--	-----------------

Armstrong Collective Super Fund

Members Summary Report - For the period 1/07/2022 to 30/06/2023

Member's Detail	Opening Balance	Increases				Decreases					Closing Balance	
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out	Ben Paid		
Miss Tess Beddome												
62 Ulupna Road Ormond VIC 3204												
Accumulation	Accumulation	14,122.93	23,591.00	256,176.94	(56,263.67)	0.00	(3,214.83)	0.00	0.00	0.00	0.00	234,412.37
		14,122.93	23,591.00	256,176.94	(56,263.67)	0.00	(3,214.83)	0.00	0.00	0.00	0.00	234,412.37
Mr Samuel Armstrong												
62 Ulupna Road Ormond VIC 3204												
Accumulation	Accumulation	219,018.54	16,538.52	0.00	(47,607.26)	0.00	(2,206.77)	0.00	0.00	0.00	0.00	185,743.03
		219,018.54	16,538.52	0.00	(47,607.26)	0.00	(2,206.77)	0.00	0.00	0.00	0.00	185,743.03
		233,141.47	40,129.52	256,176.94	(103,870.93)	0.00	(5,421.60)	0.00	0.00	0.00	0.00	420,155.40

Armstrong Collective Super Fund
Investment Summary as at 30 June 2023

Investment	Units	Average Cost Price	Market Price	Accounting Cost	Market Value	Unrealised Accounting Gain/(Loss)	Accounting Gain/(Loss) (%)	Portfolio Weight (%)
<u>Bank</u>								
Liberty Loan				(764,663.79)	(764,663.79)			(180.58)%
NAB Bank Account				18,614.27	18,614.27			4.40%
				(746,049.52)	(746,049.52)			(176.19)%
<u>Property Direct Market</u>								
Borrowing Cost		0.0000	0.0000	9,488.52	9,488.52	0.00	0.00%	2.24%
261 Nepean Highway, Edithvale, VIC 3196	1.00000	1,259,885.9900	1,160,000.0000	1,259,885.99	1,160,000.00	(99,885.99)	(7.93)%	273.95%
				1,269,374.51	1,169,488.52	(99,885.99)	(7.87)%	276.19%
				523,324.99	423,439.00	(99,885.99)	(19.09)%	100.00%

The accounting cost is the original cost base adjusted by any subsequent capital call/improvement or capital return transactions. In many cases, it is not the same as the adjusted or reduced cost base, or the reset cost base resulting from the CGT relief. To view the tax cost base and unrealised gain/(loss) for tax purposes refer to the Unrealised Capital Gains Report or change the report parameter to tax cost base.

**Armstrong Collective Super Fund
Investment Income Summary
For the period 1 July 2022 to 30 June 2023**

Total Income	Add			Less					Taxable Income (excluding Capital Gains)	Indexed Capital Gains *	Discounted Capital Gains *	Other Capital Gains *	CGT Concession Amount *
	Franking Credits	Foreign Credits	TFN Credits	Tax Free	Tax Exempt	Tax Deferred	Distributed Capital Gains	GST					
<i>Property Direct Market</i>													
261 Nepean Highway, Edithvale, VIC 3196													
51,863.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51,863.74	0.00	0.00	0.00	0.00
51,863.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51,863.74	0.00	0.00	0.00	0.00
51,863.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51,863.74	0.00	0.00	0.00	0.00

* Distributed capital gains components correspond to the cash amount received. You should refer to Realised Capital Gains or Distribution Reconciliation Reports for tax and capital gain reporting purpose.

Armstrong Collective Super Fund
Fund ABN: 76 460 029 827
Rental Property Schedule
For the Period From 1 July 2022 to 30 June 2023

Property Account Name **261 Nepean Highway, Edithvale, VIC 3196**
Property Type Commercial
Address of the Property 0/261 NEPEAN HIGHWAY
 EDITHVALE, VIC 3196
 Australia

Description	Tax Return Label	Amount	Prior Year
Income			
■ Rent from Property	B	51,863.74	0.00
Gross Rent		51,863.74	0.00
Expenses			
Insurance Premium	I	1,400.00	0.00
Land Tax	I	667.81	0.00
Sundry Expenses	I	(871.71)	0.00
Total Expenses		1,196.10	0.00
Net Rent		50,667.64	0.00

Armstrong Collective Super Fund
(ABN: 76 460 029 827)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 62 Ulupna Road Ormond, VIC 3204
Member	Number: 1
Miss Tess Alexandra Beddome	Date of Birth: 9 December 1987 Date Joined Fund: 19 April 2022 Eligible Service Date: 28 December 2018
	Tax File Number Held: Yes

*Note: this report provides a consolidated view of the Member's interests in the SMSF
Refer to the Member Benefit Statements produced for each member account for further details*

Your Accounts

Withdrawal Benefit as at 1 Jul 2022	
Accumulation	14,122.93
Total as at 1 Jul 2022	14,122.93

Withdrawal Benefit as at 30 Jun 2023	
Accumulation	234,412.37
Total as at 30 Jun 2023	234,412.37

Your Tax Components

Tax Free	14,742.65
Taxable - Taxed	219,669.72
Taxable - Untaxed	-

Your Preservation Components

Preserved	234,412.37
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:
email Tess Beddome tabeddome@gmail.com Sam Armstrong samarmstrong3@gmail.com
mail Armstrong Collective Super Fund, 62 Ulupna Road, Ormond VIC 3204

Armstrong Collective Super Fund
(ABN: 76 460 029 827)

Member Benefit Statement

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 62 Ulupna Road Ormond, VIC 3204
Member Number: 1	Date of Birth: 9 December 1987
Miss Tess Alexandra Beddome	Date Joined Fund: 19 April 2022
Accumulation Account	Eligible Service Date: 28 December 2018
Accumulation	Tax File Number Held: Yes
	Account Start Date: 19 April 2022

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2022	14,122.93
<i>Increases to your account:</i>	
Employer Contributions	3,591.00
Member Contributions	20,000.00
Rollovers In	256,176.94
Tax on Net Fund Income	323.82
<u>Total Increases</u>	<u>280,091.76</u>
<i>Decreases to your account:</i>	
Contributions Tax	3,538.65
Share Of Net Fund Income	56,263.67
<u>Total Decreases</u>	<u>59,802.32</u>
Withdrawal Benefit as at 30 Jun 2023	<u><u>234,412.37</u></u>

Your Tax Components		
Tax Free	6.2892 %	14,742.65
Taxable - Taxed		219,669.72
Taxable - Untaxed		-

Your Preservation Components	
Preserved	234,412.37
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits	
No insurance details have been recorded	

Your Beneficiaries	
No beneficiary details have been recorded	

For Enquiries:

email Tess Beddome tabeddome@gmail.com Sam Armstrong samarmstrong3@gmail.com
mail Armstrong Collective Super Fund, 62 Ulupna Road, Ormond VIC 3204



Trustee

The Trustee of the Fund is as follows:

Armstrong Collective Super Pty Ltd

The directors of the Trustee company are:

Samuel Armstrong and
Tess Beddome

Availability of Other Fund Information

Additional information regarding your membership is available on request. What your Fund can do is governed by the provisions of its Trust Deed, which is available for inspection. If you require further information or clarification of any aspect of your membership of the Fund, please contact your Fund's Administrator or Trustee.

Trustee Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. While every effort has been made by the Trustee to ensure the accuracy and completeness of this statement, the Trustee does not accept any liability for any errors, omissions or misprints.

Signed on behalf of the Trustee of the Fund

.....
Samuel Armstrong
Director - Armstrong Collective Super Pty Ltd

.....
Tess Beddome
Director - Armstrong Collective Super Pty Ltd

Statement Date: 30 June 2023

For Enquiries:

email Tess Beddome tabeddome@gmail.com Sam Armstrong samarmstrong3@gmail.com
mail Armstrong Collective Super Fund, 62 Ulupna Road, Ormond VIC 3204

Armstrong Collective Super Fund
(ABN: 76 460 029 827)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 62 Ulupna Road Ormond, VIC 3204
Member	Number: 2
Mr Samuel Armstrong	Date of Birth: 3 August 1984 Date Joined Fund: 19 April 2022 Eligible Service Date: 26 April 2003 Tax File Number Held: Yes

*Note: this report provides a consolidated view of the Member's interests in the SMSF
Refer to the Member Benefit Statements produced for each member account for further details*

Your Accounts	
Withdrawal Benefit as at 1 Jul 2022	
Accumulation	219,018.54
Total as at 1 Jul 2022	<u>219,018.54</u>
 Withdrawal Benefit as at 30 Jun 2023	
Accumulation	185,743.03
Total as at 30 Jun 2023	<u>185,743.03</u>

Your Tax Components	
Tax Free	149.86
Taxable - Taxed	185,593.17
Taxable - Untaxed	-

Your Preservation Components	
Preserved	185,743.03
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:
email Tess Beddome tabeddome@gmail.com Sam Armstrong samarmstrong3@gmail.com
mail Armstrong Collective Super Fund, 62 Ulupna Road, Ormond VIC 3204

Armstrong Collective Super Fund
(ABN: 76 460 029 827)

Member Benefit Statement

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 62 Ulupna Road Ormond, VIC 3204
Member Number: 2	Date of Birth: 3 August 1984
Mr Samuel Armstrong	Date Joined Fund: 19 April 2022
Accumulation Account	Eligible Service Date: 26 April 2003
Accumulation	Tax File Number Held: Yes
	Account Start Date: 19 April 2022

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2022	219,018.54
<i><u>Increases to your account:</u></i>	
Employer Contributions	9,038.52
Member Contributions	7,500.00
Tax on Net Fund Income	274.01
<u>Total Increases</u>	16,812.53
<i><u>Decreases to your account:</u></i>	
Contributions Tax	2,480.78
Share Of Net Fund Income	47,607.26
<u>Total Decreases</u>	50,088.04
Withdrawal Benefit as at 30 Jun 2023	<u>185,743.03</u>

Your Tax Components		
Tax Free	0.0807 %	149.86
Taxable - Taxed		185,593.17
Taxable - Untaxed		-

Your Preservation Components	
Preserved	185,743.03
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:
 email [Tess Beddome tabeddome@gmail.com](mailto:tabeddome@gmail.com) [Sam Armstrong samarmstrong3@gmail.com](mailto:samarmstrong3@gmail.com)
 mail **Armstrong Collective Super Fund, 62 Ulupna Road, Ormond VIC 3204**



Trustee

The Trustee of the Fund is as follows:

Armstrong Collective Super Pty Ltd

The directors of the Trustee company are:

Samuel Armstrong and
Tess Beddome

Availability of Other Fund Information

Additional information regarding your membership is available on request. What your Fund can do is governed by the provisions of its Trust Deed, which is available for inspection. If you require further information or clarification of any aspect of your membership of the Fund, please contact your Fund's Administrator or Trustee.

Trustee Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. While every effort has been made by the Trustee to ensure the accuracy and completeness of this statement, the Trustee does not accept any liability for any errors, omissions or misprints.

Signed on behalf of the Trustee of the Fund

.....
Samuel Armstrong
Director - Armstrong Collective Super Pty Ltd

.....
Tess Beddome
Director - Armstrong Collective Super Pty Ltd

Statement Date: 30 June 2023

For Enquiries:

email **Tess Beddome** tabeddome@gmail.com **Sam Armstrong** samarmstrong3@gmail.com
mail **Armstrong Collective Super Fund**, 62 Ulupna Road, Ormond VIC 3204

Armstrong Collective Super Fund
Contribution Caps
For the Period From 1 July 2022 to 30 June 2023

Miss Tess Beddome

Date of Birth: 09 Dec 1987
Age: 35 (at 30/06/2023)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

Prior Year Contributions **Non-Concessional**
Contributions for the previous 2 years are not confirmed
3-year cap in effect from previous years Unknown
Total non-concessional contributions in previous 2 years **Unknown**

Current Year Contributions	Note	Concessional	Non-Concessional
Caps	1	27,500.00	110,000.00
Cumulative Available Unused Cap	2	85,800.50	0.00
Contributions made (to this fund)	3	23,591.00	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		23,591.00	0.00
Amount above caps	4	0.00	0.00
Available		89,709.50	110,000.00

Notes

- 1 . Non-concessional cap shown does NOT take prior year 'Bring Forward Rule' usage into account
- 2 . Member may be eligible to make catch-up concessional contributions
- 3 . Excludes any unmatched deposits
- 4 . Any excess concessional contributions are treated as non-concessional

Contributions Breakdown

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
Concessional	Employer	3,591.00
	Personal	20,000.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	Contributions as allocated	23,591.00
NonConcessional	Personal	0.00
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	Contributions as allocated	0.00
Other	CGT small business 15-year exemption	0.00
	CGT small business retirement exemption	0.00
	Government Co-Contributions	0.00
	Directed termination payment (taxed)	0.00
	Directed termination payment (untaxed)	0.00
	Personal injury election	0.00
	Downsizer Contribution	0.00
	COVID-19 Re-Contribution	0.00
	Total Other contributions	0.00

Transactions

Date	Contribution Type	Concessional	Non-Concessional	Other	Source
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Armstrong Collective Super Fund
Contribution Caps
For the Period From 1 July 2022 to 30 June 2023

Miss Tess Beddome

26/10/2022	Employer Mandated	1,795.50	smsfdataflow
16/12/2022	Employer Mandated	1,197.00	smsfdataflow
27/01/2023	Employer Mandated	598.50	smsfdataflow
26/05/2023	Personal	8,500.00	manual
30/05/2023	Personal	1,000.00	manual
26/06/2023	Personal	7,500.00	manual
29/06/2023	Personal	3,000.00	manual
Totals:		23,591.00	

Armstrong Collective Super Fund
Contribution Caps
For the Period From 1 July 2022 to 30 June 2023

Mr Samuel Armstrong

Date of Birth: 03 Aug 1984
Age: 38 (at 30/06/2023)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

Prior Year Contributions		Non-Concessional	
Contributions for the previous 2 years are not confirmed			Unknown
3-year cap in effect from previous years			Unknown
Total non-concessional contributions in previous 2 years			Unknown
Current Year Contributions	Note	Concessional	Non-Concessional
Caps	1	27,500.00	110,000.00
Cumulative Available Unused Cap	2	91,183.82	0.00
Contributions made (to this fund)	3	16,538.52	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		16,538.52	0.00
Amount above caps	4	0.00	0.00
Available		102,145.30	110,000.00

Notes

- 1 . Non-concessional cap shown does NOT take prior year 'Bring Forward Rule' usage into account
- 2 . Member may be eligible to make catch-up concessional contributions
- 3 . Excludes any unmatched deposits
- 4 . Any excess concessional contributions are treated as non-concessional

Contributions Breakdown

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
Concessional	Employer	9,038.52
	Personal	7,500.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	Contributions as allocated	16,538.52
NonConcessional	Personal	0.00
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	Contributions as allocated	0.00
Other	CGT small business 15-year exemption	0.00
	CGT small business retirement exemption	0.00
	Government Co-Contributions	0.00
	Directed termination payment (taxed)	0.00
	Directed termination payment (untaxed)	0.00
	Personal injury election	0.00
	Downsizer Contribution	0.00
	COVID-19 Re-Contribution	0.00
	Total Other contributions	0.00

Transactions

Date	Contribution Type	Concessional	Non-Concessional	Other	Source
03/08/2022	Employer Mandated	3,031.31			smsfdataflow
05/09/2022	Employer Mandated	1,531.25			smsfdataflow
05/10/2022	Employer Mandated	1,531.25			smsfdataflow
03/11/2022	Employer Mandated	2,944.71			smsfdataflow
30/06/2023	Personal	7,500.00			manual

Armstrong Collective Super Fund
Contribution Caps
For the Period From 1 July 2022 to 30 June 2023

Mr Samuel Armstrong

Totals:	16,538.52
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Armstrong Collective Super Fund
Investment Movement Summary
For the period 1 July 2022 to 30 June 2023

Investment	Opening Balance		Acquisitions		Disposals			Closing Balance		
	Qty	Cost	Qty	Cost	Qty	Proceeds	Profit/(Loss)	Qty	Cost	Market Value
<u>Bank</u>										
Liberty Loan		0.00		61,481.35		826,145.14	0.00		(764,663.79)	(764,663.79)
NAB Bank Account		211,933.82		360,141.63		553,461.18	0.00		18,614.27	18,614.27
		<u>211,933.82</u>		<u>421,622.98</u>		<u>1,379,606.32</u>	<u>0.00</u>		<u>(746,049.52)</u>	<u>(746,049.52)</u>
<u>Property Direct Market</u>										
261 Nepean Highway, Edithvale, VIC 3196	0.00	0.00	1.00	1,259,885.99	0.00	0.00	0.00	1.00	1,259,885.99	1,160,000.00
Borrowing Cost		0.00		11,590.00		2,101.48	0.00		9,488.52	9,488.52
		<u>0.00</u>		<u>1,271,475.99</u>		<u>2,101.48</u>	<u>0.00</u>		<u>1,269,374.51</u>	<u>1,169,488.52</u>
Fund Total		<u><u>211,933.82</u></u>		<u><u>1,693,098.97</u></u>		<u><u>1,381,707.80</u></u>	<u><u>0.00</u></u>		<u><u>523,324.99</u></u>	<u><u>423,439.00</u></u>



Activity statement 004

Date generated	14 August 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

8 results found - from **14 August 2021** to **14 August 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
11 Jul 2023	10 Jul 2023	Payment received		\$1,069.00	\$0.00
7 Jul 2023	28 Jul 2023	Original Activity Statement for the period ending 30 Jun 23 - PAYG Instalments	\$1,069.00		\$1,069.00 DR
31 May 2023	31 May 2023	General interest charge			\$0.00
31 May 2023	30 May 2023	Payment received		\$1,069.00	\$0.00
1 May 2023	1 May 2023	General interest charge			\$1,069.00 DR
15 Mar 2023	28 Apr 2023	Original Activity Statement for the period ending 31 Mar 23 - PAYG Instalments	\$1,069.00		\$1,069.00 DR
20 Jan 2023	19 Jan 2023	Payment received		\$1,069.00	\$0.00
13 Jan 2023	28 Feb 2023	Original Activity Statement for the period ending 31 Dec 22 - PAYG Instalments	\$1,069.00		\$1,069.00 DR



Income tax 002

Date generated	14 August 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

4 results found - from **14 August 2021** to **14 August 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Mar 2023	6 Mar 2023	EFT refund for Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$43.87		\$0.00
1 Mar 2023	28 Feb 2023	Interest for early payment of Income Tax		\$43.87	\$43.87 CR
26 Oct 2022	24 Oct 2022	Payment received		\$4,710.35	\$0.00
20 Oct 2022	28 Feb 2023	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$4,710.35		\$4,710.35 DR

Inquires 1300 300 630

Issue date 07 Jun 23

Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 14005470

Check this statement carefully

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

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

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



To make changes to company details or amend incorrect information

- go to www.asic.gov.au/changes
- log in to our online services and make the required updates
- first time users will need to use the corporate key provided on this company statement



Phone if you've already notified ASIC of changes but they are not shown correctly in this statement.
Ph: 1300 300 630



Use your agent.

ACN 659 980 051
FOR INVICTUS NEPEAN HIGHWAY BARE PTY LTD

REVIEW DATE: 07 June 23

Company Statement

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

1 Registered office
UNIT 8 435-439 FULLARTON ROAD HIGHGATE SA 5063

2 Principal place of business
62 ULUPNA ROAD ORMOND VIC 3204

3 Officeholders

Name: TESS ALEXANDREA BEDDOME
Born: MELBOURNE VIC
Date of birth: 09/12/1987
Address: 62 ULUPNA ROAD ORMOND VIC 3204
Office(s) held: DIRECTOR, APPOINTED 07/06/2022; SECRETARY, APPOINTED 07/06/2022

Name: SAMUEL ARMSTRONG
Born: ORMOND VIC
Date of birth: 03/08/1984
Address: 62 ULUPNA ROAD ORMOND VIC 3204
Office(s) held: DIRECTOR, APPOINTED 07/06/2022

4 Company share structure

Share class	Shares description	Number issued	Total amount paid on these shares	Total amount unpaid on these shares
ORD	ORDINARY	180	\$180.00	\$0.00

5 Members

These details continue on the next page

INVICTUS NEPEAN HIGHWAY BARE PTY LTD ACN 659 980 051

Page 1 of 2

Company statement continued

Name: SAMUEL ARMSTRONG
Address: 62 ULUPNA ROAD ORMOND VIC 3204

Share Class	Total number held	Fully paid	Beneficially held
ORD	90	Yes	Yes

Name: TESS ALEXANDREA BEDDOME
Address: 62 ULUPNA ROAD ORMOND VIC 3204

Share Class	Total number held	Fully paid	Beneficially held
ORD	90	Yes	Yes

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

End of company statement

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

Additional company information

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

6 Contact address for ASIC use only

Registered agent name: SMSF AUSTRALIA PTY LTD
Registered agent number: 46046
Address: PO BOX 230 GLEN OSMOND SA 5064

**ASIC**

Australian Securities & Investments Commission

ABN 86 768 265 615

INVICTUS NEPEAN HIGHWAY BARE PTY LTD
 SMSF AUSTRALIA PTY LTD
 PO BOX 230 GLEN OSMOND SA 5064

INVOICE STATEMENT

Issue date 07 Jun 23

INVICTUS NEPEAN HIGHWAY BARE PTY LTD

ACN 659 980 051

Account No. 22 659980051

Summary

Opening Balance	\$0.00
New items	\$290.00
Payments & credits	\$0.00
TOTAL DUE	\$290.00

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

Transaction details are listed on the back of this page

Inquiries

www.asic.gov.au/invoices

1300 300 630

Please pay

Immediately	\$0.00
By 07 Aug 23	\$290.00

If you have already paid please ignore this invoice statement.

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

**ASIC**

Australian Securities & Investments Commission

PAYMENT SLIP**INVICTUS NEPEAN HIGHWAY BARE PTY LTD**

ACN 659 980 051

Account No: 22 659980051



22 659980051

TOTAL DUE	\$290.00
Immediately	\$0.00
By 07 Aug 23	\$290.00

Payment options are listed on the back of this payment slip



Billers Code: 17301
Ref: 2296599800515



*814 129 0002296599800515 65

Transaction details:

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2023-06-07	Annual Review - Pty Co	4X3273943480B A	\$290.00
	Outstanding transactions		
2023-06-07	Annual Review - Pty Co	4X3273943480B A	\$290.00

PAYMENT OPTIONS



Billpay Code: 8929
Ref: 2296 5998 0051 565

Australia Post

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

Phone

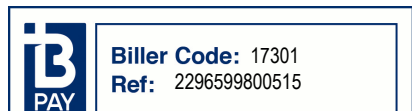
Call 13 18 16 to pay by Mastercard or Visa

On-line

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

Mail

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



Bill Code: 17301
Ref: 2296599800515

Telephone & Internet Banking – BPAY®

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



NAB Business Everyday Account

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.



/006561

ARMSTRONG COLLECTIVE SUPER PTY LTD ATF A
62 ULUPNA RD
ORMOND VIC 3204

Account Balance Summary

Opening balance	\$76.45 Cr
Total credits	\$45,880.00
Total debits	\$27,342.18
Closing balance	\$18,614.27 Cr

Statement starts 1 April 2023

Statement ends 30 June 2023

Outlet Details

535 Bourke Street
535 Bourke St, Melbourne VIC 3000

Lending Investment & Insurance Enquiries

Banker Sb VIC Comm Broker 3450 A
Telephone number 13 70 10

Account Details

ARMSTRONG COLLECTIVE SUPER PTY LTD ATF ARMSTRONG
COLLECTIVE SUPER FUND
BUSINESS EVERYDAY AC

BSB number 083-054
Account number 72-101-8200

For Your Information

Ransomware is a type of malicious software cybercriminals use to target businesses. Scammers may use convincing emails containing a virus to lock your computer, then they demand funds, threaten to leak data and disrupt your business. Always backup your files and remain vigilant about emails containing links or attachments, especially if they are unsolicited. Make sure you regularly update your devices and anti-virus software. Learn how to spot and protect your business from ransomware at nab.com.au/ransomware

Transaction Details

Date	Particulars	Debits	Credits	Balance
1 Apr 2023	Brought forward			76.45 Cr
3 Apr 2023	Online X5256578512 Edithvale rent			
	Tb Podiatry.....		380.00	
	Online K5055991712 Fcg Edithvale rent			
	Tb Podiatry.....		5,500.00	
	3882629 Secure Funding P			
	400984.....	5,791.24		165.21 Cr
3 May 2023	Online J7042541283 Edithvale rent			
	Tb Podiatry.....		6,000.00	
	3882629 Secure Funding P			
	400984.....	5,927.00		238.21 Cr
12 May 2023	Please Note From Today Your Dr Interest Rate Is 10.220%			238.21 Cr
17 May 2023	Internet Bpay Asic			
	2296588652513.....	59.00		179.21 Cr
26 May 2023	Online E3845110426 Personal contribut			
	Armstrong Co.....		8,500.00	
	Internet Transfer INV-2823.....	8,140.00		539.21 Cr
30 May 2023	Online B0632087608 Contribution			
	Armstrong Co.....		1,000.00	
	Internet Bpay Tax Office Payments			
	4764600298271360.....	1,069.00		470.21 Cr
2 Jun 2023	3882629 Secure Funding P			
	Carried forward			470.21 Cr

Transaction Details (continued)

Date	Particulars	Debits	Credits	Balance
	Brought forward			470.21 Cr
	400984.....	6,061.25		5,591.04 Dr
5 Jun 2023	Online R9710558170 Fcgedithvale rent Tb Podiatry.....		6,500.00	908.96 Cr
15 Jun 2023	Internet Bpay Asic 2296599800515.....	290.00		618.96 Cr
16 Jun 2023	Please Note From Today Your Dr Interest Rate Is 10.470%			618.96 Cr
26 Jun 2023	Online W2545057569 Super top up Tess Armstrong Co.....		7,500.00	8,118.96 Cr
29 Jun 2023	Online Y2732185686 Super contribution Armstrong Co.....		3,000.00	11,118.96 Cr
30 Jun 2023	Online C2051524359 Super Armstrong Co.....		7,500.00	
	Interest Charged.....	4.69		18,614.27 Cr

Summary of Government Charges

Government	From 1 July to date	Last year to 30 June
Withholding tax	\$0.00	\$0.00
Bank Account Debit (BAD) tax	\$0.00	\$0.00

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately.

We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.

For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

www.roderick.com.au
e: queries@roderick.com.au

Geelong Office
116 Yarra Street, Geelong Vic 3220
p: (03) 5226 5999 | f: (03) 5221 2521
Post: PO Box 701 Geelong Vic 3220

Werribee Office
2A Wedge Street, Werribee Vic 3030
p: (03) 9974 9000 | f: (03) 9741 8301



Set out below is our offer of insurance for the next 12 months.

Page 1 of 4

****IF YOU WISH TO ACCEPT OUR OFFER, TEAR OFF THE SLIP & RETURN IN ****
**** PREPAID ENVELOPE ENCLOSED ALONG WITH THE ATTACHED PROPOSAL ****

T BEDDOME
1A/400 SOUTH ROAD VIC 3189
MOORABBIN VIC 3189

Invoice Date: 21/07/2022

Invoice No: Q53388

Our Reference: 10 WHEEL

Should you have any queries in relation to this account, please contact:
Amanda Wintle

Class of Policy: CGU PADLOCK INSURANCE
Insurer: INSURANCE AUSTRALIA LIMITED (T/As CGU)
181 WILLIAM STREET, MELBOURNE
ABN: 11 000 016 722
The Insured: ARMSTRONG COLLECTIVE SUPER PTY LTD,
INVICTUS

QUOTATION ONLY
Policy No: T/B/A
Period of Cover:
From **21/07/2022**
to **21/07/2023 @ 4pm EST**

Details: See attached schedule for a description of the risk(s) insured

YOUR DUTY OF DISCLOSURE

**PLEASE READ
IMPORTANT NOTICES
OVERLEAF**

You can receive your documents via email go to www.roderick.com.au to confirm

It is a requirement of the PCIDSS that Credit Card details must NOT be transmitted via email.

Your Premium:

Premium	UW Levy	F&ES Levy*	GST	Stamp Duty	Broker Fee
\$1,086.12	\$0.00	\$0.00	\$116.42	\$119.48	\$77.98

* Where ES related to State Emergency Services (Applicable NSW only)

TOTAL AUD \$1,400.00
(Excluding Credit Card fee)

Credit Card fee (inc GST) is \$7.00

Our Reference: 10 WHEEL
Invoice No: Q53388
Acct Man: Amanda

AMOUNT DUE AUD \$1,400.00

Schedule of Insurance

Class of Policy:	CGU PADLOCK INSURANCE	Policy No:	T/B/A
The Insured:	ARMSTRONG COLLECTIVE SUPER PTY LTD, INVICTUS NEPEAN HIGHWAY BARE PTY LTD	Invoice No:	Q53388

The Insured Armstrong Collective Super Pty Ltd, Invictus Nepean Highway Bare Pty Ltd and all other subsidiary companies and/or associated and/or inter-related companies, for which the Insured has the responsibility to insure, all for their respective rights, interests and liabilities

Situation 261 Nepean Highway EDITHVALE VIC 3196

Property Owner Of Commercial Building occupied as Podiatrist

Interested Party None Listed

Policy Name **Padlock Insurance Policy**

	SUM INSURED
Property - Accidental Damage - Excess \$500	
Buildings & Contents	\$ 600,000
Specified items	Not Insured
Flood	Insured
Additional Benefits:	
Rewriting of records	\$ 50,000
Temporary protection and security guards	\$ 25,000
Exploratory costs	\$ 25,000
Government fees	\$ 25,000
Environmental upgrade	10%
Fire extinguishment costs	\$ 50,000
Property temporarily removed	\$ 25,000
Landscaping and playing surfaces	\$ 50,000
Home office contents	\$ 25,000
Additional premises	\$ 250,000
Cost of clearing blocked drains, pipes, filters & pumps	\$ 25,000
Works of art, antiques and curios	\$ 50,000
Catastrophe Cover	20% of Sum Insured
Claims Preparation Costs	\$ 50,000
Extra Cost of Re-Instatement	\$ 350,000
Additional Removal of Debris	\$ 100,000
Unoccupancy	90 Days
Loss Of Income - Excess \$500	
Gross Rental Income - 24 months indemnity	\$ 110,000
Additional Increased Cost of Working	\$ 0
Additional Benefits:	
Accountants Fees	\$ 50,000
Theft - Excess \$500	
Building & Contents	\$ 600,000
Specified items	Not Insured
Specified Items:	
Limited as per policy wording, except as amended below	
Works of Art, antiques and curios	\$ 50,000
Additional Benefits:	
Rewriting of records	\$ 50,000
Home office contents	\$ 25,000

Schedule of Insurance

Class of Policy:	CGU PADLOCK INSURANCE	Policy No:	T/B/A
The Insured:	ARMSTRONG COLLECTIVE SUPER PTY LTD, INVICTUS NEPEAN HIGHWAY BARE PTY LTD	Invoice No:	Q53388

Property in open air	\$	10,000
Theft without Forcible or Violent Entry	\$	10,000
Theft by Employees	\$	5,000

Money - Excess \$500

On premises - during Business Hours, In Transit, In Locked Safe or Strong Room	\$	50,000
On premises - Non Business Hours	\$	5,000
In private residence	\$	5,000

Rent Default - Excess 1st 4 Weeks Rent

Rent Default Paid for maximum 26 Weeks	Not Insured
Refer to Product Disclosure Statement for Conditions of Payment and Settlement	

Glass - Excess \$500

Internal & External Glass	Replacement Value
Additional Expenses	\$ 7,500

Additional Benefits:

- i. Sign writing or ornamentation affixed to glass
- ii. Alarm tape or wiring affixed to glass
- iii. Temporary shuttering, boarding up
- iv. Window frames and tiled shop fronts

Taxation Audit - Excess Nil

Taxation Audit or Investigation Costs	\$	10,000
---------------------------------------	----	--------

Legal Costs OH&S Breach - Excess Nil

Legal Costs & Expenses Incurred under OH&S Legislation	\$	100,000
--	----	---------

Liability - Excess \$500 on Property Damage Only

Public Liability - per occurrence	\$	20,000,000
Products Liability - per period	\$	20,000,000

Additional Benefits:

Damage or loss of goods in your possession or legal control	\$	250,000
---	----	---------

Machinery

Blanket Cover	Not Insured
Specified Item	Not Insured

Endorsement 1 - Flood applies. Flood Sub Limit: Sum Insured
Excess \$500

----- DUTY OF DISCLOSURE -----

Duty of disclosure - (non-consumer insurance contracts)

Before you enter into, vary, extend or renew an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms.

You have this duty until the insurer agrees to insure you.

You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or

Schedule of Insurance

Class of Policy:	CGU PADLOCK INSURANCE	Policy No:	T/B/A
The Insured:	ARMSTRONG COLLECTIVE SUPER PTY LTD, INVICTUS NEPEAN HIGHWAY BARE PTY LTD	Invoice No:	Q53388

- is common knowledge; or
- the insurer knows, or should know; or
- the insurer waives your duty to tell them about.

If you do not tell the insurer something

If you do not tell the insurer anything that you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both.

If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

(Please refer to the duty of disclosure section in your policy booklet.)

**** Please note that details are in summary only and should be read in conjunction with the Policy Wording and/or updated Policy Schedule(s).**

Statement of Adjustment

MANSOUR LAWYERS

Settlement: 03 August, 2022

Adjustments as at: 03 August, 2022

Purchaser: INVICTUS NEPEAN HIGHWAY BARE PTY LTD

Vendor: GAVNOUDIAS NOMINEES PTY LTD

Property Address: 261 NEPEAN Highway EDITHVALE VIC 3196

Adjustments

	Vendor	Purchaser
Additional Fee/ Allowance Less Adjustments	\$ 4,982.59	
Total Adjustments	\$ 4,982.59	\$ 0.00
Less Purchaser's Portion	\$ 0.00	
Vendor to Pay Purchaser	\$ 4,982.59	

Statement of Settlement

Purchase Price	\$ 1,160,000.00
Less Deposit Paid	\$ 23,200.00
Balance of Purchase Price	\$ 1,136,800.00
Less Adjustments	\$ 4,982.59
Plus GST	\$ 0.00
Balance due to Vendor	\$ 1,131,817.41

Payment Directions

Vendor Destination Line Items

Professional Fees	DIMITRA IATROU & ASSOCIATES PTY. LTD.	\$ 852.50
PEXA Fees	DIMITRA IATROU & ASSOCIATES PTY. LTD.	\$ 123.97
Vendor's Funds	DIMITRA IATROU & ASSOCIATES PTY. LTD.	\$ 1,152,610.94
Professional Fees	DIMITRA IATROU & ASSOCIATES PTY. LTD.	\$ 1,759.95
Professional Fees	DIMITRA IATROU & ASSOCIATES PTY. LTD.	\$ 1,430.00
		\$ 1,156,777.36

Purchaser Destination Line Items

Stamp Duty Disbursement	MANSOUR LAWYERS	\$ 63,800.00
Professional Fees	MANSOUR LAWYERS	\$ 1,875.97
PEXA Fees	MANSOUR LAWYERS	\$ 123.97
Lodgement Fees	LIBERTY FINANCIAL	\$ 2,921.40
		\$ 68,721.34

INVICTUS NEPEAN HIGHWAY BARE PTY LTD FROM GAVNOUDIAS NOMINEES PTY LTD
PROPERTY: 261 NEPEAN HIGHWAY, EDITHVALE

STATEMENT OF ADJUSTMENTS

DATE OF SETTLEMENT: 03/08/2022

	VENDOR	PURCHASER
State Revenue Office - Land Tax \$1,625.00 Annually Paid to 31/12/2022 Purchaser allows 150 days		667.81
Vendor allows Bond adjustment	2,666.66	
RENTAL Rent paid to 31/08/2022 at \$3,241.27 Monthly Vendor allows 28 days	2,983.74	
	\$5,650.40	\$667.81
Less Purchaser's Proportion	667.81	
VENDOR TO PAY PURCHASER	\$4,982.59	

SETTLEMENT STATEMENT

Purchase Price:	1,160,000.00
Less Deposit Paid:	23,200.00
Balance:	1,136,800.00
Less adjustments:	4,982.59
BALANCE DUE TO VENDOR:	\$1,131,817.41

SETTLEMENT CHEQUES

PEXA Fee	123.97
As Vendor Directs	1,131,693.44
TOTAL CHEQUES:	\$1,131,817.41

Prepared on: **2 August 2022**
By: **MANSOUR LAWYERS**
Our Ref: **ND:222631**
E. & O. E.

Trust Account Statement

Mr S Armstrong & Ms T Beddome
11/39 Wellington Street
ST KILDA VIC 3182

As at: 09/08/2022

Person Responsible: Nathan Dalzotto

Matter: 222631

Client: Mr Samuel Riley Armstrong & Ms Tess Alexandra Beddome, Invictus Nepean Highway Bare Trust

Description: Purchase

Institution: Bank of Melbourne

Account: Mansour Lawyers law Practice Trust Account

BSB: 193879

Account Number: 412730430

* Indicates entry date

Date	Transaction No.	Description	Withdrawal	Deposit	Balance
02/08/2022 *03/08/2022	Receipt 1641	Received from: Mr S Armstrong & Ms T Beddome 11 39 Wellington Street ST KILDA VIC 3182 Reason: Funds for settlement	-	\$444,000.00	\$444,000.00
03/08/2022	Payment E1633	Paid by EFT to: Acc Name: PEXA BSB033867 Acc No: 1668 31301 Reason: Balance of purchase price	\$442,128.75	-	\$1,871.25
03/08/2022	Payment E1634	Paid by EFT to: Acc Name: PEXA BSB033867 Acc No: 1668 31301 Reason: Pay vendor lease invoice fees	\$1,759.95	-	\$111.30
			\$443,888.70	\$444,000.00	\$111.30

Armstrong Collective Super Fund

Transactions: Rent - Armstrong Collective Super Fund

Date Range: 01/07/2022 to 30/06/2023

Rent

	Date	Narrative	Debit	Credit	Balance	Quantity
Direct Property						
261 Nepean Highway, Edithvale, VIC 3196						
	01/07/2022	Opening Balance	\$	0.00	\$ 0.00	Cr
	03/08/2022	Rent from Property	\$	2,983.74	\$ 2,983.74	Cr
	03/10/2022	FCG Edithvale rent	\$	5,000.00	\$ 7,983.74	Cr
	01/11/2022	ONLINE H7188568972 Linked Acc Trns TB PODIATRY	\$	5,000.00	\$ 12,983.74	Cr
	02/12/2022	ONLINE Y7514931217 Linked Acc Trns TB PODIATRY	\$	5,000.00	\$ 17,983.74	Cr
	03/01/2023	ONLINE Z0781100434 Linked Acc Trns TB PODIATRY	\$	5,000.00	\$ 22,983.74	Cr
	06/02/2023	ONLINE H4678125187 Edithvale rent TB PODIATRY	\$	5,500.00	\$ 28,483.74	Cr
	01/03/2023	ONLINE D7369253560 Edithvale Rent TB PODIATRY	\$	5,000.00	\$ 33,483.74	Cr
	03/04/2023	ONLINE X5256578512 Edithvale rent TB PODIATRY	\$	380.00	\$ 33,863.74	Cr
	03/04/2023	ONLINE K5055991712 FCG Edithvale rent TB PODIATRY	\$	5,500.00	\$ 39,363.74	Cr
	03/05/2023	ONLINE J7042541283 Edithvale rent TB PODIATRY	\$	6,000.00	\$ 45,363.74	Cr
	05/06/2023	ONLINE R9710558170 FCGEdithvale rent TB PODIATRY	\$	6,500.00	\$ 51,863.74	Cr
	Total 261 Nepean Highway, Edithvale, VIC 3196		\$ 0.00	\$ 51,863.74	\$ 51,863.74	Cr
	Total Direct Property		\$ 0.00	\$ 51,863.74	\$ 51,863.74	Cr
	Total Rent		\$ 0.00	\$ 51,863.74	\$ 51,863.74	Cr

Due Date: 20 Oct 2022

TAX INVOICE

Trustee for Armstrong Collective Super Fund
62 Ulupna Rd
ORMOND VIC 3204
AUSTRALIA

Invoice Number
INV-1162

Invoice Date
13 Oct 2022

Description	GST	Amount
For Professional Services including:		
Accounting time completing entry, reconciliations, members statements, financials and tax return for the fund	10%	907.50
Class Super Software costs oncharged	10%	275.00
Audit costs including disbursement to independent auditor	10%	330.00
	Subtotal	1,375.00
	Total GST 10%	137.50
	Invoice Total	1,512.50
	Payments Received	0.00
	Amount Due	\$1,512.50

Account payment terms are STRICTLY 7 days net
accounts@smsfaustralia.com

How to Pay



EFT directly into our bank account:
Account: SMSF Australia Pty Ltd
BSB: 065-004 Account No: 1108 1117
Reference: Name and INV-1162



Credit card payment via Stripe
VISA or MasterCard Accepted
3% surcharge oncharged

Account Statement

Customer Enquiries 13 11 33



Tess Beddome
62 Ulupa Road
ORMOND VIC 3204

Borrowers/Guarantors

Armstrong Collective Super Fund
Samuel Riley Armstrong
Tess Alexandra Beddome

Loan Account Number:

3882629

Start Date:

1 August 2021

End Date:

30 June 2023

Opening Rate:

6.20%

Closing Rate:

8.95%

Monthly Repayment:

\$6,061.25

Account Status:

Current

Default Rate (if applicable):

14.95%

Payment Frequency:

Monthly

BPAY Biller Code:

64956

BPAY CRN:

38826293

Account Summary as at 30 June 2023

Opening Balance	+	Interest Charged	+	Other Debits	-	Total Credits	=	Closing Balance
\$0.00		\$49,783.16		\$776,361.98		\$61,481.35		\$764,663.79

Get online today!

Access your statements online. Simply log on to Liberty Online to view. You can also:

- Withdraw funds
- Pay bills
- Make BPAY payments

To setup an online account in minutes, please visit activate.liberty.com.au.

Building Insurance for your Property

Insurance helps you mitigate the risk of financial loss in events such as fire or storm. It is also a requirement of your loan contract that you have building insurance for your property. Please ensure a copy of your current certificate has been provided, noting Secure Funding Pty Ltd. Fees may apply if a current certificate is not on file. To update your account, send your certificate to service@liberty.com.au.

Account Statement

Customer Enquiries 13 11 33

Get online today!

Access your statements online. Simply log on to Liberty Online to view. You can also:

- Withdraw funds
- Pay bills
- Make BPAY payments

To setup an online account in minutes, please visit activate.liberty.com.au.


Date	Transaction	Debit	Credit	Balance
03/06/23	Service Fee	\$30.00		\$764,663.79
03/06/23	Interest Charged	\$5,615.07		\$764,633.79
02/06/23	Direct Debit Repayment		-\$6,061.25	\$759,018.72
03/05/23	Direct Debit Repayment		-\$5,927.00	\$765,079.97
03/05/23	Service Fee	\$30.00		\$771,006.97
03/05/23	Interest Charged	\$5,317.66		\$770,976.97
03/04/23	Direct Debit Repayment		-\$5,791.24	\$765,659.31
03/04/23	Service Fee	\$30.00		\$771,450.55
03/04/23	Interest Charged	\$5,434.30		\$771,420.55
03/03/23	Direct Debit Repayment		-\$5,658.66	\$765,986.25
03/03/23	Service Fee	\$30.00		\$771,644.91
03/03/23	Interest Charged	\$4,755.57		\$771,614.91
03/02/23	Direct Debit Repayment		-\$5,658.66	\$766,859.34
03/02/23	Service Fee	\$30.00		\$772,518.00
03/02/23	Interest Charged	\$5,180.89		\$772,488.00
03/01/23	Direct Debit Repayment		-\$5,524.23	\$767,307.11
03/01/23	Service Fee	\$30.00		\$772,831.34
03/01/23	Interest Charged	\$5,125.54		\$772,801.34
03/12/22	Service Fee	\$30.00		\$767,675.80
03/12/22	Interest Charged	\$4,829.90		\$767,645.80
02/12/22	Direct Debit Repayment		-\$5,524.23	\$762,815.90
03/11/22	Direct Debit Repayment		-\$5,391.20	\$768,340.13
03/11/22	Service Fee	\$30.00		\$773,731.33
03/11/22	Interest Charged	\$4,822.85		\$773,701.33
03/10/22	Direct Debit Repayment		-\$5,001.84	\$768,878.48
03/10/22	Default Interest Charged	\$0.78		\$773,880.32
03/10/22	Default Administration Fee	\$95.00		\$773,879.54
03/10/22	Service Fee	\$30.00		\$773,784.54
03/10/22	Interest Charged	\$4,416.84		\$773,754.54
07/09/22	Direct Debit Repayment		-\$5,001.84	\$769,337.70
06/09/22	Direct Debit Repayment - Reversal	\$4,746.02		\$774,339.54
06/09/22	Dishonour Fee	\$25.00		\$769,593.52
03/09/22	Default Interest Charged - Reversal		-\$0.18	\$769,568.52
03/09/22	Default Interest Charged	\$0.18		\$769,568.70
03/09/22	Default Administration Fee - Reversal		-\$95.00	\$769,568.52
03/09/22	Default Administration Fee	\$95.00		\$769,663.52
03/09/22	Service Fee	\$30.00		\$769,568.52
03/09/22	Interest Charged	\$4,284.54		\$769,538.52
02/09/22	Direct Debit Repayment		-\$4,746.02	\$765,253.98
08/08/22	Settlement Valuation Fee - Reversal		-\$1,100.00	\$770,000.00
04/08/22	Establishment Fee	\$7,700.00		\$771,100.00
04/08/22	SMSF Review Fee	\$695.00		\$763,400.00
04/08/22	Document Preparation Fee	\$695.00		\$762,705.00
04/08/22	Application Fee	\$795.00		\$762,010.00

Date	Transaction	Debit	Credit	Balance
04/08/22	Settlement Fee	\$595.00		\$761,215.00
04/08/22	Property Search Fees	\$10.00		\$760,620.00
04/08/22	Settlement Valuation Fee	\$1,100.00		\$760,610.00
03/08/22	Loan Advance - EFT	\$758,410.00		\$759,510.00
08/06/22	Valuation Payment	\$1,100.00		\$1,100.00
Totals		\$826,145.14	-\$61,481.35	

 Rollover In completed

SUPER.GEN.RLVR.2 - Rollover Process successful

Rollover In

Status	Complete 
Payment Reference Number	700000000856360234
Created Date	10/06/2022 at 9:09 AM
Amount	Full Balance Requested

Class (Receiving) Fund Details

Fund Name	Armstrong Collective Super Fund
ABN	76460029827
Member Name	Tess Beddome

Transferring Fund Details

Fund Name	Hostplus Super
Fund Type	APRA
Fund ABN	68657495890
Fund USI	HOS0100AU
Member Id	830510346



Topshelf Plastering

ABN 87619619457
13 sidgewick street
Attwood
3049
☎ 0415508452
☒ 0415508452
topshelfplastering11@gmail.com

TAX INVOICE

INVO460

DATE

10/08/2022

BALANCE DUE

AUD \$7,137.90

BILL TO

Invictus nepean highway bare Pty Ltd

Samarmstrong3@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
261 Nepean hwy edithvale 3196 * Sanding of perimeters * Install of ceiling panels * Framing and sheeting of skylights	\$6,489.00	1	\$6,489.00

Payment Info

PAYMENT INSTRUCTIONS

063 593
10124640

BY CHEQUE
justin gee

SUBTOTAL	\$6,489.00
TAX (10%)	\$648.90
TOTAL	\$7,137.90
BALANCE DUE	AUD \$7,137.90



TAX INVOICE

Invictus Nepean Highway Bare PTY LTD
261 Nepean Hwy
EDITHVALE VIC 3196
AUSTRALIA

Invoice Date
19 Aug 2022

Invoice Number
INV-0070

Reference
31 Yuilles Road,
Mornington.

ABN
66 634 749 358

Sea Bass Plumbing
Services PTY LTD
LIC - 104871

Description	Quantity	Unit Price	GST	Amount AUD
Rough in Sensor tap. Install 50 degree tempering valve to sensor tap and fit off.	1.00	600.00	10%	600.00
Supply and install roofing, gutter, downpipe and all associated flashings to roof penetration connecting back property to front property.	1.00	1,500.00	10%	1,500.00
			Subtotal	2,100.00
			TOTAL GST 10%	210.00
			TOTAL AUD	2,310.00

Due Date: 2 Sep 2022

Sea Bass Plumbing Services PTY LTD

Bank - Westpac
BSB - 033-243
ACC - 649-366

PAYMENT ADVICE

To: Sea Bass Plumbing Services PTY LTD
LIC - 104871

Customer Invictus Nepean Highway Bare
PTY LTD
Invoice Number INV-0070
Amount Due **2,310.00**
Due Date 2 Sep 2022
Amount Enclosed

Enter the amount you are paying above



Topshelf Plastering

ABN 87619619457
13 sidgewick street
Attwood
3049
☎ 0415508452
☒ 0415508452
topshelfplastering11@gmail.com

TAX INVOICE

INV0456

DATE

31/07/2022

BALANCE DUE

AUD \$6,842.00

BILL TO

Invictus nepean highway bare Pty Ltd

Samarmstrong3@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
261 nepean hwy edithvale 3196 Progress payment * P-50 to two doors * Fill in remaining ceiling to rear store room * Batten exterior wall * Frame and sheet ceiling margin	\$6,220.00	1	\$6,220.00

Payment Info

PAYMENT INSTRUCTIONS

063 593
10124640

BY CHEQUE

justin gee

SUBTOTAL	\$6,220.00
TAX (10%)	\$622.00
TOTAL	\$6,842.00
BALANCE DUE	AUD \$6,842.00



TAX INVOICE

Invictus Nepean Highway Bare Pty Ltd

Invoice Date
12 May 2023

Invoice Number
INV-2823

Reference
261 Nepean Hwy,
Edithvale

ABN
25 760 014 508

REES PLUMBING PTY LTD

As trustee for The Rees Family Trust

ACN 138 826 632

ABN 25 760 014 508

PO Box 2381

Ringwood North VIC 3134

M 0409 027 487

F 03 9876 4339

E

info@reesplumbing.com.au

Description	Quantity	Unit Price	GST	Amount AUD
Supply and install new Roof As Quoted for Sam Armstrong	1.00	7,400.00	10%	7,400.00
			Subtotal	7,400.00
			TOTAL GST 10%	740.00
			TOTAL AUD	8,140.00
			Less Amount Paid	8,140.00
			AMOUNT DUE AUD	0.00

Due Date: 12 May 2023

Terms: Net 7

Banking Details:

BSB: 633-000

A/C: 139327332

REES PLUMBING PTY LTD

PAYMENT ADVICE

To: REES PLUMBING PTY LTD
As trustee for The Rees Family Trust
ACN 138 826 632
ABN 25 760 014 508
PO Box 2381
Ringwood North VIC 3134
M 0409 027 487
F 03 9876 4339
E info@reesplumbing.com.au

Customer Invictus Nepean Highway Bare Pty Ltd

Invoice Number INV-2823

Amount Due **0.00**

Due Date 12 May 2023

Amount Enclosed

Enter the amount you are paying above



Mattick Air (Australia) Pty Ltd
ABN 88 166 056 257
3/40 Rushdale Street
Knoxfield Vic 3180
Tel. 03 9764 0992

Foot Centre Group - Edithvale
261 Nepean Highway
Edithvale VIC 3196

PLEASE PAY BY	AMOUNT	INVOICE DATE
02/11/2022	\$2,004.75	12/10/2022

TAX INVOICE NO. 12266

Order No.:
Site: 261 Nepean Highway Edithvale
Site Address: 261 Nepean Highway
Edithvale VIC 3196
Site Contact:

Description

Carry Out Replacement of Failed Wall Mounted split System.

Supply Daikin 2.5kW Wall Mounted System

Thank you.

Sub-Total ex GST	\$1,822.50
GST	\$182.25
Total inc GST	\$2,004.75
Amount Applied	\$0.00
Balance Due	\$2,004.75

This is a payment claim under the Building and Construction Industry Security of Payment Act 2002.

How To Pay

INVOICE NO. 12266



Direct Deposit

Bank **NAB**
Acc. Name **Mattick Air**
BSB **083 368**
Acc. No. **393 822 776**



Mail

Detach this section and mail cheque to:

Mattick Air (Australia) Pty Ltd
3/40 Rushdale Street
Knoxfield Vic 3180

DUE DATE: 02/11/2022 **AMOUNT DUE:** \$2,004.75



Terms and Condition of Trade

1. Definitions

- 1.1 "MA" means Mattick Air (Australia) Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Mattick Air (Australia) Pty Ltd.
- 1.2 "Customer" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.
- 1.3 "Goods" means all Goods or Services supplied by MA to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4 "Price" means the Price payable for the Goods as agreed between MA and the Customer in accordance with clause 4 below.

2. Acceptance

- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.
- 2.2 These terms and conditions may only be amended with MA's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and MA.
- 2.3 The Customer acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, MA reserves the right to vary the Price with alternative Goods as per clause 4.2. MA also reserves the right to halt all Services until such time as MA and the Customer agree to such changes.
- 2.4 Where MA gives advice, recommendations, information, assistance or service to the Customer or the Customers agent, regarding the Goods or Services then it is given in good faith and MA shall not be liable in any way whatsoever for any damages, losses or costs however arising resulting from the Customer relying on the same. MA does not provide consultancy or detailed engineering services and encourages the customer to seek their own professional advice regarding design.

3. Change in Control

- 3.1 The Customer shall give MA not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone, or business practice). The Customer shall be liable for any loss incurred by MA as a result of the Customer's failure to comply with this clause.

4. Price and Payment

- 4.1 At MA's sole discretion the Price shall be either:
 - as indicated on any invoice provided by MA to the Customer; or
 - the Price as at the date of delivery of the Goods according to MA's current price list; or
 - MA's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 4.2 MA reserves the right to change the Price if a variation to MA's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, any variation as a result of increases to MA in the cost of taxes, levies, materials and labour or where additional Services are required due to the discovery of hidden or unidentifiable difficulties including, but not limited to, poor weather conditions, limitations to accessing the site, safety considerations, prerequisite work by any third party not being completed, hidden pipes and wiring in walls or asbestos removal etc which are only discovered on commencement of the Services) will be charged for on the basis of MA's quotation and will be shown as variations on the invoice.
- 4.3 At MA's sole discretion a non-refundable deposit may be required.
- 4.4 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by MA, which may be:
 - on delivery of the Goods;
 - before delivery of the Goods;
 - by way of instalments/progress payments in accordance with MA's payment schedule;
 - the date which is thirty (30) days following the date of any invoice given to the Customer by MA; or
 - the date specified on any invoice or other form as being the date for payment; or
 - failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by MA.
- 4.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking or by any other method as agreed to between the Customer and MA. (excludes Credit Card)
- 4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to MA an amount equal to any GST MA must pay for any supply by MA under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

5. Delivery of Goods

- 5.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:
 - the Customer or the Customer's nominated carrier takes possession of the Goods at MA's address; or
 - MA (or MA's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.
- 5.2 At MA's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.
- 5.3 The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then MA shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 5.4 MA may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 5.5 Any time or date given by MA to the Customer is an estimate only. The Customer must still accept delivery of the Goods even if late and MA will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.

6. Risk

- 6.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
- 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, MA is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by MA is sufficient evidence of MA's rights to receive the insurance proceeds without the need for any person dealing with MA to make further enquiries.
- 6.3 If the Customer requests MA to leave Goods outside MA's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.
- 6.4 Where MA is required to install the Materials the Customer warrants that the structure of the premises or equipment in or upon which these Materials are to be installed or erected is sound and will sustain the installation and work incidental thereto and AMA shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising in connection with the installation and work incidental thereto.
7. **Air-Conditioning Risk**
- 7.1 Whilst the final location of any plant installation is at the discretion of the Customer, a charge will apply as a variation as per clause 4.2, if the Customer requests the unit to not be located other than as per quotation
- 7.2 The Customer acknowledges and agrees that MA does not guarantee any noise levels (external or internal) and MA shall not be held liable for any loss, damages, or costs, however resulting from noise levels.
- 7.3 In the event that any of the equipment needs to be relocated due to complaints from neighbours or local authorities, then the Customer shall be responsible for any and all costs involved.
- 7.4 The Customer acknowledges and agrees that it is their responsibility to insure any equipment partly or completely installed on site, against theft or damage.
- 7.5 In the event that the electrical wiring is required to be re-positioned or upgraded at the request of any third party contracted by the Customer, or to meet regulatory requirements, then the Customer agrees to notify MA immediately upon any proposed changes. The Customer agrees to indemnify MA against any additional costs incurred with such a relocation of electrical wiring. All such variances shall be invoiced in accordance with clause 4.2.

8. Customer's Responsibilities

- 8.1 The Customer acknowledges that in the event asbestos or any other toxic substances are discovered at the Worksite that it is their responsibility to ensure the safe removal of the same. The Customer further agrees to indemnify MA against any costs incurred by MA as a consequence of such discovery. Under no circumstances will MA handle removal of asbestos product.
- 8.2 The Customer acknowledges that it is their responsibility to ensure that all Goods, plant or equipment which MA is required to install (or to connect any of its Goods to) are of the correct type, size, rating, standard, quality, colour and finish, conform with all relevant Australian standards and local statutory requirements, and are as specified in the specifications, drawings and plans upon which MA based the quotation on and therefore, the Customer agrees to indemnify MA against any costs incurred by MA in rectifying such errors if required.
- 8.3 MA is not responsible for the removal of rubbish from or clean-up of the building/constructions site/s. This is the responsibility of the Customer or the Customer's agent. Unless otherwise agreed

9. Accuracy of Customers Plans

- 9.1 MA shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, MA accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.

10. Access

- 10.1 The Customer shall ensure that MA has clear and free access to the work site at all times to enable them to undertake the works. MA shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of MA.

11. Underground Locations or Hidden Services

- 11.1 Prior to MA commencing any work the Customer must advise MA of the precise location of all underground or hidden services on the site and clearly mark the same. The underground mains & services the Customer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
- 11.2 Whilst MA will take all care to avoid damage to any underground services the Customer agrees to indemnify MA in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 11.1.

12. Title

- 12.1 MA and the Customer agree that ownership of the Goods shall not pass until:
 - a) the Customer has paid MA all amounts owing to MA; and
 - b) the Customer has met all of its other obligations to MA
- 12.2 Receipt by MA of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 12.3 It is further agreed that:
 - a) until ownership of the Goods passes to the Customer in accordance with clause 12.1 that the Customer is only a bailee of the Goods and must return the Goods to MA on request.
 - b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for MA and must pay to MA the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 - c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for MA and must pay or deliver the proceeds to MA on demand.
 - d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of MA and must sell, dispose of or return the resulting product to MA as it so directs.
 - e) the Customer irrevocably authorises MA to enter any premises where MA believes the Goods are kept and recover possession of the Goods.
 - f) MA may recover possession of any Goods in transit whether or not delivery has occurred.
 - g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of MA.
 - h) MA may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

13. Personal Property Securities Act 2009 ("PPSA")

- 13.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 13.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by MA to the Customer.
- 13.3 The Customer undertakes to:
 - (a) Promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which MA may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 13.3(a)(i) or 13.3(a)(ii);
 - (iv) indemnify, and upon demand reimburse, MA for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
 - (v) not register a financing change statement in respect of a security interest without the prior written consent of MA; not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of MA; immediately advise MA of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 13.4 MA and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 13.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 13.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 13.7 Unless otherwise agreed to in writing by MA, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 13.8 The Customer must unconditionally ratify any actions taken by MA under clauses 13.3 to 13.5.
- 13.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.



14. Security and Charge

14.1 In consideration of MA agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

14.2 The Customer indemnifies MA from and against all MA's costs and disbursements including legal costs on a solicitor and own Customer basis incurred in exercising MA's rights under this clause.

14.3 The Customer irrevocably appoints MA and each director of MA as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Customer's behalf.

15. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

15.1 The Customer must inspect the Goods on delivery and must within seven (7) days of delivery notify MA in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow MA to inspect the Goods.

15.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).

15.3 MA acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

15.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, MA makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. MA's liability in respect of these warranties is limited to the fullest extent permitted by law.

15.5 If the Customer is a consumer within the meaning of the CCA, MA's liability is limited to the extent permitted by section 64A of Schedule 2.

15.6 If MA is required to replace the Goods under this clause or the CCA, but is unable to do so, MA may refund any money the Customer has paid for the Goods.

15.7 If the Customer is not a consumer within the meaning of the CCA, MA's liability for any defect or damage in the Goods is:

- a) limited to the value of any express warranty or warranty card provided to the Customer by MA at MA's sole discretion;
- b) limited to any warranty to which MA is entitled, if MA did not manufacture the Goods;
- c) otherwise negated absolutely.

15.8 Subject to this clause 15, returns will only be accepted provided that:

- a) the Customer has complied with the provisions of clause 15.1; and
- b) MA has agreed that the Goods are defective; and
- c) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and
- d) the Goods are returned in as close a condition to that in which they were delivered as is possible.

15.9 Notwithstanding clauses 15.1 to 15.8 but subject to the CCA, MA shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

- a) the Customer failing to properly maintain or store any Goods;
- b) the Customer using the Goods for any purpose other than that for which they were designed;
- c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
- d) the Customer failing to follow any instructions or guidelines provided by MA;
- e) fair wear and tear, any accident, or act of God.

15.10 Notwithstanding anything contained in this clause if MA is required by a law to accept a return then MA will only accept a return on the conditions imposed by that law.

16. Intellectual Property

16.1 Where MA has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of MA.

16.2 The Customer warrants that all designs, specifications or instructions given to MA will not cause MA to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify MA against any action taken by a third party against MA in respect of any such infringement.

16.3 The Customer agrees that MA may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which MA has created for the Customer.

17. Default and Consequences of Default

17.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at MA's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

17.2 If the Customer owes MA any money the Customer shall indemnify MA from and against all costs and disbursements incurred by MA in recovering the debt (including but not limited to internal administration fees, legal cost on a solicitor and own Customer basis, MA's collection agency costs, and bank dishonour fees).

17.3 Without prejudice to any other remedies MA may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions MA may suspend or terminate the supply of Goods to the Customer. MA will not be liable to the Customer for any loss or damage the Customer suffers because MA has exercised its rights under this clause.

17.4 Without prejudice to MA's other remedies at law MA shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to MA shall, whether or not due for payment, become immediately payable if:

- a) any money payable to MA becomes overdue, or in MA's opinion the Customer will be unable to make a payment when it falls due;
- b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

18. Compliance with Laws

18.1 The Customer and MA shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the works.

18.2 The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the works.

18.3 The Customer agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

19. Dispute Resolution

19.1 If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:

- a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
- b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.

20. Cancellation

20.1 MA may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice MA shall repay to the Customer any money paid by the Customer for the Goods. MA shall not be liable for any loss or damage whatsoever arising from such cancellation.

20.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by MA as a direct result of the cancellation (including, but not limited to, any loss of profits).

20.3 Cancellation of orders for Goods made to the Customer's specifications, or for non-stock list items, will definitely not be accepted once production has commenced, or an order has been placed.

21. Privacy Act 1988

21.1 The Customer agrees for MA to obtain from a credit reporting agency a credit report containing personal credit information about the Customer in relation to credit provided by MA.

21.2 The Customer agrees that MA may exchange information about the Customer with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- a) to assess an application by the Customer; and/or
- b) to notify other credit providers of a default by the Customer; and/or
- c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- d) to assess the creditworthiness of the Customer.

22. The Customer understands that the information exchanged can include anything about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

22.1 The Customer consents to MA being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988) 22.2 The Customer agrees that personal credit information provided may be used and retained by MA for the following purposes (and for other purposes as shall be agreed between the Customer and MA or required by law from time to time):

- (a) the provision of Goods; and/or
- (b) the marketing of Goods by MA, its agents or distributors; and/or
- (c) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
- (e) enabling the daily operation of Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Goods.

22.3 MA may give information about the Customer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Customer;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

22.4 The information given to the credit reporting agency may include:

- (a) personal particulars (the Customer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
- (b) details concerning the Customer's application for credit or commercial credit and the amount requested;
- (c) advice that MA is a current credit provider to the Customer;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Customer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of AMA, the Customer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Customer's credit obligations);
- (g) advice that cheques drawn by the Customer for one hundred dollars (\$100) or more, have been dishonoured more than once;
- (h) that credit provided to the Customer by MA has been paid or otherwise discharged.

23. General

23.1 The failure by MA to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect MA's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

23.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state of Victoria in which MA has its principal place of business, and are subject to the jurisdiction of the courts of Dandenong in that state.

23.3 Subject to clause 15 MA shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by MA of these terms and conditions (alternatively MA's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

23.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by MA nor to withhold payment of any invoice because part of that invoice is in dispute.

23.5 MA may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

23.6 The Customer agrees that MA may amend these terms and conditions at any time. If MA makes a change to these terms and conditions, then that change will take effect from the date on which MA notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for MA to provide Goods to the Customer.

23.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

23.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it



TAX INVOICE

Foot Centre Group
261 Nepean Hwy
EDITHVALE VIC 3196
AUSTRALIA

Invoice Date
11 Jul 2022

Invoice Number
INV-0015

ABN
66 634 749 358

Sea Bass Plumbing
Services PTY LTD
LIC - 104871

Description	Quantity	Unit Price	GST	Amount AUD
GUTTERING - Remove and dispose of rusted guttering on backside of property. Supply and install colorbond fascia style guttering and connect into existing downpipe.	1.00	2,500.00	10%	2,500.00
ROOFING - Remove and dispose of existing laser lite roof sheets and flashings. Supply and install new colorbond corrugated roofing and all associated flashings. Existing gutter to stay.				
			Subtotal	2,500.00
			TOTAL GST 10%	250.00
			TOTAL AUD	2,750.00

Due Date: 18 Jul 2022

Sea Bass Plumbing Services PTY LTD

Bank - Westpac
BSB - 033-243
ACC - 649-366



PAYMENT ADVICE

To: Sea Bass Plumbing Services PTY LTD
LIC - 104871

Customer	Foot Centre Group
Invoice Number	INV-0015
Amount Due	2,750.00
Due Date	18 Jul 2022

Amount Enclosed

Enter the amount you are paying above



TAX INVOICE

Invictus Nepean Highway Bare PTY LTD
261 Nepean Hwy
EDITHVALE VIC 3196
AUSTRALIA

Invoice Date
23 Nov 2022

Invoice Number
INV-0188

ABN
66 634 749 358

Sea Bass Plumbing
Services PTY LTD
LIC - 104871

Description	Quantity	Unit Price	GST	Amount AUD
Supply and install flashing to sheets that run short into gutter,	1.00	300.00	10%	300.00
			Subtotal	300.00
			TOTAL GST 10%	30.00
			TOTAL AUD	330.00

Due Date: 7 Dec 2022

Sea Bass Plumbing Services PTY LTD

Bank - Westpac
BSB - 033-243
ACC - 649-366

PAYMENT ADVICE

To: Sea Bass Plumbing Services PTY LTD
LIC - 104871

Customer Invictus Nepean Highway Bare PTY LTD
Invoice Number INV-0188
Amount Due 330.00
Due Date 7 Dec 2022
Amount Enclosed _____

Enter the amount you are paying above



TAX INVOICE

Foot Centre Group
261 Nepean Hwy
EDITHVALE VIC 3196
AUSTRALIA

Invoice Date
29 Jul 2022

Invoice Number
INV-0045

ABN
66 634 749 358

Sea Bass Plumbing
Services PTY LTD
LIC - 104871

Description	Quantity	Unit Price	GST	Amount AUD
SKYLIGHTS - Install 2x customer supplied velux skylights. Supply and install all associated flashings.	1.00	1,500.00	10%	1,500.00
			Subtotal	1,500.00
			TOTAL GST 10%	150.00
			TOTAL AUD	1,650.00

Due Date: 29 Jul 2022

Sea Bass Plumbing Services PTY LTD

Bank - Westpac
BSB - 033-243
ACC - 649-366

PAYMENT ADVICE

To: Sea Bass Plumbing Services PTY LTD
LIC - 104871

Customer Foot Centre Group

Invoice Number INV-0045

Amount Due **1,650.00**

Due Date 29 Jul 2022

Amount Enclosed

Enter the amount you are paying above

Secure Funding Pty Ltd

ABN 25 081 982 872

Australian Credit Licence (ACL) 388133

Commercial SuperCredit Loan Agreement and Guarantee Schedule

The information in this Schedule is current as at 17 June 2022 (the disclosure date)

This document and the Commercial SuperCredit Loan Agreement and Guarantee Standard Terms and Conditions annexed to this schedule contains all the contract terms of *your* loan. These do not, however, contain all the information that we are required by law to give *you*. Please ensure *you* read and understand all the documents we provide.

CUSTOMER(S): Armstrong Collective Super Pty Ltd ACN 658 865 251 As Trustee For The Armstrong Collective Super Fund		Group Loan no: 3882629
Loan Amount	\$770,000 made up of:	
	• estimated fees and charges included in the <i>loan amount</i> (see below)	\$71,490.80
	• estimated balance (payable to <i>you</i> or at <i>your</i> direction)	\$68,509.20
Interest Rate	The <i>interest rate</i> that applies to <i>your</i> loan is a variable rate. That <i>interest rate</i> is <i>our interest rate</i> which applies to similar variable rate loans. That <i>interest rate</i> is 5.70% per annum at the date of this schedule.	
Loan term	30 years commencing from and including the <i>settlement date</i> .	
Repayments	During the principal and interest period you must make 360 monthly principal and interest repayments of \$4,499.08 each. You must pay us the total amount owing on the date the final repayment is due, being the last day of the loan term, or, if you default, on the date it becomes due for payment under clause 7 of the attached standard Terms and Conditions.	

SECURE FUNDING PTY LTD FEES AND CHARGES	Included in <i>loan amount</i>	Payable by <i>you</i>
These fees and charges are payable in connection with this agreement.		
Payable to <i>us</i>:		
Application Fee	\$795.00	\$0.00
Establishment Fee – payable on or before the <i>settlement date</i> .	\$7,700.00	\$0.00
Bank Cheque Charges – payable on or before the <i>settlement date</i> .	\$15.00 per cheque required by <i>you</i>	\$0.00
Bank Fee to transfer moneys into <i>our</i> solicitor’s trust account or <i>your</i> account if required on the <i>settlement date</i> – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00
Discharge Administration Fee – payable whenever <i>you</i> request that the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by <i>us</i> regardless of whether such discharge actually occurs.	\$0.00	\$395.00
Discharge Legal Fee – payable in relation to fees and charges <i>we</i> incur when the <i>total amount owing</i> is repaid in full.	\$0.00	Not Ascertainable
Document Preparation Fee – payable on or before the <i>settlement date</i> .	\$695.00	\$0.00
Settlement Fee – payable to <i>us</i> on or before the settlement date.	\$595.00	\$0.00
Service Fee – payable on <i>your</i> loan monthly in arrears and included in <i>your repayments</i> .	\$0.00	\$30.00
SMSF Review Fee– payable to <i>us</i> on or before the <i>settlement date</i> for each Trust included in a loan application and in relation to the additional processing and the additional documentation required (including vetting the Trust Deed).	\$695.00	\$0.00
Valuation Fee – payable on or before the <i>settlement date</i> .	\$1,100.00	\$0.00
Government charges		
Payable to the Government Revenue Office in Victoria (indicative only and to be advised before settlement).		
Transfer of Land Stamp Duty – payable on or before the <i>settlement date</i> .	\$63,800.00	\$0.00
Mortgage Stamp Duty – payable on or before the <i>settlement date</i> .	\$0.00	\$0.00

SECURE FUNDING PTY LTD FEES AND CHARGES	Included in <i>loan amount</i>	Payable by <i>you</i>
Payable to Land Titles Office in Victoria		
Discharge Fee for Existing Mortgage – payable on or before the <i>settlement date</i> .	\$112.40	\$0.00
Mortgage Registration Fee – payable on or before the <i>settlement date</i> .	\$112.40	\$0.00
Property search fee.	\$10.00	\$0.00
Registration Fee on Transfer of Land – payable on or before the <i>settlement date</i> .	\$2,806.00	\$0.00
Totals	\$71,490.80	\$395.00
Total fees and charges that are definitely payable		\$71,885.80

SECURE FUNDING PTY LTD FEES AND CHARGES (CONTINUED)	Payable by <i>you</i> (if applicable)
These fees and charges <u>may</u> become payable in connection with this agreement.	
Account Resolution Fee – payable to <i>us</i> in relation to each loan that <i>we</i> refer to a collection specialist if <i>your loan</i> has been in default for at least 30 days on a day when a repayment is due after such a referral.	\$495.00
Default Administration Fee – payable to <i>us</i> in relation to each loan on each day on which a repayment is due and <i>you</i> have been in default for less than 90 days at any time in the period after the immediately preceding repayment was due.	\$95.00
Default Management Fee – payable to <i>us</i> in relation to each loan on each day on which a repayment is due and <i>you</i> have been in default for at least 90 days at any time in the period after the immediately preceding repayment was due.	\$195.00
Discharge Administration Fee – payable whenever <i>you</i> request that the <i>security</i> or a <i>security interest</i> is partially or wholly discharged by <i>us</i> regardless of whether such discharge actually occurs.	Not Ascertainable
Dishonour Fee – payable to <i>us</i> when a payment <i>you</i> make (<i>such as</i> a direct debit, salary deduction or cheque) is dishonoured.	\$25.00 per dishonour
Document Fee – payable to <i>us</i> at the time <i>you</i> or a <i>security provider</i> request <i>us</i> to produce a document to the land titles office or its equivalent.	\$25.00 per document
Duplicate Fee – payable to <i>us</i> when <i>we</i> provide a copy of any statement, notice or other document at <i>your</i> request.	\$10.00 per copy
Funds Transfer Fee – payable to <i>us</i> in respect of the amount <i>we</i> incur with <i>our</i> bank for the transfer of funds to <i>our</i> solicitors or settlement agent.	\$48.00

SECURE FUNDING PTY LTD FEES AND CHARGES (CONTINUED)	Payable by you (if applicable)
Pay Out Fee – payable to <i>us</i> when <i>you</i> receive from <i>us</i> a written statement of the amount needed to pay out this agreement provided at <i>your</i> request.	\$10.00 for each statement
Title Production/Consent Agent’s Fee – payable to <i>us</i> when <i>you</i> ask <i>us</i> to produce a title document for any reason or seek <i>our</i> consent to any subsequent event.	\$250.00 per title
Valuation Fees – payable to <i>us</i> when <i>we</i> obtain a valuation of a property secured by a <i>security</i> or otherwise for the purpose of this loan after the <i>settlement date</i> .	As charged to <i>us</i> by other parties
Deferred Facility Fee – payable if <i>you</i> fully repay the <i>loan amount owing</i> prior to the earlier of: • The end of the <i>loan term</i> ; or The third anniversary of the <i>settlement date</i> .	\$7,700.00
Expired Account Fee – payable to <i>us</i> on the date which is one month after the final day of the <i>loan term</i> and at monthly intervals until the <i>total amount owing</i> is repaid in full, in the event that the <i>total amount owing</i> is not repaid in full on or before the final day of the <i>loan term</i> .	\$7,700.00 per month

OTHER DETAILS	
Redraw Availability	Not Applicable.
Default Rate	The <i>default rate</i> at any time equals: • the <i>interest rate</i> specified in, or notified under, this loan agreement and guarantee schedule from time to time; plus • a margin of 6.00% per annum.

SECURITY (The following mortgages, other securities and guarantees, if any, have been or are to be taken by us)

Property	Security address: 261 Nepean Highway, EDITHVALE, VIC 3196 Mortgage status: New mortgage Minimum building insurance: \$600,000.00 Name of mortgagor(s): Invictus Nepean Highway Bare Pty Ltd ACN 659 980 051 As Trustee For The Invictus Nepean Highway Bare Trust
Guarantee(s)	Guarantor name: Invictus Nepean Highway Bare Pty Ltd ACN 659 980 051 As Trustee For Invictus Nepean Highway Bare Trust Guarantor address: 8 / 435-439 Fullarton Road, HIGHGATE SA 5063 Guarantor name: Tess Alexandra Beddome Guarantor address: 62 Ulupna Road, ORMOND VIC 3204 Guarantor name: Samuel Riley Armstrong Guarantor address: 62 Ulupa Road, ORMOND VIC 3204
Property Trust	Invictus Nepean Highway Bare Trust
Property Trustee	Invictus Nepean Highway Bare Pty Ltd ACN 659 980 051 As Trustee For The Invictus Nepean Highway Bare Trust

SPECIAL CONDITIONS (if any)

Copy of Nomination Form nominating Trustee of the bare trust as the purchaser of the security (please include the ACN), required prior to issuing loan documents

Copy of Draft Transfer of Land for 261 Nepean Highway EDITHVALE VIC 3196, required prior to settlement

Copy of Property Withholding Clearance Certificate, required prior to settlement

Copy of State Revenue Office Settlement Statement, required prior to settlement.

Signed and dated letter from the accountant confirming either the Deposit of \$23,200 will be treated as a contribution to the SMSF OR that the \$23,200 deposit paid will be reimbursed from the SMSF to the applicants, required prior to settlement

Latest statement confirming funds totalling at least \$469,000 (inclusive of any deposit paid) is held by the SMSF, required prior to settlement.

Signed and dated Property Trust documentation (provided by Liberty), required prior to settlement

LOAN-TO-VALUATION RATIO: *Your* loan-to-valuation ratio is **66.38%**.

OFFER BY SECURE FUNDING PTY LTD

We, Secure Funding Pty Ltd, offer to lend *you* the *loan amount* on the terms and conditions set out in this schedule and the attached Commercial SuperCredit Loan Agreement and Guarantee Standard Terms and Conditions, in which a reference to a schedule is a reference to this schedule.

To accept the offer, *you* must sign and date this document and return it to this office's mailing address within 14 days from the date of this offer. If *you* do not, the offer is automatically withdrawn.

Authorised Officer: Luke Vondrasek

Mailing Address: Level 16, 535 Bourke Street
Melbourne, Victoria 3000
Australia

Signed on behalf of Secure Funding Pty Ltd

Date of Offer: 17 June 2022

.....

ACCEPTANCE BY CUSTOMER

Select whichever is appropriate

- I/We acknowledge that it has been recommended the I/we obtain independent legal advice in respect of the meaning and effect of this finance arrangement. I/We have been provided with an opportunity to obtain independent legal advice prior to entering into this arrangement, and have chosen not to do so.
- I/We have obtained independent legal advice about the meaning and effect of this finance agreement. I/We am able to provide a certificate of independent legal advice if requested by *us*.

Before you sign, carefully read this agreement.

By accepting this offer *you* (the customer):

1. acknowledge that before signing this agreement *you* were given a copy of, and read this agreement; and
2. accept this agreement; and
3. declare that all the information *you* have given *us* is accurate and not misleading and *you* are aware that *we* are relying on it; and
4. acknowledge that before indicating that *you* intend to be bound, *you* have read the terms and conditions and schedule; and
5. acknowledge that every *security interest* held by *us* from *you* (including the *securities*) extends to the agreement between *you* and *us* which results from *your* acceptance of this agreement, in addition to all other liabilities secured by those *security interests*; and
6. declare that *you* understand that any mortgaged or secured property will be at risk if *you* default; and
7. acknowledge that *we* may pay a commission for the introduction of credit business where *you* have been introduced to *us* by a third party.

You must indicate that *you* intend to accept the offer by executing below.

Executed by the Customer

EXECUTED BY Armstrong Collective Super Pty Ltd ACN 658 865 251 As Trustee For Armstrong Collective Super Fund in accordance with section 127 of the Corporations Act 2001:

Registered office: 8 / 435-439 Fullarton Road, HIGHGATE SA 5063

.....
Signature of director Date

.....
Signature of director/secretary Date

.....
Name of director (please print)

.....
Name of director/secretary (please print)

.....
Residential address (please print)

.....
Residential address (please print)

ACCEPTANCE BY GUARANTOR – INDIVIDUALS (MEMBERS OF SMSF)

Important Acknowledgment

Before The *Guarantor* Signs

- The *guarantor* should read this agreement, including the *guarantee and indemnity* in clause 12 of the Commercial SuperCredit Loan Agreement and Guarantee Standard Terms and Conditions and the terms relating to this agreement or financial obligation to be guaranteed.
- The *guarantor* should obtain independent legal and financial advice.
- The *guarantor* should make its own inquiries about the creditworthiness, financial position and honesty of the customer.

Things The *Guarantor* Must Know

- Understand that, by signing the *guarantee and indemnity* contained in this agreement, the *guarantor* may become personally responsible instead of, or as well as, the customer to pay the amounts which the customer owes and *our* expenses in enforcing the *guarantee and indemnity*.
- If the customer does not pay the *guarantor* must pay. This could mean the *guarantor* loses everything it owns including its home.

Signed by each individual *guarantor*

Signed, sealed and delivered by the guarantor

In the presence of the witness named below

.....
Tess Alexandra Beddome Date

.....
Signature of Witness Date

.....
Name of Witness (please print)

.....
Address of Witness (please print)

Signed, sealed and delivered by the guarantor

In the presence of the witness named below

.....
Samuel Riley Armstrong Date

.....
Signature of Witness Date

.....
Name of Witness (please print)

.....
Address of Witness (please print)

ACCEPTANCE BY GUARANTOR – PROPERTY TRUSTEE

Important Acknowledgment

By signing this agreement the *Guarantor*:

- agrees to be bound by this agreement, including the *guarantee and indemnity* in clause 12 of the attached Commercial SuperCredit Loan Agreement and Guarantee Standard Terms and Conditions and all other provisions of this agreement relevant to that *guarantee and indemnity* or binding on a *guarantor* or the *obligor*;
- declares that its attention has been drawn to the warnings set out on the front page of this agreement and below, and in particular the recommendation that legal and financial advice should be obtained before signing agreement;
- declares that it has obtained legal and financial advice as necessary or if it has not obtained such advice, declares that it does not regard any such advice as necessary and prefers to proceed without it; and
- declares that it is fully aware of the nature of, and risks in signing this agreement and is signing it voluntarily.

Signed by the property trustee

EXECUTED BY Invictus Nepean Highway
Bare Pty Ltd ACN 659 980 051 As Trustee
For Invictus Nepean Highway Bare Trust
in accordance with section 127 of the
Corporations Act 2001:

Registered office: 8 / 435-439 Fullarton
Road, HIGHGATE SA 5063

.....
Signature of director

.....
Signature of director/secretary

.....
Name of director (please print)

.....
Name of director/secretary (please print)

.....
Residential address (please print)

.....
Residential address (please print)

Date:

Inquires 1300 300 630

Issue date 19 Apr 23

Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 03550065

Check this statement carefully

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

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

ACN 658 865 251
FOR ARMSTRONG COLLECTIVE SUPER PTY LTD

REVIEW DATE: 19 April 23

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



To make changes to company details or amend incorrect information

- go to www.asic.gov.au/changes
- log in to our online services and make the required updates
- first time users will need to use the corporate key provided on this company statement



Phone if you've already notified ASIC of changes but they are not shown correctly in this statement.
Ph: 1300 300 630



Use your agent.

Company Statement

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

1 Registered office
UNIT 8 435-439 FULLARTON ROAD HIGHGATE SA 5063

2 Principal place of business
62 ULUPNA ROAD ORMOND VIC 3204

3 Officeholders

Name: SAMUEL ARMSTRONG
Born: MELBOURNE VIC
Date of birth: 03/08/1984
Address: 62 ULUPNA ROAD ORMOND VIC 3204
Office(s) held: DIRECTOR, APPOINTED 19/04/2022

Name: TESS ALEXANDREA BEDDOME
Born: MELBOURNE VIC
Date of birth: 09/12/1987
Address: 62 ULUPNA ROAD ORMOND VIC 3204
Office(s) held: DIRECTOR, APPOINTED 19/04/2022; SECRETARY, APPOINTED 19/04/2022

4 Company share structure

Share class	Shares description	Number issued	Total amount paid on these shares	Total amount unpaid on these shares
ORD	ORDINARY	180	\$180.00	\$0.00

5 Members

These details continue on the next page

ARMSTRONG COLLECTIVE SUPER PTY LTD ACN 658 865 251

Page 1 of 2

Company statement continued

Name: SAMUEL ARMSTRONG
Address: 62 ULUPNA ROAD ORMOND VIC 3204

Share Class	Total number held	Fully paid	Beneficially held
ORD	90	Yes	Yes

Name: TESS ALEXANDREA BEDDOME
Address: 62 ULUPNA ROAD ORMOND VIC 3204

Share Class	Total number held	Fully paid	Beneficially held
ORD	90	Yes	Yes

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

End of company statement

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

Additional company information

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

6 Contact address for ASIC use only

Registered agent name: SMSF AUSTRALIA PTY LTD
Registered agent number: 46046
Address: PO BOX 230 GLEN OSMOND SA 5064

**ASIC**

Australian Securities & Investments Commission

ABN 86 768 265 615

ARMSTRONG COLLECTIVE SUPER PTY LTD
 SMSF AUSTRALIA PTY LTD
 PO BOX 230 GLEN OSMOND SA 5064

INVOICE STATEMENT

Issue date 19 Apr 23

ARMSTRONG COLLECTIVE SUPER PTY LTD

ACN 658 865 251

Account No. 22 658865251

Summary

Opening Balance	\$0.00
New items	\$59.00
Payments & credits	\$0.00
TOTAL DUE	\$59.00

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

Transaction details are listed on the back of this page

Inquiries

www.asic.gov.au/invoices

1300 300 630

Please pay

Immediately	\$0.00
By 19 Jun 23	\$59.00

If you have already paid please ignore this invoice statement.

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

**ASIC**

Australian Securities & Investments Commission

PAYMENT SLIP**ARMSTRONG COLLECTIVE SUPER PTY LTD**

ACN 658 865 251

Account No: 22 658865251



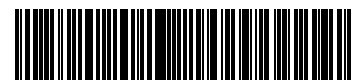
22 658865251

TOTAL DUE	\$59.00
Immediately	\$0.00
By 19 Jun 23	\$59.00

Payment options are listed on the back of this payment slip



Bill Code: 17301
Ref: 2296588652513



*814 129 0002296588652513 02

Transaction details:

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2023-04-19	Annual Review - Special Purpose Pty Co	4X2810347480P A	\$59.00
	Outstanding transactions		
2023-04-19	Annual Review - Special Purpose Pty Co	4X2810347480P A	\$59.00

PAYMENT OPTIONS



Billpay Code: 8929
Ref: 2296 5886 5251 302

Australia Post

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

Phone

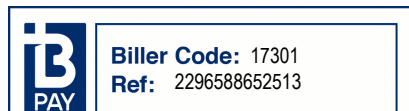
Call 13 18 16 to pay by Mastercard or Visa

On-line

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

Mail

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



Bill Code: 17301
Ref: 2296588652513

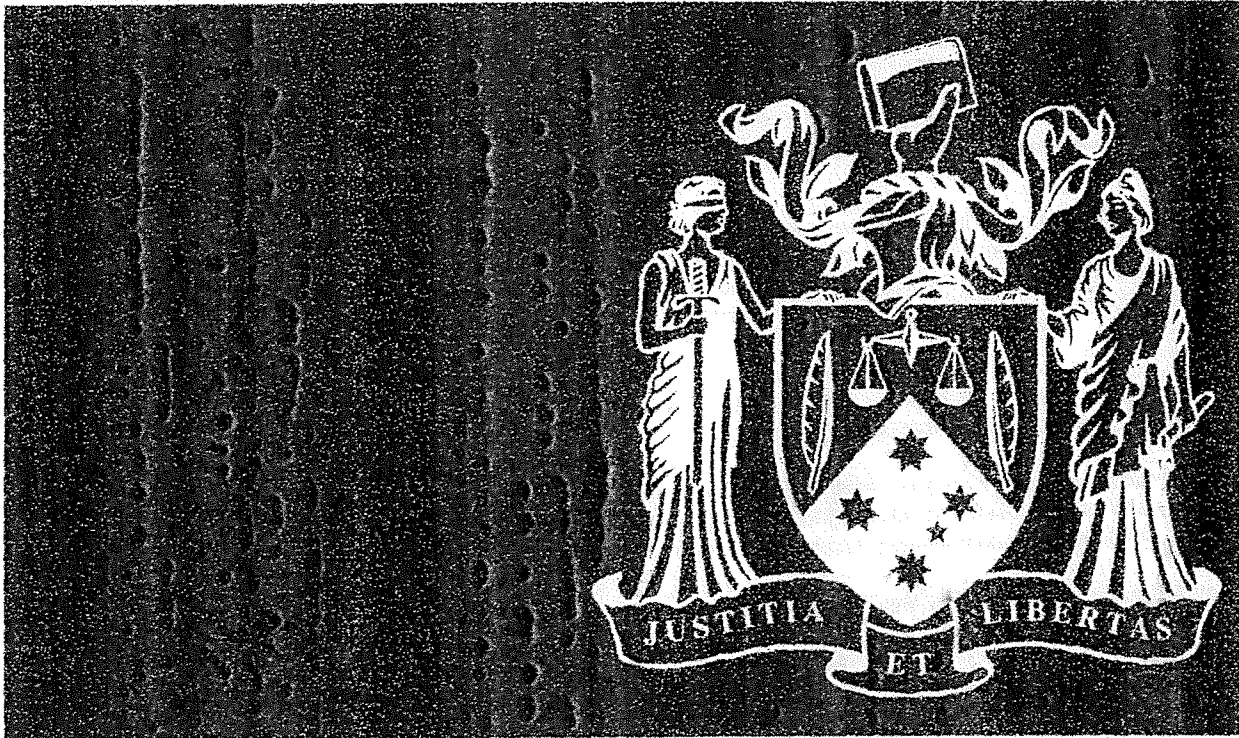
Telephone & Internet Banking – BPAY®

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



Contract of sale of land

Property: 261 Nepean Highway, Edithvale VIC 3196



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

© Copyright August 2019

Contract of Sale of Land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

In that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

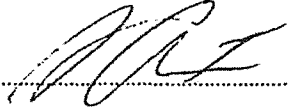
Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER: _____



on 5.10.2022

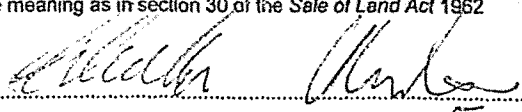
Handwritten initials TB SA

Print names(s) of person(s) signing: Tess Beddome and Samuel Riley Armstrong and/or nominees

State nature of authority, if applicable: _____

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR: _____



on 5.1.2022

Print names(s) of person(s) signing: Con Gavroudias and Vlas Gavroudias

State nature of authority, if applicable: Directors of Gavroudias Nominees Pty Ltd

The DAY OF SALE is the date by which both parties have signed this contract.



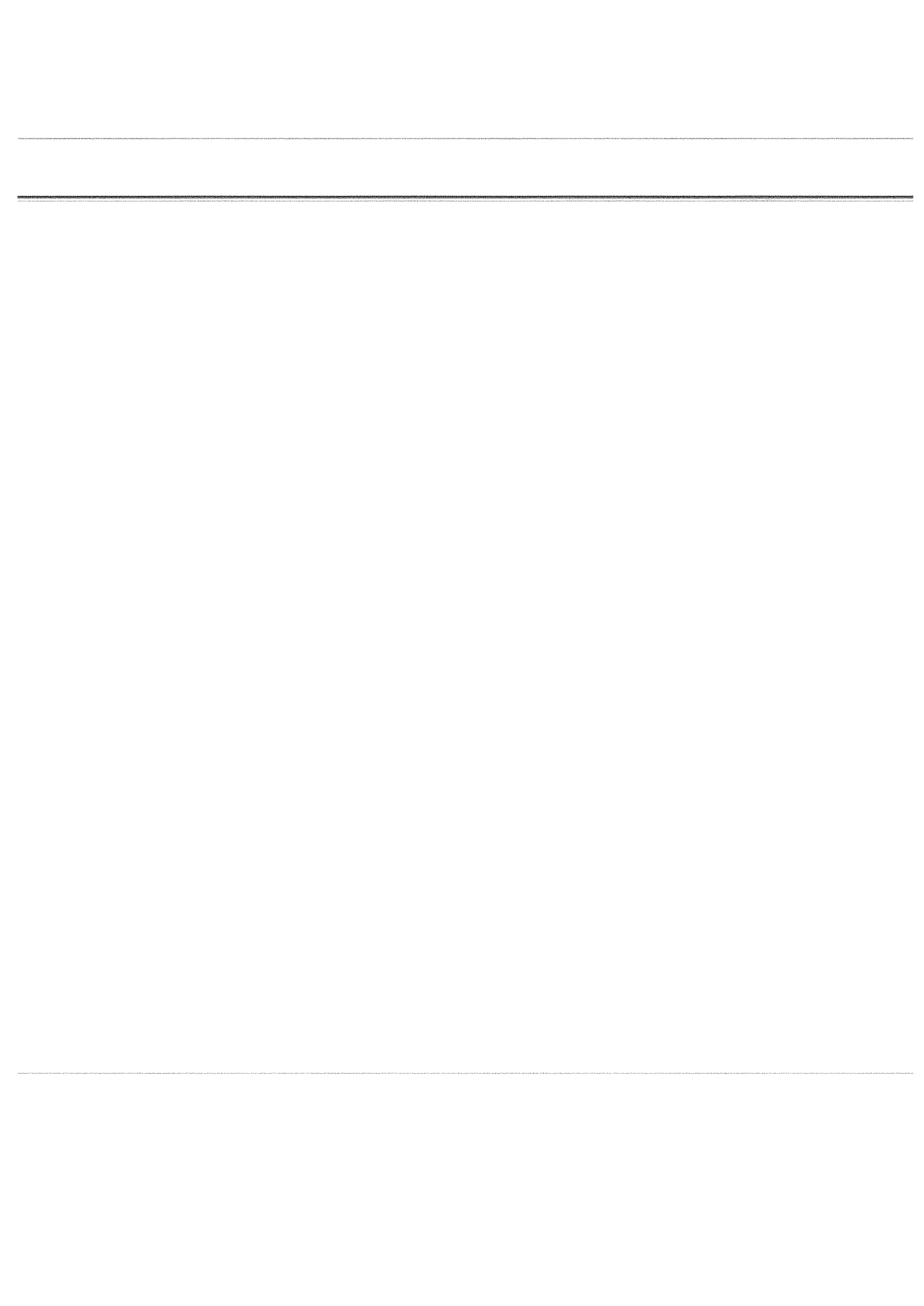
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Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED



Particulars of Sale

Vendor's estate agent

Name: N/A
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Vendor

Name: Gavnoudias Nominees Pty Ltd ATF Gavnoudias D & S Family Trust
Address: 213 Clayton Road, Clayton VIC 3168
ABN/ACN: 006 618 971
Email: _____

Vendor's legal practitioner or conveyancer

Name: Dimitra Iatrou & Associates
Address: Level 1, 592 City Road, South Melbourne VIC 3205
Email: info@diassociates.com.au
Tel: 03 9690 0519 Mob: _____ Fax: _____ Ref: 22-13312

Purchaser's estate agent

Name: N/A
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Purchaser

Name: Tess Beddome and Samuel Riley Armstrong and/or nominee
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

Name: Mansour Lawyers
Address: Level 11, 460 Bourke Street, Melbourne VIC 3000
Email: nathan@mansourlawyers.com.au
Tel: 9602 4290 Mob: _____ Fax: _____ Ref: Nathan Dalzotto

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot		on plan	
Volume	8362	Folio	824	1	TP254186B

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: 261 Nepean Highway, Edithvale VIC 3196

Goods sold with the land (general condition 6.3(f)) (list or attach schedule)

All fixtures and fittings not belonging to the Tenant. _____

Payment

Price \$ 1,160,000.00 ^{23,200 TB SA} ✓
 Deposit \$ 116,000.00 payable upon signing of the Contract of Sale
 Balance \$ 1,044,000.00 payable at settlement
 Deposit bond 1,136,800 TB SA ✓

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2) ✓

is due on 90 TB SA days from signing of the Contract of Sale unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

- a lease for a term ending on 30 / 04 /2025 with (1) option to renew of (5) years
- OR
- a residential tenancy for a fixed term ending on / /20.....
- OR
- a periodic tenancy determinable by notice

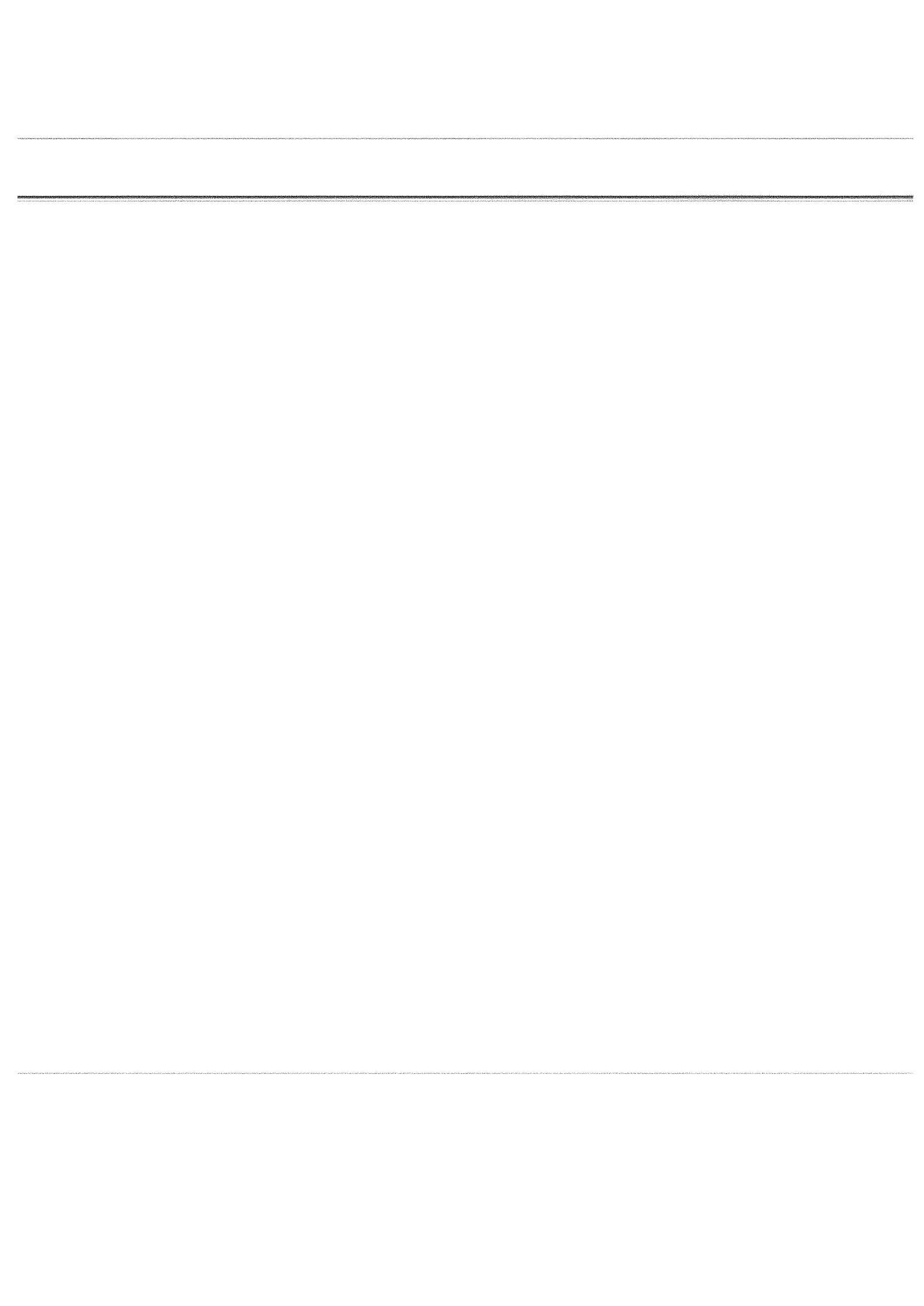
Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____
 Loan amount: no more than \$ _____ Approval date: _____



Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

[Faint, illegible text, likely bleed-through from the reverse side of the page]

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- 21 days have elapsed since the day of sale; and
 - the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- must not exceed 10% of the price; and
 - must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - there are no debts secured against the property; or
 - if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - at least 60 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - by cheque drawn on an authorised deposit-taking institution; or
 - by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is "new residential premises" or "potential residential land" in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, nor may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.



Vendor Statement



The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	261 Nepean Highway, Edithvale VIC 3196
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Vendor's name	Gavnoudias Nominees Pty Ltd ACN 006 618 971 ATF Gavnoudias D & S Family Trust	Date	5 / 4 / 2022
Vendor's signature	 Damaskini Yerolemis (Director)  Vasi Gavnoudias (Director)		

Purchaser's name	Tess Beddome	Date	5 / 5 / 2022
Purchaser's signature			
Purchaser's name	Samuel Riley Armstrong	Date	5 / 5 / 2022
Purchaser's signature			

The following Guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

GUARANTEE

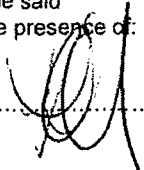
I/We, Sam Armstrong of 62 Ulpna rd, Ormond, 3204
and Tess Beddome of 62 Ulpna rd, Ormond 3204.

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named Vendor selling to the within-named Purchaser at our request the Land described in the within Contract of Sale for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser I/we will forthwith on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and hereby indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals the 5th day of May 2022.

SIGNED SEALED AND DELIVERED
by the said
in the presence of:



Witness

SAM ARMSTRONG
Director (Sign and Print Name)

SIGNED SEALED AND DELIVERED
by the said
in the presence of:

COWEEN HORSNELL


Tess Beddome
Director (Sign and Print Name)

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)
Are contained in the attached certificates and/or statements.

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge
If any, are contained in the attached certificates and/or statements.

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

Is in the attached copies of title documents.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

If any, are contained in the attached certificates and/or statements. The Vendor has no means of knowing all decisions of public authorities, government departments and other authorities affecting the property unless such decisions have been communicated to the Vendor. The Purchaser should make own enquiries from any authority considered necessary by the Purchaser.

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Not Applicable.

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Not Applicable.

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

Not Applicable

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

Subdivision Act 1988.

Not Applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

Is attached.

13. ATTACHMENTS

Register Search Statement Volume 8362 Folio 824

Title Plan TP254186B

Planning Certificate

Designated Bushfire Prone Areas Report

South East Water Information Statement

City of Kingston Rates & Valuation Notice 2021/2022

Roads Certificate

Land Tax Clearance Certificate

Renewal of Lease of Real Estate dated 28 March 2022

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you.

The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](#) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

Register Search Statement - Volume 8362 Folio 824

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 08362 FOLIO 824

Security no : 124095454440B
Produced 11/02/2022 03:31 PM

LAND DESCRIPTION

Lot 1 on Title Plan 254186B (formerly known as part of Lot 1 on Plan of Subdivision 004920).
PARENT TITLE Volume 08362 Folio 823
Created by instrument B332307 11/12/1961

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GAVNOUDIAS NOMINEES PTY LTD of 213 CLAYTON RD CLAYTON
M474122M 15/09/1986

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP254186B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 261 NEPEAN HIGHWAY EDITHVALE VIC 3196

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information
via LANDATA® System. Delivered at 11/02/2022, for Order Number 72750346. Your reference: 21-13312
GAVNOUDIAS NOMINEES PTY LTD.

TITLE PLAN	EDITION 1	TP 254186B						
Location of Land Parish: LYNDHURST Township: Section: Crown Allotment: Crown Portion: Last Plan Reference: LP 4920 Derived From: VOL 8352 FOL 824 Depth Limitation: NIL		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN						
Description of Land / Easement Information <p style="text-align: center;">ENCUMBRANCES REFERRED TO</p> <p style="text-align: center;">As to the land coloured blue-</p> <p style="text-align: center;"><u>ANY EASEMENTS</u> affecting the -</p> <p style="text-align: center;">same - - - - -</p>		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 22/12/1999 VERIFIED: P.C.						
COLOUR CODE BL = BLUE								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">TABLE OF PARCEL IDENTIFIERS</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">PARCEL 1 = LOT 1 (PT) ON LP 4920</td> </tr> </table>			TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962		PARCEL 1 = LOT 1 (PT) ON LP 4920	
TABLE OF PARCEL IDENTIFIERS								
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962								
PARCEL 1 = LOT 1 (PT) ON LP 4920								
LENGTHS ARE IN FEET & INCHES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets						

Planning Certificate

PROPERTY DETAILS

Property Address: 261 Nepean Highway EDITHVALE VIC 3196

Title Particulars: Vol 8362 Fol 824

Vendor: GAVNOUDIAS NOMINEES PTY LTD

Purchaser: N/A

Certificate No: 72750346

Date: 15/02/2022

Matter Ref: 21-13312

GAVNOUDIAS

NOMINEES PTY LTD

Client: Dimitra Iatrou & Associates

MUNICIPALITY

KINGSTON

PLANNING SCHEME

KINGSTON PLANNING SCHEME

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

KINGSTON CITY COUNCIL

ZONE

COMMERCIAL 1 ZONE

ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

ABUTS TRANSPORT ZONE 2 (NEPEAN HIGHWAY)

OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 7;

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1;

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: NOT APPLICABLE

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

OTHER OVERLAYS: NOT APPLICABLE

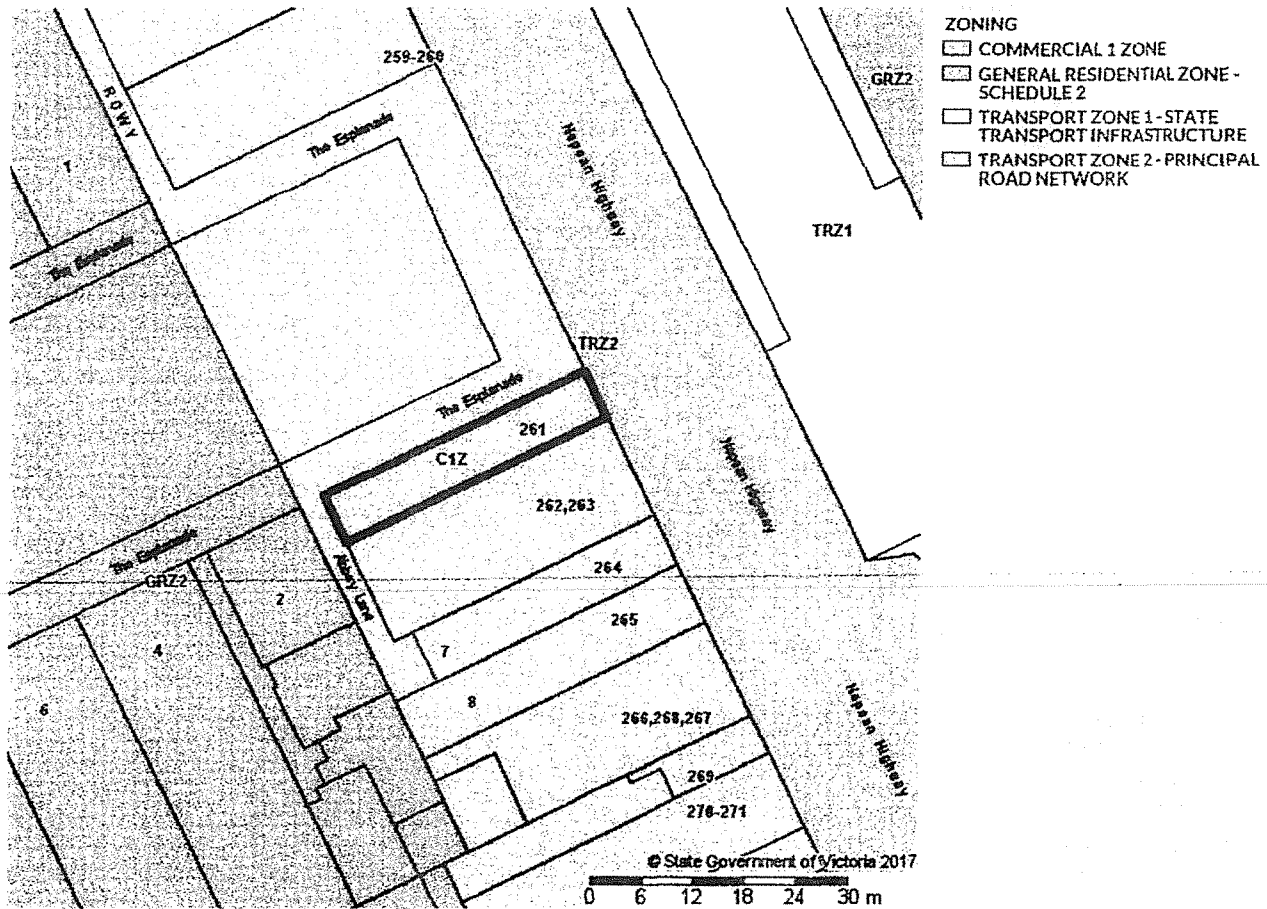
PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE

ADDITIONAL INFORMATION

PART OF THE SUBJECT PROPERTY ABUTS SPECIFIC CONTROLS OVERLAY - SCHEDULE 1; STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

PLANNING ZONE MAP



This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

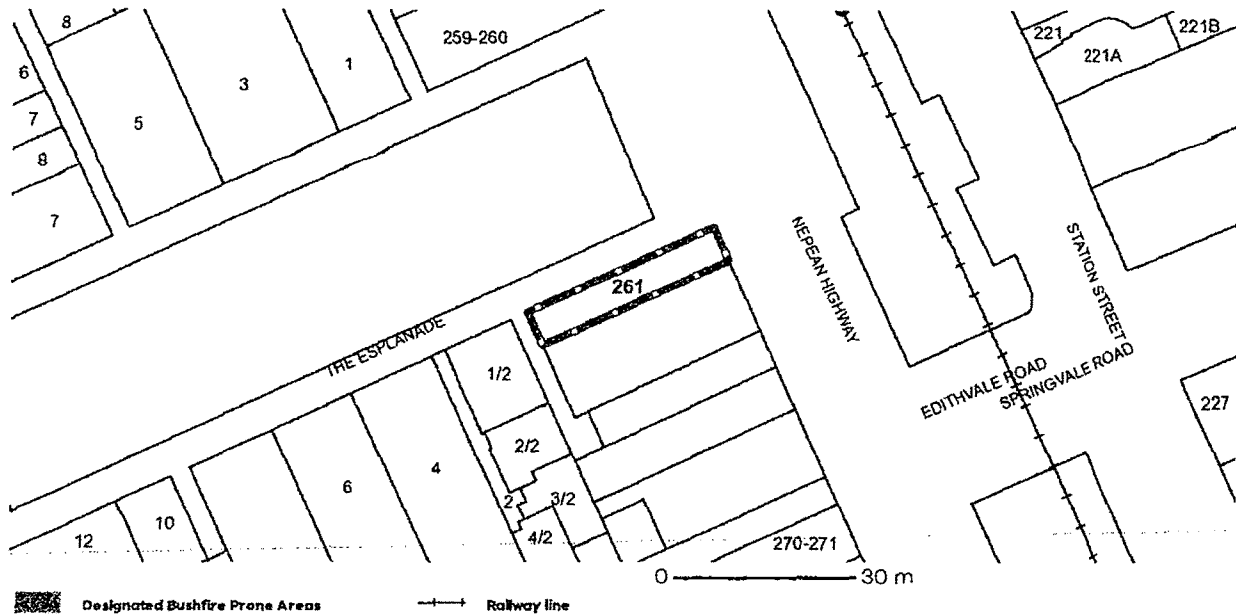
Dye & Durham Property Pty Ltd ACN 089 586 872. All rights reserved. Dye & Durham and the Dye & Durham logo are the property of Dye & Durham Limited.

Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <https://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvm.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

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Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)

Dye and Durham Property Pty Ltd
 E-mail:
 property.certificates@dyedurham.com

Statement for property:
 LOT 1 261 NEPEAN HIGHWAY
 EDITHVALE 3196
 1 LP 4920

REFERENCE NO	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
50D//09751/00108	72750346:109826582	16 FEBRUARY 2022	40903033

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

Parks Victoria - Parks Service Charge	01/07/2021 to 30/06/2022	\$80.20
Melbourne Water Corporation Total Service Charges	01/01/2022 to 31/03/2022	\$39.65
Water Service Charge	01/01/2022 to 31/03/2022	\$23.28
Sewerage Service Charge	01/01/2022 to 31/03/2022	\$108.21
Subtotal Service Charges		<u>\$251.34</u>
Payments		\$80.20
TOTAL UNPAID BALANCE		\$171.14

- The meter at the property was last read on 19/11/2021. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	\$0.34 per day
Sewage Disposal Charge	\$0.15 per day

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect#/orderinfo/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewerage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

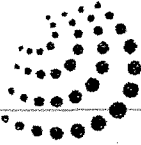
Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

AUTHORISED OFFICER:



MIKALA HEHIR
 GENERAL MANAGER
 CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
 PO Box 2268, Seaford, VIC 3198



- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

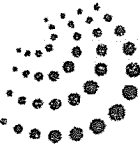
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

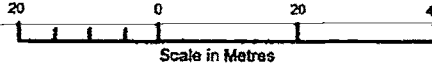
AUTHORISED OFFICER:

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

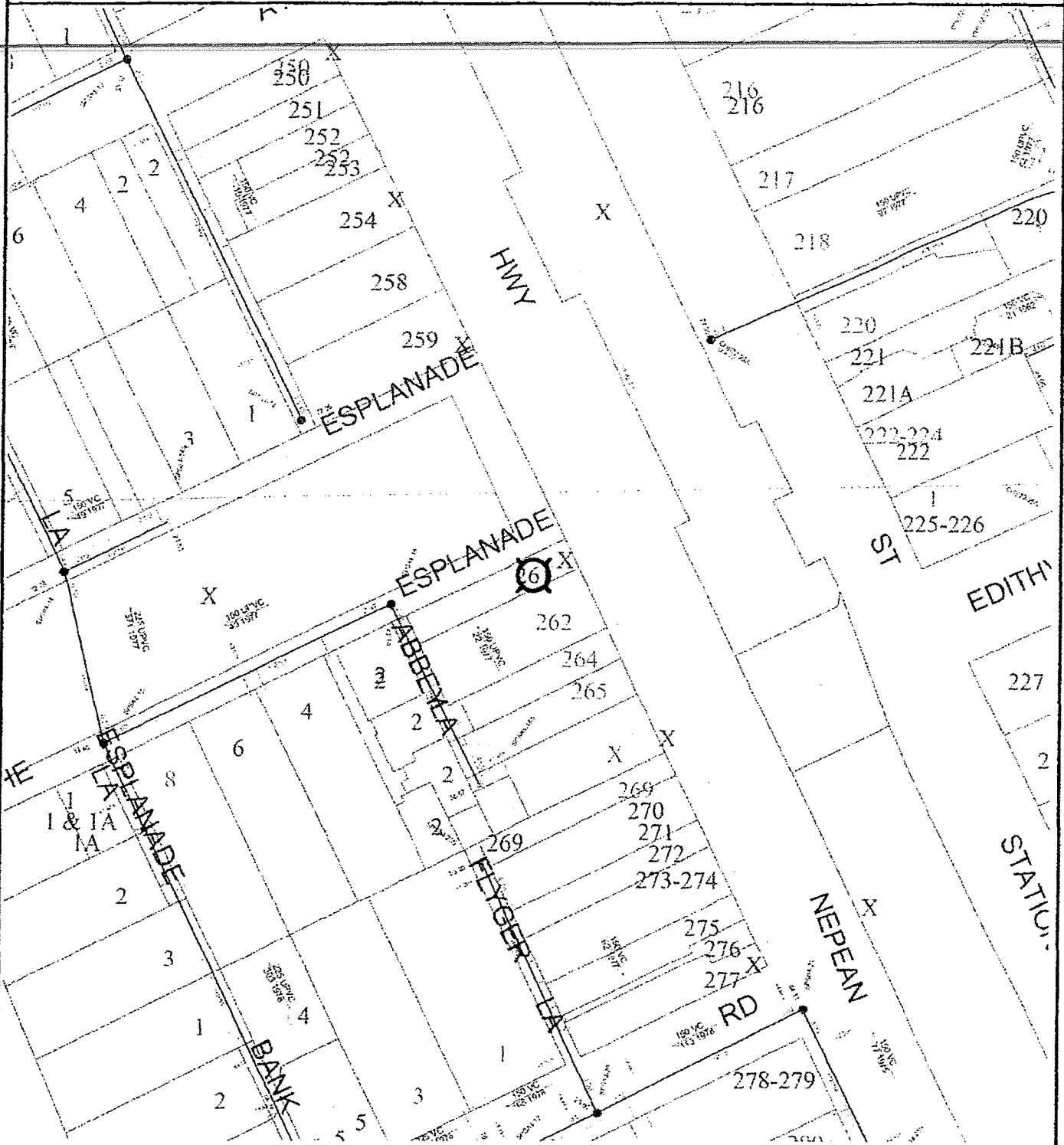
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Case Number: 40903033

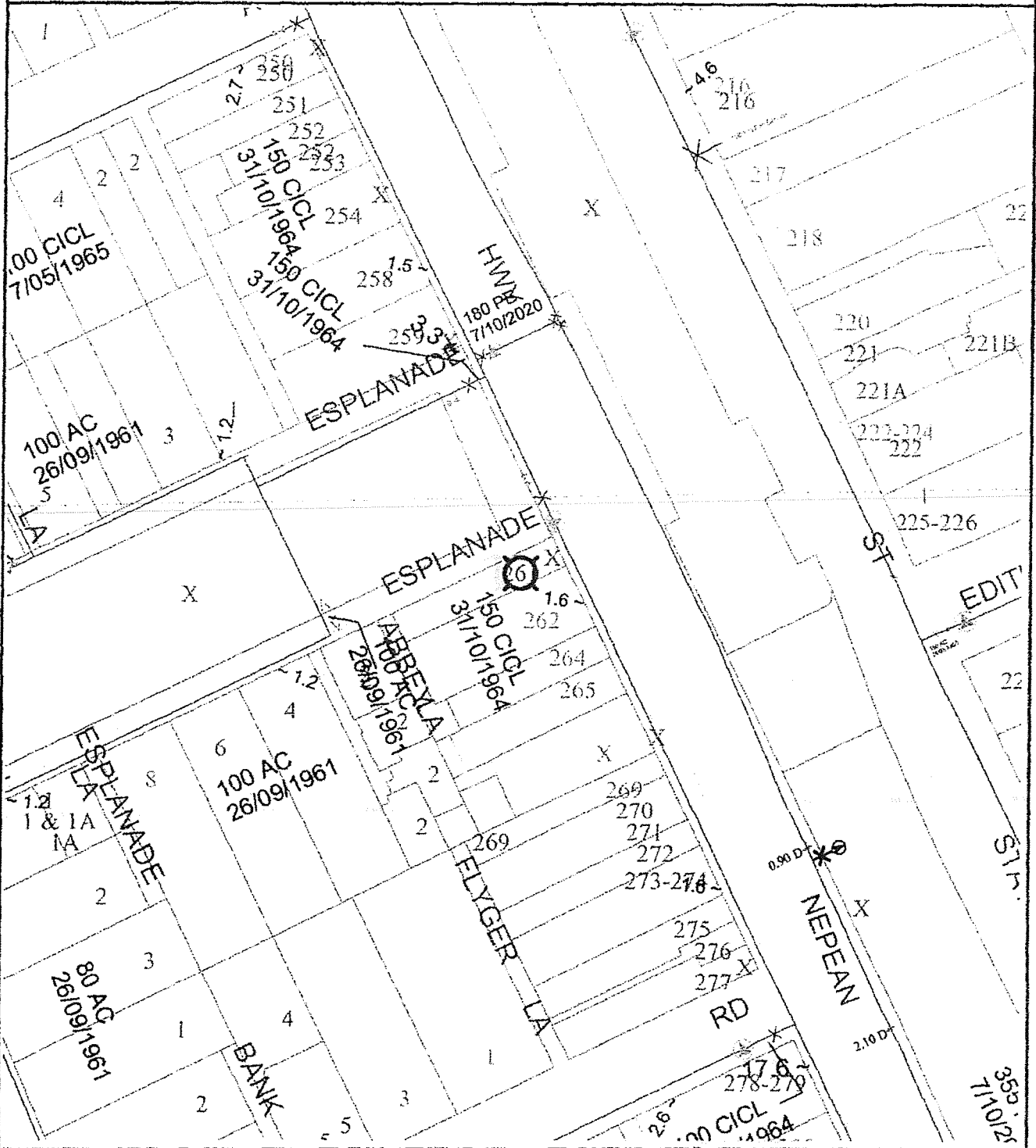
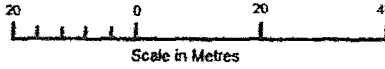


Date: 16 FEBRUARY 2022



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

Title/Road Boundary	Subject Property	Maintenance Hole
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft
Easement	Direction of Flow	Offset from Boundary
Melbourne Water Assets		
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Water Main Valve		Fireplug/Washout
	Easement		Water Main & Services		~ 1.0 Offset from Boundary

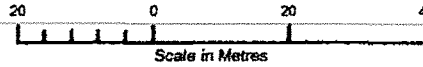
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

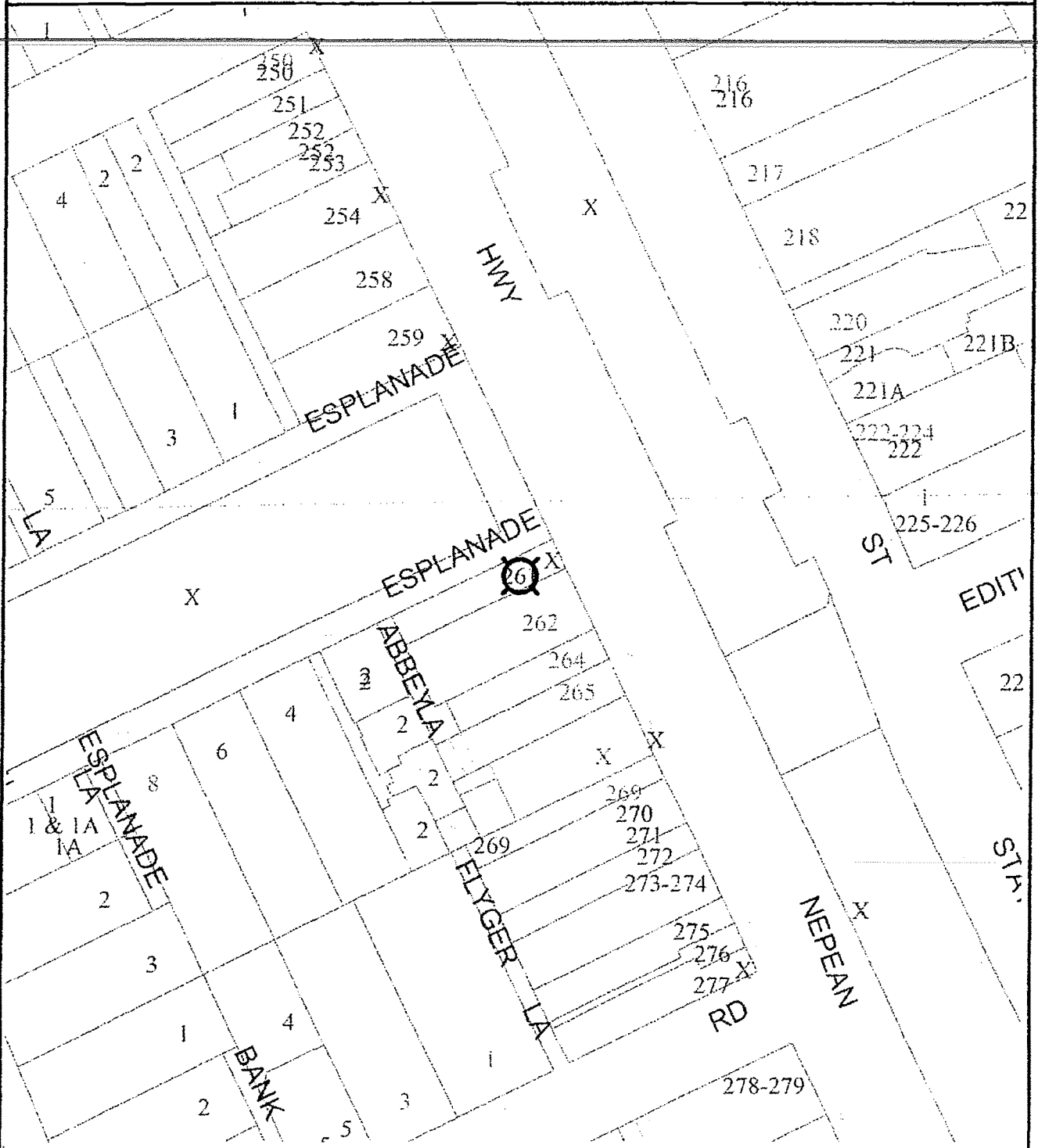
Property: Lot 1 261 NEPEAN HIGHWAY EDITHVALE 3196



Case Number: 40903033



Date: 16FEBRUARY2022



WARNING This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

Title/Road Boundary	Subject Property	Hydrant
Proposed Title/Road	Recycled Water Main Valve	Fireplug/Washout
Easement	Recycled Water Main & Services	Offset from Boundary

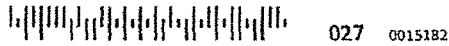


City of Kingston
PO Box 1000 Mentone VIC 3194

City of
KINGSTON

Rates & Valuation Notice

NOTICE FOR PERIOD 1 JULY 2021 TO 30 JUNE 2022



Gavnoudias Nominees Pty Ltd
213 Clayton Rd
CLAYTON VIC 3168

TAX INVOICE
ABN 60 640 377 247
kingston.vic.gov.au
1300 653 356 131 450
info@kingston.vic.gov.au
cityofkingston

Pay online
kingston.vic.gov.au/pay

WHY YOUR RATES NOTICE MAY LOOK A LITTLE DIFFERENT...

As part of our ongoing COVID-19 community support there will be no interest charged on outstanding rates until 30 June 2022. Last year residents with a residential bin service received a \$18 waste discount - this year the waste charge has returned to normal.

Head to kingston.vic.gov.au/rates for more information.

NOTICE SUMMARY

ASSESSMENT NUMBER: 100561/8

DATE ISSUED: 06/08/2021

TOTAL AMOUNT PAYABLE
-\$66.44

INCLUDES THE FOLLOWING
TOTAL PENSION REBATES
\$0.00

ARREARS OUTSTANDING
\$0.00

Interest will be charged on outstanding arrears from 1 July 2022.

PROPERTY DETAILS

DESCRIPTION
261 Nepean Highway,
EDITHVALE VIC 3196

SITE VALUE
\$730,000

CAPITAL IMPROVED VALUE
\$730,000

NET ANNUAL VALUE
\$36,500

OPERATIVE VALUATION DATE
1 July 2021

LEVEL OF VALUE DATE
1 January 2021

LAND USE (FOR PSPL)
Vacant Land

AVPCC
202 - Commercial Land (with buildings which add no value)

Council Rate & Charges 2021/2022	
General Rate = CIV x 0.0019519 rate in \$	\$1,424.89
Municipal Charge	\$100.00
Total Council Rate & Charges 2021/2022	\$1,524.89
Victorian Government Fire Services Property Levy 2021/2022	
FRV Vacant Land = CIV X 0.00128 rate in \$	\$93.44
FRV Vacant Non Res Land FSPL-Fixed	\$239.00
Total Victorian Government Fire Services Property Levy 2021/2022	\$326.44
Arrears, Payments & Other Charges	
Payments	-\$1,917.77
Total Arrears, Payments & Other Charges	-\$1,917.77
TOTAL	\$66.44

Payments and ownership changes made after 25 July 2021 may not shown on this notice.

CONTACT DETAILS UP TO DATE? VISIT KINGSTON.VIC.GOV.AU/CONTACTDETAILS

PAYMENT OPTIONS

PAY BY INSTALMENTS

30 SEPTEMBER 2021	\$0.00
30 NOVEMBER 2021	\$0.00
28 FEBRUARY 2022	\$0.00
31 MAY 2022	\$0.00

To take up the instalment option you must make the first payment by 30 September 2021. Your first instalment will include any arrears outstanding (if any).

PAY A LUMP SUM

Take up this option by paying the total amount in one easy transaction.

-\$66.44

Due date 15 February 2022

DIRECT DEBIT

To pay your account by direct debit, you must first notify Council by completing and returning our authorisation form found at kingston.vic.gov.au/rates

Payments will be debited on the first of every month from September to June, your first payment includes outstanding arrears (if any).

1 x FIRST PAYMENT AMOUNT

Advised upon application

1 x REMAINING MONTHLY AMOUNTS

Advised upon application

HOW TO PAY

pay online
quick and secure



kingston.vic.gov.au/pay

Register to receive your notice via email

GO TO KINGSTON.VIC.GOV.AU/RATES

Rates payment slip

IF PAYING BY MAIL, RETURN THIS SLIP WITH YOUR REMITTANCE

ASSESSMENT NUMBER:

100561/8

RATEPAYER:

Gavnoudias Nominees Pty Ltd

PROPERTY DESCRIPTION:

261 Nepean Highway, EDITHVALE VIC 3196

SEE OVERLEAF FOR OTHER PAYMENT OPTIONS AND DETAILS



EPOINT

1300 276 468

BILLER CODE
8938

REF
1005 618



Contact your bank or financial institution.

BILLER CODE
8938

REF
1005 618



It just makes sense

Receive, pay and store your bills in your online banking.



Post Billpay

131 816

BILLER CODE
0327

REF
0010 0561 8

ARREARS ONLY \$0.00

INSTALMENT \$0.00

FULL PAYMENT -\$66.44

INTERNAL USE ONLY





Kingston's Free Plant Giveaway

Kingston's 'free tree voucher' for residents has been replaced with an annual plant giveaway in Autumn! Collecting your free plants in Autumn will ensure you receive them at the optimal timing for planting.

We've doubled the number of plants available and you'll now be able to choose from native trees, shrubs, grasses and groundcovers.

Registrations will open in March so look out for announcements on social media or subscribe to Kingston's 'Our Place' eNews to be notified.

Kingston offers a series of free sustainability-related workshops and events for the community which include:

- sustainable gardening
- waste reduction and composting
- energy efficiency and low carbon living
- movie screenings
- plant giveaways
- community events to improve our local natural environment

Subscribe to Kingston's 'Our Place' eNews to be notified, kingston.vic.gov.au/sustainabilityworkshops

If you don't have an email address please call us on 1300 653 356 to register your interest.

Go in the draw to win a \$100 voucher!

Kingston Arts offers exciting theatre, comedy and live music events at their two locations - Shirley Burke Theatre, Parkdale and Kingston City Hall, Moorabbin.

City of Kingston residents are invited to join the Kingston Arts mailing list and receive their monthly What's On newsletter, keeping locals in the know of upcoming events and performances.

One lucky entry will win a \$100 voucher to use on any 2022 performance (subject to availability). Visit kingstonarts.com.au/join before 12pm, 31 December to join and go into the draw.

Win a \$100 voucher competition is open from 1 August to 31 December 2021. The winner will be notified by email in mid-January 2022.

**Competition open for new subscribers only.*

Property information

PROPERTY ID
100561/8

ADDRESS
261 Nepean Highway,
EDITHVALE VIC 3196

NAME
Gavnoudias Nominees Pty Ltd

kingstonarts

1 FREE FAMILY SWIM ENTRY

Kingston Active is offering a free family swim at Waves Leisure Centre.

Voucher is subject to the following conditions:

- Valid for a free family swim (max 2 adults + 2 children OR 1 adult + 3 children)
- Valid until 31 December 2021
- Maximum of one free family swim per rates notice
- Cannot be exchanged for cash
- Not transferable for any other service/program
- Bookings are subject to any restrictions on max number of persons allowed inside Centre.

All Children under 10 years of age must be supervised by an adult at all times.

Visit kingstonactive.com.au for more information on Waves programming and entry fees.

Property information

PROPERTY ID
100561/8

ADDRESS
261 Nepean Highway,
EDITHVALE VIC 3196

NAME
Gavnoudias Nominees Pty Ltd

WAVES LEISURE CENTRE

111 Chesterville Rd Highett t 9559 7111 e active@kingston.vic.gov.au



M015182602_000364_#0222

BASIS OF ASSESSMENT

Council uses the capital improved system of valuation. The following rates and charges apply:

- general rates, calculated by multiplying the capital improved valuation of the property by the rate-in-the-dollar as set by Council
- a municipal charge, which is a flat amount applied to all rateable land
- a service charge applying to developed residential properties for the collection and disposal of refuse (includes State Government Landfill Levy)

RATE CAPPING

Council has complied with the Victorian Government's rates cap of 1.5%. The cap applies to the average annual increase of rates and charges

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district
- (ii) the application of any differential rate by Council,
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap

PAYMENT OPTIONS

4 instalments: to pay by instalments, the first instalment, (including arrears, if any) must be paid in full on or by 30 September 2021. A reminder notice is issued prior to each subsequent instalment due date. Any part payment made prior or after 30 September, is not recognised as instalment payments, and reminder notices will not be sent out. If the account is not paid in instalments, the balance in full is required by 15 February 2022. If you would like to discuss a payment plan that works best for you, please contact us on 1300 653 356.

Direct Debit: To apply, download the application form at: kingston.vic.gov.au/dd-rates or call Customer Service on 1300 653 356 to obtain the required forms. Payment can only be made from a cheque or savings account

Direct Debit - Existing:

- you are automatically registered for direct debit this year if your banking details have changed you must reapply.
- 10 monthly payments, commencing on 1 September 2021 and concluding on 1 June 2022
- to cancel you must notify Council in writing at least 14 days prior to the next debit date

Direct Debit - New Applicants:

- 10 payments over 10 months, payments commencing on 1 September 2021 and concluding on 1 June 2022
- direct debit application forms must be returned by Monday 17 August 2021 to commence payment

Full/Lump sum Payments: Payment in full must be made on or by 15 February 2022. All arrears, if any, must be paid immediately on receipt of this notice. Please notify Council if you are having difficulty paying.

PENALTIES FOR FAILING TO PAY OR LATE PAYMENT

Interest will be charged from 1 July 2022 in accordance with Section 172 of the Local Government Act 1989 and Section 30 of the Fire Services Property Levy Act 2012, at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 that applies on 1 July 2022.

Instalments: If the first instalment was paid in full by the date it was due, and a subsequent instalment payment is not made or is paid late, interest is calculated on and from the statutory date of the missed instalment and continues to be payable until the payment is made in full. No instalment interest will apply until 1 July 2022.

Full/Lump Sum Payment: If the full/lump sum payment is not received on or by 15 February 2022, interest is calculated on and from the date on which each missed instalment was due and continues to be payable until the payment is made in full. No full/lump sum interest will apply until 1 July 2022.

UNPAID RATES AND CHARGES

Where a rate or charge remains unpaid after it is due for payment, Council may issue proceedings to recover it. In certain circumstances, where rates are more than 3 years overdue, and a court order has been obtained for the amount, Council may sell the property. Any unpaid rate or charge is a charge on the property.

The amounts shown on this notice may not include all amounts outstanding for interest charges on arrears (if applicable), or costs associated with the recovery of overdue rates and charges by legal process. All payments made in respect of these rates and charges will be allocated in the following sequence: 1. legal costs; 2. interest charges; 3. arrears; 4. current Rates and Charges.

RIGHTS OF OBJECTION TO RATE, CHARGE OR VALUATION

Regardless of any objection being made, the rates and charges shown on this notice must be paid by the due date otherwise interest will be charged from 1 July 2022

HOW TO OBJECT TO RATE OR CHARGE
Please contact Council to discuss the matter, alternatively, a person who is aggrieved by a rate or charge imposed by the Council, or by anything included or excluded from such a rate or charge may appeal to the County Court under section 184 Local Government Act 1989.

Any appeal must be lodged with the County Court within 60 days of receiving this notice. A person may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates); or
- that the rate or charge assessed was calculated incorrectly; or
- that the person rated is not liable to be rated.

A person cannot appeal to the County Court where an objection or appeal may be made under the *Valuation of Land Act 1960* (as amended).

HOW TO QUERY YOUR VALUATION

The values described elsewhere in this notice were assessed as at 1 January 2021. The next valuation date is 1 January 2022 and the values will be used in 2022/2023 for rating purposes.

The Valuation may be used for the purposes of a rate or tax levied by another authority. The State Revenue Office uses the site value in assessing land tax. Further information on the use of valuations for land tax can be found on the State Revenue Office website sro.vic.gov.au

To query your valuation go to kingston.vic.gov.au/valuationenquiry or write to Council's Property Data Department, PO Box 1000, Mentone 3194.

HOW TO OBJECT TO YOUR VALUATION

A person who is aggrieved by a valuation has an opportunity to formally object to the valuation within two months from the date of issue of the notice. The grounds of objection are limited and are described in Section 17 of the *Valuation of Land Act 1960*. Valuation objections are processed in accordance with Part III of *Valuation of Land Act 1960* (amended). You will have the opportunity to discuss your objection with the Valuer and you will be required to provide sales or market evidence to support your opinion of value for the valuations assessed at 1 January 2021. If an objector is not satisfied with the outcome or has not heard from the Valuer after 4 months receiving the objection, they may apply to the Victorian Civil Administration Tribunal (VCAT) for review of the decision. Certain circumstances may warrant an application to the Victorian Supreme Court. Any person proposing to pursue this course should consult the *Valuation of Land Act 1960* (as amended). If you wish to formally object to a valuation please visit <https://ratingvaluationobjections.vic.gov.au/> to lodge an objection online.

FIRE SERVICES PROPERTY LEVY

The Victorian Bushfire Royal Commission recommended that a property based Fire Services Property Levy be introduced to replace the old insurance based Fire Levy. The property based levy will be collected with Council rates and all levy money collected will be passed onto the State Government. Please refer to firelevy.vic.gov.au for more information and Frequently Asked Questions (FAQs) and is available in foreign languages from this website.

The Land Classification is determined under the provisions of the Fire Services Property Act 2012. Section 15(5) states that the land use classification (ie residential, commercial, industrial, primary production, public benefit, non-residential vacant land, or exempt) be allocated to a property for levy purposes

Concession: A concession of \$50.00 will be automatically applied to the levy for eligible recipients who are registered for the Pension Rebate for rating purposes. If you are not registered please refer to Pensioner Concessions section on this notice.

Waiver/Deferral: The owner(s) of rateable land may apply for a waiver, deferral or concession in respect of the fire levy amount. The owner(s) of non-rateable land, which is leviable for the fire services levy and classified as residential may apply for a waiver, deferral or concession in respect of the fire levy amount. The levy can only be waived or deferred, if Council rates and charges are also waived or deferred under sections 170, 171 and 171A of the Local Government Act 1989.

PENSIONER CONCESSIONS

A pensioner rate concession will be shown on this notice where a ratepayer has previously established his or her eligibility with Council to receive a rates concession. A pensioner in receipt of a rates concession, whose circumstances have changed regarding entitlement to receive a pension, is required to notify Council.

If you are a pensioner in possession of an eligible card (listed below) and are not currently receiving a concession on your rates, please complete an 'Application for Concession on Municipal Rates and Charges' which is available at any of Council's Customer Care Centres. Applications will be received between 1 July 2021 to 30 June 2022.

Eligible Cards: Centrelink or Department of Veterans' Affairs Pensioner Concession Card or Department of Veterans' Affairs Gold Card specifying War Widow or Department of Veterans' Affairs Gold Card specifying TPI

CHANGE OF ADDRESS/OWNERSHIP

Council must be notified in writing of any change to ownership and / or address as liability for payment of rates continues with the ratepayer listed on Council records.

CORRESPONDENCE

Please do not attach correspondence to your payment, but forward separately to: City of Kingston, PO Box 1000, MENTONE VIC 3194

DIFFERENTIAL RATES

For more information about differential rates, see kingston.vic.gov.au/ratingstrategies



People of all languages can now contact Kingston's Language Line on one number 131 450

Ελληνικά

Εάν χρειάζεστε βοήθεια στην Αγγλική γλώσσα, παρακαλώ τηλεφωνήστε την υπηρεσία Διατηρητών μας στον αριθμό 131 450, επιλέξτε το όνομα του οργανισμού ως City of Kingston και παρατήστε τον αριθμό μας 1300 653 356

Italiano

Se avete bisogno di assistenza linguistica, per favore contattate il servizio d'assistenza al numero 131 450, indicate il dato organizzativo come City of Kingston e comunicate il nostro numero telefonico 1300 653 356.

русский

Если вам нужна информация по поводу оплаты налогов по названию телефонной линии по службе поддержки 131 450, указать что организация - Kingston и дать наш номер телефона 1300 653 356.

Tiếng Việt

Nếu bạn cần sự hỗ trợ về ngôn ngữ, vui lòng gọi cho dịch vụ phiên dịch của chúng tôi theo số điện thoại 131 450, nói rõ số chức là the City of Kingston và báo số điện thoại của chúng tôi là 1300 653 356

中文

如果您需要语言帮助, 请致电131 450致电我们的白话服务, 将机构名称为金斯顿, 并告诉我们电话号码1300 653 356.

FINANCIAL HARDSHIP

If you are experiencing financial hardship please contact us to discuss payment options and/or an application under hardship provisions on 1300 653 356 or info@kingston.vic.gov.au

pay online quick and secure

kingston.vic.gov.au/pay

BPPOINT bpoint.com.au
Visa & MasterCard only

BPAY contact your bank or financial institution to make this payment.

Post Billpay click the link at kingston.vic.gov.au/payrates

See front of notice for biller code and reference number.

OTHER PAYMENT METHODS

BY DIRECT DEBIT

Available from cheque or savings accounts only

Download the application form kingston.vic.gov.au/dd-rates or 1300 653 356

BY BPAY

Contact your bank or financial institution to make this payment.

See front of notice for BPAY biller code and reference number.

BY PHONE

BPPOINT 1300 276 468
Visa & MasterCard only

POST Billpay 13 18 16
Credit card payments only

See front of notice for your biller code and reference number

IN PERSON

Payment can be made at Australia Post or any Kingston Customer Service office

Payment can be made by cash, cheque or money order (payable to City of Kingston) or debit/credit card. Credit cards accepted: Visa, MasterCard, Amex

BY MAIL

Detach payment slip, attach cheque (payable to City of Kingston) and mail to:

CITY OF KINGSTON
PRIVATE BAG 5555
MOORABBIN BUSINESS CENTRE, MOORABBIN VIC 3169

Roads Certificate



PROPERTY DETAILS

Property Address: 261 Nepean Highway EDITHVALE VIC 3196

Title Particulars: Vol 8362 Fol 824

Vendor: GAVNOUDIAS NOMINEES PTY LTD

Purchaser: N/A

Certificate No: 72750346

Date: 15/02/2022

Matter Ref: 21-13312

GAVNOUDIAS

NOMINEES PTY LTD

Client: Dimitra Iatrou & Associates



MUNICIPALITY

KINGSTON



ADVICE OF APPROVED VICROADS PROPOSALS

VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

Dye & Durham Property Pty Ltd ACN 089 586 872. All rights reserved. Dye & Durham and the Dye & Durham logo are the property of Dye & Durham Limited.

Disclaimer: Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.

Property Clearance Certificate

Taxation Administration Act 1997



DIMITRA IATROU & ASSOCIATES VIA DYE & DURHAM
 PROPERTY PTY LTD
 LEVEL 20, 535 BOURKE STREET
 MELBOURNE VIC 3000

Your Reference: 72750346:109826581
 Certificate No: 51456484
 Issue Date: 11 FEB 2022
 Enquiries: ESYSPROD

Land Address: 261 NEPEAN HIGHWAY EDITHVALE VIC 3196

Land Id	Lot	Plan	Volume	Folio	Tax Payable
714635	1	254186	8362	824	\$5,291.25

Vendor: GAVNOUDIAS NOMINEES PTY LTD
 Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
GAVNOUDIAS D & S FAMILY TRUST	2022	\$730,000	\$5,291.25	\$0.00	\$5,291.25

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
 Commissioner of State Revenue

CAPITAL IMP VALUE:	\$730,000
SITE VALUE:	\$730,000
AMOUNT PAYABLE:	\$5,291.25



Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 51456484

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only


LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP


Land Tax = \$1,625.00

Taxable Value = \$730,000

Calculated as \$975 plus (\$730,000 - \$600,000) multiplied by 0.500 cents.

Property Clearance Certificate - Payment Options

BPAY	
	Billor Code: 5249 Ref: 51456484
Telephone & Internet Banking - BPAY [®]	
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	
www.bpay.com.au	

CARD	
	Ref: 51456484
Visa or Mastercard	
Pay via our website or phone 13 21 61. A card payment fee applies.	
sro.vic.gov.au/paylandtax	

Warning: The Retail Leases Act 2003 may apply to this Renewal of Lease



COPYRIGHT
Law Institute of Victoria
(2004)

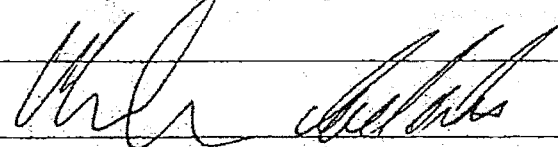
**RENEWAL OF
LEASE OF REAL ESTATE**
(WITH GUARANTEE & INDEMNITY)
(Commercial Property)

Premises: 261 Nepean Highway, Edithvale Vic 3196

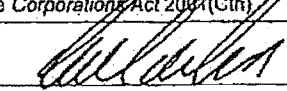
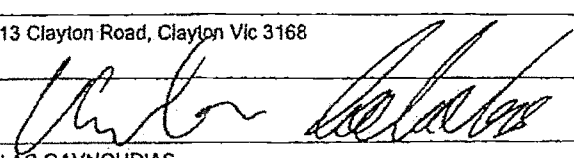
Since the Tenant has exercised the option for renewal of the Original Lease, the Landlord leases the Premises to the Tenant for the Term and at the Rent and on the conditions set out in this document

The Guarantor, if any, agrees to be bound by the Guarantor's obligations set out in this document .

EXECUTED AS A DEED ON:


Date: 28/03/2020 

EXECUTION & ATTESTATION
LANDLORD

Executed by GAVNOUDIAS NOMINEES PTY. LTD, A.C.N. 006 618 671 in accordance with section 127 of the Corporations Act 2006 (Cth)	
Director	
Print Name	CON GAVNOUDIAS
Print usual address	213 Clayton Road, Clayton Vic 3168
Director	
Print Name	VLAS GAVNOUDIAS
Print usual address	9 Passchendaele Street, Hampton Vic 3188


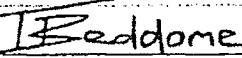
EXECUTION & ATTESTATION

TENANT

Executed by TB PODIATRY 2 PTY. LTD. A.C.N. 630 274 190 in accordance with section 127(1) of the Corporations Act 2001(Cth)	
Sole director and sole company secretary	
Print Name	SAMUEL RILEY ARMSTRONG
Print usual address	62 Ulupna Road, Ormond Vic 3204

EXECUTION & ATTESTATION

GUARANTOR

Signed, sealed and delivered by the said SAMUEL RILEY ARMSTRONG in the presence of: 	
Witness	
Print name	Tess Beddome
Print usual address	62 Ulupna Road, Ormond Vic 3204

1 DEFINITIONS AND INTERPRETATION

This document is to be interpreted according to the following rules.

- 1.1 The listed expressions appearing in bold print and commencing with a capital letter have the meanings set out opposite them:

EXPRESSION	MEANING
Act	Retail Leases Act 2003.
Guarantee	the guarantee and indemnity in respect of the Tenant's obligations under the Original Lease given by the Guarantor .
Guarantor	the person named in Item 3 .
Item	an Item in the schedule to this document.
Landlord	the person named in Item 1 , or any other person who will be entitled to possession of the Premises when the Term of this lease ends.
Original Lease	the Lease a copy of which is attached or as otherwise identified in Item 4 .
Premises	the premises specified in Item 4
Rent	the amount in Item 6 , or as varied in accordance with this document.
Tenant	the person named in Item 2 , or any person to whom the renewed lease is subsequently transferred.
Term	the period stated in Item 5 .

- 1.2 Unless otherwise specified, the words and phrases used in this document have the same meaning as in the **Original Lease**.
- 1.3 If the tenant named in the **Original Lease** is not the **Tenant**, then the **Premises**, by virtue of a previous transfer(s), were transferred to the **Tenant** for the residue of the term of the **Original Lease**.
- 1.4 The **Landlord** (even if not named as the landlord in the **Original Lease**) is now the person entitled to take possession of the **Premises** if the tenancy ends.
- 1.5 References to laws include regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with Jurisdiction over the premises. Illegal means contrary to a law as defined in this sub-clause.
- 1.6 This document must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this document does not comply with any law, then the

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, then it must be severed from the rest of the document.

- 1.7 The law of Victoria applies to this document.
- 1.8 Any change to this document must be in writing and signed by the parties.
- 1.9 An obligation imposed by this document on or in favour of more than one person binds or benefits all of them jointly and each of them individually.
- 1.10 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.11 If the Landlord, Tenant or Guarantor is an individual, this document binds that person's legal personal representative. If any of them is a corporation, this document binds its transferees.
- 1.12 This document is delivered and operates as a deed.

2 TENANT'S OBLIGATIONS

The Tenant must pay the Rent without any deductions to the Landlord on the days and in the way stated in the Original Lease. No demand for Rent is necessary and the Landlord may direct in writing that the Rent be paid to another person.

3 GENERAL AGREEMENTS

- 3.1 The lease formed by this document is granted subject to and with the benefit of the same Tenant's and Landlord's rights obligations and agreements as are contained in the Original Lease except:
 - 3.1.1 for the new Term and Rent; and,
 - 3.1.2 that its provisions are now deleted or changed in the specific manner set out in Item 8.
- 3.2 The Landlord and the Tenant now agree to respectively perform and observe all the rights obligations and agreements in the Original Lease as if they were now repeated in full and with only such changes necessary to make them applicable to this document and specifically the changes made by this document.

4 GUARANTEE

The Guarantor now agrees that:

- 4.1 the Tenant's obligations and agreements under the Original Lease, as renewed and varied by this document, are subject to and form part of the moneys and obligations the payment and performance of which are guaranteed to the Landlord by the Guarantor under the Guarantee and,
- 4.2 if the Tenant does not perform or observe any of its obligations and agreements under this document, the provisions of the Guarantee apply to them as if the terms of this document were incorporated in the Original Lease at the time it was executed.

5 ADDITIONAL PROVISIONS

Any additional provisions set out in Item 9:

- 5.1 bind the parties; and
- 5.2 if inconsistent with any other provisions of this document, override them.

6 **FURTHER RENEWAL**

If the whole of the Act applies to this lease and if there is a further option for renewal of the Original Lease specified in Item 7 then the latest date for exercising the option is the date specified in Item 7.

7 **RETAIL PREMISES LEASE**

If this lease is a retail premises lease to which the provisions of the Act apply then the parties agree and acknowledge that all of the provisions of this Lease are to be read subject to the provisions of the Act and, to the extent of any inconsistency, the provisions of the Act prevail.

8 **GST**

- 8.1 Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.
- 8.2 Amounts payable and consideration provided under or in respect of this lease are GST exclusive.
- 8.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this document.
- 8.4 An amount payable by the Tenant in respect of a creditable acquisition by the Landlord from a third party must not exceed the sum of the value of the Landlord's acquisition and the additional amount payable by the Tenant under clause 8.3 on account of the Landlord's GST liability.
- 8.5 A party is not obliged, under clause 8.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

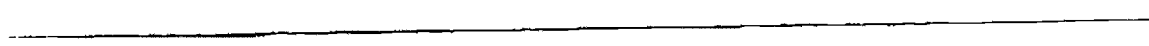
SCHEDULE

Item 1 [Clause 1.1]	Landlord	GAVNOUDIAS NOMINEES PTY. LTD. A.C.N. 006 618 971 ATF DIMITRIOS AND SOTIRIA GAVNOUDIAS FAMILY TRUST of 213 Clayton Road, Clayton Vic 3168
Item 2 [Clause 1.1]	Tenant	TB PODIATRY 2 PTY. LTD. A.C.N. 630 274 190 ATF THE ARMSTRONG FAMILY TRUST of 261 Nepean Highway, Edithvale Vic 3196
Item 3 [Clause 1.1]	Guarantor	SAMUEL RILEY ARMSTRONG of 62 Ulupna Road, Ormond Vic 3204
Item 4 [Clause 1.1]	Original Lease	Dated: 23 December 2015 as transferred and varied pursuant to a Transfer and Variation of Lease dated 29 March 2019 (copies annexed). Premises: 261 Nepean Highway, Edithvale Vic 3196
Item 5 [Clause 1.1]	Term of the renewed lease	Five (5) years starting on 1 May 2020 and ending on 30 April 2025
Item 6 [Clause 1.1]	Rent	(i) During the first year of the Term \$38,896.20 per annum (\$3,241.35 calendar monthly in advance) plus GST. (ii) During each successive year respectively of the Term the Rent shall be increased by 5% per annum.
Item 7 [Clause 6]	Number and duration of further term(s) Latest Date for Exercising Option	One (1) further term of five (5) years. 31 January 2025
Item 8 [Clause 3.1]	Variations	
Item 9 [Clause 5]	Additional Provisions:-	

ANNEXURE

Lease dated 23 December 2015
Transfer and Variation of Lease dated 29 March 2019

1. The leasehold interest in the land described in the Schedule to the Lease dated 23 December 2015 is hereby transferred to the Lessee on the terms and conditions set out in the Lease dated 23 December 2015 and the Variation of Lease dated 29 March 2019.



GAVNOUDIAS NOMINEES PTY LTD (ACN 006 618 971)

: Landlord

BAYSIDE PODIATRY PTY LTD (ACN 074 113 670)

: Old Tenant

TB PODIATRY 2 PTY LTD (ACN 630 274 190) ATF THE ARMSTRONG FAMILY TRUST

: New Tenant

RUSSELL JOHN DOVISON & SIOBHAN CYBELE DOVISION

: Old Tenant's
Guarantor

SAMUEL RILEY ARMSTRONG

: New Tenant's
Guarantor

261 NEPEAN HIGHWAY, EDITHVALE, VIC, 3196

: Premises

Transfer and Variation of Lease

GIGLIOTTI LAWYERS
13/2 CENTRAL AVENUE,
MOORABBIN, VIC, 3189

Tel: 9939 7836

Email: roger@gigliottilawyers.com.au

Ref: 18/0900

This document has been prepared by the Law Institute of Victoria for use by solicitors only.

As it may need to be added to or amended to ensure its suitability for a particular transaction
it should only be used by a solicitor.



TRANSFER OF LEASE

DATED: This 29th day of March 2019

LEASE: **Date:** 23 December 2015

Premises: 261 Nepean Highway, Edithvale, Victoria 3196

Period: Five (5) years commencing on 1 May 2015

Option: One (1) further term of Five (5) years
One (1) additional further term of Five (5) years
as set out in clause 15.

LANDLORD: **GAVNOUDIAS NOMINEES PTY LTD (ACN 006 618 971)**
Of: 213 Clayton Road, Clayton, Victoria 3168

OLD TENANT: **BAYSIDE PODIATRY PTY LTD (ACN 074 113 670)**
Of: 261 Nepean Highway, Edithvale, Victoria 3196

NEW TENANT: **TB PODIATRY 2 PTY LTD (ACN 630 274 190) ATF THE
ARMSTRONG FAMILY TRUST**
Of: 261 Nepean Highway, Edithvale, Victoria 3196

**TRANSFER
DATE:** 29 March 2019

**OLD TENANT'S
GUARANTOR:** **RUSSELL JOHN DOVISON & SIOBHAN CYBELE
DOVISION**
Of: 17 Staniland Grove, Elsternwick, Victoria 3185

**NEW TENANT'S
GUARANTORS:** **SAMUEL RILEY ARMSTRONG**
Of: 62 Ulupna Road, Ormond, Victoria 3204

Each of the descriptions on this page has the same meaning in the following pages and appears in bold print commencing with a capital letter.

1. TRANSFER

- 1.1 The Old Tenant transfers the Lease to the New Tenant with all Options. The New Tenant will hold the Lease from the Transfer Date.
- 1.2 If the Old Tenant is not the tenant named in the Lease, the Old Tenant promises that it has become the tenant by previous valid transfers of the Lease.

2. VALIDITY OF LEASE

The Old Tenant promises that on the Transfer Date the Lease and the Options are valid and no changes have been made to them.

3. NEW TENANT ACCEPTS OBLIGATIONS

The New Tenant must pay the rent and do everything else required by the Lease for the remainder of the Lease and during any period it stays in possession after it ends.

4. INDEMNITY BY NEW TENANT

The New Tenant indemnifies the Old Tenant against liability for breaches of the Lease by the New Tenant.

5. OLD TENANT STILL LIABLE

Unless section 62 of the Retail Leases Act 2003 or the Lease requires otherwise, this transfer does not end the obligations of the Old Tenant under the Lease; those obligations continue until the end of the Lease, but do not continue into any period of over-holding after this Lease ends, nor into any renewed term.

6. OLD TENANT'S GUARANTOR STILL LIABLE

Unless section 62 of the Retail Leases Act 2003 or a guarantee or indemnity given by the Old Tenant requires otherwise, this transfer does not end the obligations of the Old Tenant's Guarantor under any guarantee or indemnity; those obligations continue until the end of the Lease, but do not continue into any period of over-holding after the Lease ends, nor into any renewed term.

7. LANDLORD'S PROMISES

The Landlord —

- 7.1 promises that, if it is not the Landlord named in the Lease, it is now the person entitled to take possession of the Premises if the Lease ends,
- 7.2 promises that the Lease and Options are valid and that no changes have been made to them,
- 7.3 consents to this transfer, and
- 7.4 agrees not to take any action against the Old Tenant before the Transfer Date which would harm the New Tenant's rights.

8. GUARANTEE AND INDEMNITY

8.1 The New Tenant's guarantor -

- 8.1.1 guarantees that the Tenant will perform all its obligations under the Lease for the Term and any renewed term or terms and during any period of overholding after the end of the Term
-

- 8.1.2 must pay on demand any amount which the Landlord is entitled to recover from the Tenant under the Lease whether in respect of the Term, any further term or further terms or any period of overholding, and
- 8.1.3 indemnifies the Landlord against all loss resulting from the Landlord having entered into this transfer of the Lease whether from the Tenant's failure to perform its obligations under it or from the lease being or becoming unenforceable against the Tenant and whether in respect of the Term, any renewed term or terms or any period of overholding.
- 8.2 The liability of the New Tenant's guarantor will not be affected by –
 - 8.2.1 the Landlord granting the Tenant or a guarantor time or any other indulgence, or agreeing not to sue the Tenant or another guarantor,
 - 8.2.2 failure by any person named as New Tenant's guarantor to sign this document,
 - 8.2.3 transfer (except in accordance with the Act, if the Act applies) or variation of the lease, but if the lease is transferred the New Tenant's guarantor's obligations, other than those which have already arisen, end when the term ends and do not continue into a term renewed by a new tenant nor a period of overholding by a new tenant,
 - 8.2.4 the fact that the lease is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or
 - 8.2.5 transfer of the freehold of the premises.
- 8.3 The New Tenant's guarantor agrees that
 - 8.3.1 the Landlord may retain all money received including dividends from the Tenant's bankrupt estate, and need allow the New Tenant's guarantor a reduction in its liability under this guarantee only to the extent of the amount received,
 - 8.3.2 the New Tenant's guarantor must not seek to recover money from the Tenant to reimburse the New Tenant's guarantor for payments made to the Landlord until the Landlord has been paid in full,
 - 8.3.3 the New Tenant's guarantor must not prove in the bankruptcy or winding up of the tenant for any amount which the Landlord has demanded from the New Tenant's guarantor, and
 - 8.3.4 the New Tenant's guarantor must pay the Landlord all money which the Landlord refunds to the Tenant's liquidator or trustee in bankruptcy as preferential payments received from the Tenant.
- 8.4 If any of the Tenant's obligations are unenforceable against the Tenant, then this clause is to operate as a separate indemnity and the New Tenant's guarantor indemnifies the Landlord against all loss resulting from the Landlord's inability to enforce performance of those obligations. The New Tenant's guarantor must pay the Landlord the amount of the loss resulting from the unenforceability.
- 8.5 If there is more than one person named as the new tenant's guarantor, this guarantee binds them separately, together and in any combination.

9. **ACKNOWLEDGEMENT BY OLD TENANT'S GUARANTOR**

The Old Tenant's Guarantor, by signing this transfer, acknowledges that its obligations to guarantee the Old Tenant continue, except to the extent required by section 62 of the Retail Leases Act 2003 or any guarantee or indemnity given by the Old Tenant's Guarantor.

10. SIGNED COUNTERPARTS

The New Tenant must provide one signed copy of this transfer for each person named on page one.

11. CONSENTS

The Old Tenant must obtain the necessary consents to the transfer, and must get the Landlord to sign it. It must do so at its own expense.

12. INTERPRETATION

This transfer is binding on —

12.1 individuals, executors and administrators

12.2 corporations, liquidators and administrators

12.3 anyone to whom the persons affected by this transfer of lease transfer their rights under it.

In interpreting this transfer —

12.4 singular words include plural and vice versa, and

12.5 words expressed in one gender include all genders.

12.6 "GST" has the same meaning as when used in the GST Act and "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999*, and

12.7 "tenant" means the person from time to time holding the premises as tenant under the lease and includes (without limitation) the new tenant.

13. OBLIGATIONS JOINT AND INDIVIDUAL

If any person named on page one is made up of more than one individual or corporation, they must all perform their obligations under this transfer jointly and each individual must also perform them.

14. GST

14.1 Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.

14.2 Amounts payable and consideration provided under or in respect of this transfer of lease are GST exclusive.

14.3 The recipient of a taxable supply made under or in respect of this transfer of lease must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this document.

14.4 An amount payable by a party in respect of a creditable acquisition by the Landlord from a third party must not exceed the sum of the value of the Landlord's acquisition and the additional amount payable by the first party under clause 14.3 on account of the Landlord's GST liability.

14.5 A party is not obliged, under clause 14.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

15. VARIATION OF LEASE

- 15.1 Item 18 of the Schedule to the Lease is hereby varied to the extent that the Lease shall now contain Two (2) further terms of Five (5) years each instead of One (1) further term of five years.
- 15.2 Item 16(c) of the Schedule to the Lease is hereby varied to the extent that as to the Further Term(s) subclause (c) shall have the following dates added to those already in existence:
"1st May 2026, 1st May 2027, 1st May 2028 and 1st May 2029".
- 15.4 Item 19 of the Schedule to the Lease is hereby varied to the extent that, as to the earliest date, it shall now read:
"31/01/2020 and 31/01/2025"; and as to the latest date:
"28/02/2020 and 28/02/2025".

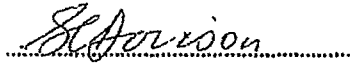
EXECUTED AS A DEED

Execution & Attestation:

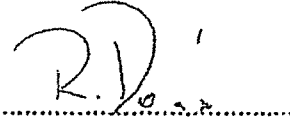
EXECUTION BY THE OLD TENANT:

EXECUTED by BAYSIDE PODIATRY PTY LTD (ACN 074 113 670)

In accordance with section 127(1) of the *Corporations Act 2001*



Signature of director/sole director and
sole company secretary



Signature of director/secretary

SIOBHAN DOVISON

Name of director/sole director and
sole company secretary (please print)

RUSSELL DOVISON

Name of director/secretary
(please print)

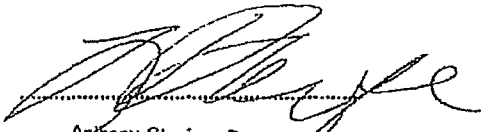
EXECUTION BY THE OLD TENANT'S GUARANTORS:

SIGNED SEALED AND DELIVERED)
by the said RUSSELL JOHN DOVISON:)
)



Russell John Dovison

In the presence of:



Anthony Stephen Donnellan Balfe

Witness Full Name (please print)

SIGNED SEALED AND DELIVERED)
by the said SIOBHAN CYBELE DOVISON:)
)





Siobhan Cybele Dovison

In the presence of:



Anthony Stephen Donnellan Balfe

Witness Full Name (please print)


EXECUTION BY THE NEW TENANT:

EXECUTED by

TB PODIATRY 2 PTY LTD (ACN 630 274 190)

ATF THE ARMSTRONG FAMILY TRUST

In accordance with section 127(1) of the Corporations Act 2001



Signature of director/sole director and
sole company secretary

Signature of director/secretary

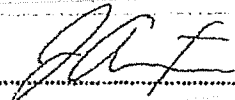
SAM ARMSTRONG

Name of director/sole director and
sole company secretary (please print)

Name of director/secretary
(please print)

EXECUTION BY THE NEW TENANT'S GUARANTOR:

SIGNED SEALED AND DELIVERED)
by the said SAMUEL RILEY ARMSTRONG)


Samuel Riley Armstrong

In the presence of:

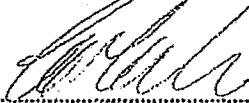
Tess Beddome

Witness Full Name (please print)

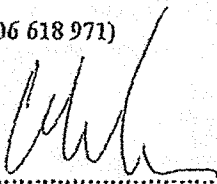
EXECUTION BY LANDLORD:

EXECUTED by GAVNOUDIAS NOMINEES PTY LTD (ACN 006 618 971)

In accordance with section 127(1) of the Corporations Act 2001



Signature of director/sole director and
sole company secretary



Signature of director/secretary

CON GAVNOUDIAS

Name of director/sole director and
sole company secretary (please print)

VLAS GAVNOUDIAS

Name of director/secretary
(please print)

solicitors only and is not designed for sale to the public. It may require to be added to or amended to ensure its suitability for a particular transaction. For that reason this document should only be used by a solicitor.



LAW
INSTITUTE
VICTORIA

Lease of Real Estate

with Guarantee & Indemnity (Commercial Property)

Important notices to the person preparing this lease

This lease is in a standard form. You may need to make changes to vary the agreement on the landlord/tenant and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations and/or additions to agree with the instructions you have received. You should note the warranty in clause 22 and any other alterations to the lease conditions in schedule 22 and note in the lease conditions if the lease is one to which the *Retail Leases Act 2003* (Vic) applies. The parties should refer to that Act for important rights and obligations that are not set out in this lease.

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SCHEDULE

Important notice to the person completing this schedule

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 22 and record any deletions, alterations and/or additions to the standard lease conditions as additional provisions in item 22 and not in the lease conditions.

- Item 1
1.1] Landlord:
GAVNOUDIAS NOMINEES PTY LTD (ACN 006 618 971)
Of 213 Clayton Road, Clayton Vic 3168
- Item 2
1.1] Tenant:
BAYSIDE PODIATRY PTY LTD (ACN 074 113 670)
C/- 261 Nepean Highway, Edithvale Vic 3196
- Item 3
1.1] Guarantor/s:
RUSSELL JOHN DOVISON of 17 Staniland Grove, Elsternwick Vic 3185

AND

SIOBHAN CYBELE DOVISON of 17 Staniland Grove, Elsternwick Vic 3185
- Item 4
1.1] (a) Premises:
261 Nepean Highway, Edithvale Vic 3196

(b) Land:
Lot 1 on TP254186
- Item 5
1.1] Landlord's installations:
All existing fixtures and fittings, w/w carpets, electric light fittings and gas space heater as inspected by the tenant
- Item 6
1.1] Rent:
\$32,000.00 per annum (\$2,666.66 per calendar month) plus GST
- Item 7
1.1] Tenant's installations:
Non-structural fixtures and fittings as installed from time to time by the tenant
- Item 8
1.1] Term of the lease:
Five (5) years commencing on 01/05/2015
- Item 9
1.1] How rent is to be paid:
To be paid on the 1st day of every month in advance to the landlord's agent or as directed

em 10 Building outgoings which the tenant must pay or reimburse:
.1, Tenant's proportion of building outgoings –
1.2,
1.5 & Council and Water Authority rates including excess water charges and levies
4) together with all charges associated with the operation of the tenant's business
including all gas, electricity and telephone charges excluding Land Tax.

Premises consist of only a part of the lettable area of the building
N/A

em 11 Risks which the insurance policies must cover:*

.1 & ◦ Fire
2) ◦ Floor
◦ Lightning
◦ Storm and tempest
◦ Explosion
◦ Riots and civil commotion
◦ Strikes
◦ Malicious damage
◦ Earthquake
◦ Impact by vehicles
◦ Impact by aircraft and articles dropped from them
◦ Internal floor water
◦ Plate glass
◦ Debris removal
and such other risks as the landlord reasonably requires from time to time.

em 12 Amount of public risk insurance cover:
.1 & \$10,000,000.00 or other amount reasonably specified from time to time by the landlord.
3.1)

em 13 Period of loss of rent and outgoings insurance:
.1) Twelve (12) months.

em 14 Interest rate on overdue money:
.1.7) 2% per annum more than the rate from time to time fixed by the *Penalty Interest Rates Act* 1983 (Vic).

em 15 Permitted use:
.1.2.1) Podiatry practice.

.14) Application of Act:
The Act does apply.

em 16
.1.1,
L, 18]

Review date(s):
Term

(a) Market review date(s):
N/A

(b) CPI review date(s):
N/A

(c) Fixed review date(s) and percentage or fixed amount increases:
5% increase per annum on 1st May 2016, 1st May 2017, 1st May 2018 and 1st May 2019

Further term(s)

(a) Market review date(s):
N/A

(b) CPI review date(s):
N/A

(c) Fixed review date(s) and percentage or fixed amount increases:
5% per annum on 1st May 2021, 1st May 2022, 1st May 2023 and 1st May 2024

em 17
.1.1,
L, 18]

Who may initiate reviews:

Market review: N/A

CPI review: N/A

Fixed review: Review is automatic

em 18
.2]

Further term(s):
One (1) further term of Five (5) years

em 19
.2]

Earliest and latest dates for exercising option for renewal:

Earliest date: 31/01/2020

Latest date: 28/02/2020

em 20
.3]

Security deposit:
Bond equivalent to one (1) month rental (at the commencement of the term \$2,666.66 per calendar month plus GST) updated in accordance with the review of the rent.

em 21
6.1]

The mediation procedure applies to this lease

em 22
!1]

Additional provisions:
[If you wish any additional provisions to be treated as an essential term, you need to state that it is to be treated as an essential term for the purposes of clause 7.5]

The landlord leases the premises to the tenant for the term at the rent and on the conditions set out in this lease together with all necessary access over any common areas.

The guarantor, if any, agrees to be bound by the guarantor's obligations set out in this lease.

Lease Conditions

DEFINITIONS AND INTERPRETATION

1.1 The listed expressions in bold print have the meaning set out opposite them -

EXPRESSION	MEANING
accounting period	the period of 12 months ending 30 June or other period of 12 months adopted by the landlord in respect of this lease for recovery of building outgoings and includes any broken periods at the start and end of the term
Act	the <i>Retail Leases Act 2003 (Vic)</i>
building	any building in which the premises are located, including the landlord's installations
building outgoings	<p>any of the following expenses (excluding capital expenses and expenses whose recovery from the tenant would be contrary to applicable legislation) incurred in respect of the land, the building, the premises or any premises in the building which include the premises -</p> <ul style="list-style-type: none">(a) rates, levies and assessments imposed by any relevant authorities;(b) taxes including land tax (unless the Act applies), calculated on the basis that the land is the only land of the landlord liable to tax and is not subject to a trust but excluding income tax and capital gains tax;(c) the costs of maintaining and repairing the building and the landlord's installations and carrying out works as required by relevant authorities (but excluding any amount recovered in respect of maintenance or repair by the landlord from its insurer);(d) premiums and charges for the following insurance policies taken out by the landlord -<ul style="list-style-type: none">(i) damage to and destruction of the premises for their replacement value for the risks listed in item 11,(ii) removal of debris,(iii) breakdown of landlord's installations,(iv) breakage of glass,(v) public risk for any single event for the amount stated in item 12 (if none is stated, \$10 million) or other amount reasonably specified from time to time by the landlord, and(vi) loss of rent and outgoings for the period stated in item 13 or, if none is stated, 12 months,and excesses paid or payable on claims, <p>and, if the premises occupy only a part of the lettable area of the building, the following further items -</p> <ul style="list-style-type: none">(e) costs incurred in providing services to the building and the land including -<ul style="list-style-type: none">(i) heating,(ii) cooling,(iii) air-conditioning,(iv) cleaning,(v) pest control,(vi) waste collection,(vii) lighting,(viii) landscaping and garden maintenance,(ix) security, and(x) fire safety prevention, detection and control;(f) accountancy and audit fees; and(g) costs of whatever description, reasonably incurred by the landlord in the administration, management or operation of the building and the land, <p>whether incurred by the landlord directly or as owners corporation levies, at cost to the landlord on the basis that an expense is deemed to have been paid at the time it fell due for payment</p>

Lease of Real Estate

[Do not attach to lease — see notes below]



Notice of landlord's intention to offer a renewal of lease

(Retail Leases Act 2003 (Vic) s64(2)(a))

TO:
PREMISES:
LEASE DATED: / /
TAKE NOTICE that you are offered a renewal of the lease on the terms set out in this notice. Terms of proposed lease Lease term: Years Commencing rent: \$ Per annum and otherwise on the same terms as the present lease This offer is incapable of revocation for 60 days after it is made except with your consent. If you wish to accept this offer you must do so in writing within 60 days after the date on which the offer is made.
DATED: / /
..... Landlord

NOTES:

1. This form is not appropriate where the tenant has an option for renewal.
2. This form of notice must not be attached to the lease.
3. If the tenant does not have an option for renewal the landlord must give to the tenant, not more than 12 nor less than 6 months before the lease ends, notice in accordance with section 64(2) offering renewal or informing the tenant that the landlord does not propose to offer a renewal.
4. This form should only be used if the landlord intends to offer renewal.
5. Note the requirement of section 26(1) to provide a disclosure statement within 14 days after the date on which the parties agree to renew.

Lease of Real Estate

to not attach to lease — see notes below]



LAW
INSTITUTE
VICTORIA

Notice of landlord's intention not to offer a renewal of lease

Retail Leases Act 2003 (Vic) s64(2)(b)

TO:

REMISES:

LEASE DATED: / /

TAKE NOTICE that the landlord of the premises does not propose to offer you a renewal of the lease.

The term of the lease will end on / / (insert date)

DATED: / /

Landlord

NOTES:

- . This form is not appropriate where the tenant has an option for renewal.
- . This form of notice must not be attached to the lease.
- . If the tenant does not have an option for renewal the landlord must give to the tenant, not more than 12 nor less than 6 months before the lease ends, notice in accordance with section 64(2) offering renewal or informing the tenant that the landlord does not propose to offer a renewal.
- ! This form should only be used if the landlord does not intend to offer a renewal.
- i. If the notice is given late, the date specified as the date the lease will end must take account of section 64(4)(b).

Lease of Real Estate

Do not attach to lease — see notes below



Notification of dates before and after which option cannot be exercised

Retail Leases Act 2003 (Vic) s28(1)

TO:

REMISES:

LEASE DATED: / /

THE LANDLORD notifies you that the option to renew this lease cannot be exercised before / / (insert date)

or after / / (insert date).

DATED: / /

Landlord

ACKNOWLEDGEMENT

The tenant acknowledges having received this notification on / / (insert date received)

ACKNOWLEDGEMENT DATED: / /

Tenant

NOTES:

1. This form is only appropriate where the tenant has an option for renewal.
2. This form of notification must not be attached to the lease.
3. If the lease contains an option for renewal the notification must be effected at least 6 months but not more than 12 months before the date after which the option is no longer exercisable.
Refer to *Xiao v Perpetual Trustee Company Ltd and Anor* (2008) VSC 412 in relation to the need to ensure that the notification actually

- comes to the notice of the tenant not less than 6 months before the date specified as the date after which the option cannot be exercised.
4. If the notice is given late, the dates specified must take account of section 28(2).
5. If the tenant does not have an option for renewal the landlord must give to the tenant, not more than 12 nor less than 6 months before the lease ends, notice in accordance with section 64(2) offering renewal or informing the tenant that the landlord does not propose to offer a renewal.

that each may be represented by a legal practitioner or legal practitioners of its choice.

GST

- 17.1 Expressions used in this clause 17 and in the GST Act have the same meanings as when used in the GST Act unless the context requires otherwise.
- 17.2 Amounts specified as payable under or in respect of this lease are expressed exclusive of GST.
- 17.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time payment for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of entry into this lease.
- 17.4 An amount payable by the tenant in respect of a creditable acquisition by the landlord from a third party must not exceed the sum of the value of the landlord's acquisition and the additional amount payable by the tenant under clause 17.3 on account of the landlord's liability for GST.
- 17.5 A recipient of supply is not obliged, under clause 17.3, to pay the GST on a taxable supply to it under this lease, until given a valid tax invoice for it.

CONSUMER PRICE INDEX

- 18.1 On a CPI review date, the rent is adjusted by reference to the Consumer Price Index using the following formula -

$$AR = R \times \frac{CPIB}{CPIA}$$

Where: "AR" means adjusted rent,

"R" means rent before adjustment,

"CPIB" means the Consumer Price Index number for the quarter immediately preceding the CPI review date; and

"CPIA" means the Consumer Price Index number for the quarter immediately preceding the most recent earlier review date or, where there is no earlier review date, the quarter immediately preceding the start of the term.

- 18.2 If CPIB is not published until after the CPI review date, the adjustment is made when it is published but the adjustment takes effect from the relevant CPI review date. In the meantime, the tenant must continue to pay the rent at the old rate and, when the adjustment is made, the tenant must immediately pay any deficiency or the landlord must immediately repay any excess.
- 18.3 If the base of the Consumer Price Index is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.
- 18.4 Unless the Act applies and requires otherwise, if the Consumer Price Index is discontinued or suspended, then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculation which the President of the Australian Property Institute, Victorian Division (acting as an expert and not as an arbitrator), determines is appropriate in the circumstances. This determination is binding.
- 18.5 Unless the Act applies, the adjustment is not made if it would result in a decrease in the rent payable.

I. IF PREMISES ONLY PART OF THE LETTABLE AREA OF THE BUILDING

- 19.1 If the premises are only a part of the lettable area of the building, the provisions of this clause apply.
- 19.2 The landlord -
- 19.2.1 may adopt whatever name it chooses for the building and change the name from time to time, and
- 19.2.2 reserves all proprietary rights to the name of the building and any logo adopted for the building.
- 19.3 The landlord reserves for itself the use of all external surfaces of the building and areas outside the building.
- 19.4 The building, common areas and landlord's installations remain under the absolute control of the landlord which may manage them and regulate their use as it considers appropriate. In particular the landlord has the right -
- 19.4.1 to close off the common areas as often as the landlord reasonably considers appropriate to prevent rights of way or use arising in favour of the public or third parties,
- 19.4.2 to exclude persons whose presence the landlord considers undesirable,
- 19.4.3 to grant easements over any parts of the land which do not materially and adversely affect the tenant's use,
- 19.4.4 to install, repair and replace, as necessary, the infrastructure necessary or desirable for the provision of services to the various parts of the building, and
- 19.4.5 to repair, renovate, alter or extend the building but, in doing so, the landlord must not cause more inconvenience to the tenant than is reasonable in the circumstances.

If the Act applies, these rights may only be exercised in a manner consistent with the Act.

- 19.5 The tenant must not obstruct the common areas or use them for any purpose other than the purposes for which they were intended.
- 19.6 The tenant must comply with the building rules. The landlord may change the building rules from time to time and the tenant will be bound by a change when it receives written notice of it. The landlord must not adopt a building rule or change its building rules in a way that is inconsistent with this lease. To the extent that a building rule is inconsistent with this lease, the

FINANCING STATEMENT SECURITY

- 20.1 Expressions used in this clause that are defined in the PPSA have the meanings given to them in the PPSA.
- 20.2 The landlord may, at any time, register a financing statement for any security interest arising out of or evidenced by this lease over any or all of -
 - 20.2.1 the landlord's installations,
 - 20.2.2 any security deposit provided by the tenant, and
 - 20.2.3 tenant's installations and other tenant's property left on the premises after the end of the lease,that are personal property, and must identify the property affected by the financing statement in the free text field of the statement. *The tenant waives the right to receive notice under section 157(1) of the PPSA. [*Delete if inapplicable]
- 20.3 When this lease -
 - 20.3.1 ends and the tenant has vacated the premises and performed all of its obligations under it, or
 - 20.3.2 is transferred,the landlord must register a financing change statement with respect to any security interest for which the landlord has registered a financing statement other than those to which sub-clause 20.2.3 relates.
- 20.4 The tenant must sign any documents and do anything necessary to enable the landlord to register the statements referred to in the preceding sub-clause and to enforce its rights and perform its obligations under this clause and the PPSA. In particular, if the tenant is a natural person, the tenant must provide the landlord with the tenant's date of birth and a certified copy of a Victorian driver's licence (or other evidence acceptable to the landlord) to confirm the tenant's date of birth. The landlord must keep the tenant's date of birth and any evidence provided to confirm it secure and confidential.
- 20.5 ~~The tenant must not register, or permit to be registered, a financing statement in favour of any person other than the landlord, for any security deposit provided by the tenant or any of the landlord's installations.~~
- 20.6 The tenant must pay the landlord's reasonable expenses and legal costs in respect of anything done or attempted by the landlord in the exercise of its rights or performance of its obligations under this clause or the PPSA, except the landlord's costs of registering a financing statement under sub-clause 20.2 which are to be borne by the landlord. [*Delete if inapplicable]
- 20.7 In accordance with section 275(6)(a) of the PPSA, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).
- 20.8 Subject to any requirement to the contrary in the PPSA, notices under this clause or the PPSA may be served in accordance with clause 14 of this lease.

ADDITIONAL PROVISIONS

Any additional provisions set out in item 22 -

- 21.1 bind the parties, and
- 21.2 if inconsistent with any other provisions of this lease, override them.

LANDLORD WARRANTY

The landlord warrants that clauses 1 to 21 appearing in this lease are identical to clauses 1 to 21 of the copyright Law Institute of Victoria Lease of Real Estate August 2014 Revision and that any modifications to them are set out as additional provisions in item 22.

DATED

23 DECEMBER

2015

GAVNOUDIAS NOMINEES PTY LTD
(ACN 006 618 971)

Landlord

BAYSIDE PODIATRY PTY LTD
(ACN 074 113 670)

Tenant

LEASE

PREMISES: 261 Nepean Highway, Edithvale Vic 3196

PORTELLI & CO.
Lawyers & Consultants,
127 Carinish Road,
CLAYTON, VIC. 3168.
REF: DD:AG
TEL: 9544-5322
FAX: 9544-6040
DX 16802 Clayton
Solicitors' Code: 1153

Borrowing Cost

04/08/2022	Property Search Fees	\$	10.00
04/08/2022	Settlement Fee	\$	595.00
04/08/2022	Document Preparation Fee	\$	695.00
04/08/2022	SMSF Review Fee	\$	695.00
04/08/2022	Application Fee	\$	795.00
04/08/2022	Valuation Fee	\$	1,100.00
04/08/2022	Establishment Fee	\$	7,700.00
	Total Borrowing Cost		<u>\$ 11,590.00</u>

Amortization

Year

Days

1	04/08/2022	30/06/2023	330	\$	2,101.48	■
2	01/07/2023	30/06/2024	365	\$	2,318.00	
3	01/07/2024	30/06/2025	364	\$	2,318.00	
4	01/07/2025	30/06/2026	364	\$	2,318.00	
5	01/07/2026	30/06/2027	364	\$	2,318.00	
6	01/07/2027	04/08/2027	34	\$	216.52	
					<u>\$ 11,590.00</u>	

SMSF Investment Strategy

Armstrong Collective Super Fund

Date: 19 April 2022

Objective

This investment strategy of (as reviewed and amended annually or more often depending on changes to the needs of members) is created in compliance with the Superannuation Industry (Supervision) Act 1993.

The Fund:

1. accepts employer and member contribution and contributions from other persons as the laws allow
2. transfers from other Superannuation funds and from a spouse as the laws allow
3. provides benefits to members upon retirement and as the laws allow
4. provides other activities as allowed by the laws and regulations from time to time
5. allows access to any unrestricted non-preserved benefits (as/when allowed by the laws and regulations)
6. provides for the payment of pension benefits at a rate as determined in the future from time to time.

The fund complies with the current laws and regulations and the rules in the trust deed. It has the following investment objectives:

Risk and Return

It is recognised that timing (when you get into the investment) and time in the investment (how long you are in the investment) affects returns. Different investments have different returns and volatility. The Trustee (from time to time) of the fund has a strong emphasis on preserving the fund's capital. However, many sound investments are not capital guaranteed. Security of capital has to be tempered with the need to achieve the desired rate of return. Therefore, assets that show volatility may be of benefit to the fund.

The Trustee is ever vigilant to balance these two objectives:

- protecting the capital and
- growing the value of the fund by obtaining an acceptable rate of return.

Position on Diversification

From time to time fund investments may be diversified across asset classes but at other times maybe concentrated in only a few or one. The trustee will invest according to market conditions and availability of the fund's assets. A funds assets maybe predominantly invested in residential or commercial (or other types) of real estate should the trustee see fit to do so.

Required Rate of Return

The Trustee seeks an overall investment return for the fund in the 7-10 year term (medium term) of 3-5% above the average rate of inflation over that period.

Trustee's Obligations

The Trustee ensures that the fund meets the legislated standard minimums to continue to obtain concessional taxation status on the income. It is also incumbent on the Trustee to consider the tax consequences of all investments. Tax-advantaged products may reduce the fund's taxation burden. Tax is one of the Trustee's relevant concerns. The Trustee acknowledges that members' benefits are a liability of the fund. The Trustee gives thought to the level of benefit required to be paid to the member. However, while no terminations or benefits are expected to be paid out in the short to medium term the Trustee is at liberty to examine investments that are medium term. However, when the member is in pension phase the time horizon may be far shorter.

Paying Debts

The Trustee is obliged to pay tax, expenses and benefits. It will do so within 31 days. The Trustee ensures that it holds sufficient cash to meet such obligations.

Cost of Investing

The Trustee strives to reduce costs of investing. However, at times upfront investment costs are payable in order to obtain the best investment products that fit into this investment strategy. Exit costs and penalties may also be part of the cost of carrying out this investment strategy.

Gearing

Borrowing to invest is permissible by the fund in accordance with the rules and laws at the time.

Investments (all investments maybe held within the following range 0-100%)

Cash

Money can be held in kind, in banks, building societies, lending institutions and cash management accounts.

Australian Shares

After research and due diligence, these include listed and unlisted securities including shares, warrants, derivatives, derivatives securities and managed funds.

Fixed Interest

These include deposits in Australian and overseas banks, building societies, lending institutions, cash management accounts, government and non-government bonds, bank bills, debentures, corporate notes and specialist fixed interest funds.

International Shares

After research and due diligence, these include investments directly or indirectly in listed and unlisted shares from around the world including listed and unlisted securities including shares, warrants, derivatives, derivatives securities and managed funds.

Property

This includes direct residential and commercial real estate, both direct and indirect investments in listed and unlisted property trusts and property securities funds.

Derivatives

Derivatives are financial contracts, or financial instruments, whose prices are derived from the price of something else (known as the underlying). The underlying price on which a derivative is based can be that of an asset (e.g., commodities, equities (stocks), residential mortgages, commercial real estate, loans, bonds), an index (e.g., interest rates, exchange rates, stock market indices, consumer price index (CPI), inflation derivatives, or other items).

Structured Products

This includes products that cover a diverse set of investment categories outside traditional bonds and shares and can be considered as having a typically higher risk/ return profile, or other features that provide some complexity to the investment. These products that are derived from and/or based on a single security or securities, a basket of stocks, an index, a commodity, debt issuance and/or a foreign currency, among other things and include index and equity linked notes, term notes and units generally consisting of a contract to purchase equity and/or debt securities at a specific time.

Art

This includes Emerging Artists, Mid-Career Artists and Blue-chip Artists. A rising artist generally does not have any auction record though their artworks are exhibited and collected by a number of famous art galleries. Mid-career artists are already established in their careers and have a promising auction history. Blue-chip artists are holding national significance and their art works are collected and auctioned by most all art galleries.

Cryptocurrency

This includes established coins listed on recognised exchanges, ICOs and NFTs. The investments may be held on an exchange directly or stored in a secure cold wallets

Insurance

The trustees have reviewed the need to hold a contract insurance for members of the fund and have determined that the trustees in compliance with the directives contained within SIS Act 1994 Regulation 4.09 (2)(e)

Review

The Trustees undertake to review this strategy on a continual basis and will regularly revisit the objectives and strategies of the fund consistent with the needs of members and will as a minimum review the fund's investment strategy annually.

Signed by the Trustee(s)

Name of Trustee: Tess Beddome

Signed



Name of Trustee: Samuel Armstrong

Signed



Due Date: 09 Jun 2022

TAX INVOICE

Trustee for Armstrong Collective Super Fund
62 Ulupna Rd
ORMOND VIC 3204
AUSTRALIAInvoice Number
INV-1093Invoice Date
02 Jun 2022

Description	GST	Amount
For Professional Services including:		
On charging Australian Securities & Investment Commission (ASIC) setup fees at cost for Bare Trustee company	No GST	512.00
Accounting time for registering a company for a SMSF Bare Trust structure.	10%	275.00
	Subtotal	762.00
	Total GST 10%	25.00
	Invoice Total	787.00
	Payments Received	0.00
	Amount Due	\$787.00

Account payment terms are STRICTLY 7 days net
accounts@smsfaustralia.com

How to Pay

EFT directly into our bank account:
Account: SMSF Australia Pty Ltd
BSB: 065-004 Account No: 1108 1117
Reference: Name and INV-1093Credit card payment via Stripe
VISA or MasterCard Accepted
3% surcharge oncharged



I understand that as an individual trustee or director of the corporate trustee of

Fund name

Armstrong Collective Super Fund

I am responsible for ensuring that the fund complies with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing the fund's compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

SOLE PURPOSE

I understand it is my responsibility to ensure the fund is only maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

TRUSTEE DUTIES

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- ensure that members only access their super benefits if they have met a legitimate condition of release
- refrain from entering into transactions that circumvent restrictions on the payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund
 - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers allowed by special determinations or acquisitions as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

- having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
 - all trustee declarations
 - copies of all reports given to members
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund
- ensure that an approved auditor is appointed within the prescribed period (currently this is no later than 31 days before the due date for lodgment of the fund's annual return but this may change to 45 days) to audit the fund for each income year, and provide that auditor with documents as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 28 days of the fund being wound up or after becoming aware that the fund has ceased to be an SMSF.

DECLARATION

By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of Australian Prudential Regulation Authority (APRA) regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

Samuel Armstrong

Trustee's or director's signature




Date

Day: 23 / Month: 04 / Year: 2022

Witness' name (witness must be 18 years old or over)

Tess Beddome

Witness' signature



Date

Day: 23 / Month: 04 / Year: 2022

CONSTITUTION

Armstrong Collective Super Pty Ltd
ACN: 658 865 251

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OPERATIVE PROVISIONS

1 Definitions and interpretation

1.1 Definitions

In this Constitution, unless the context requires otherwise:

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

Alternate Director means any person who, for the time being, holds office as an alternate Director duly appointed in accordance with this Constitution.

Board means the board of Directors of the Company.

Business means the business conducted by the Group as at the date of this Constitution, or any other business carried on by the Group from time to time.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Victoria.

Company means Armstrong Collective Super Pty Ltd, ACN: 658 865 251 or as that name is changed from time to time.

Constitution means this constitution of the Company as amended, supplemented or replaced from time to time.

Directors means all or any number of the directors for the time being of the Company appointed in accordance with this Constitution but does not include associate directors.

Encumbrance means any:

- (a) legal or equitable interest or power created, arising in or reserved in or over an interest in any property or asset; or
- (b) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or retention of title arrangement, right of set-off, assignment of income, garnishee order, monetary claim and flawed deposit arrangement);
- (c) any thing or preferential interest or arrangement of any kind giving a person priority or preference over claims or other persons with respect to any property or asset;
- (d) a security interest as defined in the *Personal Property Securities Act 2009* (Cth); or
- (e) any agreement or arrangement (whether legally binding or not) to grant or create anything referred to in paragraphs 0(b), (c) or (d).

Government Agency means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute.

Group means the Company and its subsidiaries, and Group Company means any one of them.

Law means:

- (a) principles of law or equity established by decisions of courts;

- (b) statutes, regulations or by-laws of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency; and
- (c) requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency that have the force of law.

Managing Director means any person who, for the time being, holds office as a managing director duly appointed in accordance with this Constitution.

Member means a registered holder of any share of the Company or any person deemed by this Constitution to be such a person.

Office means the registered office of the Company.

Register means the register of Members of the Company as required to be kept under section 168 of the Act.

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

Secretary means any person appointed to perform the duties of a secretary of the Company.

Share means shares in the capital of the Company.

Special Resolution has the same meaning as in section 9 of the Act.

1.2 Interpretation

In this Constitution, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of this Constitution;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (g) the word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any other body or entity whether incorporated or not;
- (h) the word "month" means calendar month and the word "year" means 12 months;
- (i) the words "in writing" include any communication sent by letter or email or any other form of communication capable of being read by the recipient;
- (j) a reference to a thing includes a part of that thing;
- (k) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (l) wherever "include", "for example" or any form of those words or similar expressions is used, it must be construed as if it were followed by "(without being limited to)";

- (m) money amounts are stated in Australian currency unless otherwise specified;
- (n) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body that performs most closely the functions of the defunct body; and
- (o) any expression in a provision of this Constitution that relates to a particular provision of the Act has the same meaning as in that provision of the Act.

1.3 Replaceable rules

The replaceable rules contained in the Act are displaced under section 135(2) and do not apply to the Company except to the extent that they are repeated in this Constitution.

2 Sole Purpose of Company

The sole purpose of the company is to act as the trustee of a regulated superannuation fund in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth).

3 Proprietary company

The Company is a proprietary company and:

- (a) the liability of Members is limited by shares;
- (b) the number of Members is limited to 50 (counting joint holders of shares as one person); and
- (c) it must not engage in any activity that would require disclosure to investors under Chapter 6D, except in the circumstances permitted by section 113(3).

4 Share capital

4.1 Classes of shares

The capital of the Company will be divided into any of the following classes:

- (a) ordinary shares; and
- (b) such other classes of shares as are approved in accordance with this Constitution and the Act from time to time.

4.2 Directors may issue shares

By resolution of the directors, the company may:

- (a) issue or dispose of shares on such terms and with such rights and restrictions as they think fit;
- (b) issue shares with such preferred, deferred or other special rights or restrictions whether with regard to dividend, voting, return of capital or otherwise; and
- (c) issue any preference shares on terms that they are, or at the option of the Company are liable, to be redeemed.

4.3 Rights attaching to ordinary shares

The ordinary shares confer on their holders:

- (a) the right to receive notice of and attend any general meeting of the Company;
- (b) the right to cast one vote on a show of hands at a general meeting of the Company and to cast one vote for each ordinary share held on a poll; and
- (c) Subject to the *Superannuation Industry (Supervision) Act 1993* (Cth), any other rights in the *Corporations Act 2001* (Cth).

4.4 Exercise of vote and rights

Subject to this Constitution, no person is entitled to vote or to exercise any right or privilege as a Member until the person is registered in the Register.

5 Shares held on trust or jointly

5.1 No recognition of trusts or other interests

Except as required under the Act the Company will not:

- (a) be required to recognise any person as holding a share on trust; or
- (b) be bound by or compelled in any way to recognise (whether or not the Company has been given notice) any equitable, contingent, future or partial claim, right or interest or any other right in any share except an absolute right of ownership in the holder listed in the Register.

5.2 Joint owners

Subject to this Constitution, if 2 or more persons are listed in the Register as the holders of a share:

- (a) they are deemed to hold the share as joint tenants with rights of survivorship;
- (b) they and their respective legal personal representatives are jointly and severally liable to pay all instalments and calls in respect of the share;
- (c) subject to clause (b), on the death of any one of them (evidence of which may be required by the Directors as they think fit), the survivor or survivors are the only person or persons whom the Company may recognise as having any title to the share; and
- (d) any one of them may give effectual receipts for any dividend or other distribution in respect of the share.

6 Certificates

6.1 Entitlement to certificates

A person whose name is entered as a Member in the Register is entitled without payment to receive a certificate in respect of the share, signed in any way authorised by the Company, in accordance with the Act. In respect of a share or shares held jointly by several persons, the Company is not bound to issue more than one certificate.

6.2 Delivery to joint holders

Delivery of a certificate for a share to one of several joint holders is sufficient delivery to all such holders.

7 Lien

7.1 Lien on unpaid capital and money owing

The Company has a first and paramount lien:

- (a) on every partly paid share for all money (whether presently payable or not) called or payable at a fixed time in respect of that share; and
- (b) on all shares registered in the name of a Member (either solely or jointly with another person) for all money presently payable to the Company by that person or the person entitled to the shares by reason of the death, mental incapacity, bankruptcy or insolvency of the first mentioned person.

7.2 Exemption from lien

The Directors may at any time exempt a share wholly or in part from the provisions of clause 7.1.

7.3 Lien to apply to dividends

The Company's lien (if any) on a share extends to all dividends payable in respect of the share.

7.4 Company's right of sale

Subject to clause 7.5, the Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien.

7.5 Restrictions on sale

A share on which the Company has a lien must not be sold unless:

- (a) a sum in respect of which the lien exists is presently payable; and
- (b) the Company has, not less than 14 days before the date of the sale, given to the registered holder for the time being of the share or the person entitled to the share by reason of the death, mental incapacity, bankruptcy or insolvency of the registered holder a notice in writing setting out, and demanding payment of, such part of the amount in respect of which the lien exists as is presently payable.

7.6 Effecting sale

- (a) The Directors may give effect to a sale referred to in clause 7.4 by authorising a person to transfer the share sold to the purchaser.
- (b) The purchaser of such a share:
 - i. will be registered as the holder of the share;
 - ii. is not responsible for the application of the purchase money; and
 - iii. will possess a title which is not affected by any irregularity or invalidity in connection with the sale.
- (c) After the name of the purchaser is entered in the Register, no person may impeach the validity of the sale and the remedy of any person aggrieved is in damages only and against the Company exclusively.

7.7 Application of sale proceeds

The Company will pay:

- (a) the net proceeds of any sale or disposal referred to in clauses 7.4 and 7.6 towards satisfaction of the amount in respect of which the lien exists; and
- (b) the residue (if any) of the proceeds of sale to the person entitled to the shares at the date of sale.

7.8 Taxation

- (a) If a liability is imposed on the Company to pay any tax or other charge in relation to the shares held by a person or by another person entitled to the shares by reason of the death, mental incapacity, bankruptcy or insolvency of the first mentioned person (in each case, the **(Relevant Person)**) or any dividend or any entitlements due to the Relevant Person, the Company:
 - (b) must, on demand, be fully indemnified by the Relevant Person from all such liability;
 - (c) has a lien on the shares of that person and all dividends, bonuses and other moneys payable in respect of shares registered in the name of the Relevant Person, including shares where the Relevant Person is one of several joint holders;
 - (d) may recover as a debt due from the Relevant Person any moneys paid by the Company in respect of such liability; and
 - (e) may refuse to register a transfer of any shares by the Relevant Person until those moneys are recovered.

8 Calls on shares

8.1 Call by Directors

Subject to the Act and this Constitution, the Directors may make a call on some or all of the Members in respect of any money unpaid on their shares which is not by the terms of issue of those shares made payable at fixed times.

8.2 Payment of call

Upon receiving at least 14 days' notice specifying the time and place of payment, each Member so notified must pay to the Company at the time or times and place so specified the amount called on the shares.

8.3 Terms of call

The Directors may revoke, postpone or extend a call as they think fit, and may authorise or require a call to be paid by instalments.

8.4 Deemed time of call

A call will be deemed to have been made at the time when the Directors' resolution authorising the call was passed.

8.5 Liability of joint holders

The joint holders of a share are jointly and severally liable to pay all calls in respect of the share.

8.6 Interest on unpaid calls

If a sum called in respect of a share is not paid before or on the day appointed for payment of the sum, the Member from whom the sum is due must pay interest at a rate and on terms determined by

the Directors. Interest may be calculated from the day appointed for payment of the sum to the time of actual payment. The Directors may waive payment of interest wholly or in part.

8.7 Fixed dates for calls

- (a) Any sum that, by the terms of issue of a share, becomes payable on allotment or at a fixed date is deemed to be a call duly made and payable on the date on which by the terms of issue the sum becomes payable.
- (b) In the case of non-payment of a sum referred to in clause (a), all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise apply as if the sum had become payable by virtue of a call duly made and notified.

8.8 Disabilities if calls unpaid

A Member may not exercise any right as a Member (including the right to receive a dividend, to be present at any meeting, to be counted in a quorum or to vote at any meeting or on a poll) until that Member has paid:

- (a) all calls due and payable by the Member whether alone or jointly with another person, together with interest and expenses in respect of the calls; and
- (b) all other sums (if any) presently payable by the Member in respect of any shares held by the Member, whether alone or jointly with another person.

8.9 Differentiation between Members

The Directors may, on the issue of shares, differentiate between Members as to the amount of calls to be paid and the times of payment.

8.10 Payment of calls in advance

- (a) The Directors may:
 - i. accept from any Member all or any part of the money unpaid on a share in excess of the sum actually called up; and
 - ii. cause the Company to pay interest at the rate agreed between the Directors and the Member paying the sum, on the whole or any part of the amount so accepted (unless the Company in general meeting otherwise determines).
- (b) Any amount paid in advance of calls will not be taken into account in ascertaining the amount of any dividend payable on the shares in respect of which the advance is made.
- (c) The Directors may repay an amount advanced under clause (a) on giving the relevant Member one month's notice in writing.

8.11 Evidence of call

- (a) In an action or other proceedings for the recovery of a call, it is sufficient, and conclusive evidence of the debt, to prove that:
 - i. the name of the defendant is entered in the Register as the holder or one of the holders of the share in respect of which the call is claimed;
 - ii. the resolution making the call is recorded in the minute book; and
 - iii. notice of the call was given to the defendant in accordance with this Constitution,

iv. and it is not necessary to prove the appointment of the Directors who made the call or any other matter whatsoever.

(b) In this clause 8.11, reference to the term **Defendant** includes a person against whom a set-off or counter-claim is alleged by the Company and the term “action or other proceedings for the recovery of a call” is to be construed accordingly.

9 No Encumbrances

A Member must not create or give any Encumbrance over its shares in favour of any person without the prior written consent of the Company, which consent may be withheld by the Company in its absolute discretion.

10 Transfer of shares

10.1 Transfer of shares

A Member may transfer all or any of the Member’s shares by instrument in writing in any form that the Directors approve. Such instrument of transfer must be executed by or on behalf of both the transferor and the transferee.

10.2 Registration of transfers

A transferor of shares remains the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the Register in respect of the shares.

The Directors are not required to register a transfer of shares in the Company unless:

- (a) the instrument of transfer has been duly stamped (if required by Law);
- (b) the instrument of transfer has been lodged at the Company’s Office;
- (c) any fee payable on registration of the transfer has been paid; and
- (d) the Directors have been given all the information they reasonably require to establish the right of the transferor to make the transfer.

The Directors may, in their discretion and without assigning any reason, refuse to register a transfer of shares in the Company.

The Directors may suspend the registration of transfers of shares in the Company at such times and for such periods as they determine. The period of suspension must not exceed in the aggregate 30 days in any calendar year.

11 Forfeiture of shares

11.1 Default

If a Member fails to pay a call or instalment of a call on or before the day appointed for payment of the call or instalment, the Directors may, at any time after that date, serve a notice on such Member requiring payment of the unpaid amount of the call or instalment, together with any interest and all expenses that the Company has incurred by reason of the non-payment.

11.2 Notice of forfeiture

The notice referred to in clause 11.1 must:

- (a) specify a day at least 14 days after the date of service of notice and a place at which the call or instalment and the interest and expenses referred to in clause 11.1 are to be paid; and
- (b) state that in the event of non-payment at the time and place appointed, the share in respect of which the call was made or instalment is payable is liable to be forfeited.

11.3 Forfeiture

- (a) If the requirements of a notice served under clauses 11.1 and 11.2 are not complied with, any share in respect of which the notice has been given may at any time after the date of non-compliance but before payment required by the notice has been made, be forfeited by a resolution of the Directors.
- (b) A forfeiture under clause (a) will include all dividends declared in respect of the forfeited shares and unpaid before the forfeiture.

11.4 Liability continues after forfeiture

Any Member whose share is forfeited:

- (a) ceases to be a Member in respect of the forfeited share; and
- (b) remains liable to pay and must immediately pay to the Company all money that, at the date of forfeiture, was payable to the Company in respect of the share, together with interest on those amounts from the date of forfeiture until payment, at such rate as the Directors determine.

11.5 Statutory declaration is conclusive

- (a) A statutory declaration that:
 - i. the declarant is a Director or a Secretary of the Company; and
 - ii. a share in the Company has been duly forfeited on a particular date,
- (b) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share.
- (c) The statutory declaration referred to in this clause 11.5 and the Company's receipt for the price of the share constitutes a good title to the share.

11.6 Disposal of forfeited shares

- (a) Any forfeited shares become the Company's property and the Directors may sell or dispose of the shares as they think fit, except that in the event of sale, the Directors will pay to the Member in whose name the share was registered immediately before the forfeiture, the residue (if any) of the proceeds of sale after satisfaction of all moneys due and unpaid.
- (b) Before any forfeited share is sold or disposed of, the forfeiture may be cancelled on such terms as the Directors think fit.
- (c) In relation to any sale or disposal under this clause 11.6, the Directors may arrange for an accountant or the Company's auditor to value the forfeited share. If the sale or disposal is made within three months of the date of the valuation, the valuation is conclusive evidence against the Member of the value of that share at the time of sale or disposal.

11.7 **Transfer of forfeited share**

- (a) The Company may receive the consideration (if any) given for a forfeited share on its sale or disposition and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- (b) On the execution of the transfer, the transferee:
 - i. will be registered as the holder of the share;
 - ii. is not responsible for the application of any purchase money; and
 - iii. will possess a title which is not affected by any irregularity or invalidity in connection with the forfeiture, sale or disposal of the share.
- (c) After the name of the transferee is entered in the Register, no person may impeach the validity of the transfer and the remedy of any person aggrieved by the transfer is in damages only and against the Company exclusively.

11.8 **Application to outstanding money**

The provisions of this Constitution as to forfeiture apply in the case of non-payment of any sum that, by the terms of issue of a share, becomes payable at a fixed time as if that sum had been payable by virtue of a call duly made and notified.

12 **Alteration of capital**

12.1 **Power to consolidate, divide and cancel**

Subject to the Act, the Company may by resolution:

- (a) consolidate and divide all or any of its share capital into shares of larger value than its existing shares;
- (b) subdivide all or any of its shares into shares of smaller value, provided that in the subdivision the proportion between the amount paid and the amount (if any) unpaid on each such reduced share is the same as it was in the case of the share from which the reduced share is derived; and
- (c) cancel shares that, at the date of the resolution have not been taken or agreed to be taken by any person or have been forfeited and reduce its share capital by the amount of the shares so cancelled.

12.2 **Reduction of capital**

Subject to the Act, the Company may, by resolution, reduce its share capital.

13 **General meetings**

13.1 **Annual general meeting**

The Company must hold an annual general meeting of the Company in accordance with the Act.

13.2 **Power to convene general meeting**

Any Director may, whenever the Director thinks fit, convene a general meeting of the Company's Members.

13.3 Notice period

- (a) Subject to the Act and clause (b), the Company must give at least 7 days' notice of general meetings (including annual general meetings).
- (b) The Company may call, on shorter notice than that specified in clause (a):
 - i. an annual general meeting, if all the Members entitled to attend and vote at the annual general meeting agree prior to the annual general meeting; and
 - ii. any other general meeting, if Members holding at least 95% of the votes that may be cast at the general meeting agree prior to the general meeting.

13.4 Notice of general meetings

- (a) Notice of every general meeting must be given in the manner authorised by clause 27 to:
 - i. every Member;
 - ii. every Director;
 - iii. the auditor (if any); and
 - iv. every person who establishes to the Directors' satisfaction their entitlement to a share in consequence of the death, mental incapacity, bankruptcy or insolvency of a Member and, who but for the death, mental incapacity, bankruptcy or insolvency (as the case may be) would have been entitled to receive notice of the meeting.
- (b) Notice to joint Members may be given by sending it to the joint Member named first in the Register.

13.5 Content of notice of general meetings

A notice of a general meeting must:

- (a) specify the place, date and time for the meeting and, if applicable, details as to how a Member may attend electronically;
- (b) except as provided by clause 13.6, state the general nature of the business to be transacted at the meeting;
- (c) if a Special Resolution is to be proposed at the meeting, set out an intention to propose the Special Resolution and state the resolution;
- (d) contain a statement of:
- (e) each Member's right to appoint a proxy; and
- (f) the fact that a proxy need not be a Member of the Company; and
- (g) contain a statement that, if the Member appoints more than one proxy, each proxy may be appointed to represent a specified proportion of the Member's votes.

13.6 Content of notice of annual general meeting

It is not necessary for the notice of an annual general meeting to state that the business to be transacted at the meeting includes:

- (a) the consideration of the financial statements and the reports of the Directors and auditor (if any);

- (b) the election of Directors and other officers in place of those retiring;
- (c) the declaration of dividends;
- (d) the appointment and fixing of the remuneration of the auditors; and
- (e) any other business which, under this Constitution or the Act, is required to be transacted at an annual general meeting.

13.7 Notice of adjourned meeting

When a meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for 30 days or more.

13.8 Failure to give notice

Any resolution passed at a meeting is not invalidated by:

- (a) the accidental omission to give notice of a meeting to any Member or non-receipt of that notice by a Member; or
- (b) the accidental omission to send out the instrument of proxy to a person entitled to receive notice or non-receipt of that instrument.

14 Proceedings at general meetings

14.1 Circular resolutions

- (a) A resolution may be passed without a general meeting being held if all the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. A body corporate's representative may sign such a circular resolution. Either member of a joint membership may sign a circular resolution.
- (b) Identical copies of the document may be distributed for signing by different Members and taken together will constitute one and the same document.
- (c) The resolution is passed when the last Member signs the document, and satisfies any requirement in this Constitution or the Act that the resolution be passed at a general meeting.

14.2 Sole Member resolutions

- (a) If at any time the Company has only one Member, it satisfies any requirement in this Constitution or the Act that a resolution be passed by that sole Member recording the resolution and signing the record.
- (b) A body corporate's representative may sign a resolution referred to in clause (a).

14.3 Use of technology

The Company may hold a meeting or permit Members to attend a meeting using any technology that gives Members a reasonable opportunity to participate, including through any internet-based meeting application or any analogous technology. A Member is present in person for such a meeting if that Member is participating through the internet-based meeting application.

14.4 Quorum

- (a) Except as otherwise provided in this Constitution, the quorum for a general meeting of the Company is 51% of Members present in person or by proxy, attorney or body corporate representative and the quorum must be present at all times during the meeting.
- (b) No business will be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- (c) For the purpose of determining whether a quorum is present:
 - i. each person attending as a proxy, as a body corporate's representative, or as a validly appointed attorney of a Member, is deemed to be a Member;
 - ii. if a Member has appointed more than one proxy, attorney or representative, only one may be counted; and
 - iii. if an individual person is attending both as a Member and as a proxy, attorney or representative, they may be counted only once.
- (d) If at any time the Company has only one Member, then that Member present in person or by proxy, attorney or body corporate representative is a quorum.

14.5 Effect of no quorum

If a quorum of the Company's Members is not present within half an hour after the time appointed for the meeting in the notice:

- (a) if the meeting was convened on the requisition of Members, the meeting must be dissolved; or
- (b) in any other case:
 - i. the meeting will be adjourned to the date, time and place that the Directors specify (or if the Directors do not specify such details, the meeting is adjourned to the same day in the next week at the same time and place) except that if the meeting is adjourned for 30 days or more, notice of the resumed meeting must be given; and
 - ii. if at a meeting resumed under clause (a) a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

14.6 Chairperson of general meeting

The Directors may elect any person to chair general meetings of the Company.

14.7 Vacancy in chair

Where a general meeting is held and:

- (a) a chairperson has not been elected by the Directors as provided by clause 14.6; or
- (b) the chairperson declines to act or is not present within 15 minutes after the time appointed for the holding of the meeting,

the Members present must elect one of their number to be chairperson of the meeting or part of the meeting (as the case may be).

14.8 Adjournment

The chairperson must adjourn a general meeting if the Members present with a majority of votes at the general meeting agree or direct that the chairperson must do so.

14.9 Adjourned meetings

- (a) Only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) A resolution passed at a meeting resumed after an adjournment is passed on the day it was in fact passed.

15 Voting at general meetings

15.1 Voting

- (a) A resolution put to the vote at a general meeting must be decided on a show of hands unless a poll is demanded.
- (b) Before a vote is taken, the chairperson must inform the general meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- (c) On a show of hands, a declaration by the chairperson is conclusive evidence of the result provided that the declaration reflects the show of hands and the votes of the proxies received. Neither the chairperson nor the minutes need to state the number or proportion of the votes recorded in favour or against the resolution.

15.2 Voting rights

Subject to any rights or restrictions attached to any class of shares, each Member, entitled to vote may vote in person or by proxy, attorney or body corporate representative authorised under the Act, at a meeting of the Members of the Company, and each Member has:

- (a) on a show of hands, one vote; and
- (b) on a poll, one vote for each share they hold.

15.3 Voting by joint holders

If a share is held jointly and more than one Member votes in respect of that share, only the vote of the Member whose name appears first in the Register is counted.

15.4 No entitlement to vote if calls are unpaid

If calls and other sums due and payable on a Member's share remain unpaid, that Member:

- (a) is not entitled to be present at any general meeting;
- (b) may not vote on any question or on a poll; and
- (c) may not be counted in a quorum.

15.5 Voting by persons entitled to shares

- (a) Subject to clause (b), any person entitled to a share in consequence of the death, mental incapacity, bankruptcy or insolvency of a Member, may vote at any general meeting in respect of that share as if they were the registered holder of the share.
- (b) A person entitled to vote under clause (a) must satisfy the Directors of their right to be transferred the share at least 48 hours before the scheduled time of the meeting or adjourned meeting at which that person proposes to vote, unless the Directors have previously admitted that person's right to vote at that meeting.

15.6 Voting by poll

- (a) A poll may be demanded by:
 - i. the chairperson;
 - ii. at least 3 Members present in person or by proxy, attorney or body corporate representative entitled to vote on the resolution; or
 - iii. a Member or Members present in person or by proxy, attorney or body corporate representative representing at least 5% of the total votes that may be cast on the resolution on a poll.
- (b) A poll may be demanded:
 - i. before a vote is taken; or
 - ii. before or immediately after the voting results on a show of hands are declared.
- (c) The percentage of votes that each Member holds is to be determined as at the close of business on the day before the poll is demanded.
- (d) The demand for a poll may be withdrawn.
- (e) If a poll is duly demanded, it must be taken in such manner and, subject to clause (f), either immediately or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll was demanded.
- (f) A poll is to include the votes of Members voting electronically at a meeting at which Members participate electronically using technology that includes an internet-based meeting application or any analogous technology.
- (g) A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.
- (h) The demand for a poll does not prevent a meeting continuing for the transaction of any business other than the question on which a poll has been demanded.

15.7 Casting vote of chair

In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded has a casting vote (in addition to any vote that the chairperson may have had as a member).

15.8 Objection to qualification of a voter

- (a) An objection to a person's right to vote at a general meeting:
 - i. may only be raised at a general meeting or adjourned meeting at which the vote objected to is given or tendered; and
 - ii. must be determined by the chairperson of the meeting, whose decision is final.
- (b) A vote not disallowed under an objection referred to in clause (a) is valid for all purposes.

15.9 Votes counted in error

If any vote is counted which ought not to have been counted or might have been rejected, the error will not invalidate the resolution unless the error is:

- (a) detected at the same meeting; and

- (b) of sufficient magnitude, in the opinion of the chairperson, as to invalidate the resolution.

16 Proxies

16.1 Who can appoint a proxy

- (a) A Member who is entitled to attend and vote at a general meeting may appoint a person as that Member's proxy to attend and vote for that Member at a meeting of the Company. A proxy need not be a Member of the Company.
- (b) The appointment may specify the proportion or number of votes that the proxy may exercise.
- (c) If the Member is entitled to cast more than one vote at a meeting, the Member may appoint 2 proxies. If the Member appoints 2 proxies and the appointment does not specify the proportion or number of the Member's votes each proxy may exercise, each proxy may exercise half of the Member's votes.
- (d) Any fractions of votes resulting from the application of clauses (b) or (c) must be disregarded.

16.2 Execution and form of proxies

- (a) An instrument appointing a proxy is valid if it is in the form specified by the Directors from time to time and is:
- i. signed by or on behalf of the Member of the Company making the appointment; and
 - ii. contains the following information:
 - iii. the Member's name and address;
 - iv. the Company's name;
 - v. the proxy's name or the name of the office held by the proxy; and
 - vi. the meetings at which the appointment may be used.
- (b) The proxy form must provide for the Member to vote for or against each resolution and may provide for abstention to be indicated.
- (c) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution. Where it does so, the proxy is not entitled to vote on the resolution except as specified in the instrument. A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
- (d) An instrument appointing a proxy confers authority to demand or join in demanding a poll.
- (e) Despite clause 15.3, where an instrument of proxy is signed by all of the joint holders of any Shares, the votes of the proxy so appointed must be accepted in respect of those Shares to the exclusion of any votes tendered by a proxy for any one of those joint holders.

16.3 Member's attorney

A Member may appoint an attorney to act, or to appoint a proxy to act, at a general meeting. If the appointor is an individual, the power of attorney must be signed in the presence of at least 1 witness.

16.4 Life of proxy

An instrument appointing a proxy will not be valid after 12 months from the date of its execution, unless it is expressly stated to be a standing appointment or to extend for a longer period.

16.5 Lodgement of proxies and powers of attorney

- (a) If a Member appoints a proxy or an attorney, the following documents must be given to the Company at the Office or at the place specified for the purpose in the notice calling the general meeting:
 - i. the proxy's appointment; and
 - ii. if the appointment is signed by the appointor's attorney, the authority under which the form was signed or a certified copy of the authority; and
 - iii. in the case of an attorney, the power of attorney or a certified copy of it.
- (b) The appointment of a proxy or an attorney is valid for a meeting if the appointment and any authority are given to the Company at least 24 hours before the general meeting at which the proxy is to be used.

16.6 Corporate representative

A Member that is a body corporate may appoint an individual to act as its representative at general meetings as permitted by the Act.

16.7 Validity of proxy vote

A vote cast in accordance with the terms of an instrument of proxy or of a power of attorney is valid if no notice in writing of:

- (a) the previous death of the appointing Member;
- (b) the mental incapacity of the appointing Member;
- (c) the revocation of the proxy's appointment;
- (d) the revocation of the authority under which the proxy was appointed; or
- (e) the transfer of the share in respect of which the proxy was given,

has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used or exercised.

17 Appointment and removal of Directors

17.1 Number

The number of the Directors will not be less than 1 or more than 10, unless otherwise determined by 75% of shareholders of the Company.

17.2 Appointment by Company

Subject to the *Superannuation Industry (Supervision) Act 1993* (Cth), the Company may appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

17.3 Term of office

Each of the Directors will hold office until the Director vacates office or is removed under this Constitution.

17.4 Vacation of office

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) ceases to be a Director by virtue of the Act or this Constitution;
- (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (c) is prohibited from being a Director by reason of any order made under the Act;
- (d) becomes physically or mentally incapable of performing the Director's duties;
- (e) resigns by written notice to the Company;
- (f) is absent from Directors' meetings (without appointing an Alternate Director) without the consent of the other Directors for a period of more than 6 months; or
- (g) without the prior or subsequent consent of the other Directors, is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the Director's interest as required by the Act.

18 Powers and duties of Directors

18.1 General management power

Subject to the Act, this Constitution and any resolution of the Company, the Directors:

- (a) will manage the business of the Company;
- (b) may exercise all such powers of the Company that are not, by the Act or this Constitution, required to be exercised by the Company in general meeting, provided that no resolution of the Company in general meeting will invalidate any prior act of the Directors which would have been valid if such a resolution had not been made; and
- (c) may be reimbursed all reasonable expenses incurred in promoting and forming the Company.

18.2 Act in the best interests of a Holding Company

As contemplated by section 187 of the Act, a Director may act in good faith in the best interests of any Holding Company of the Company.

18.3 Attorneys

- (a) The Directors may, by power of attorney under deed, appoint any person or persons to be the attorney or attorneys of the Company with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- (b) Any such power of attorney may contain provisions for the protection and convenience of persons dealing with the attorney and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

18.4 Power to borrow and give security

- (a) Without limiting the generality of clause 18.1, the Directors may for the purposes of the Company:
 - i. borrow money, with or without giving security for it; and
 - ii. guarantee the performance of any obligation of the Company or of any other person providing they have the agreement of all other directors prior to entering into any such obligation.
- (b) With unanimous agreement the Directors may borrow or provide security as they think fit and in particular by the issue of bonds, debentures or debenture stock or any mortgage, charge or other security on the undertaking of the whole or part of the property of the Company (both present and future) including its uncalled capital.
- (c) Debentures, debenture stock, bonds or other securities may be:
 - i. made assignable free from any equities between the Company and the person to whom the same has been issued; or
 - ii. issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise, and any debentures may be re-issued notwithstanding that they may have been made paid off or satisfied.

18.5 Indemnity

Subject to clause 29 and to the extent permitted by the Act, if any of the Directors or any other person becomes personally liable for the payment of any sum primarily due from the Company, the Directors may execute a mortgage, charge or security over the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable from any loss in respect of the liability.

18.6 Other offices of Directors

Subject to the Act, a Director may hold any other office or offices under the Company (except that of auditor) in conjunction with the office of Director and on such terms as to remuneration and otherwise as the Directors may arrange.

18.7 Director may act in professional capacity

- (a) Subject to the Act and clause (b), any Director (or the Director's firm) may act in a professional capacity for the Company and the Director (or the Director's firm) is entitled to remuneration for professional services as if the Director were not a Director.
- (b) A Director (or the Director's firm) must not act as the Company's auditor.

19 Proceedings of Directors

19.1 Calling and holding Directors' meetings

- (a) A Director may call a Directors' meeting by giving at least 48 hours' notice to each Director.
- (b) A notice of a Directors' meeting may be given as the Directors may determine, either in writing, orally or by using technology.

19.2 Circulating resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Identical copies of the document may be distributed for signing by different Directors and taken together will constitute one and the same document.
- (c) The resolution is passed when the last Director signs the document.

19.3 Directors' meetings by technology

- (a) For the purposes of the Act, each Director, by consenting to be a Director (or by reason of the adoption of this Constitution), consents to the use of each of the following technologies for holding a Directors' meeting:
 - i. video;
 - ii. telephone;
 - iii. any other technology that permits each Director to communicate with every other Director; or
 - iv. any combination of these technologies.
- (b) Where the Directors are not all in attendance at one place and are holding a meeting using technology and each Director can communicate with the other Directors:
 - i. the participating Directors are, for the purpose of every provision of this Constitution concerning meetings of the Board, taken to be assembled together at a meeting and to be present at that meeting; and
 - ii. all proceedings of those Directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were physically present in the one location.
- (c) A Director is conclusively presumed to have been present and to have formed part of a quorum at all times during a technology meeting unless that Director has previously obtained the express consent of the chairperson to leave the meeting.

19.4 Directors' resolutions

- (a) A resolution of the Directors must be passed by a majority of the votes of Directors present and entitled to vote on the resolution.
- (b) In case of an equality of votes, the chairperson of the meeting, in addition to his or her deliberative vote (if any), has a casting vote.

19.5 Minutes

The Directors must cause minutes to be made of:

- (a) all appointments of Directors, Alternate Directors and officers;
- (b) the names of the Directors present at each meeting of the Directors;
- (c) all orders made by the Directors;

- (d) all declarations made or notices given by any Director (either generally or specifically) of his or her interest in any contract or proposed contract or of his or her holding of any office or property whereby any conflict of duty or interest may arise; and
- (e) all resolutions and proceedings of meetings of Members and classes of Members and of the Directors,
- (f) and retain the minutes in a minute book for a period of at least 10 years or such other period as may be required under the Act.
- (g) The minutes of a meeting must be signed by the chairperson of the meeting or the chairperson of the next meeting.
- (h) In the absence of evidence to the contrary, contents of the minute book that is recorded and signed in accordance with this clause 19.5 is evidence of the matters shown in the minute.

19.6 Director's personal interests

If a Director has a material personal interest in a matter that relates to the affairs of the Company other than an interest that does not have to be disclosed under section 191(2) of the Act and the Director discloses the nature and extent of the interest and its relation to the affairs of the Company to the other Directors, in accordance with section 191 of the Act and the Directors (other than the Director with the personal interest) approve the participation of that Director in the matter and permits that Director to vote on the matter, then:

- (a) the Director may vote on matters that relate to the interest;
- (b) any transactions that relate to the interest may proceed; and
- (c) if the disclosure is made before the transaction is entered into:
 - i. the Director may retain benefits under the transaction even though the Director has the interest; and
 - ii. the Company cannot avoid the transaction merely because of the existence of the interest.

19.7 Quorum

- (a) At a meeting of Directors properly convened the number of Directors whose presence is necessary to constitute a quorum is one.
- (b) If the office of a Director becomes vacant, the remaining Directors may act but, if the total number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, the Directors may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum or for the purpose of convening a general meeting of the Company.
- (c) A quorum of Directors must be present throughout each Director's meeting. If a quorum is not present at any time the meeting is not validly convened but without affecting the validity of any business conducted before the absence of a quorum occurs.
- (d) Despite any other provision in this Constitution, if no quorum is present within 30 minutes after the time appointed for the meeting:
 - i. the meeting is adjourned for 24 hours;
 - ii. the quorum for that rescheduled meeting is 1; and
 - iii. if no Director attends that adjourned meeting, the meeting is regarded as dissolved.

19.8 Chairperson

- (a) The Directors must elect a Director to chair their meetings and may determine the period for which the Director is to be the chairperson.
- (b) Where a meeting of the Directors is held and:
 - i. a Director has not already been elected to chair that meeting under clause (a); or
 - ii. the previously elected chairperson declines to act or is not present within 15 minutes after the time appointed for the holding of the meeting,
- (c) the Directors present must elect one of their number to chair the meeting or part of the Meeting (as the case may be).
- (d) The chairperson does not have a casting vote in addition to any vote the chairperson has as a Director.

19.9 Delegation to Committees

- (a) The Directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit.
- (b) A committee must exercise the powers delegated to it in accordance with any directions of the Directors. The effect of the committee exercising a power in this way is the same as if it had been exercised by the Directors.
- (c) The members of a committee may elect one of their number as chairperson of their meetings.
- (d) Where a meeting of a committee is held and:
 - i. a chairperson has not already been elected to chair that meeting under clause (c); or
 - ii. the previously elected chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act,
- (e) the members present may elect one of their number to be chairperson of the meeting.
- (f) A committee may meet and adjourn as it thinks fit unless otherwise directed by the Directors.
- (g) Questions arising at a meeting of a committee must be determined by a majority of votes of the members present and voting.
- (h) In the case of an equality of votes, the chairperson has a casting vote, in addition to any vote the chairperson has in the chairperson's capacity as a member of the committee (if any).

19.10 Acts of Directors valid despite defective appointment

Any act done at any meeting of the Directors or of a committee of Directors by any person acting as a Director is, although it is later discovered that there was some defect in the appointment of any such Director or that the Director was disqualified, is valid as if the Director had been duly appointed and was qualified to be a Director or to be a member of the committee.

20 Managing Director

20.1 Appointment and tenure

- (a) The Directors may appoint one or more Directors to be Managing Director of the Company. The appointment of Managing Director will be for such period and on such terms as the Directors think appropriate.
- (b) The Directors may, subject to the terms of any agreement entered into in a particular case, revoke any appointment of Managing Director.

20.2 Ceasing to hold office

A Managing Director:

- (a) is subject to the same provisions as to resignation and removal as a Director as the other Directors of the Company; and
- (b) immediately ceases to be a Director if he or she ceases to be a Managing Director.

20.3 Powers

- (a) The Directors may on such terms and conditions and with such restrictions as they think appropriate, confer on a Managing Director any of the powers exercisable by the Directors.
- (b) Any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the Directors.
- (c) The Directors may at any time withdraw or vary any of the powers so conferred on a Managing Director.

21 Alternate Directors

21.1 Power to appoint an Alternate Director

- (a) Subject to clause (b) and with the other Directors' prior written approval, a Director (**Appointing Director**) may appoint an Alternate Director to exercise some or all of the Appointing Director's powers either indefinitely or for a specified period. An Alternate Director need not be a Director or Member.
- (b) A Managing Director must not appoint an Alternate Director to act as Managing Director.

21.2 Appointment

The appointment of an Alternate Director must be in writing and a copy given to the Company.

21.3 Rights and powers

- (a) An Alternate Director:
 - i. is entitled to notice of each Directors' meeting and if the Appointing Director is not present at any such meeting, the Alternate Director may attend and vote at that meeting in the Appointing Director's place; and
 - ii. is otherwise entitled to exercise all the powers of the Appointing Director in the Appointing Director's place (unless the appointment was limited to some only of the Appointing Director's powers, in which case the Alternate Director may only exercise those powers).

- (b) When an Alternate Director exercises the Appointing Director's powers, the exercise of the powers is just as effective as if the powers were exercised by the Appointing Director.

21.4 Alternate Director is not agent of appointor

An Alternate Director is responsible to the Company for his or her own acts and defaults as if the Alternate Director were an ordinary Director and is not deemed to be an agent of the appointing Director.

21.5 Termination of appointment

- (a) The Appointing Director may terminate the Alternate Director's appointment at any time.
- (b) The termination of an Alternate Director must be in writing and is not effective until a copy is given to the Company.
- (c) In any case, the appointment of an Alternate Director terminates when the Appointing Director ceases to hold office as Director.

22 Secretary

A Secretary of the Company holds office on such terms and conditions, as to remuneration and otherwise, as the Directors determine.

23 Records and inspection

- (a) The Directors must ensure that proper accounting and other records of the Company are kept and where required, distributed, in accordance with the requirements of the Act.
- (b) The Directors must determine whether and on what terms the accounting records and other documents of the Company or any of them will be open to the inspection of Members other than Directors.
- (c) A Member other than a Director does not have the right to inspect any document of the Company except as provided by the Act or authorised by the Directors or by the Company in general meeting.

24 Dividends and reserves

24.1 Prohibition on distribution of income or property to members:

The Company must not distribute any of the income or property of itself to any member by dividend or in any other manner.

25 Capitalisation of profits

25.1 Authority to capitalise

The Company may, by ordinary resolution in general meeting and on the recommendation of the Directors, resolve that:

- (a) it is desirable to capitalise any sum, being the whole or part of the amount for the time being standing to the credit of any reserve account or profit and loss account or otherwise available for distribution to Members; and

- (b) that sum may be applied, in any of the ways mentioned in clause 25.2, for the benefit of Members in the proportions to which those Members would have been entitled in a distribution of that sum by way of dividend.

25.2 Appropriation and application

A sum distributed to Members in accordance with clause 25.1 may be applied:

- (a) in paying up any amounts unpaid on shares held by Members; or
- (b) in paying up in full unissued shares or debentures to be issued to Members as fully paid.

25.3 Adjustment of Members' rights

The Directors must do all things necessary to give effect to a resolution referred to in clause 25.1 and, in particular, to the extent necessary to adjust the rights of the Members among themselves, may:

- (a) issue fractional certificates or make cash payments in cases where shares or debentures become issuable in fractions; and
- (b) authorise any person to enter into, on behalf of all the Members entitled to any further shares or debentures on the capitalisation, an agreement with the Company providing for the issue to them, credited as fully paid up, of any further shares or debentures or for the payment by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing shares by the application of their respective proportions of the sum resolved to be capitalised,

and any agreement made under an authority referred to in clause (b) is effective and binding on all the Members concerned.

25.4 Distribution

- (a) If a distribution of capitalised profits is made on more than one class of shares, the distribution made on the shares of any particular class may be at a higher, lower or at the same rate as the distribution made on the shares of another class,
- (b) provided that the shares in any one class participate equally among themselves in any distribution made of capitalised profits in respect of that class.
- (c) There can be no objection to any resolution which declares a higher rate of distribution on the shares of any class or classes than the distribution made on the shares of any other class or classes.

26 Power of Attorney

26.1 Appointment of Attorney

Each Member (**Appointor**) irrevocably appoints the Company (**Attorney**), as its agent and attorney, with power to do everything necessary or expedient in the name of the Appointor and on its behalf to give effect to any of the transactions contemplated by this Constitution to the extent that the Appointor has failed to act in the manner required by this Constitution, including to:

- (a) settle, execute and deliver in the name of the Appointor and on its behalf all documents necessary to give effect to the transactions contemplated by this Constitution and all documents that are contemplated by or reasonably, ancillary or incidental to any such document, including conveyances, assignments, novations and transfers;

- (b) do everything necessary or expedient in the name of the Appointor and on its behalf to complete the transactions contemplated by this Constitution; and
- (c) exercise any rights attaching to the Appointor's shares, including voting rights, rights to appoint a proxy or representative, rights to attend and speak at a meeting of members of the Company and agree to such meetings being called on short notice.

The Attorney may:

- (d) appoint or remove any substitute, delegate or sub-attorney at any time; and
- (e) exercise its rights and powers under this clause 26:
- (f) in its own name or in the name of the Appointor; and
- (g) even if it benefits from the exercise of the rights or powers.

26.2 Further acts

The Appointor declares that all acts and things done by the Attorney and its substitutes, delegates and sub-attorneys in exercising rights and powers under this clause 26 will be as good and valid as if they had been done by the Appointor and agrees to:

- (a) ratify and confirm whatever the Attorney and its substitutes, delegates and sub-attorneys do, or cause to be done, in lawfully exercising their rights and powers under this clause 26;
- (b) indemnify the Attorney and its substitutes, delegates and sub-attorneys against all claims, demands, costs, charges, expenses, outgoing, losses and liabilities arising in any way in connection with the lawful exercise of their rights and powers under this clause 26; and
- (c) deliver to the Attorney on demand any power of attorney, instrument of transfer or other instruments as the Attorney may require for the purposes of this clause 26.

26.3 Irrevocable

The Appointor declares that the rights and powers granted to the Attorney under this clause 26 are given for valuable consideration and are irrevocable.

27 Notices

27.1 How notice to be given

A Member may, by written notice to the Secretary left at or sent to the Office, require that all notices to be given by the Company or the Directors be served on the Member's representative at an address specified in the notice.

The Company may give a notice to any Member by:

- (a) serving it on the Member personally;
- (b) properly addressing, prepaying and posting the notice to the Member or leaving it at the Member's address as shown in the Register or the address supplied by the Member to the Company for the giving of notices;
- (c) sending it by email to an email address nominated by the Member;
- (d) sending it via any other electronic means permitted by the Act and nominated by the Member for the giving of notices, including providing an electronic link to the notice; or

- (e) giving it by any other means permitted or contemplated by this clause 26 or the Act.

27.2 When notice is given

A notice is deemed to be given by the Company and received by the Member:

- (a) if delivered in person, when delivered to the Member;
- (b) if posted, on the day after the date of posting to the Member, whether delivered or not; or
- (c) if sent by email or other electronic means, on the day after the date of its transmission,
- (d) but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am (addressee's time) on the next Business Day.

27.3 Notice to joint holders

A notice may be given by the Company to joint Members by sending the notice to the joint Member first named in the Register or to an alternative address (if any) nominated by that Member.

28 Winding up

If the company is wound up, the liquidator may, with the sanction of a Special Resolution of the Company, divide amongst another organisation or organisations having the same object, the whole or any part of the assets of the company irrespective as to whether they are the same property or not.

29 Indemnity

29.1 Interpretation

In this clause 29:

- (a) **proceedings** means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act in their capacity as an officer of the Company (including proceedings alleging that they were guilty of negligence, default, breach of trust or breach of duty in relation to the Company); and
- (b) **officer** has the meaning given to that term in section 9 of the Act.

29.2 Scope of indemnity

In addition to any other indemnity provided to an officer of the Company in accordance with the Act, and to the extent permitted by the Act and any applicable Law:

- (a) every officer of the Company will be indemnified out of the assets of the Company against any liability incurred by them in relation to the execution of their office;
- (b) no officer of the Company is liable for any loss or damage incurred by the Company in relation to the execution of his or her office;
- (c) every officer of the Company will be indemnified out of the assets of the Company against any liability which he or she incurs:
 - i. in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the officer or in which the officer is acquitted;

ii. in connection with any application, in relation to any such proceedings, in which relief is granted under the Act to the officer by the Court; and

(d) every officer of the Company will be indemnified out of the assets of the Company against any liability to another person (other than the Company or a Related Body Corporate of the Company) where the liability is incurred by the officer in their capacity as an officer of the Company, provided that this indemnity will not apply where the liability arises out of conduct involving a lack of good faith.

29.3 Insurance

In addition to the payment of any other insurance premium by the Company in accordance with the Act, and to the extent permitted by the Act and any applicable Law, the Company may pay the premium in respect of a contract insuring an officer of the Company against a liability:

- (a) incurred by the officer of the Company in his or her capacity as officer, provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of sections 182 or 183 of the Act; or
- (b) for costs and expenses incurred by that officer of the Company in defending proceedings, whatever their outcome.

ARMSTRONG COLLECTIVE SUPER PTY LTD
ACN: 658 865 251

Consent to Act As
Director and Secretary

Pursuant to Section 201D and 204C of the *Corporations Act 2001*

TO: The Board of Directors
ARMSTRONG COLLECTIVE SUPER PTY LTD
UNIT 8 435-439 FULLARTON ROAD
HIGHGATE SA 5063

I, TESS ALEXANDREA BEDDOME, hereby consent to act as a Director and Secretary of ARMSTRONG COLLECTIVE SUPER PTY LTD upon registration by the Australian Securities and Investments Commission.

My personal details are as follows:

Full name: TESS ALEXANDREA BEDDOME
Former names (if any): NONE
Residential Address: 62 ULUPNA ROAD ORMOND VIC 3204

Date of Birth: 9th December 1987
Place of Birth: MELBOURNE, VIC

Dated: the 19th day of April 2022



.....
TESS ALEXANDREA BEDDOME

ARMSTRONG COLLECTIVE SUPER PTY LTD
ACN: 658 865 251
Consent to Act As
Director

Pursuant to Section 201D of the *Corporations Act 2001*

TO: The Board of Directors
ARMSTRONG COLLECTIVE SUPER PTY LTD
UNIT 8 435-439 FULLARTON ROAD
HIGHGATE SA 5063

I, SAMUEL ARMSTRONG, hereby consent to act as a Director of ARMSTRONG COLLECTIVE SUPER PTY LTD upon registration by the Australian Securities and Investments Commission.

My personal details are as follows:

Full name: SAMUEL ARMSTRONG
Former names (if any): NONE
Residential Address: 62 ULUPNA ROAD ORMOND VIC 3204

Date of Birth: 3rd August 1984
Place of Birth: MELBOURNE, VIC

Dated: the 19th day of April 2022



.....
SAMUEL ARMSTRONG

ARMSTRONG COLLECTIVE SUPER PTY LTD
ACN: 658 865 251
Consent to Become a
Member

Pursuant to Section 120 of the *Corporations Act 2001*

TO: The Board of Directors
ARMSTRONG COLLECTIVE SUPER PTY LTD
UNIT 8 435-439 FULLARTON ROAD
HIGHGATE SA 5063

I, TESS ALEXANDREA BEDDOME, hereby consent to become a Member of ARMSTRONG COLLECTIVE SUPER PTY LTD.

My personal details are as follows:

Full name: TESS ALEXANDREA BEDDOME

Former names (if any):

Residential Address: 62 ULUPNA ROAD ORMOND VIC 3204

Upon registration of the Company, I agree to take up shares in ARMSTRONG COLLECTIVE SUPER PTY LTD as outlined in the table below:

<i>Class of Share</i>	<i>Shares Held</i>	<i>Amount Paid per Share</i>	<i>Amount Unpaid per Share</i>	<i>Fully Paid</i>	<i>Beneficially Held</i>
ORD	90	\$1	\$0	Y	Y

Dated: the 19th day of April 2022



.....
TESS ALEXANDREA BEDDOME

ARMSTRONG COLLECTIVE SUPER PTY LTD
ACN: 658 865 251
Consent to Become a
Member

Pursuant to Section 120 of the *Corporations Act 2001*

TO: The Board of Directors
ARMSTRONG COLLECTIVE SUPER PTY LTD
UNIT 8 435-439 FULLARTON ROAD
HIGHGATE SA 5063

I, SAMUEL ARMSTRONG, hereby consent to become a Member of ARMSTRONG COLLECTIVE SUPER PTY LTD.

My personal details are as follows:

Full name: SAMUEL ARMSTRONG

Former names (if any):

Residential Address: 62 ULUPNA ROAD ORMOND VIC 3204

Upon registration of the Company, I agree to take up shares in ARMSTRONG COLLECTIVE SUPER PTY LTD as outlined in the table below:

<i>Class of Share</i>	<i>Shares Held</i>	<i>Amount Paid per Share</i>	<i>Amount Unpaid per Share</i>	<i>Fully Paid</i>	<i>Beneficially Held</i>
ORD	90	\$1	\$0	Y	Y

Dated: the 19th day of April 2022



.....
SAMUEL ARMSTRONG

ARMSTRONG COLLECTIVE SUPER PTY LTD

ACN 658 865 251

Registered in South Australia under the *Corporations Act 2001* (Cth)

Share Certificate

Certificate No: 1

This is to certify that:

Tess Alexandra Beddome

of 62 ULUPNA ROAD ORMOND VIC 3204

is the registered holder of:

Number of shares: 90

Class of shares: ORD

Fully or partly paid: Y

in the Company subject to the Constitution in force from time to time.

Executed by **ARMSTRONG COLLECTIVE**)
SUPER PTY LTD by its duly authorised officer:)
)
)
)
)



.....
Signature of authorised director
Samuel Armstrong

Date: the 19th day of April 2022

ARMSTRONG COLLECTIVE SUPER PTY LTD

ACN 658 865 251

Registered in South Australia under the *Corporations Act 2001* (Cth)

Share Certificate

Certificate No: 2

This is to certify that:

Samuel Armstrong

of 62 ULUPNA ROAD ORMOND VIC 3204

is the registered holder of:

Number of shares: 90

Class of shares: ORD

Fully or partly paid: Y

in the Company subject to the Constitution in force from time to time.

Executed by ARMSTRONG COLLECTIVE)
SUPER PTY LTD by its duly authorised officer:)



.....
Signature of authorised director
Tess Alexandrea Beddome

Date: the 19th day of April 2022

Minutes Record

Minutes of the first meeting of directors of
Armstrong Collective Super Pty Ltd
ACN: 658 865 251

Held at:	UNIT 8 435 FULLARTON ROAD HIGHGATE SA 5089
Present:	Tess Alexandra Beddome Samuel Armstrong
Chair:	The following person was appointed Chairperson of the first meeting of Directors. Tess Alexandra Beddome
Registration of Company	Discussed that all matters relating to the registration of the Company had been attended to and that the Company had been registered on 19th April 2022. The certificate of registration was tabled as evidence the Company was duly registered.
Director(s)	Resolved that Tess Alexandra Beddome Samuel Armstrong
Secretary(ies)	Resolved that Tess Alexandra Beddome be appointed secretary(s) of the Company and signed consent(s) were tabled.
Register of Members	Resolved that the following members be entered in the register of members in accordance with their consent(s) and share certificate(s) which were tabled. Tess Alexandra Beddome Samuel Armstrong
Public Officer	Resolved that the following person be appointed to fill the position of public officer, as required by Section 252 of the <i>Income Tax Assessment Act</i> and that notice of such appointment be given to the Australian Tax Office: Tess Alexandra Beddome
Registered Office	Resolved that the registered office of the Company be located at: UNIT 8 435 FULLARTON ROAD HIGHGATE SA 5089
Principal Place of Business	Resolved that the principal place of business be located at: 62 ULUPNA ROAD ORMOND VIC 3204
Constitution	Resolved that the constitution tabled at the meeting be approved and adopted as the constitution of the company.
Register of option holders	Resolved: to establish, and keep up to date, a register of option holders in accordance with sections 168(1)(b) of the <i>Corporations Act</i> .
Register of debenture holders	Resolved: to establish, and keep up to date, a register of debenture holders in accordance with sections 168(1)(c) of the <i>Corporations Act</i> .
Financial records	Resolved: to do everything necessary to establish, and keep up to date, the financial records of the company, as required by the <i>Corporations Act</i> .
Bank account	Resolved: to approve and open the bank accounts and to appoint the signatories in accordance with the terms of the bank account mandate forms.

Maintaining records

Resolved: to notify the relevant authorities and update the company's records in relation to the business.

Closure

There being no further business the meeting was closed.

Signed as a true and correct record:
Dated: the 19th day of April 2022



Tess Alexandra Beddome (Chairperson)



Self-managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of

Fund name

Armstrong Collective Super Fund

I am responsible for ensuring that the fund complies with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing the fund's compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

SOLE PURPOSE

I understand it is my responsibility to ensure the fund is only maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

TRUSTEE DUTIES

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- ensure that members only access their super benefits if they have met a legitimate condition of release
- refrain from entering into transactions that circumvent restrictions on the payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund
 - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers allowed by special determinations or acquisitions as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

- having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
 - all trustee declarations
 - copies of all reports given to members
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund
- ensure that an approved auditor is appointed within the prescribed period (currently this is no later than 31 days before the due date for lodgment of the fund's annual return but this may change to 45 days) to audit the fund for each income year, and provide that auditor with documents as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 28 days of the fund being wound up or after becoming aware that the fund has ceased to be an SMSF.

DECLARATION

By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- *I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.*
- *I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.*
- *I do not have access to the government's financial assistance program that is available to trustees of Australian Prudential Regulation Authority (APRA) regulated funds in the case of financial loss due to fraudulent conduct or theft.*

Trustee's or director's name

Tess Beddome

Trustee's or director's signature




Date

Day / Month / Year
23 / 04 / 2022

Witness' name (witness must be 18 years old or over)

Samuel Armstrong

Witness' signature



Date

Day / Month / Year
23 / 04 / 2022

Certificate of Registration of a Company

This is to certify that

ARMSTRONG COLLECTIVE SUPER PTY LTD

Australian Company Number 658 865 251

is a registered company under the Corporations Act 2001 and
is taken to be registered in Victoria.

The company is **limited by shares**.

The company is a **proprietary** company.

The day of commencement of registration is
the nineteenth day of April 2022.



ASIC

Australian Securities & Investments Commission

Issued by the
Australian Securities and Investments Commission
on this nineteenth day of April, 2022

A handwritten signature in black ink, appearing to read 'J Longo'.

Joseph Longo
Chair

CERTIFICATE

SUPERANNUATION FUND DEED

Armstrong Collective Super Fund

Armstrong Collective Super Pty Ltd
(Trustee)

EVAN RICHARDS & ASSOCIATES

Demystifying Law, Delivering Value

Level 4, 22 Grenfell Street

Adelaide SA 5000

evan.richards@erichards.com.au

www.erichards.com.au

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Date

This deed is made on 19/04/2022

Parties

Name	Armstrong Collective Super Pty Ltd ('Trustee')
Address	UNIT 8 435-439 FULLARTON ROAD HIGHGATE SA 5063

Name	Tess Alexandra Beddome ('Member')
Address	62 ULUPNA ROAD ORMOND VIC 3204

Name	Samuel Armstrong ('Member')
Address	62 ULUPNA ROAD ORMOND VIC 3204

Recitals

- A. The Trustee hereby establishes an indefinitely continuing complying superannuation fund (Fund) which is:
- a. A self-managed superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993-,
 - b. A complying superannuation fund for the purposes of the Income Tax Assessment Act 1997,
 - c. A regulated superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993;
 - d. An accumulation fund within the meaning of the Superannuation Industry (Supervision) Regulations 1994; and e. subject to the duties and powers under this Deed for the purpose of providing superannuation benefits for those persons who, being eligible for membership, become Members of the Fund and their Dependants.
- B. The Trustee agrees to act as Trustee of the Fund.

Now this deed witnesses that the Trustee hereby constitutes an indefinitely continuing superannuation fund known as the "Armstrong Collective Super Fund" vested in and controlled and administered by the Trustee upon the trusts of this Deed (which includes this preamble, the Recitals and all of the following Parts hereof) effective from the date hereof.

Operative Terms

1 Definitions

Term	Meaning
Account	an account established by the Trustee for the purpose of administering the Fund or calculating the Benefits payable in respect of a Member or for any other purpose under this Deed
Account-Based Pension	has the meaning given in sub-regulation 1.03(1) of the SIS Regulations
Allocated Pension	a Pension that complies with sub-regulation 1.06(4) of the SIS Regulations
Auditor	an approved auditor within the meaning of the Relevant Law being the auditor appointed by the Trustee from time to time to audit the Fund
Beneficiary	a person (including a Member or a former Member) beneficially entitled to a Benefit from the Fund
Benefit	the benefits payable or that may be payable to a Member or his Dependants or any other person under this Deed or the Relevant Law
Commencement Date	the date of this Deed
Deed	this Deed
Dependant	<ul style="list-style-type: none"> a) a Member's spouse and, where there is more than one person who fits that description, the person determined by the Trustee to be the Member's spouse; b) a Member's child including any person who is, in the Trustee's opinion, maintained as a child by the Member; c) any other person whom the Trustee considers to be substantially financially dependant on the Member at the relevant time; and d) any other person considered to be a dependant under the Relevant Law
Eligible Fund	a superannuation fund, an approved deposit fund, an eligible rollover fund, a rollover annuity, or any other like fund or annuity which the acceptance of monies or assets from, or the payment or transfer of monies or assets to, would not, in the opinion of the Trustee, be in breach of the Relevant Law

Term	Meaning
Eligible Person	any person who is eligible to become a member of a self managed superannuation fund under the Relevant Law
Financial Year	<ul style="list-style-type: none"> a) the period from the Commencement Date to the following 30 June; b) the period from each subsequent 1 July to each following 30 June before the termination of the Fund; c) the period from the last 1 July before the termination of the Fund to the date of termination of the Fund; and d) such other period ending on such other date as the Trustee may from time to time determine
Fund	all of the assets from time to time held by the Trustee in the trusts established by this Deed
Member	a person who has been admitted to membership of the Fund and has not ceased membership of the Fund
Old-Age Pension	has the meaning given in section 10 of the SIS Act
Pension	has the meaning given in section 10 of the SIS Act
Pension Standards	<ul style="list-style-type: none"> a) for an Account-Based Pension, the standards in sub-regulation 1.06(9A) of the SIS Regulations; b) for an Allocated Pension, the standards in sub-regulation 1.06(4) of the SIS Regulations; c) for a Transition to Retirement Income Stream, the standards in the definition of that term in sub-regulation 6.01(2) of the SIS Regulations; and d) for any other Old-Age Pension, the relevant standards contained in the SIS Regulations

Term	Meaning
Relevant Law	<p>that legislation which must be complied with, or that the Trustee considers desirable to comply with, in order for the Fund to be a regulated and complying self managed superannuation fund or such other fund (whether by another name) that is entitled to concessional treatment for Taxation purposes. That legislation may include:</p> <ul style="list-style-type: none"> a) the SIS Act; b) the SIS Regulations; c) the <i>Superannuation (Financial Assistance Funding) Levy Act 1993</i> (Cth); d) the <i>Superannuation (Resolution of Complaints) Act 1993</i> (Cth); e) the <i>Superannuation (Rollover Benefits) Levy Act 1993</i> (Cth); f) the <i>Superannuation Entities (Taxation) Act 1987</i> (Cth); g) the <i>Superannuation Supervision Levy Act 1991</i> (Cth); h) the <i>Income Tax Assessment Act 1936</i> (Cth); i) the <i>Income Tax Assessment Act 1997</i> (Cth); and j) any other legislation, requirements, standards, guidelines, rulings or announcements
Review Date	the final day of each Financial Year and/or any other date the Trustee determines in its absolute discretion
SIS Act	the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)
SIS Regulations	the <i>Superannuation Industry (Supervision) Regulations 1994</i> (Cth)
Taxation	includes income tax (including capital gains tax, tax on eligible termination payments and tax on contributions), payroll tax, land tax, goods and services tax, stamp duty and any other taxes or duties
Transition to Retirement Income Stream	has the meaning given by sub-regulation 6.01(2) of the SIS Regulations
Trustee	the trustee(s) for the time being of the Fund

2 Rules of interpretation

- a) Any provision of this Deed must be read down to the extent necessary to be valid. If that is not possible, it must be severed. All other provisions of this Deed are unaffected.
- b) A provision of this Deed will not be construed to the disadvantage of a party because that party was responsible for including that provision and/or that provision benefits that party.
- c) In this Deed unless the contrary intention appears:
 - (i) a person includes any other legal entity and vice versa;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a gender includes all other genders;
 - (iv) where an expression is defined, its other grammatical forms have a corresponding meaning;
 - (v) a clause or annexure is a clause of or an annexure to this Deed;
 - (vi) a reference to a document is to that document as amended or varied;
 - (vii) any legislation includes any subordinate legislation and amendments;
 - (viii) conduct includes any act, omission, representation, statement or undertaking whether or not in writing;
 - (ix) 'writing', 'written' and 'in writing' include any mode of representing or reproducing words in a visible form; and
 - (x) 'including', or similar words, does not limit what else might be included.

Headings are for convenience and do not affect the interpretation of this Deed.

3 Relevant Law

3.1 Inconsistency

Any provision of this Deed that is inconsistent or conflicts with the Relevant Law or prevents the Trustee from complying with the Relevant Law must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this Deed but only to the extent necessary to avoid that effect. All other provisions of this Deed continue to be valid and enforceable.

3.2 Power to act in accordance with Relevant Law

The Trustee has the power to do all acts and things, or to omit to do such acts and things, as the Trustee considers necessary, desirable or expedient for the Fund to comply with the Relevant Law.

3.3 Deemed inclusion of Relevant Law

Notwithstanding any provision of this Deed, any clause or provision that must be included in this Deed from time to time in order for the Fund to comply with the Relevant Law is deemed to be included in this Deed as if every such provision was set out in this Deed, but only for so long as that deemed inclusion is necessary for the Fund to comply with the Relevant Law.

4 The Fund

4.1 Establishment

By this Deed the Trustee establishes the Armstrong Collective Super Fund.

4.2 Fund vested in Trustee

- (a) The Fund will be vested in the Trustee.
- (b) The Trustee will at all times hold, control and manage the Fund in accordance with the provisions of this Deed.
- (c) No Member will have any beneficial interest in the Fund or any asset of the Fund.

4.3 Purpose

Trustee must be a Constitutional Corporation or where the Trustee is not a Constitutional Corporation the primary purpose of the Fund shall be to provide old age pension and maintained solely for one or more of the purposes laid out in section 62 of the SIS Act.

5 Trustee

5.1 Number of Trustees

- (a) Where the Trustee consists of a constitutional corporation, there will only be one Trustee.
- (b) Where the Trustee consists of natural persons, there may be any number of Trustees subject to any minimum and maximum number prescribed by the Relevant Law.

5.2 Appointment and removal

- (a) Members may at any time by deed:
 - (i) remove any Trustee who is not a Member or a person acting as Trustee pursuant to **clauses 5.2(c) to 5.2(f)**;
 - (ii) appoint any person in that Trustee's place; and/or
 - (iii) appoint any person as an additional or replacement Trustee.
- (b) A Trustee will continue to hold office until the Trustee:
 - (i) resigns by notice to the Members;
 - (ii) if a natural person, dies;
 - (iii) if a natural person, becomes incapable of performing his duties as Trustee;
 - (iv) if a company, becomes an externally administered body corporate (as defined in the *Corporations Act 2001* (Cth)) or has a provisional liquidator appointed;
 - (v) is removed from office by the Members pursuant to the provisions of this Deed or the Relevant Law; or
 - (vi) becomes a disqualified person under the Relevant Law.
- (c) Subject to any restrictions imposed by the Relevant Law, if a Member dies:

- (i) the deceased Member's legal personal representative may act as a Trustee in place of the deceased Member for so long as the Relevant Law allows; and
- (ii) for the purpose of this **clause 5.2(c)** the 'legal personal representative' of a deceased Member includes the executor named in the Will of the deceased Member whether or not a grant of Probate has been issued or will be sought in relation to the deceased Member's estate.
- (d) If a Member is under a legal disability, that Member's legal personal representative may act as Trustee in his place.
- (e) If a Member is under a legal disability because of age, and the Member does not have a legal personal representative, the Member's parent or guardian may act as Trustee on behalf of the Member.
- (f) A Trustee may, by enduring power of attorney, appoint another person to act as Trustee in his place.
- (g) Where the Trustee consists of a constitutional corporation, the Members will do all things necessary to ensure that the appointment and removal of directors of the Trustee is governed in a manner substantially similar to **clauses 5.2(c) to 5.2(f)**.
- (h) Section 14(2)(c) of the *Trustee Act* 1936 (SA) does not apply to this Deed.

5.3 Trustee meetings

- (a) Any Trustee may at any time convene a Trustees' meeting by notice to the other Trustees.
- (b) The Trustee that convenes the Trustees' meeting will be the chairman of the meeting unless all of the Trustees agree otherwise.
- (c) A Trustees' meeting may be held by any technological means by which the Trustees are able simultaneously to hear each other and to participate in discussion.
- (d) Subject to the provisions of this Deed, the Trustees may meet together, adjourn and regulate their meetings as they think fit.
- (e) A quorum for a meeting of Trustees is two Trustees unless there is only one Trustee, when a quorum is that Trustee.

5.4 Decisions of Trustees

- (a) Each Trustee has one vote and questions arising at a Trustees' meeting will be decided by a majority of the Trustees present and voting.
- (b) If there are an equal number of votes for and against a resolution the chairman of the Trustees' meeting will have the casting vote.

5.5 Minutes

- (a) The Trustees must record their decisions in written minutes, signed by the chairman of the Trustees' meeting.
- (b) Signed minutes are sufficient evidence of decisions and proceedings at meetings unless proved incorrect.

5.6 Written resolutions

A resolution in writing signed by all of the Trustees (or if the Trustee is a constitutional corporation, a resolution signed by all of the directors of the Trustee) will:

- (a) have the same effect and validity as a resolution of all the Trustees present and voting at a Trustees' meeting; and
- (b) be deemed to have been passed on the day on which the document was last signed by a Trustee (or if the Trustee is a constitutional corporation, by a director), notwithstanding that the written resolution may have been signed in two or more counterparts and may be in the form of a copy, telex, or facsimile transmission.

5.7 Conflict of interest

- (a) A Trustee and any firm, body or entity in which a Trustee has a direct or indirect interest may in any capacity:
 - (i) enter into any contracts or arrangement with the Fund;
 - (ii) be appointed to and hold any office or place of profit under the Trustees, other than the office of Auditor; and
 - (iii) act in a professional capacity, other than as the Auditor, for the Fund,

and may receive and retain for his own benefit any remuneration, profits or benefits as if he was not a Trustee.

- (b) Every Trustee must disclose his interest to the other Trustees.
- (c) The failure by a Trustee to make disclosure under this **clause 5.7** does not render void or voidable a contract or arrangement in which the Trustee has a direct or indirect interest.
- (d) A Trustee may vote in respect of a contract or arrangement or any other matter in which the Trustee has a direct or indirect interest.

5.8 Validity of acts of Trustees

The acts of the Trustee will remain valid notwithstanding that it is subsequently discovered that there was a defect in the appointment of a person as a Trustee or a person appointed as a Trustee was a disqualified person for the purposes of the Relevant Law.

5.9 Constitution

The Trustee must, if a constitutional corporation, ensure that its Constitution is consistent with any applicable requirements of the Relevant Law.

6 Trustee's duties

The Trustee (and if the Trustee is a constitutional corporation, the directors of the Trustee) must:

- (a) act honestly in all the Trustee's dealings with the Fund;
- (b) exercise the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another person for whom the person felt morally bound to provide;
- (c) ensure that the Trustee's duties and powers in respect of the Fund are performed and exercised in the best interests of Members;
- (d) keep the money and other assets of the Fund separate from any money and assets of the Trustee; and
- (e) not enter into any contract or do anything else that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers in respect of the Fund.

7 Trustee's powers

7.1 All powers

The Trustee will have power to do everything necessary or desirable to manage, administer and deal with the Fund and all proceedings, matters and things connected with the Fund in an efficient and economical manner and so as to comply with the Relevant Law, including:

- (a) entering into and executing all contracts, deeds and documents and doing all such matters and things as it considers expedient for the purpose of carrying out the trusts, authorities, powers and discretions conferred upon the Trustee by this Deed;
- (b) giving such undertakings and incurring all such obligations relating to the Fund as the Trustee thinks fit;
- (c) instituting, conducting, defending or abandoning, settling, compromising or submitting to arbitration any claim, proceedings, matter or thing relating to the Fund or to the rights of Members or other persons claiming to be entitled to be paid a benefit from the Fund;
- (d) borrowing or lending money and securing the repayment of that money in any manner and upon any terms, with or without security which the Trustee may consider advisable;
- (e) insuring or re-insuring any risks, contingencies or liabilities of the Fund;
- (f) paying out of the Fund all expenses of and incidental to the management and administration of the Fund, including the fees of any advisers or agents and the remuneration of persons appointed pursuant to this Deed;
- (g) giving receipts and releases or discharges of any other kind in relation to any debts owed to the Fund; and

- (h) indemnifying or undertaking to indemnify any person in respect of any claim, matter or thing relating to the Fund or to the rights of Members or other persons entitled in respect of the Fund.

7.2 Absolute discretion

- (a) The Trustee, in the exercise of the authorities, powers and discretions given to it under this Deed, has an absolute and unfettered discretion and may from time to time exercise or enforce all or any of such powers, authorities and discretions, and will have power generally to do all such things as the Trustee in its absolute discretion considers appropriate in the administration of the Fund and the performance of its obligations under this Deed.
- (b) The Trustee may also in its absolute discretion waive any requirement of this Deed in respect of any Member.

7.3 Delegation

The Trustee may delegate and vary or remove any delegation to any person, on such terms as the Trustee may think fit, any of the authorities, powers and discretions conferred upon the Trustee by this Deed or the Relevant Law.

7.4 Remuneration

- (a) The Trustee will not receive any salary or remuneration from the Fund in respect of its services as Trustee.
- (b) Subject to the Relevant Law, nothing in this Deed will preclude any firm, corporation or partnership of which the Trustee or any of its directors is a partner, director, shareholder, related body corporate (as defined in the *Corporations Act 2001* (Cth)) or employee from being paid out of the Fund any proper fees or remuneration for professional or other services rendered by such firm, corporation or partnership in connection with the Fund.

7.5 Confidentiality

The Trustee will regard as strictly confidential so far as practicable all information disclosed to or gained by it in the course of administering the Fund or otherwise in connection with this Deed, or anything relating or incidental to it.

7.6 Dependants and other beneficiaries

The Trustee may exercise all its powers under this Deed and the Relevant Law in respect of Dependants and any other person entitled to a Benefit. All such persons must comply with the provisions of this Deed and any direction of the Trustee in relation to the payment of any Benefit to them or otherwise.

7.7 Indemnity

The Trustee (and if a constitutional corporation, each of its directors) will be indemnified out of the Fund against all liabilities, losses, costs and expenses incurred in the exercise, purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

7.8 Release

The Trustee (and if a constitutional corporation, each of its directors) is released from all liabilities, losses, costs and expenses incurred in the exercise, purported exercise or attempted exercise of the

trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

7.9 Limited indemnity and release

Nothing in this Deed has the effect of giving the Trustee (and if a constitutional corporation, each of its directors) an indemnity or release in respect of any liability:

- (a) for a breach of trust, where the Trustee fails to act honestly, or intentionally or recklessly fails to exercise, the degree of care and diligence that the Trustee was required to exercise; or
- (b) for a monetary penalty under a civil penalty order.

7.10 Trustee's lien

The Trustee will have, to the extent permitted by law, a lien on and over the assets of the Fund for the purpose of satisfying the indemnities given to the Trustee under this Deed and the Relevant Law.

8 Membership

8.1 Admission

The Trustee may in its absolute discretion admit any Eligible Person who has lodged with the Trustee an application for membership, in such form as the Trustee may require, to membership of the Fund.

8.2 Bound by this Deed

Every person admitted to membership of the Fund becomes a Member and is bound by this Deed.

8.3 Variation of membership terms

The Trustee may, by written agreement with any Member, vary the terms and conditions applicable to that Member's membership of the Fund, including the contributions and benefits payable to or in respect of the Member.

8.4 Information to new Members

The Trustee must, as soon as practicable after the admission of a Member, give to that Member any information required by the Relevant Law.

8.5 Trustee's requirements

A Member must provide such information and documents, submit to such medical examinations, and generally do such things as the Trustee deems necessary in order for the Trustee to satisfy itself that such person is entitled to a Benefit from the Fund.

8.6 Cessation

A Member ceases to be a Member if:

- (a) the Member dies; or
- (b) all Benefits payable to the Member under the Fund have been:
 - (i) transferred to another fund pursuant to **clause 10**; or
 - (ii) paid to the Member pursuant to **clause 14**.

9 Contributions to the Fund

9.1 Employer contributions

Subject to **clause 9.4**, the Trustee will accept such contributions to the Fund from a Member's employer as may be agreed from time to time between the Trustee, the Member and the employer.

9.2 Member contributions

Subject to **clause 9.4**, the Trustee will accept such contributions to the Fund as a Member may wish to make from time to time.

9.3 Manner and timing of contributions

The Trustee may determine the manner and timing of contributions to be accepted from a Member or a Member's employer.

9.4 Contributions

The Trustee:

- (a) may accept contributions from any person in respect of a Member to the extent permitted by the Relevant Law;
- (b) must not accept any contribution if, in the opinion of the Trustee, the acceptance of the contribution would be in breach of the Relevant Law; and
- (c) may refuse to accept such contributions as the Trustee deems appropriate.

9.5 Form of contributions

- (a) Contributions may be made either in cash or by transfer to the Trustee of an asset in specie or by any other means authorised by the Relevant Law.
- (b) If a contribution is made by the transfer of an asset to the Trustee:
 - (i) the amount of the transfer will be the market value of that asset determined by the Trustee at the time of its transfer; and
 - (ii) the other terms and conditions of the transfer will be as determined by the Trustee.

10 Transfers to and from other funds

10.1 Transfers to other funds

- (a) If requested by a Member, the Trustee may pay or transfer all or part of the Member's Benefits to an Eligible Fund, provided that the payment or transfer is not in breach of the Relevant Law.
- (b) If a Member ('Requesting Member') makes a request ('Transfer Request') pursuant to **clause 10.1(a)** of this Deed, the Trustee must resolve within one month whether or not to accept the Transfer Request.
- (c) If the Trustee does not accept the Transfer Request, the Requesting Member may, by one month's notice to each of the other Members, call a meeting of the Members to reconsider the Transfer Request.

- (d) A quorum for a Members' meeting will be two Members unless there is only one Member, when a quorum is that Member.
- (e) The chairman of the meeting will be the Requesting Member unless all of the members agree otherwise.
- (f) Any Member may appoint a proxy to vote on that Member's behalf.
- (g) If there are an equal number of votes in favour of and against accepting the Transfer Request, the chairman will have the casting vote.
- (h) If a majority of votes at the meeting of members are in favour of accepting the Transfer Request, the Requesting Member must notify the Trustee ('Notice') of that decision within one month.
- (i) The Members' decision in relation to a Transfer Request is binding on the Trustee.
- (j) The Trustee must pass all resolutions and do all acts necessary to give effect to the Transfer Request within one month of receiving the Notice unless the Requesting Member agrees otherwise.

10.2 Transfer by Trustee

The Trustee may of its own initiative pay or transfer the whole or part of a Member's Benefits to an Eligible Fund in such circumstances as may be permitted or required by the Relevant Law, whether or not the Member has requested or consented to such payment or transfer.

10.3 Benefits cease

The payment or transfer of a Member's Benefits to an Eligible Fund satisfies the Member's entitlement to those Benefits to the extent of the amount so paid or transferred. The receipt of such an amount by the Trustee of the other Eligible Fund completely discharges the Trustee for any liability in respect of that amount. The Trustee will have no responsibility to see to the application of that amount.

10.4 Transfers from other funds

If a Member requests, the Trustee may accept the transfer of money or assets from an Eligible Fund. The Trustee will credit the Member's Accounts in the manner agreed between the Trustee and the Member with the money or assets so received.

11 Investment portfolios

11.1 Selection of investment portfolios

- (a) Subject to the Relevant Law, the Trustee may allow a Member to select the investments for that Member's investment portfolio and the proportions of those investments.
- (b) The Trustee may restrict or impose conditions on that selection.

11.2 No selection

If a Member does not select an investment portfolio, the Trustee must invest the balance of that Member's Account in accordance with this Deed.

11.3 Variation or redemption

- (a) A Member may request the Trustee to vary or redeem any part of that Member's investment portfolio, as allowed by the Relevant Law.
- (b) The Trustee may (whether or not it is requested to do so) vary or redeem any part of an investment portfolio.

11.4 Delay or refusal

- (a) The Trustee may:
 - (i) delay in establishing, varying or redeeming any part of an investment portfolio; or
 - (ii) refuse to establish, vary or redeem any part of an investment portfolio.
- (b) If the Trustee delays in establishing, or refuses to establish, any part of an investment portfolio the Trustee must invest the balance of the Member's Account in accordance with this Deed.

11.5 Trustee may cease investment portfolio

- (a) The Trustee may cease any Member's investment portfolio. The Trustee must notify that Member that it has ceased its investment portfolio.
- (b) If the Trustee ceases a Member's investment portfolio the Trustee must invest the balance of that Member's Account in accordance with this Deed.

11.6 No liability

The Trustee is not liable to compensate a Member for any loss incurred in exercising or not exercising any of its powers under this **clause 11**.

11.7 No separate trust funds.

Investment portfolios are not separate trust funds.

12 Fund Accounts

12.1 Fund Accounts

The Trustee will keep such Accounts and reserves as the Trustee considers appropriate for the purpose of administering the Fund and calculating the Benefits payable to each Member.

12.2 Member Accounts

The Trustee must keep separate Accounts for each Member and, if desirable, keep in respect of each Member such separate Accounts as the Trustee considers necessary or desirable for any one or more of the following purposes:

- (a) differentiating between contributions made by the Member and contributions made for the benefit of the Member by an employer or any other person;
- (b) differentiating between the Member's preserved and non-preserved benefits;
- (c) calculating the Member's minimum benefits within the meaning of the Relevant Law;
- (d) identifying those monies and assets which are funding the Member's retirement benefits;
- (e) enabling the Member to have more than one pension; and

- (f) such other purpose as the Trustee considers appropriate.

12.3 Crediting Member's Accounts

The Trustee will credit or debit (as the case may be) each Member's Accounts with:

- (a) contributions received from the Member or any other person in respect of the Member;
- (b) any amounts transferred to or from an Eligible Fund;
- (c) if the Relevant Law permits, any amount transferred from or to the Member to or from the account of a spouse (as defined by section 10 of the SIS Act) either in this Fund or an Eligible Fund;
- (d) the income of the Fund at a rate determined by the Trustee pursuant to **clause 13.5**;
- (e) any Taxation, costs, expenses or liabilities in relation to the contributions received in respect of the Member including excess contributions tax;
- (f) any Taxation, costs, expenses or liabilities of the Fund that the Trustee considers appropriate;
- (g) any premiums and other expenses of any insurance policies in respect of the Member;
- (h) such proceeds, bonuses or rebates under any insurance policies as the Trustee determines; and
- (i) any other amounts that the Trustee considers appropriate.

12.4 Investment fluctuation Account

The Trustee may establish such Accounts for the purposes of smoothing any fluctuations in the value and earnings of investments of the Fund and for such other purposes as the Trustee may consider appropriate.

12.5 Reserves

The Trustee may establish reserves for the purposes of making provision for any existing or prospective liability for Taxation or any other liability or for any other purpose the Trustee considers appropriate in the course of administration of the Fund, including reserves for:

- (a) assets set aside to fund the pension of a Member;
- (b) forfeited Benefits;
- (c) contributions made on account of a specific group of Members;
- (d) earnings not allocated to Members' Accounts;
- (e) any proceeds, bonuses or rebates under an insurance policy not allocated to Member's Accounts; and
- (f) any amount left in a Member's Account after all benefits have been paid to the Member.

13 Investments

13.1 Strategy

The Trustee must formulate and give effect to an investment strategy that has regard to:

- (a) the risk involved in making, holding and realising, and the likely return from, the Fund's investments having regard to the Fund's objectives and cash flow requirements;
- (b) the composition of the Fund's investments as a whole, including the extent to which the investments are diverse or involve the Fund being exposed to risks from inadequate diversification;
- (c) the liquidity of the Fund's investments having regard to its expected cash flow requirements;
- (d) the ability of the Fund to discharge its existing and prospective liability; and
- (e) all other circumstances of the Fund and any other factor or matter the Trustee considers appropriate to have regard to.

The Trustee must notify Members of the investment strategy if required by the Relevant Law.

13.2 Authorised investments

The Trustee may invest all or so much of the moneys forming part of the Fund from time to time as is not required immediately for the payment of Benefits or other amounts authorised by this Deed in any investment whatsoever which the Trustee considers appropriate and which is authorised by the Relevant Law.

13.3 Power to sell and vary investments

The Trustee will have power as it sees fit to sell any investments and to vary and transpose any investments into other investments authorised by this Deed.

13.4 Investment income

- (a) The Trustee must at the Review Date:
 - (i) value all of the assets of the Fund; and
 - (ii) determine all the net income and net capital gains of the Fund in respect of the period since the last Review Date, whether realised or unrealised, and after deducting any capital losses and such allowance for expenses and Taxation as the Trustee considers appropriate.
- (b) If, within 30 days of a Review Date, the Trustees have not determined the value of an asset, any Trustee or any director of a corporate Trustee may request the Trustee to fix the value of the asset pursuant to **clause 13.4(c) to 13.4(g)**.
- (c) As soon as practicable after receipt of a request pursuant to **clause 13.4(b)**, the Trustee must appoint a valuer ('Valuer') to fix the value of the asset. The Valuer must:
 - (i) be suitably qualified to carry out a valuation of the nature and dimension required;
 - (ii) have evidenced his ability to produce credible work;
 - (iii) have at least five years experience in the valuation and analysis of assets similar to the asset;

- (iv) have an extensive knowledge of discounted cash flow analysis;
 - (v) have the ability to meet time requirements; and
 - (vi) have no pecuniary interest that could reasonably be regarded as being capable of affecting his ability to give an unbiased opinion.
- (d) The Valuer will receive written and verbal submissions from the Trustees or the directors of the Trustee within the time appointed by the Valuer. The Valuer will give reasonable consideration to such submissions before making a determination.
- (e) The asset value will be that sum which in the Valuer's opinion is the fair market value of the asset at the Review Date:
- (i) assuming a willing buyer and a willing seller;
 - (ii) assuming a reasonable period within which to negotiate the sale taking into account the nature of asset and the state of the market;
 - (iii) assuming the asset will be freely exposed to the market with reasonable publicity; and
 - (iv) on the basis that no account is taken of the interest of a special buyer.
- (f) The Valuer will act as an expert and not as an arbitrator. The Valuer's decision as to the value of the asset will be final.
- (g) The Trustee will pay the Valuer's costs of determining the value of the asset from the Fund.

13.5 Fund earning rate

At each Review Date, the Trustee must also determine the rate at which the income of the Fund is to be credited or debited to Member Accounts, any investment fluctuation account and other Accounts and reserves established by the Trustee, having regard to the following considerations:

- (a) whether the Member has established an investment portfolio;
- (b) the amount of income for the Financial Year ending on the relevant Review Date;
- (c) the amount of income expected for the subsequent Financial Year;
- (d) the amount of income credited to the Member's Accounts in previous Financial Years;
- (e) the amount of Taxation, costs and other liabilities of the Fund;
- (f) the investment strategy of the Fund; and
- (g) such other matters as the Trustee considers relevant.

13.6 Interim Fund earning rate

The Trustee may from time to time during a Financial Year determine an interim rate at which the income of the Fund is to be credited or debited to a Member's Accounts for the purpose of calculating the Member's Benefits.

14 Benefits

14.1 When payable

- (a) A Member's Benefit becomes payable if:
 - (i) the Member retires in the circumstances prescribed by the Relevant Law for the release of preserved and non-preserved Benefits;
 - (ii) the Member retires on the ground of permanent incapacity (within the meaning under the Relevant Law);
 - (iii) the Member requests payment and the Relevant Law allows that payment;
 - (iv) the Member dies; or
 - (v) such other event occurs that requires the Benefit to be paid pursuant to the Relevant Law.
- (b) If a benefit becomes payable to a Member under **clause 14.1** the Member may request that the Trustee retain all or part of the Member's Benefit in the Fund. The Trustee may accept the Member's request on any terms and conditions it wishes to impose but must commence to pay a Benefit to a Member when required by the Relevant Law.

14.2 Method of payment

Subject to **clause 14.3**, a Benefit may be paid:

- (a) in a lump sum;
- (b) by way of Pension or annuity;
- (c) by transfer of an asset of the Fund;
- (d) in such other manner as permitted by the Relevant Law; or
- (e) any combination of the above.

14.3 Pension

- (a) If the Trustee is not a constitutional corporation any Benefit payable under this Deed must be paid in the form of a Pension or in any other form that complies with the Relevant Law.
- (b) At the written request of a Member receiving a Pension or a Member who will be receiving a Pension in the future, the Trustee may commute all or part of the Pension to a lump sum.

14.4 Pension rules

- (a) Subject to the SIS Regulations, the Trustee must pay a Pension Benefit to a Beneficiary in the form of:
 - (i) an Allocated Pension;
 - (ii) an Account-Based Pension;
 - (iii) a Transition to Retirement Income Stream;
 - (iv) a Pension wholly determined by reference to policies of life assurance purchased or obtained by the Trustee solely to provide Pension Benefits to Members; or

- (v) such other form of Old-Age Pension as is permitted by the SIS Regulations.
- (b) The Trustee and the Beneficiary may agree which form of Pension is to be paid.
- (c) A Pension Benefit is subject to, and must be paid in accordance with, the relevant Pension Standards.
- (d) The Trustee may alter the amount or frequency of a Beneficiary's Pension as permitted by the relevant Pension Standards.

14.5 Death Benefits

14.5.1 General

If a Member dies, the Trustee must pay the Member's Benefit:

- (a) in accordance with the Member's binding death benefit nomination (if any) made under **clause 14.5(a)** unless the Trustee has rejected the binding death nomination pursuant to **clause 14.5(a)(i)**;
- (b) if that Member did not have a binding death benefit nomination, to one or more of that Member's Dependants or legal personal representatives in the manner, at the times, by such instalments and in such proportions determined by the Trustee in its absolute discretion, taking into consideration the Member's non-binding death benefit nomination (if any) made under **clause 14.5.2**; or
- (c) if the Trustee is, after reasonable enquiry, unable to locate any Dependants or legal personal representatives of the Member, in accordance with **clause 15**.

14.5.2 Non-binding death benefit nomination

- (a) A Member may make a non-binding death benefit nomination by notifying the Trustee of a manner in which the Member would prefer his benefit to be distributed upon his death between his Dependants and/or legal personal representative.
- (b) The Trustee may require a Member to complete a new non-binding death benefit nomination at any time.
- (c) A non-binding death benefit nomination is or becomes invalid if:
 - (i) the Relevant Law does not permit the Trustee to follow it;
 - (ii) the Member completes a later non-binding death benefit nomination; or
 - (iii) the Member makes a binding death benefit nomination under **clause 14.5.3**

14.5.3 Binding death benefit nomination

- (a) A Member may make a binding death benefit nomination by notifying the Trustee in a form binding upon the Trustee in accordance with the Relevant Law of the manner in which the Member's benefits are to be distributed upon his or her death between his or her Dependants and/or legal personal representative.
 - (i) A binding death benefit nomination can apply for a defined period of time or can apply indefinitely ('Non Lapsing Nomination').
 - (ii) A Non Lapsing Nomination must express to be binding until such time as it has been replaced by a subsequent valid binding death benefit nomination.

- (iii) If a Member is or is deemed to be under a legal disability any binding death benefit nomination they have previously made can be renewed by the duly appointed Attorney of the Member.
- (iv) No binding death benefit nomination can be revoked or altered except by the execution of a subsequent valid binding death benefit nomination by the Member.
- (b) The Trustee may reject a binding death benefit nomination on any grounds provided the Trustee notifies the Member of the rejection within 10 days of the Trustee receiving the binding death benefit nomination. If the Trustee rejects a binding death benefit nomination then:
 - (i) the Trustee is not bound to pay a Member's Benefits in accordance with that binding death benefit nomination; and
 - (ii) the Member may make another binding death benefit nomination.
- (c) The Trustee may require a Member to make a new binding death benefit nomination at any time.

14.5.4 Method of Payment

Subject to the Relevant Law, a Death Benefit payable under this **clause 14.5** may be paid:

- (a) in a lump sum;
- (b) by way of a pension or annuity;
- (c) by transfer of an asset of the Fund;
- (d) in such other manner as permitted by the Relevant Law; or
- (e) by any combination of the above.

14.6 Conditions

The payment of any Benefit under this Deed is subject to the Trustee receiving such information or documents or evidence as the Trustee considers necessary, and the person to whom the Benefit is to be paid executing such documents and doing such things as the Trustee considers necessary.

14.7 Taxation on Benefits

The Trustee may deduct from any Benefit payable any Taxation that is payable or that the Trustee considers to be payable.

14.8 Suspension of Benefit

The Trustee may suspend, alter or withhold any Benefit in respect of a Member who fails to provide any information (or if any information provided is incorrect, misleading or deliberately withheld) or who otherwise fails to comply with the provisions of this Deed or the requirements of the Relevant Law.

14.9 Transfer of assets

If a Benefit is paid by the transfer of an asset of the Fund, the value of the asset will be determined by the Trustee in its absolute discretion as at the date of transfer. That amount will be deducted from the Member's Benefit and the Trustee shall not be bound to see to the application of that amount.

14.10 Preserved Benefits

Nothing in this Deed requires or permits the payment of a Benefit to a Member where the Relevant Law requires that Benefit to be preserved.

15 Forfeiture of Benefits

15.1 Conditions of forfeiture

Subject to the Relevant Law, a Member forfeits his Benefit if any one or more of the following occurs:

- (a) the Member assigns, charges, or attempts to assign or charge any benefit;
- (b) the Member is, in the opinion of the Trustee, incapable of managing his affairs;
- (c) the Member's Benefit becomes payable to, or vested in, any other person, whether by his own act, operation of law, order of Court or otherwise;
- (d) the Member cannot be found by the Trustee after reasonable inquiry for a period of at least three years since the last contact between the Member and the Trustee; or
- (e) the Member dies and the Trustee is, after reasonable inquiry, unable to locate any Dependants or legal personal representative of the Member.

15.2 Application of forfeited Benefits

The Trustee may deal with any forfeited Benefit in one or more of the following ways:

- (a) for or towards the maintenance, education, advancement or otherwise for the benefit of the Member or his Dependants or any one of them in such proportions as the Trustee thinks fit, and in such form and manner and subject to such terms and conditions as the Trustee thinks fit; and
- (b) for or towards any other person or other purpose that is permitted by the Relevant Law.

16 Costs and expenses and Taxation

16.1 Costs and expenses

- (a) Except as otherwise expressly provided in this Deed, all costs, charges and expenses incurred in connection with the preparation, establishment, maintenance, administration, operation or winding up of the Fund will be borne by the Fund and paid by the Trustee out of the assets of the Fund.
- (b) The Trustee may debit Member Accounts, reserves and any other Accounts in such manner as it considers appropriate to reflect the payment of, or the making of, any provision for any such costs, charges and expenses.

16.2 Taxation

The Trustee will not be liable to account to any Member or any other person for any payments made by the Trustee in good faith to:

- (a) the Commonwealth of Australia or any State or Territory, or any other country or part of a country for Taxation or any other charges upon the Fund; or

- (b) on account of the retention of any moneys or assets in the Fund to meet any prospective liability on the part of the Trustee in relation to the Fund to such fiscal authority, notwithstanding that any such payment or provision need not have been made.

17 Records

17.1 Records and accounts to be kept

The Trustee must:

- (a) keep full and comprehensive minutes of all Trustee meetings;
- (b) keep account of all moneys received for, and disbursed from, the Fund and of all dealings in connection with the Fund;
- (c) collect and pay promptly into a bank or other Account of the Fund all moneys from time to time due to the Fund;
- (d) keep appropriate records, books and accounts, having regard to the requirements of the Relevant Law and make suitable arrangements for custody of documents relating to the investments of the Fund; and
- (e) prepare accounts and statements in relation to the Fund as at the end of the Financial Year in accordance with the Relevant Law.

17.2 Audit

The Trustee may appoint and remove an Auditor to audit the accounts and statements of the Fund and to report in writing to the Trustee in respect of such audit within the time specified by the Relevant Law.

17.3 Disclosure

The Trustee must provide to Members such documents and information as the Relevant Law requires the Trustee to provide.

18 Termination of the Fund

18.1 Termination

The Fund will terminate on such date as the Trustee determines in the following circumstances:

- (a) if it appears to the Trustee that the Fund is unable to pay its debts as and when they become due and payable and the Trustee resolves to terminate the Fund;
- (b) if for any reason the Trustee thinks it is appropriate to and does resolve to terminate the Fund;
- (c) if there are no Members in the Fund and the Trustee resolves to terminate the Fund; or
- (d) if the Members, by unanimous resolution, ask the Trustee to terminate the Fund.

18.2 Application of assets

The Trustee must, subject to the Relevant Law, apply the assets of the Fund in the following priority:

- (a) towards the costs of administering and winding up the Fund;
- (b) in paying or transferring Members' Benefits in accordance with this Deed; and
- (c) any balance to Members, Dependants, former Members, deceased Members or legal personal representatives, in such proportions as the Trustee in his discretion determines is appropriate, and the receipt by any such person is in full discharge of any claims in respect of the Fund.

19 Amendments

19.1 By deed

The Trustee may at any time, and from time to time, by deed or resolution add to, amend, alter, modify, vary or delete any provision of this Deed with immediate, prospective or retrospective effect to such extent as the Relevant Law permits.

19.2 Notice to Members

The Trustee must promptly give the Members notice of any such amendment if required pursuant to the Relevant Law to do so.

20 Other acts

Each party must, at its expense, promptly do all things reasonably necessary to give full effect to this Deed.

21 Costs

The Trustee must pay the costs (including stamp duty) payable in respect of this Deed.

22 Consents, requests and notices

- (a) A consent, request or notice must be in writing and executed by the person giving it or their agent. It may be given:
 - (i) by pre-paid post to the address notified to all parties;
 - (ii) by facsimile transmission to the facsimile number notified to the other parties; or
 - (iii) by any other means allowed by law.
- (b) A consent, notice or request, if validly given, is deemed to have been received:
 - (i) on the third business day after posting;
 - (ii) on the next business day after transmission by facsimile; or
 - (iii) at any other time allowed by law.

23 Governing law

The laws in Victoria govern this Deed. The parties submit to the jurisdiction of the Courts of Victoria and the Federal Court of Australia.

24 Dealing with rights and obligations granted by this Deed

The rights and obligations under this Deed:

- (a) are personal and cannot be assigned or charged without the prior consent of all parties;
- (b) cannot be waived except by express notice specifying the waiver;
- (c) are in addition to and do not effect any other rights that party may have; and
- (d) will not merge with any act done to complete or perform this Deed.

25 Parties

- (a) A party includes the party's successors and permitted assigns.
- (b) This Deed confers no rights or obligations upon any person who is not a party.
- (c) An agreement, representation, or warranty:
 - (i) (on the part of two or more persons binds them jointly and severally; and
 - (ii) in favour of two or more persons is for the benefit of them jointly and severally.

26 Time

- (a) Time means Victoria time.
- (b) A month means a calendar month.
- (c) A business day means any day that is not a Saturday, Sunday or public holiday in Victoria. If an act must be done on a day that is not a business day, it may be done on the next business day.
- (d) Where time is to be calculated from a day or event, that day or the day of that event must be excluded from that calculation.
- (e) Unless stated otherwise, time is of the essence.

27 Execution

- (a) This Deed (and any other document contemplated by this Deed) may be signed in counterparts. Each counterpart is taken to be an original. All counterparts together constitute one Deed. A signed counterpart may be delivered by facsimile.
- (b) A person signing this Deed on behalf of a party warrants that they have authority to bind that party for that purpose.

Executed as a deed.

Executed by Armstrong Collective Super Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth)



23/04/2022

Signature of Director

Signature of Director

Date of Signing

Resolution

Trustee: **Armstrong Collective Super Pty Ltd**

SMSF: **Armstrong Collective Super Fund**

Proceedings: A superannuation fund deed prepared by Evan Richards & Associates
The Deed was considered by the directors.

Resolutions:

It was resolved as follows:-

1. That the Trustee adopt the deed to constitute a self managed superannuation fund to be known as the **Armstrong Collective Super Fund** to provide benefits for the Members on the terms set out in the Deed.
2. That the Trustee act as trustee of the Fund subject to the terms set out in the Deed.

Signed by the Directors in favour of the resolutions:



(Directors Signature)



(Directors Signature)


Date of Signing:.....23/04/2022.....

Application For Membership

1. I, the person whose details appear in the Schedule, hereby apply for membership of the above mentioned Fund.
2. In consideration of my admission to membership, I hereby agree to abide by and be bound by the provisions of the Fund Deed and any rules made thereunder.
3. I hereby consent to:
 - (a) (where the Trustee of the Fund is a corporation) – be a director of the trustee corporation and I provide the information in the Schedule in compliance with my obligations under the *Corporations Act 2001* (Cth); and
 - (b) (where the Trustee is or are natural persons) – to be a trustee of the Fund.
4. I declare that I am not a disqualified person within the meaning of Section 120 of the Superannuation Industry (Supervision) Act 1993.
5. Where there is an Employer Sponsor applicable to me I hereby authorise that Employer Sponsor to deduct from my salary and pay to the Fund as contributions the amounts (if any) as are from time to time agreed upon by myself and my Employer as contributions to be made by me to the above mentioned Fund.

Schedule:

FULL NAME	Tess Alexandra Beddome
ADDRESS	62 ULUPNA ROAD ORMOND VIC 3204
DATE OF BIRTH	09/12/1987
PLACE OF BIRTH	Melbourne, VIC
TAX FILE NUMBER	394374259

Signature 

Date 23/04/2022

TFN Notification

Name:	Tess Alexandra Beddome
Address:	62 ULUPNA ROAD ORMOND VIC 3204
Date of Birth:	09/12/1987
Sex:	Female

I agree to provide my Tax File Number:

3	9	4	3	7	4	2	5	9
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Signature 

Date 23/04/2022

Collection of tax file numbers is authorised by tax laws, the Superannuation Industry (Supervision) Act 1993 and the Privacy Act 1998. Changes to the tax file number law require Trustee to ask you to provide your tax file number to your superannuation fund. By completing this form and providing it to your fund will allow your fund trustee to use your tax file number for the purposes contained in the Superannuation Industry (Supervision) Act 1993 and for the purpose of paying eligible termination payments.

The purposes currently authorised include:

- taxing eligible termination payments at concessional rates;
- finding and amalgamating your superannuation benefits where insufficient information is available;
- passing your tax file number to the Australian Taxation Office whereby you receive a benefit or have unclaimed superannuation money after reaching the aged pension age; and
- allowing the trustee of your superannuation fund to provide your tax file number to a superannuation fund receiving any benefits you may transfer. Your trustee won't pass your tax file number to any other fund if you tell the trustee in writing that you don't want them to pass it on.

You are not required to provide your tax file number. Declining to quote your tax file number is not an offence. However, if you do not give your superannuation fund your tax file number, either now or later, you may pay more tax on your superannuation benefits than you have to.

The lawful purposes for which your tax file number can be used and the consequences of not quoting your tax file number may change in future, as a result of legislative change.

Binding Death Benefit Nomination Form

Name: Tess Alexandra Beddome

Address: 62 ULUPNA ROAD ORMOND VIC 3204

Date of Birth: 09/12/1987

I, Tess Alexandra Beddome make a non-lapsing binding nomination that in the event of my death the benefits to which I am entitled from the Fund be paid to the following person(s):

Name	Address	Relationship	Percentage or Amount
Text			

However in the event that _____ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

However in the event that _____ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

I understand that I may only nominate my Legal Personal Representative(s) or one or more Dependants.

Signature:

Date: ____/____/20

I _____ declare that I have witnessed Tess Alexandra Beddome
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

1. I am over 18 years of age; and
2. I am not a dependant or a Legal Personal Representative of Tess Alexandra Beddome

Signature of Witness _____

I _____ declare that I have witnessed Tess Alexandra Beddome
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

1. I am over 18 years of age; and
2. I am not a dependant or a Legal Personal Representative of Tess Alexandra Beddome

Signature of Witness _____

Instruction for completing Binding Death Benefit Nomination


- The Binding Death Benefit Nomination if properly executed enables the Member to nominate certain people to receive their superannuation benefits on their death and the nomination is binding on the Trustee once received by the Trustee.
- The member may only nominate one or more dependants (a spouse, child or other dependant) and/ or their legal personal representative(s).
- The nomination must clearly state either the percentage of the member's benefits the nominated person is to receive or a specific amount.
- The nomination must be signed by the member in the presence of at least one independent witness who must be at least 18 years old and cannot be the member's Legal Personal Representative or Dependant or an associate thereof

Application For Membership

6. I, the person whose details appear in the Schedule, hereby apply for membership of the above mentioned Fund.
7. In consideration of my admission to membership, I hereby agree to abide by and be bound by the provisions of the Fund Deed and any rules made thereunder.
8. I hereby consent to:
 - (c) (where the Trustee of the Fund is a corporation) – be a director of the trustee corporation and I provide the information in the Schedule in compliance with my obligations under the *Corporations Act 2001* (Cth); and
 - (d) (where the Trustee is or are natural persons) – to be a trustee of the Fund.
9. I declare that I am not a disqualified person within the meaning of Section 120 of the Superannuation Industry (Supervision) Act 1993.
10. Where there is an Employer Sponsor applicable to me I hereby authorise that Employer Sponsor to deduct from my salary and pay to the Fund as contributions the amounts (if any) as are from time to time agreed upon by myself and my Employer as contributions to be made by me to the above mentioned Fund.

Schedule:

FULL NAME	Samuel Armstrong
ADDRESS	62 ULUPNA ROAD ORMOND VIC 3204
DATE OF BIRTH	03/08/1984
PLACE OF BIRTH	Melbourne, VIC
TAX FILE NUMBER	373795967

Signature 


Date 23/04/22

TFN Notification

Name:	Samuel Armstrong
Address:	62 ULUPNA ROAD ORMOND VIC 3204
Date of Birth:	03/08/1984
Sex:	Male

I agree to provide my Tax File Number:

3	7	3	7	9	5	9	6	7
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Signature 

Date **23/04/2022**

Collection of tax file numbers is authorised by tax laws, the Superannuation Industry (Supervision) Act 1993 and the Privacy Act 1998. Changes to the tax file number law require Trustee to ask you to provide your tax file number to your superannuation fund. By completing this form and providing it to your fund will allow your fund trustee to use your tax file number for the purposes contained in the Superannuation Industry (Supervision) Act 1993 and for the purpose of paying eligible termination payments.

The purposes currently authorised include:

- taxing eligible termination payments at concessional rates;
- finding and amalgamating your superannuation benefits where insufficient information is available;
- passing your tax file number to the Australian Taxation Office whereby you receive a benefit or have unclaimed superannuation money after reaching the aged pension age; and
- allowing the trustee of your superannuation fund to provide your tax file number to a superannuation fund receiving any benefits you may transfer. Your trustee won't pass your tax file number to any other fund if you tell the trustee in writing that you don't want them to pass it on.

You are not required to provide your tax file number. Declining to quote your tax file number is not an offence. However, if you do not give your superannuation fund your tax file number, either now or later, you may pay more tax on your superannuation benefits than you have to.

The lawful purposes for which your tax file number can be used and the consequences of not quoting your tax file number may change in future, as a result of legislative change.

Binding Death Benefit Nomination Form

Name: Samuel Armstrong

Address: 62 ULUPNA ROAD ORMOND VIC 3204

Date of Birth: 03/08/1984

I, Samuel Armstrong make a non-lapsing binding nomination that in the event of my death the benefits to which I am entitled from the Fund be paid to the following person(s):

Name	Address	Relationship	Percentage or Amount

However in the event that _____ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

However in the event that _____ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

I understand that I may only nominate my Legal Personal Representative(s) or one or more Dependants.

Signature:

Date: ____/____/20

I _____ declare that I have witnessed Samuel Armstrong
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

3. I am over 18 years of age; and
4. I am not a dependant or a Legal Personal Representative of Samuel Armstrong

Signature of Witness _____

I _____ declare that I have witnessed Samuel Armstrong
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

3. I am over 18 years of age; and
4. I am not a dependant or a Legal Personal Representative of Samuel Armstrong

Signature of Witness _____

Instruction for completing Binding Death Benefit Nomination

- The Binding Death Benefit Nomination if properly executed enables the Member to nominate certain people to receive their superannuation benefits on their death and the nomination is binding on the Trustee once received by the Trustee.
- The member may only nominate one or more dependants (a spouse, child or other dependant) and/ or their legal personal representative(s).
- The nomination must clearly state either the percentage of the member's benefits the nominated person is to receive or a specific amount.
- The nomination must be signed by the member in the presence of at least one independent witness who must be at least 18 years old and cannot be the member's Legal Personal Representative or Dependant or an associate thereof.