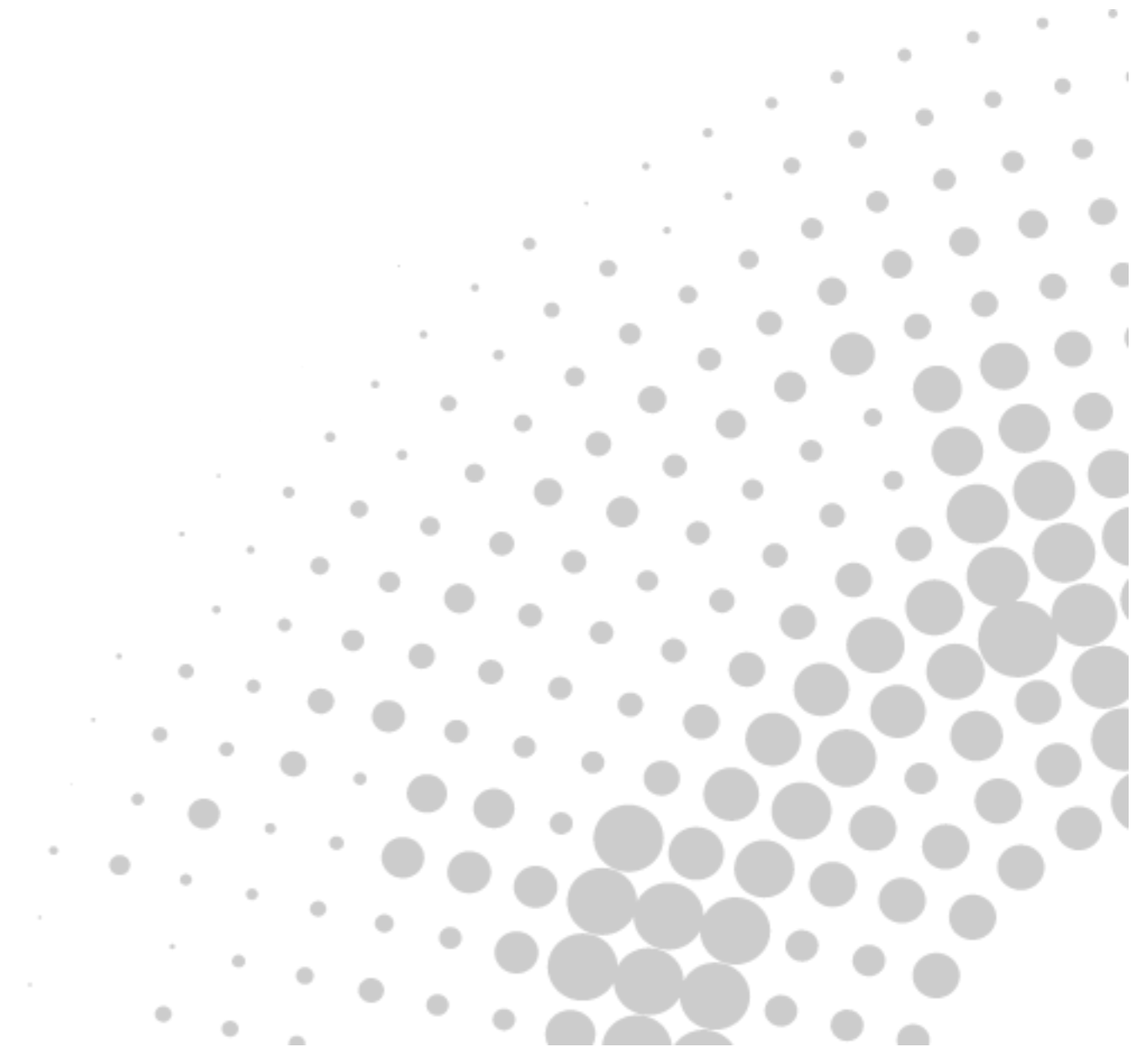


Compliance Workpapers
DG Super Fund
Financial Year - 2023



Fund Details

Fund Name	DG Super Fund
Contact no	
Financial Year	2023
Established Date	23/11/2020
ABN	31 664 272 265
TFN	
Trustee Type	Corporate
Trustees	Di Gregorio Investments Pty Ltd
ACN	666507286

Review Points

Reference : Expenses / Other Expenses / Sundry

Subject : Sundry

Addressed : Notes for Auditor

Action	Description	Owner	DateTime	Attachment
Created	per client, no receipt related to identify check for electronic settlement	Joan Sayas	15/11/2023 05:22 PM	

Statement of Financial Position

Assets	Qty	2023	2022	Change (\$)	Change (%)	
Investments	0.00	510,018.66	0.00	510,018.66	100.00	WP-1 WP-2
Direct Property	0.00	505,000.00	0.00	505,000.00	100.00	
70 Great Ryrie Street, Heathmont	1.00	505,000.00	0.00	505,000.00	100.00	WP-1 WP-2 WP-3 WP-4 WP-5
Other Assets	0.00	5,018.66	0.00	5,018.66	100.00	
Borrowing Cost	0.00	5,018.66	0.00	5,018.66	100.00	WP-1 WP-2
Other Assets	0.00	3,234.38	228,771.25	-225,536.87	98.59	
Cash At Bank	0.00	3,234.38	1,771.25	1,463.13	82.60	
NAB Business Everyday Account	0.00	3,234.38	1,771.25	1,463.13	82.60	WP-1
Receivables	0.00	0.00	227,000.00	-227,000.00	100.00	
Sundry Debtors	0.00	0.00	227,000.00	-227,000.00	100.00	
Sundry	0.00	0.00	227,000.00	-227,000.00	100.00	
Total Assets	0.00	513,253.04	228,771.25	284,481.79	124.35	

Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
Borrowings	0.00	282,000.00	0.00	282,000.00	100.00	
Limited Recourse Borrowing Arrangement	0.00	282,000.00	0.00	282,000.00	100.00	

Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
Think Tank Loan	0.00	282,000.00	0.00	282,000.00	100.00	WP-1 WP-2
Income Tax Payable	0.00	1,601.25	1,389.15	212.10	15.27	WP-1 WP-2
Income Tax Instalments Paid	0.00	-468.00	0.00	-468.00	100.00	WP-1 WP-2
Income Tax Payable	0.00	0.00	1,389.15	-1,389.15	100.00	
Provision for Income Tax	0.00	2,069.25	0.00	2,069.25	100.00	
Other Creditors and Accruals	0.00	0.00	153.00	-153.00	100.00	
Sundry	0.00	0.00	153.00	-153.00	100.00	
Total Liabilities	0.00	283,601.25	1,542.15	282,059.10	18,289.99	

Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
Member Entitlement Accounts	0.00	229,651.79	227,229.10	2,422.69	1.07	WP-1 WP-2
Dina Georges	0.00	17,512.11	0.00	17,512.11	100.00	
Accumulation	0.00	17,512.11	0.00	17,512.11	100.00	
Luciano Gregorio	0.00	212,139.68	227,229.10	-15,089.42	6.64	
Accumulation	0.00	212,139.68	227,229.10	-15,089.42	6.64	
Total Member Entitlements	0.00	229,651.79	227,229.10	2,422.69	1.07	

Operating Statement

Income	2023	2022	Change (\$)	Change (%)	
Investment Income	4,483.62	0.00	4,483.62	100.00	WP-1 WP-2
Interest	1,573.16	0.00	1,573.16	100.00	
Cash and Cash Equivalents	1,573.16	0.00	1,573.16	100.00	
NAB Term Deposit - Maturing 15/03/2023 @ 2.90%	1,573.16	0.00	1,573.16	100.00	WP-1
Other Rental Related Income	2,026.69	0.00	2,026.69	100.00	WP-1
Direct Property	2,026.69	0.00	2,026.69	100.00	
70 Great Ryrie Street, Heathmont	2,026.69	0.00	2,026.69	100.00	
Rent	883.77	0.00	883.77	100.00	WP-1
Direct Property	883.77	0.00	883.77	100.00	
70 Great Ryrie Street, Heathmont	883.77	0.00	883.77	100.00	
Member Receipts	37,413.07	13,363.40	24,049.67	179.97	
Contributions	19,269.26	13,363.40	5,905.86	44.19	WP-1
Employer	16,558.26	13,363.40	3,194.86	23.91	
Luciano Gregorio	16,558.26	0.00	16,558.26	100.00	
Member	2,711.00	0.00	2,711.00	100.00	WP-1
Personal Non-Concessional	2,711.00	0.00	2,711.00	100.00	
Luciano Gregorio	2,711.00	0.00	2,711.00	100.00	
Rollovers In	18,143.81	0.00	18,143.81	100.00	
Dina Georges	18,143.81	0.00	18,143.81	100.00	WP-1

Income	2023	2022	Change (\$)	Change (%)	
Total Income	41,896.69	13,363.40	28,533.29	213.52	
Expenses	2023	2022	Change (\$)	Change (%)	
Investment Losses	30,156.92	0.00	30,156.92	100.00	
Decrease in Market Value	30,156.92	0.00	30,156.92	100.00	WP-1
Direct Property	30,156.92	0.00	30,156.92	100.00	
70 Great Ryrie Street, Heathmont	30,156.92	0.00	30,156.92	100.00	
Member Payments	666.88	0.00	666.88	100.00	
Insurance Premiums	666.88	0.00	666.88	100.00	
Luciano Gregorio	666.88	0.00	666.88	100.00	WP-1
Accumulation	666.88	0.00	666.88	100.00	
Other Expenses	6,580.95	3,082.00	3,498.95	113.53	
Accountancy Fee	2,519.00	2,068.00	451.00	21.81	WP-1 WP-2
ASIC Fee	59.00	0.00	59.00	100.00	
Auditor Fee	550.00	440.00	110.00	25.00	WP-1
Bank Fees	35.00	0.00	35.00	100.00	
Cash At Bank	35.00	0.00	35.00	100.00	
NAB Business Everyday Account	35.00	0.00	35.00	100.00	
Borrowing Costs	61.24	0.00	61.24	100.00	WP-1
Property Expenses	2,999.71	0.00	2,999.71	100.00	WP-1
Insurance Premium	506.68	0.00	506.68	100.00	WP-1

Expenses	2023	2022	Change (\$)	Change (%)	
Direct Property	506.68	0.00	506.68	100.00	
70 Great Ryrie Street, Heathmont	506.68	0.00	506.68	100.00	
Settlement Agent Fees	2,430.99	0.00	2,430.99	100.00	WP-1
Direct Property	2,430.99	0.00	2,430.99	100.00	
70 Great Ryrie Street, Heathmont	2,430.99	0.00	2,430.99	100.00	
Sundry Expenses	62.04	0.00	62.04	100.00	WP-1
Direct Property	62.04	0.00	62.04	100.00	
70 Great Ryrie Street, Heathmont	62.04	0.00	62.04	100.00	
Regulatory Fees	0.00	56.00	-56.00	100.00	
SMSF Supervisory Levy	259.00	518.00	-259.00	50.00	
Sundry	98.00	0.00	98.00	100.00	
Total Expenses	37,404.75	3,082.00	34,322.75	1,113.65	
Income Tax	2023	2022	Change (\$)	Change (%)	
Income Tax Expense	2,069.25	1,542.15	527.10	34.18	WP-1 WP-2
Income Tax Expense	2,069.25	1,542.15	527.10	34.18	
Total Income Tax	2,069.25	1,542.15	527.10	34.18	
Net Profit(Loss) Total	2,422.69	8,739.25			


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		
Luciano Gregorio (Age: 48 at 30/06/2023)									
Accumulation	Accumulation	227,229.10	0.00	0.00	212,139.68	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
Luciano Gregorio (Age: 48 at 30/06/2023)				
	Accumulation		500.00	3,211.00

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>Luciano Gregorio Date of Birth: 26/04/1975 (Age: 47 at 30/06/2023)</p>				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		102,500.00	0.00
	Maximum cap available		130,000.00	110,000.00
	Contributions made (to this fund)		16,558.26	2,711.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		16,558.26	2,711.00
	Amount above caps		0.00	0.00
<p>Dina Georges Date of Birth: 28/01/1978 (Age: 44 at 30/06/2023)</p>				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		102,500.00	0.00
	Maximum cap available		130,000.00	110,000.00
	Contributions made (to this fund)		0.00	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		0.00	0.00
	Amount above caps		0.00	0.00

Negative Balance - Good to Go

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

Contra Bank Entries

				Current Status : Good to Go Prior Status : Warning		Prepared By : N/A	Reviewed By : N/A
	Date	Description	Debits	Credits	Balance		
NAB Business Everyday Account							
🚩	16/12/2022	To 709646474	220,000.00	0.00	15,304.40		
🚩	16/03/2023	Principal Matured From A/C 70-964-6474	0.00	220,000.00	239,810.25		

Income Comparison - Good to Go

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

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.

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 / Dina Georges					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
28/03/2023	100000003367956902 Rest 089636	0.00	0.00	18,143.81	18,143.81
30/06/2023	Closing Balance	0.00	0.00	0.00	18,143.81
Member Receipts / Contributions / Employer / Luciano Gregorio					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	001782913000954240 Smartsalary 231704	0.00	0.00	100.00	100.00
05/07/2022	PC290622-193350839 Superchoice P/L 481471	0.00	0.00	413.98	513.98
15/07/2022	001799544000954240 Smartsalary 231704	0.00	0.00	100.00	613.98
19/07/2022	PC130722-179060819 Superchoice P/L 481471	0.00	0.00	434.67	1,048.65
29/07/2022	001815458000954240 Smartsalary 231704	0.00	0.00	100.00	1,148.65
02/08/2022	PC270722-194454062 Superchoice P/L 481471	0.00	0.00	434.67	1,583.32
12/08/2022	001831822000954240 Smartsalary 231704	0.00	0.00	100.00	1,683.32
16/08/2022	PC100822-174414790 Superchoice P/L 481471	0.00	0.00	434.67	2,117.99
26/08/2022	001848168000954240 Smartsalary 231704	0.00	0.00	100.00	2,217.99
30/08/2022	PC240822-176267001 Superchoice P/L 481471	0.00	0.00	473.52	2,691.51
09/09/2022	001865832000954240 Smartsalary 231704	0.00	0.00	100.00	2,791.51

Date	Description	Quantity	Debits	Credits	Balance
13/09/2022	PC070922-177811115 Superchoice P/L 481471	0.00	0.00	571.28	3,362.79
23/09/2022	001881485000954240 Smartsalary 231704	0.00	0.00	100.00	3,462.79
28/09/2022	PC210922-157206656 Superchoice P/L 481471	0.00	0.00	447.62	3,910.41
07/10/2022	001898839000954240 Smartsalary 231704	0.00	0.00	100.00	4,010.41
11/10/2022	PC051022-135792907 Superchoice P/L 481471	0.00	0.00	447.62	4,458.03
21/10/2022	001915091000954240 Smartsalary 231704	0.00	0.00	200.00	4,658.03
25/10/2022	PC191022-197636498 Superchoice P/L 481471	0.00	0.00	447.62	5,105.65
08/11/2022	PC021122-106860929 Superchoice P/L 481471	0.00	0.00	447.62	5,553.27
17/11/2022	MAXXIA221117000207 2852 633104	0.00	0.00	400.00	5,953.27
22/11/2022	PC161122-192352747 Superchoice P/L 481471	0.00	0.00	447.62	6,400.89
02/12/2022	MAXXIA221202001793 3319 633104	0.00	0.00	200.00	6,600.89
06/12/2022	PC301122-102776394 Superchoice P/L 481471	0.00	0.00	447.62	7,048.51
16/12/2022	MAXXIA221216001174 5342 633104	0.00	0.00	200.00	7,248.51
20/12/2022	PC141222-192708957 Superchoice P/L 481471	0.00	0.00	564.45	7,812.96
30/12/2022	MAXXIA221230001646 6470 633104	0.00	0.00	200.00	8,012.96
04/01/2023	PC281222-194130893 Superchoice P/L 481471	0.00	0.00	447.62	8,460.58

Date	Description	Quantity	Debits	Credits	Balance
13/01/2023	MAXXIA230113000998 8562 633104	0.00	0.00	200.00	8,660.58
17/01/2023	PC110123-195574282 Superchoice P/L 481471	0.00	0.00	458.14	9,118.72
31/01/2023	MAXXIA230131000959 9915 633104	0.00	0.00	200.00	9,318.72
01/02/2023	PC250123-199788518 Superchoice P/L 481471	0.00	0.00	458.14	9,776.86
10/02/2023	MAXXIA230210000757 11791 633104	0.00	0.00	200.00	9,976.86
14/02/2023	PC080223-165433118 Superchoice P/L 481471	0.00	0.00	458.14	10,435.00
24/02/2023	MAXXIA230224000631 13379 633104	0.00	0.00	200.00	10,635.00
28/02/2023	PC220223-116247035 Superchoice P/L 481471	0.00	0.00	458.14	11,093.14
10/03/2023	MAXXIA230310001604 13920 633104	0.00	0.00	200.00	11,293.14
14/03/2023	PC080323-154506463 Superchoice P/L 481471	0.00	0.00	458.14	11,751.28
24/03/2023	MAXXIA230324001194 15827 633104	0.00	0.00	200.00	11,951.28
28/03/2023	PC220323-156097860 Superchoice P/L 481471	0.00	0.00	458.14	12,409.42
11/04/2023	MAXXIA230411000633 18092 633104	0.00	0.00	200.00	12,609.42
13/04/2023	PC050423-158744040 Superchoice P/L 481471	0.00	0.00	458.14	13,067.56
21/04/2023	MAXXIA230421000915 19169 633104	0.00	0.00	200.00	13,267.56
26/04/2023	PC190423-160968855 Superchoice P/L 481471	0.00	0.00	458.14	13,725.70
05/05/2023	MAXXIA230505001043 20568 633104	0.00	0.00	200.00	13,925.70

Date	Description	Quantity	Debits	Credits	Balance
09/05/2023	PC030523-193952248 Superchoice P/L 481471	0.00	0.00	458.14	14,383.84
19/05/2023	MAXXIA230519000969 22193 633104	0.00	0.00	200.00	14,583.84
23/05/2023	PC170523-119995373 Superchoice P/L 481471	0.00	0.00	458.14	15,041.98
02/06/2023	MAXXIA230602001158 23532 633104	0.00	0.00	200.00	15,241.98
06/06/2023	PC310523-151243562 Superchoice P/L 481471	0.00	0.00	458.14	15,700.12
16/06/2023	MAXXIA230616001302 24919 633104	0.00	0.00	200.00	15,900.12
20/06/2023	PC140623-126023381 Superchoice P/L 481471	0.00	0.00	458.14	16,358.26
30/06/2023	MAXXIA230630001407 26368 633104	0.00	0.00	200.00	16,558.26
30/06/2023	Closing Balance	0.00	0.00	0.00	16,558.26
Member Receipts / Contributions / Member / Personal Non-Concessional / Luciano Gregorio					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
06/06/2023	Online B8251574183 Linked Acc Trns Di Gregori I	0.00	0.00	2,000.00	2,000.00
30/06/2023	Online A1845772246 Linked Acc Trns Di Gregori I	0.00	0.00	711.00	2,711.00
30/06/2023	Closing Balance	0.00	0.00	0.00	2,711.00
Investment Income / Interest / Cash and Cash Equivalents / NAB Term Deposit - Maturing 15/03/2023 @ 2.90%					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
16/03/2023	T/D Interest From A/C 70-964-6474	0.00	0.00	1,573.16	1,573.16

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	1,573.16
Investment Income / Other Rental Related Income / Direct Property / 70 Great Ryrie Street, Heathmont					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
28/06/2023	Outgoings recovered	0.00	0.00	2,026.69	2,026.69
30/06/2023	Closing Balance	0.00	0.00	0.00	2,026.69
Investment Income / Rent / Direct Property / 70 Great Ryrie Street, Heathmont					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/06/2023	Rent from Property	0.00	0.00	883.77	883.77
30/06/2023	Closing Balance	0.00	0.00	0.00	883.77
Member Payments / Insurance Premiums / Luciano Gregorio / Accumulation					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
25/11/2022	7054189-C5228207 Tal Life Limited 245397	0.00	83.36	0.00	83.36
29/12/2022	7054189-C5898367 Tal Life Limited 245397	0.00	83.36	0.00	166.72
24/01/2023	7054189-C6381442 Tal Life Limited 245397	0.00	83.36	0.00	250.08
24/02/2023	7054189-C6991511 Tal Life Limited 245397	0.00	83.36	0.00	333.44
24/03/2023	7054189-C7543479 Tal Life Limited 245397	0.00	83.36	0.00	416.80
24/04/2023	7054189-C8097480 Tal Life Limited 245397	0.00	83.36	0.00	500.16
24/05/2023	7054189-C8672583 Tal Life Limited 245397	0.00	83.36	0.00	583.52
26/06/2023	7054189-C9294855 Tal Life Limited 245397	0.00	83.36	0.00	666.88
30/06/2023	Closing Balance	0.00	0.00	0.00	666.88

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
25/11/2022	7054189-C5228207 Tal Life Limited 245397	0.00	0.00	83.36	83.36
25/11/2022	Insurance Premium Paid	0.00	83.36	0.00	0.00
29/12/2022	7054189-C5898367 Tal Life Limited 245397	0.00	0.00	83.36	83.36
29/12/2022	Insurance Premium Paid	0.00	83.36	0.00	0.00
24/01/2023	7054189-C6381442 Tal Life Limited 245397	0.00	0.00	83.36	83.36
24/01/2023	Insurance Premium Paid	0.00	83.36	0.00	0.00
24/02/2023	7054189-C6991511 Tal Life Limited 245397	0.00	0.00	83.36	83.36
24/02/2023	Insurance Premium Paid	0.00	83.36	0.00	0.00
24/03/2023	7054189-C7543479 Tal Life Limited 245397	0.00	0.00	83.36	83.36
24/03/2023	Insurance Premium Paid	0.00	83.36	0.00	0.00
24/04/2023	7054189-C8097480 Tal Life Limited 245397	0.00	0.00	83.36	83.36
24/04/2023	Insurance Premium Paid	0.00	83.36	0.00	0.00
24/05/2023	7054189-C8672583 Tal Life Limited 245397	0.00	0.00	83.36	83.36
24/05/2023	Insurance Premium Paid	0.00	83.36	0.00	0.00
26/06/2023	7054189-C9294855 Tal Life Limited 245397	0.00	0.00	83.36	83.36
26/06/2023	Insurance Premium Paid	0.00	83.36	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Expenses / Accountancy Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
15/12/2022	Pgp Consulting Q5492558474 Invoice 6350	0.00	264.00	0.00	264.00
01/05/2023	Pgp Consulting C4656180377 Invoice 7296	0.00	2,255.00	0.00	2,519.00
30/06/2023	Closing Balance	0.00	0.00	0.00	2,519.00
Other Expenses / ASIC Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
12/12/2022	Internet Bpay Asic 2296460936562	0.00	59.00	0.00	59.00
30/06/2023	Closing Balance	0.00	0.00	0.00	59.00
Other Expenses / Auditor Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/05/2023	Pgp Consulting C4656180377 Invoice 7296	0.00	550.00	0.00	550.00
30/06/2023	Closing Balance	0.00	0.00	0.00	550.00
Other Expenses / Cash At Bank / NAB Business Everyday Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/06/2023	Bank Fee	0.00	35.00	0.00	35.00
30/06/2023	Closing Balance	0.00	0.00	0.00	35.00
Other Expenses / Borrowing Costs					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Amortisation	0.00	61.24	0.00	61.24
30/06/2023	Closing Balance	0.00	0.00	0.00	61.24
Other Expenses / Insurance Premium / Direct Property / 70 Great Ryrrie Street, Heathmont					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
26/04/2023	577446 RACV Commercial 186924	0.00	168.90	0.00	168.90
26/05/2023	591900 RACV Commercial 186924	0.00	168.89	0.00	337.79
26/06/2023	606352 RACV Commercial 186924	0.00	168.89	0.00	506.68
30/06/2023	Closing Balance	0.00	0.00	0.00	506.68
Other Expenses / Property Expenses / Settlement Agent Fees / Direct Property / 70 Great Ryrie Street, Heathmont					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/06/2023	Settlement Agent Fees	0.00	2,430.99	0.00	2,430.99
30/06/2023	Closing Balance	0.00	0.00	0.00	2,430.99
Other Expenses / Property Expenses / Sundry Expenses / Direct Property / 70 Great Ryrie Street, Heathmont					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/06/2023	Mortgagee's PEXA fee	0.00	62.04	0.00	62.04
30/06/2023	Closing Balance	0.00	0.00	0.00	62.04
Other Expenses / SMSF Supervisory Levy					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
02/05/2023	Internet Bpay 002005356816982521	0.00	259.00	0.00	259.00
30/06/2023	Closing Balance	0.00	0.00	0.00	259.00
Other Expenses / Sundry					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
22/03/2023	Online V3474007304 Identity check D L Di Greg	0.00	98.00	0.00	98.00
30/06/2023	Closing Balance	0.00	0.00	0.00	98.00
Investment Losses / Decrease in Market Value / Direct Property / 70 Great Ryrie Street, Heathmont					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Market Value Adjustment	0.00	30,156.92	0.00	30,156.92
30/06/2023	Closing Balance	0.00	0.00	0.00	30,156.92
Income Tax Expense / Income Tax Expense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Fund Income Tax	0.00	15.00	0.00	15.00
05/07/2022	Fund Income Tax	0.00	62.10	0.00	77.10
15/07/2022	Fund Income Tax	0.00	15.00	0.00	92.10
19/07/2022	Fund Income Tax	0.00	65.20	0.00	157.30
29/07/2022	Fund Income Tax	0.00	15.00	0.00	172.30
02/08/2022	Fund Income Tax	0.00	65.20	0.00	237.50
12/08/2022	Fund Income Tax	0.00	15.00	0.00	252.50
16/08/2022	Fund Income Tax	0.00	65.20	0.00	317.70
26/08/2022	Fund Income Tax	0.00	15.00	0.00	332.70
30/08/2022	Fund Income Tax	0.00	71.03	0.00	403.73
09/09/2022	Fund Income Tax	0.00	15.00	0.00	418.73

Date	Description	Quantity	Debits	Credits	Balance
13/09/2022	Fund Income Tax	0.00	85.69	0.00	504.42
23/09/2022	Fund Income Tax	0.00	15.00	0.00	519.42
28/09/2022	Fund Income Tax	0.00	67.14	0.00	586.56
07/10/2022	Fund Income Tax	0.00	15.00	0.00	601.56
11/10/2022	Fund Income Tax	0.00	67.14	0.00	668.70
21/10/2022	Fund Income Tax	0.00	30.00	0.00	698.70
25/10/2022	Fund Income Tax	0.00	67.14	0.00	765.84
08/11/2022	Fund Income Tax	0.00	67.14	0.00	832.98
17/11/2022	Fund Income Tax	0.00	60.00	0.00	892.98
22/11/2022	Fund Income Tax	0.00	67.14	0.00	960.12
25/11/2022	Fund Income Tax	0.00	0.00	12.50	947.62
02/12/2022	Fund Income Tax	0.00	30.00	0.00	977.62
06/12/2022	Fund Income Tax	0.00	67.14	0.00	1,044.76
16/12/2022	Fund Income Tax	0.00	30.00	0.00	1,074.76
20/12/2022	Fund Income Tax	0.00	84.67	0.00	1,159.43
29/12/2022	Fund Income Tax	0.00	0.00	12.50	1,146.93
30/12/2022	Fund Income Tax	0.00	30.00	0.00	1,176.93
04/01/2023	Fund Income Tax	0.00	67.14	0.00	1,244.07
13/01/2023	Fund Income Tax	0.00	30.00	0.00	1,274.07
17/01/2023	Fund Income Tax	0.00	68.72	0.00	1,342.79

Date	Description	Quantity	Debits	Credits	Balance
24/01/2023	Fund Income Tax	0.00	0.00	12.50	1,330.29
31/01/2023	Fund Income Tax	0.00	30.00	0.00	1,360.29
01/02/2023	Fund Income Tax	0.00	68.72	0.00	1,429.01
10/02/2023	Fund Income Tax	0.00	30.00	0.00	1,459.01
14/02/2023	Fund Income Tax	0.00	68.72	0.00	1,527.73
24/02/2023	Fund Income Tax	0.00	0.00	12.50	1,515.23
24/02/2023	Fund Income Tax	0.00	30.00	0.00	1,545.23
28/02/2023	Fund Income Tax	0.00	68.72	0.00	1,613.95
10/03/2023	Fund Income Tax	0.00	30.00	0.00	1,643.95
14/03/2023	Fund Income Tax	0.00	68.72	0.00	1,712.67
24/03/2023	Fund Income Tax	0.00	0.00	12.50	1,700.17
24/03/2023	Fund Income Tax	0.00	30.00	0.00	1,730.17
28/03/2023	Fund Income Tax	0.00	68.72	0.00	1,798.89
11/04/2023	Fund Income Tax	0.00	30.00	0.00	1,828.89
13/04/2023	Fund Income Tax	0.00	68.72	0.00	1,897.61
21/04/2023	Fund Income Tax	0.00	30.00	0.00	1,927.61
24/04/2023	Fund Income Tax	0.00	0.00	12.50	1,915.11
26/04/2023	Fund Income Tax	0.00	68.72	0.00	1,983.83
05/05/2023	Fund Income Tax	0.00	30.00	0.00	2,013.83
09/05/2023	Fund Income Tax	0.00	68.72	0.00	2,082.55

Date	Description	Quantity	Debits	Credits	Balance
19/05/2023	Fund Income Tax	0.00	30.00	0.00	2,112.55
23/05/2023	Fund Income Tax	0.00	68.72	0.00	2,181.27
24/05/2023	Fund Income Tax	0.00	0.00	12.50	2,168.77
02/06/2023	Fund Income Tax	0.00	30.00	0.00	2,198.77
06/06/2023	Fund Income Tax	0.00	68.72	0.00	2,267.49
16/06/2023	Fund Income Tax	0.00	30.00	0.00	2,297.49
20/06/2023	Fund Income Tax	0.00	68.72	0.00	2,366.21
26/06/2023	Fund Income Tax	0.00	0.00	12.50	2,353.71
30/06/2023	Fund Income Tax	0.00	0.00	314.46	2,039.25
30/06/2023	Fund Income Tax	0.00	30.00	0.00	2,069.25
30/06/2023	Closing Balance	0.00	0.00	0.00	2,069.25
Investments - NAB Term Deposit - Maturing 15/03/2023 @ 2.90%					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
16/12/2022	To 709646474	220,000.00	220,000.00	0.00	220,000.00
16/03/2023	Principal Matured From A/C 70-964-6474	-220,000.00	0.00	220,000.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Investments - 70 Great Rylie Street, Heathmont					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
09/03/2023	Property Purchase	1.00	505,000.00	0.00	505,000.00
08/06/2023	Legal Fees	0.00	2,833.55	0.00	507,833.55

Date	Description	Quantity	Debits	Credits	Balance
08/06/2023	PEXA Settlement Fee	0.00	123.97	0.00	507,957.52
08/06/2023	Registration of Transfer & Mortgage	0.00	1,389.40	0.00	509,346.92
08/06/2023	Stamp Duty	0.00	25,370.00	0.00	534,716.92
08/06/2023	Vendor's Solicitor's Fees	0.00	440.00	0.00	535,156.92
30/06/2023	Market Value Adjustment	0.00	0.00	30,156.92	505,000.00
30/06/2023	Closing Balance	1.00	0.00	0.00	505,000.00
Investments - Borrowing Cost					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/03/2023	Internet Bpay Think Tank Group P/L 2152353	0.00	1,320.00	0.00	1,320.00
03/04/2023	Internet Bpay Think Tank Group P/L 2152353	0.00	1,473.45	0.00	2,793.45
08/06/2023	Loan Costs	0.00	1,836.45	0.00	4,629.90
08/06/2023	Loan Establishment	0.00	450.00	0.00	5,079.90
30/06/2023	Amortisation	0.00	0.00	61.24	5,018.66
30/06/2023	Closing Balance	0.00	0.00	0.00	5,018.66
Cash At Bank - NAB Business Everyday Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	1,771.25
01/07/2022	001782913000954240 Smartsalary 231704	0.00	100.00	0.00	1,871.25
05/07/2022	PC290622-193350839 Superchoice P/L 481471	0.00	413.98	0.00	2,285.23
15/07/2022	001799544000954240 Smartsalary 231704	0.00	100.00	0.00	2,385.23

Date	Description	Quantity	Debits	Credits	Balance
18/07/2022	Internet Bpay Tax Office Payments 4316642722657860	0.00	0.00	153.00	2,232.23
19/07/2022	PC130722-179060819 Superchoice P/L 481471	0.00	434.67	0.00	2,666.90
29/07/2022	001815458000954240 Smartsalary 231704	0.00	100.00	0.00	2,766.90
02/08/2022	PC270722-194454062 Superchoice P/L 481471	0.00	434.67	0.00	3,201.57
12/08/2022	001831822000954240 Smartsalary 231704	0.00	100.00	0.00	3,301.57
16/08/2022	PC100822-174414790 Superchoice P/L 481471	0.00	434.67	0.00	3,736.24
26/08/2022	001848168000954240 Smartsalary 231704	0.00	100.00	0.00	3,836.24
30/08/2022	PC240822-176267001 Superchoice P/L 481471	0.00	473.52	0.00	4,309.76
09/09/2022	001865832000954240 Smartsalary 231704	0.00	100.00	0.00	4,409.76
13/09/2022	PC070922-177811115 Superchoice P/L 481471	0.00	571.28	0.00	4,981.04
23/09/2022	001881485000954240 Smartsalary 231704	0.00	100.00	0.00	5,081.04
28/09/2022	PC210922-157206656 Superchoice P/L 481471	0.00	447.62	0.00	5,528.66
07/10/2022	001898839000954240 Smartsalary 231704	0.00	100.00	0.00	5,628.66
11/10/2022	PC051022-135792907 Superchoice P/L 481471	0.00	447.62	0.00	6,076.28
21/10/2022	001915091000954240 Smartsalary 231704	0.00	200.00	0.00	6,276.28
25/10/2022	Online G0894901451 Linked Acc Trns Di Gregori L	0.00	227,000.00	0.00	233,276.28

Date	Description	Quantity	Debits	Credits	Balance
25/10/2022	PC191022-197636498 Superchoice P/L 481471	0.00	447.62	0.00	233,723.90
08/11/2022	PC021122-106860929 Superchoice P/L 481471	0.00	447.62	0.00	234,171.52
14/11/2022	Internet Bpay Tax Office Payments 004316642722657860	0.00	0.00	156.00	234,015.52
17/11/2022	MAXXIA221117000207 2852 633104	0.00	400.00	0.00	234,415.52
22/11/2022	PC161122-192352747 Superchoice P/L 481471	0.00	447.62	0.00	234,863.14
25/11/2022	7054189-C5228207 Tal Life Limited 245397	0.00	0.00	83.36	234,779.78
02/12/2022	MAXXIA221202001793 3319 633104	0.00	200.00	0.00	234,979.78
06/12/2022	PC301122-102776394 Superchoice P/L 481471	0.00	447.62	0.00	235,427.40
12/12/2022	Internet Bpay Asic 2296460936562	0.00	0.00	59.00	235,368.40
15/12/2022	Pgp Consulting Q5492558474 Invoice 6350	0.00	0.00	264.00	235,104.40
16/12/2022	MAXXIA221216001174 5342 633104	0.00	200.00	0.00	235,304.40
16/12/2022	To 709646474	0.00	0.00	220,000.00	15,304.40
20/12/2022	PC141222-192708957 Superchoice P/L 481471	0.00	564.45	0.00	15,868.85
29/12/2022	7054189-C5898367 Tal Life Limited 245397	0.00	0.00	83.36	15,785.49
30/12/2022	MAXXIA221230001646 6470 633104	0.00	200.00	0.00	15,985.49
04/01/2023	PC281222-194130893 Superchoice P/L 481471	0.00	447.62	0.00	16,433.11
13/01/2023	MAXXIA230113000998 8562 633104	0.00	200.00	0.00	16,633.11

Date	Description	Quantity	Debits	Credits	Balance
17/01/2023	PC110123-195574282 Superchoice P/L 481471	0.00	458.14	0.00	17,091.25
24/01/2023	7054189-C6381442 Tal Life Limited 245397	0.00	0.00	83.36	17,007.89
31/01/2023	MAXXIA230131000959 9915 633104	0.00	200.00	0.00	17,207.89
01/02/2023	PC250123-199788518 Superchoice P/L 481471	0.00	458.14	0.00	17,666.03
10/02/2023	MAXXIA230210000757 11791 633104	0.00	200.00	0.00	17,866.03
14/02/2023	PC080223-165433118 Superchoice P/L 481471	0.00	458.14	0.00	18,324.17
24/02/2023	7054189-C6991511 Tal Life Limited 245397	0.00	0.00	83.36	18,240.81
24/02/2023	MAXXIA230224000631 13379 633104	0.00	200.00	0.00	18,440.81
28/02/2023	PC220223-116247035 Superchoice P/L 481471	0.00	458.14	0.00	18,898.95
10/03/2023	MAXXIA230310001604 13920 633104	0.00	200.00	0.00	19,098.95
14/03/2023	Internet Bpay Think Tank Group P/L 2152353	0.00	0.00	1,320.00	17,778.95
14/03/2023	PC080323-154506463 Superchoice P/L 481471	0.00	458.14	0.00	18,237.09
16/03/2023	Principal Matured From A/C 70-964-6474	0.00	220,000.00	0.00	238,237.09
16/03/2023	Re Appleby Sales T X8174554850 70Great	0.00	0.00	50,500.00	187,737.09
16/03/2023	T/D Interest From A/C 70-964-6474	0.00	1,573.16	0.00	189,310.25
20/03/2023	Internet Bpay Tax Office Payments 4316642722657860	0.00	0.00	156.00	189,154.25
22/03/2023	Online V3474007304 Identity check D L Di Greg	0.00	0.00	98.00	189,056.25

Date	Description	Quantity	Debits	Credits	Balance
24/03/2023	7054189-C7543479 Tal Life Limited 245397	0.00	0.00	83.36	188,972.89
24/03/2023	MAXXIA230324001194 15827 633104	0.00	200.00	0.00	189,172.89
28/03/2023	100000003367956902 Rest 089636	0.00	18,143.81	0.00	207,316.70
28/03/2023	PC220323-156097860 Superchoice P/L 481471	0.00	458.14	0.00	207,774.84
03/04/2023	Internet Bpay Think Tank Group P/L 2152353	0.00	0.00	1,473.45	206,301.39
11/04/2023	MAXXIA230411000633 18092 633104	0.00	200.00	0.00	206,501.39
13/04/2023	PC050423-158744040 Superchoice P/L 481471	0.00	458.14	0.00	206,959.53
21/04/2023	MAXXIA230421000915 19169 633104	0.00	200.00	0.00	207,159.53
24/04/2023	7054189-C8097480 Tal Life Limited 245397	0.00	0.00	83.36	207,076.17
26/04/2023	577446 RACV Commercial 186924	0.00	0.00	168.90	206,907.27
26/04/2023	PC190423-160968855 Superchoice P/L 481471	0.00	458.14	0.00	207,365.41
01/05/2023	Pgp Consulting C4656180377 Invoice 7296	0.00	0.00	2,805.00	204,560.41
02/05/2023	Internet Bpay Tax Office Payments 002005356816982521	0.00	0.00	1,648.15	202,912.26
05/05/2023	MAXXIA230505001043 20568 633104	0.00	200.00	0.00	203,112.26
09/05/2023	PC030523-193952248 Superchoice P/L 481471	0.00	458.14	0.00	203,570.40
19/05/2023	MAXXIA230519000969 22193 633104	0.00	200.00	0.00	203,770.40
23/05/2023	PC170523-119995373 Superchoice P/L 481471	0.00	458.14	0.00	204,228.54
24/05/2023	7054189-C8672583 Tal Life Limited 245397	0.00	0.00	83.36	204,145.18

Date	Description	Quantity	Debits	Credits	Balance
26/05/2023	591900 RACV Commercial 186924	0.00	0.00	168.89	203,976.29
02/06/2023	MAXXIA230602001158 23532 633104	0.00	200.00	0.00	204,176.29
06/06/2023	Online B8251574183 Linked Acc Trns Di Gregori I	0.00	2,000.00	0.00	206,176.29
06/06/2023	PC310523-151243562 Superchoice P/L 481471	0.00	458.14	0.00	206,634.43
07/06/2023	Withdrawal	0.00	0.00	206,587.63	46.80
16/06/2023	MAXXIA230616001302 24919 633104	0.00	200.00	0.00	246.80
20/06/2023	PC140623-126023381 Superchoice P/L 481471	0.00	458.14	0.00	704.94
26/06/2023	606352 RACV Commercial 186924	0.00	0.00	168.89	536.05
26/06/2023	7054189-C9294855 Tal Life Limited 245397	0.00	0.00	83.36	452.69
26/06/2023	Internet Bpay Tax Office Payments 004316642722657860	0.00	0.00	156.00	296.69
28/06/2023	DIGR0461 RE Appleby Pty 046286	0.00	2,026.69	0.00	2,323.38
30/06/2023	MAXXIA230630001407 26368 633104	0.00	200.00	0.00	2,523.38
30/06/2023	Online A1845772246 Linked Acc Trns Di Gregori I	0.00	711.00	0.00	3,234.38
30/06/2023	Closing Balance	0.00	0.00	0.00	3,234.38
Other Assets - Unsettled Trades / Acquisitions / Cash and Cash Equivalents / NAB Term Deposit - Maturing 15/03/2023 @ 2.90%					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
16/12/2022	Paid - To 709646474	0.00	220,000.00	0.00	220,000.00
16/12/2022	To 709646474	0.00	0.00	220,000.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Direct Property / 70 Great Ryrie Street, Heathmont					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
09/03/2023	Property Purchase	0.00	0.00	505,000.00	505,000.00
16/03/2023	Property Deposit Paid	0.00	50,500.00	0.00	454,500.00
07/06/2023	Purchase Settlement Paid	0.00	205,903.95	0.00	248,596.05
08/06/2023	Legal Fees	0.00	0.00	2,833.55	251,429.60
08/06/2023	PEXA Settlement Fee	0.00	0.00	123.97	251,553.57
08/06/2023	Purchase Settlement Paid	0.00	0.00	34.89	251,588.46
08/06/2023	Purchase Settlement Paid	0.00	0.00	448.51	252,036.97
08/06/2023	Purchase Settlement Paid	0.00	0.00	1,830.37	253,867.34
08/06/2023	Purchase Settlement Paid	0.00	281,066.74	0.00	27,199.40
08/06/2023	Registration of Transfer & Mortgage	0.00	0.00	1,389.40	25,810.00
08/06/2023	Stamp Duty	0.00	0.00	25,370.00	440.00
08/06/2023	Vendor's Solicitor's Fees	0.00	0.00	440.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Limited Recourse Borrowing Arrangement / Think Tank Loan					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/06/2023	Loan	0.00	0.00	282,000.00	282,000.00
08/06/2023	Loan	0.00	282,000.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
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
14/03/2023	Internet Bpay Think Tank Group P/L 2152353	0.00	0.00	1,320.00	1,320.00
14/03/2023	Internet Bpay Think Tank Group P/L 2152353	0.00	1,320.00	0.00	0.00
03/04/2023	Internet Bpay Think Tank Group P/L 2152353	0.00	0.00	1,473.45	1,473.45
03/04/2023	Internet Bpay Think Tank Group P/L 2152353	0.00	1,473.45	0.00	0.00
08/06/2023	Loan Costs	0.00	0.00	1,836.45	1,836.45
08/06/2023	Loan Costs	0.00	1,836.45	0.00	0.00
08/06/2023	Loan Establishment	0.00	0.00	450.00	450.00
08/06/2023	Loan Establishment	0.00	450.00	0.00	0.00
30/06/2023	Amortisation	0.00	0.00	61.24	61.24
30/06/2023	Amortisation	0.00	61.24	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Disposals / Cash and Cash Equivalents / NAB Term Deposit - Maturing 15/03/2023 @ 2.90%					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
16/03/2023	Paid - Principal Matured From A/C 70-964-6474	0.00	0.00	220,000.00	220,000.00
16/03/2023	Principal Matured From A/C 70-964-6474	0.00	220,000.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
Other Assets - Receivables / Investment Income Receivable / Interest / Cash and Cash Equivalents / NAB Term Deposit - Maturing 15/03/2023 @ 2.90%					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
16/03/2023	T/D Interest From A/C 70-964-6474	0.00	0.00	1,573.16	1,573.16
16/03/2023	T/D Interest From A/C 70-964-6474	0.00	1,573.16	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Other Rental Related Income / Direct Property / 70 Great Ryrie Street, Heathmont					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
28/06/2023	Outgoings recovered	0.00	0.00	2,026.69	2,026.69
28/06/2023	Outgoings recovered	0.00	2,026.69	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 / 70 Great Ryrie Street, Heathmont					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
07/06/2023	Purchase Settlement Paid	0.00	0.00	375.46	375.46
08/06/2023	Purchase Settlement Paid	0.00	0.00	512.52	887.98
08/06/2023	Purchase Settlement Paid	0.00	0.06	0.00	887.92
08/06/2023	Purchase Settlement Paid	0.00	0.82	0.00	887.10
08/06/2023	Purchase Settlement Paid	0.00	3.33	0.00	883.77
08/06/2023	Rent from Property	0.00	883.77	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Rollovers In / Dina Georges					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
28/03/2023	100000003367956902 Rest 089636	0.00	18,143.81	0.00	18,143.81
28/03/2023	RolloverIn Received	0.00	0.00	18,143.81	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Contributions / Luciano Gregorio					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	001782913000954240 Smartsalary 231704	0.00	100.00	0.00	100.00
01/07/2022	Contribution Received	0.00	0.00	100.00	0.00
05/07/2022	Contribution Received	0.00	0.00	413.98	413.98
05/07/2022	PC290622-193350839 Superchoice P/L 481471	0.00	413.98	0.00	0.00
15/07/2022	001799544000954240 Smartsalary 231704	0.00	100.00	0.00	100.00
15/07/2022	Contribution Received	0.00	0.00	100.00	0.00
19/07/2022	Contribution Received	0.00	0.00	434.67	434.67
19/07/2022	PC130722-179060819 Superchoice P/L 481471	0.00	434.67	0.00	0.00
29/07/2022	001815458000954240 Smartsalary 231704	0.00	100.00	0.00	100.00
29/07/2022	Contribution Received	0.00	0.00	100.00	0.00
02/08/2022	Contribution Received	0.00	0.00	434.67	434.67
02/08/2022	PC270722-194454062 Superchoice P/L 481471	0.00	434.67	0.00	0.00
12/08/2022	001831822000954240 Smartsalary 231704	0.00	100.00	0.00	100.00

Date	Description	Quantity	Debits	Credits	Balance
12/08/2022	Contribution Received	0.00	0.00	100.00	0.00
16/08/2022	Contribution Received	0.00	0.00	434.67	434.67
16/08/2022	PC100822-174414790 Superchoice P/L 481471	0.00	434.67	0.00	0.00
26/08/2022	001848168000954240 Smartsalary 231704	0.00	100.00	0.00	100.00
26/08/2022	Contribution Received	0.00	0.00	100.00	0.00
30/08/2022	Contribution Received	0.00	0.00	473.52	473.52
30/08/2022	PC240822-176267001 Superchoice P/L 481471	0.00	473.52	0.00	0.00
09/09/2022	001865832000954240 Smartsalary 231704	0.00	100.00	0.00	100.00
09/09/2022	Contribution Received	0.00	0.00	100.00	0.00
13/09/2022	Contribution Received	0.00	0.00	571.28	571.28
13/09/2022	PC070922-177811115 Superchoice P/L 481471	0.00	571.28	0.00	0.00
23/09/2022	001881485000954240 Smartsalary 231704	0.00	100.00	0.00	100.00
23/09/2022	Contribution Received	0.00	0.00	100.00	0.00
28/09/2022	Contribution Received	0.00	0.00	447.62	447.62
28/09/2022	PC210922-157206656 Superchoice P/L 481471	0.00	447.62	0.00	0.00
07/10/2022	001898839000954240 Smartsalary 231704	0.00	100.00	0.00	100.00
07/10/2022	Contribution Received	0.00	0.00	100.00	0.00
11/10/2022	Contribution Received	0.00	0.00	447.62	447.62

Date	Description	Quantity	Debits	Credits	Balance
11/10/2022	PC051022-135792907 Superchoice P/L 481471	0.00	447.62	0.00	0.00
21/10/2022	001915091000954240 Smartsalary 231704	0.00	200.00	0.00	200.00
21/10/2022	Contribution Received	0.00	0.00	200.00	0.00
25/10/2022	Contribution Received	0.00	0.00	447.62	447.62
25/10/2022	PC191022-197636498 Superchoice P/L 481471	0.00	447.62	0.00	0.00
08/11/2022	Contribution Received	0.00	0.00	447.62	447.62
08/11/2022	PC021122-106860929 Superchoice P/L 481471	0.00	447.62	0.00	0.00
17/11/2022	Contribution Received	0.00	0.00	400.00	400.00
17/11/2022	MAXXIA221117000207 2852 633104	0.00	400.00	0.00	0.00
22/11/2022	Contribution Received	0.00	0.00	447.62	447.62
22/11/2022	PC161122-192352747 Superchoice P/L 481471	0.00	447.62	0.00	0.00
02/12/2022	Contribution Received	0.00	0.00	200.00	200.00
02/12/2022	MAXXIA221202001793 3319 633104	0.00	200.00	0.00	0.00
06/12/2022	Contribution Received	0.00	0.00	447.62	447.62
06/12/2022	PC301122-102776394 Superchoice P/L 481471	0.00	447.62	0.00	0.00
16/12/2022	Contribution Received	0.00	0.00	200.00	200.00
16/12/2022	MAXXIA221216001174 5342 633104	0.00	200.00	0.00	0.00
20/12/2022	Contribution Received	0.00	0.00	564.45	564.45

Date	Description	Quantity	Debits	Credits	Balance
20/12/2022	PC141222-192708957 Superchoice P/L 481471	0.00	564.45	0.00	0.00
30/12/2022	Contribution Received	0.00	0.00	200.00	200.00
30/12/2022	MAXXIA221230001646 6470 633104	0.00	200.00	0.00	0.00
04/01/2023	Contribution Received	0.00	0.00	447.62	447.62
04/01/2023	PC281222-194130893 Superchoice P/L 481471	0.00	447.62	0.00	0.00
13/01/2023	Contribution Received	0.00	0.00	200.00	200.00
13/01/2023	MAXXIA230113000998 8562 633104	0.00	200.00	0.00	0.00
17/01/2023	Contribution Received	0.00	0.00	458.14	458.14
17/01/2023	PC110123-195574282 Superchoice P/L 481471	0.00	458.14	0.00	0.00
31/01/2023	Contribution Received	0.00	0.00	200.00	200.00
31/01/2023	MAXXIA230131000959 9915 633104	0.00	200.00	0.00	0.00
01/02/2023	Contribution Received	0.00	0.00	458.14	458.14
01/02/2023	PC250123-199788518 Superchoice P/L 481471	0.00	458.14	0.00	0.00
10/02/2023	Contribution Received	0.00	0.00	200.00	200.00
10/02/2023	MAXXIA230210000757 11791 633104	0.00	200.00	0.00	0.00
14/02/2023	Contribution Received	0.00	0.00	458.14	458.14
14/02/2023	PC080223-165433118 Superchoice P/L 481471	0.00	458.14	0.00	0.00
24/02/2023	Contribution Received	0.00	0.00	200.00	200.00

Date	Description	Quantity	Debits	Credits	Balance
24/02/2023	MAXXIA230224000631 13379 633104	0.00	200.00	0.00	0.00
28/02/2023	Contribution Received	0.00	0.00	458.14	458.14
28/02/2023	PC220223-116247035 Superchoice P/L 481471	0.00	458.14	0.00	0.00
10/03/2023	Contribution Received	0.00	0.00	200.00	200.00
10/03/2023	MAXXIA230310001604 13920 633104	0.00	200.00	0.00	0.00
14/03/2023	Contribution Received	0.00	0.00	458.14	458.14
14/03/2023	PC080323-154506463 Superchoice P/L 481471	0.00	458.14	0.00	0.00
24/03/2023	Contribution Received	0.00	0.00	200.00	200.00
24/03/2023	MAXXIA230324001194 15827 633104	0.00	200.00	0.00	0.00
28/03/2023	Contribution Received	0.00	0.00	458.14	458.14
28/03/2023	PC220323-156097860 Superchoice P/L 481471	0.00	458.14	0.00	0.00
11/04/2023	Contribution Received	0.00	0.00	200.00	200.00
11/04/2023	MAXXIA230411000633 18092 633104	0.00	200.00	0.00	0.00
13/04/2023	Contribution Received	0.00	0.00	458.14	458.14
13/04/2023	PC050423-158744040 Superchoice P/L 481471	0.00	458.14	0.00	0.00
21/04/2023	Contribution Received	0.00	0.00	200.00	200.00
21/04/2023	MAXXIA230421000915 19169 633104	0.00	200.00	0.00	0.00
26/04/2023	Contribution Received	0.00	0.00	458.14	458.14

Date	Description	Quantity	Debits	Credits	Balance
26/04/2023	PC190423-160968855 Superchoice P/L 481471	0.00	458.14	0.00	0.00
05/05/2023	Contribution Received	0.00	0.00	200.00	200.00
05/05/2023	MAXXIA230505001043 20568 633104	0.00	200.00	0.00	0.00
09/05/2023	Contribution Received	0.00	0.00	458.14	458.14
09/05/2023	PC030523-193952248 Superchoice P/L 481471	0.00	458.14	0.00	0.00
19/05/2023	Contribution Received	0.00	0.00	200.00	200.00
19/05/2023	MAXXIA230519000969 22193 633104	0.00	200.00	0.00	0.00
23/05/2023	Contribution Received	0.00	0.00	458.14	458.14
23/05/2023	PC170523-119995373 Superchoice P/L 481471	0.00	458.14	0.00	0.00
02/06/2023	Contribution Received	0.00	0.00	200.00	200.00
02/06/2023	MAXXIA230602001158 23532 633104	0.00	200.00	0.00	0.00
06/06/2023	Contribution Received	0.00	0.00	458.14	458.14
06/06/2023	Contribution Received	0.00	0.00	2,000.00	2,458.14
06/06/2023	Online B8251574183 Linked Acc Trns Di Gregori I	0.00	2,000.00	0.00	458.14
06/06/2023	PC310523-151243562 Superchoice P/L 481471	0.00	458.14	0.00	0.00
16/06/2023	Contribution Received	0.00	0.00	200.00	200.00
16/06/2023	MAXXIA230616001302 24919 633104	0.00	200.00	0.00	0.00
20/06/2023	Contribution Received	0.00	0.00	458.14	458.14

Date	Description	Quantity	Debits	Credits	Balance
20/06/2023	PC140623-126023381 Superchoice P/L 481471	0.00	458.14	0.00	0.00
30/06/2023	Contribution Received	0.00	0.00	200.00	200.00
30/06/2023	Contribution Received	0.00	0.00	711.00	911.00
30/06/2023	MAXXIA230630001407 26368 633104	0.00	200.00	0.00	711.00
30/06/2023	Online A1845772246 Linked Acc Trns Di Gregori I	0.00	711.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Sundry Debtors / Sundry					
01/07/2022	Opening Balance	0.00	0.00	0.00	227,000.00
25/10/2022	Sundry Debtors	0.00	0.00	227,000.00	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
15/12/2022	Pgp Consulting Q5492558474 Invoice 6350	0.00	0.00	264.00	264.00
15/12/2022	Pgp Consulting Q5492558474 Invoice 6350	0.00	264.00	0.00	0.00
01/05/2023	Pgp Consulting C4656180377 Invoice 7296	0.00	0.00	2,255.00	2,255.00
01/05/2023	Pgp Consulting C4656180377 Invoice 7296	0.00	2,255.00	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

Date	Description	Quantity	Debits	Credits	Balance
12/12/2022	Internet Bpay Asic 2296460936562	0.00	0.00	59.00	59.00
12/12/2022	Internet Bpay Asic 2296460936562	0.00	59.00	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
01/05/2023	Pgp Consulting C4656180377 Invoice 7296	0.00	0.00	550.00	550.00
01/05/2023	Pgp Consulting C4656180377 Invoice 7296	0.00	550.00	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 Business Everyday Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/06/2023	Bank Fee	0.00	0.00	35.00	35.00
08/06/2023	Bank Fee	0.00	35.00	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	Amortisation	0.00	0.00	61.24	61.24
30/06/2023	Amortisation	0.00	61.24	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Insurance Premium / Direct Property / 70 Great Ryrie Street, Heathmont					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
26/04/2023	577446 RACV Commercial 186924	0.00	0.00	168.90	168.90
26/04/2023	577446 RACV Commercial 186924	0.00	168.90	0.00	0.00
26/05/2023	591900 RACV Commercial 186924	0.00	0.00	168.89	168.89
26/05/2023	591900 RACV Commercial 186924	0.00	168.89	0.00	0.00
26/06/2023	606352 RACV Commercial 186924	0.00	0.00	168.89	168.89
26/06/2023	606352 RACV Commercial 186924	0.00	168.89	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Other Creditors and Accruals / Property Expenses / Settlement Agent Fees / Direct Property / 70 Great Ryrrie Street, Heathmont

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
07/06/2023	Purchase Settlement Paid	0.00	1,032.79	0.00	1,032.79
08/06/2023	Purchase Settlement Paid	0.00	0.00	0.17	1,032.62
08/06/2023	Purchase Settlement Paid	0.00	0.00	2.25	1,030.37
08/06/2023	Purchase Settlement Paid	0.00	0.00	9.18	1,021.19
08/06/2023	Purchase Settlement Paid	0.00	1,409.80	0.00	2,430.99
08/06/2023	Settlement Agent Fees	0.00	0.00	2,430.99	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 / 70 Great Ryrrie Street, Heathmont

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
07/06/2023	Purchase Settlement Paid	0.00	26.35	0.00	26.35
08/06/2023	Mortgagee's PEXA fee	0.00	0.00	62.04	35.69

Date	Description	Quantity	Debits	Credits	Balance
08/06/2023	Purchase Settlement Paid	0.00	0.00	0.06	35.75
08/06/2023	Purchase Settlement Paid	0.00	0.00	0.23	35.98
08/06/2023	Purchase Settlement Paid	0.00	35.98	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Sundry					
01/07/2022	Opening Balance	0.00	0.00	0.00	153.00
18/07/2022	Sundry Creditors	0.00	153.00	0.00	0.00
22/03/2023	Online V3474007304 Identity check D L Di Greg	0.00	0.00	98.00	98.00
22/03/2023	Online V3474007304 Identity check D L Di Greg	0.00	98.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Borrowings / Limited Recourse Borrowing Arrangement / Think Tank Loan					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/06/2023	Loan	0.00	0.00	282,000.00	282,000.00
30/06/2023	Closing Balance	0.00	0.00	0.00	282,000.00
Income Tax Suspense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
02/05/2023	Internet Bpay 002005356816982521	0.00	0.00	1,648.15	1,648.15
02/05/2023	Internet Bpay 002005356816982521	0.00	1,648.15	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
Income Tax Payable / Income Tax Payable					
01/07/2022	Opening Balance	0.00	0.00	0.00	1,389.15
02/05/2023	Internet Bpay 002005356816982521	0.00	1,389.15	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	0.00
01/07/2022	Tax Effect Of Income	0.00	0.00	15.00	15.00
05/07/2022	Tax Effect Of Income	0.00	0.00	62.10	77.10
15/07/2022	Tax Effect Of Income	0.00	0.00	15.00	92.10
19/07/2022	Tax Effect Of Income	0.00	0.00	65.20	157.30
29/07/2022	Tax Effect Of Income	0.00	0.00	15.00	172.30
02/08/2022	Tax Effect Of Income	0.00	0.00	65.20	237.50
12/08/2022	Tax Effect Of Income	0.00	0.00	15.00	252.50
16/08/2022	Tax Effect Of Income	0.00	0.00	65.20	317.70
26/08/2022	Tax Effect Of Income	0.00	0.00	15.00	332.70
30/08/2022	Tax Effect Of Income	0.00	0.00	71.03	403.73
09/09/2022	Tax Effect Of Income	0.00	0.00	15.00	418.73
13/09/2022	Tax Effect Of Income	0.00	0.00	85.69	504.42
23/09/2022	Tax Effect Of Income	0.00	0.00	15.00	519.42
28/09/2022	Tax Effect Of Income	0.00	0.00	67.14	586.56

Date	Description	Quantity	Debits	Credits	Balance
07/10/2022	Tax Effect Of Income	0.00	0.00	15.00	601.56
11/10/2022	Tax Effect Of Income	0.00	0.00	67.14	668.70
21/10/2022	Tax Effect Of Income	0.00	0.00	30.00	698.70
25/10/2022	Tax Effect Of Income	0.00	0.00	67.14	765.84
08/11/2022	Tax Effect Of Income	0.00	0.00	67.14	832.98
17/11/2022	Tax Effect Of Income	0.00	0.00	60.00	892.98
22/11/2022	Tax Effect Of Income	0.00	0.00	67.14	960.12
25/11/2022	Tax Effect Of Income	0.00	12.50	0.00	947.62
02/12/2022	Tax Effect Of Income	0.00	0.00	30.00	977.62
06/12/2022	Tax Effect Of Income	0.00	0.00	67.14	1,044.76
16/12/2022	Tax Effect Of Income	0.00	0.00	30.00	1,074.76
20/12/2022	Tax Effect Of Income	0.00	0.00	84.67	1,159.43
29/12/2022	Tax Effect Of Income	0.00	12.50	0.00	1,146.93
30/12/2022	Tax Effect Of Income	0.00	0.00	30.00	1,176.93
04/01/2023	Tax Effect Of Income	0.00	0.00	67.14	1,244.07
13/01/2023	Tax Effect Of Income	0.00	0.00	30.00	1,274.07
17/01/2023	Tax Effect Of Income	0.00	0.00	68.72	1,342.79
24/01/2023	Tax Effect Of Income	0.00	12.50	0.00	1,330.29
31/01/2023	Tax Effect Of Income	0.00	0.00	30.00	1,360.29
01/02/2023	Tax Effect Of Income	0.00	0.00	68.72	1,429.01

Date	Description	Quantity	Debits	Credits	Balance
10/02/2023	Tax Effect Of Income	0.00	0.00	30.00	1,459.01
14/02/2023	Tax Effect Of Income	0.00	0.00	68.72	1,527.73
24/02/2023	Tax Effect Of Income	0.00	0.00	30.00	1,557.73
24/02/2023	Tax Effect Of Income	0.00	12.50	0.00	1,545.23
28/02/2023	Tax Effect Of Income	0.00	0.00	68.72	1,613.95
10/03/2023	Tax Effect Of Income	0.00	0.00	30.00	1,643.95
14/03/2023	Tax Effect Of Income	0.00	0.00	68.72	1,712.67
24/03/2023	Tax Effect Of Income	0.00	0.00	30.00	1,742.67
24/03/2023	Tax Effect Of Income	0.00	12.50	0.00	1,730.17
28/03/2023	Tax Effect Of Income	0.00	0.00	68.72	1,798.89
11/04/2023	Tax Effect Of Income	0.00	0.00	30.00	1,828.89
13/04/2023	Tax Effect Of Income	0.00	0.00	68.72	1,897.61
21/04/2023	Tax Effect Of Income	0.00	0.00	30.00	1,927.61
24/04/2023	Tax Effect Of Income	0.00	12.50	0.00	1,915.11
26/04/2023	Tax Effect Of Income	0.00	0.00	68.72	1,983.83
05/05/2023	Tax Effect Of Income	0.00	0.00	30.00	2,013.83
09/05/2023	Tax Effect Of Income	0.00	0.00	68.72	2,082.55
19/05/2023	Tax Effect Of Income	0.00	0.00	30.00	2,112.55
23/05/2023	Tax Effect Of Income	0.00	0.00	68.72	2,181.27
24/05/2023	Tax Effect Of Income	0.00	12.50	0.00	2,168.77

Date	Description	Quantity	Debits	Credits	Balance
02/06/2023	Tax Effect Of Income	0.00	0.00	30.00	2,198.77
06/06/2023	Tax Effect Of Income	0.00	0.00	68.72	2,267.49
16/06/2023	Tax Effect Of Income	0.00	0.00	30.00	2,297.49
20/06/2023	Tax Effect Of Income	0.00	0.00	68.72	2,366.21
26/06/2023	Tax Effect Of Income	0.00	12.50	0.00	2,353.71
30/06/2023	Tax Effect Of Income	0.00	0.00	30.00	2,383.71
30/06/2023	Tax Effect Of Income	0.00	314.46	0.00	2,069.25
30/06/2023	Closing Balance	0.00	0.00	0.00	2,069.25
Income Tax Payable / Income Tax Instalments Paid					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/09/2022	Sep22 PAYGI	0.00	156.00	0.00	156.00
31/12/2022	Dec22 PAYGI	0.00	156.00	0.00	312.00
31/03/2023	Mar23 PAYGI	0.00	156.00	0.00	468.00
30/06/2023	Closing Balance	0.00	0.00	0.00	468.00
Other Taxes Payable / Activity Statement Payable/Refundable					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/09/2022	Sep22 PAYGI	0.00	0.00	156.00	156.00
14/11/2022	Sep22 PAYGI	0.00	156.00	0.00	0.00
31/12/2022	Dec22 PAYGI	0.00	0.00	156.00	156.00
20/03/2023	Dec22 PAYGI	0.00	156.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
31/03/2023	Mar23 PAYGI	0.00	0.00	156.00	156.00
26/06/2023	Mar23 PAYGI	0.00	156.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Fund Suspense / NAB Business Everyday Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	001782913000954240 Smartsalary 231704	0.00	0.00	100.00	100.00
01/07/2022	001782913000954240 Smartsalary 231704	0.00	100.00	0.00	0.00
05/07/2022	PC290622-193350839 Superchoice P/L 481471	0.00	0.00	413.98	413.98
05/07/2022	PC290622-193350839 Superchoice P/L 481471	0.00	413.98	0.00	0.00
15/07/2022	001799544000954240 Smartsalary 231704	0.00	0.00	100.00	100.00
15/07/2022	001799544000954240 Smartsalary 231704	0.00	100.00	0.00	0.00
18/07/2022	Internet Bpay Tax Office Payments 4316642722657860	0.00	0.00	153.00	153.00
18/07/2022	Internet Bpay Tax Office Payments 4316642722657860	0.00	153.00	0.00	0.00
19/07/2022	PC130722-179060819 Superchoice P/L 481471	0.00	0.00	434.67	434.67
19/07/2022	PC130722-179060819 Superchoice P/L 481471	0.00	434.67	0.00	0.00
29/07/2022	001815458000954240 Smartsalary 231704	0.00	0.00	100.00	100.00
29/07/2022	001815458000954240 Smartsalary 231704	0.00	100.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
02/08/2022	PC270722-194454062 Superchoice P/L 481471	0.00	0.00	434.67	434.67
02/08/2022	PC270722-194454062 Superchoice P/L 481471	0.00	434.67	0.00	0.00
12/08/2022	001831822000954240 Smartsalary 231704	0.00	0.00	100.00	100.00
12/08/2022	001831822000954240 Smartsalary 231704	0.00	100.00	0.00	0.00
16/08/2022	PC100822-174414790 Superchoice P/L 481471	0.00	0.00	434.67	434.67
16/08/2022	PC100822-174414790 Superchoice P/L 481471	0.00	434.67	0.00	0.00
26/08/2022	001848168000954240 Smartsalary 231704	0.00	0.00	100.00	100.00
26/08/2022	001848168000954240 Smartsalary 231704	0.00	100.00	0.00	0.00
30/08/2022	PC240822-176267001 Superchoice P/L 481471	0.00	0.00	473.52	473.52
30/08/2022	PC240822-176267001 Superchoice P/L 481471	0.00	473.52	0.00	0.00
09/09/2022	001865832000954240 Smartsalary 231704	0.00	0.00	100.00	100.00
09/09/2022	001865832000954240 Smartsalary 231704	0.00	100.00	0.00	0.00
13/09/2022	PC070922-177811115 Superchoice P/L 481471	0.00	0.00	571.28	571.28
13/09/2022	PC070922-177811115 Superchoice P/L 481471	0.00	571.28	0.00	0.00
23/09/2022	001881485000954240 Smartsalary 231704	0.00	0.00	100.00	100.00
23/09/2022	001881485000954240 Smartsalary 231704	0.00	100.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
28/09/2022	PC210922-157206656 Superchoice P/L 481471	0.00	0.00	447.62	447.62
28/09/2022	PC210922-157206656 Superchoice P/L 481471	0.00	447.62	0.00	0.00
07/10/2022	001898839000954240 Smartsalary 231704	0.00	0.00	100.00	100.00
07/10/2022	001898839000954240 Smartsalary 231704	0.00	100.00	0.00	0.00
11/10/2022	PC051022-135792907 Superchoice P/L 481471	0.00	0.00	447.62	447.62
11/10/2022	PC051022-135792907 Superchoice P/L 481471	0.00	447.62	0.00	0.00
21/10/2022	001915091000954240 Smartsalary 231704	0.00	0.00	200.00	200.00
21/10/2022	001915091000954240 Smartsalary 231704	0.00	200.00	0.00	0.00
25/10/2022	Online G0894901451 Linked Acc Trns Di Gregori L	0.00	0.00	227,000.00	227,000.00
25/10/2022	Online G0894901451 Linked Acc Trns Di Gregori L	0.00	227,000.00	0.00	0.00
25/10/2022	PC191022-197636498 Superchoice P/L 481471	0.00	0.00	447.62	447.62
25/10/2022	PC191022-197636498 Superchoice P/L 481471	0.00	447.62	0.00	0.00
08/11/2022	PC021122-106860929 Superchoice P/L 481471	0.00	0.00	447.62	447.62
08/11/2022	PC021122-106860929 Superchoice P/L 481471	0.00	447.62	0.00	0.00
14/11/2022	Internet Bpay Tax Office Payments 004316642722657860	0.00	0.00	156.00	156.00

Date	Description	Quantity	Debits	Credits	Balance
14/11/2022	Internet Bpay Tax Office Payments 004316642722657860	0.00	156.00	0.00	0.00
17/11/2022	MAXXIA221117000207 2852 633104	0.00	0.00	400.00	400.00
17/11/2022	MAXXIA221117000207 2852 633104	0.00	400.00	0.00	0.00
22/11/2022	PC161122-192352747 Superchoice P/L 481471	0.00	0.00	447.62	447.62
22/11/2022	PC161122-192352747 Superchoice P/L 481471	0.00	447.62	0.00	0.00
25/11/2022	7054189-C5228207 Tal Life Limited 245397	0.00	0.00	83.36	83.36
25/11/2022	7054189-C5228207 Tal Life Limited 245397	0.00	83.36	0.00	0.00
02/12/2022	MAXXIA221202001793 3319 633104	0.00	0.00	200.00	200.00
02/12/2022	MAXXIA221202001793 3319 633104	0.00	200.00	0.00	0.00
06/12/2022	PC301122-102776394 Superchoice P/L 481471	0.00	0.00	447.62	447.62
06/12/2022	PC301122-102776394 Superchoice P/L 481471	0.00	447.62	0.00	0.00
12/12/2022	Internet Bpay Asic 2296460936562	0.00	0.00	59.00	59.00
12/12/2022	Internet Bpay Asic 2296460936562	0.00	59.00	0.00	0.00
15/12/2022	Pgp Consulting Q5492558474 Invoice 6350	0.00	0.00	264.00	264.00
15/12/2022	Pgp Consulting Q5492558474 Invoice 6350	0.00	264.00	0.00	0.00
16/12/2022	MAXXIA221216001174 5342 633104	0.00	0.00	200.00	200.00
16/12/2022	MAXXIA221216001174 5342 633104	0.00	200.00	0.00	0.00
16/12/2022	To 709646474	0.00	0.00	220,000.00	220,000.00

Date	Description	Quantity	Debits	Credits	Balance
16/12/2022	To 709646474	0.00	220,000.00	0.00	0.00
20/12/2022	PC141222-192708957 Superchoice P/L 481471	0.00	0.00	564.45	564.45
20/12/2022	PC141222-192708957 Superchoice P/L 481471	0.00	564.45	0.00	0.00
29/12/2022	7054189-C5898367 Tal Life Limited 245397	0.00	0.00	83.36	83.36
29/12/2022	7054189-C5898367 Tal Life Limited 245397	0.00	83.36	0.00	0.00
30/12/2022	MAXXIA221230001646 6470 633104	0.00	0.00	200.00	200.00
30/12/2022	MAXXIA221230001646 6470 633104	0.00	200.00	0.00	0.00
04/01/2023	PC281222-194130893 Superchoice P/L 481471	0.00	0.00	447.62	447.62
04/01/2023	PC281222-194130893 Superchoice P/L 481471	0.00	447.62	0.00	0.00
13/01/2023	MAXXIA230113000998 8562 633104	0.00	0.00	200.00	200.00
13/01/2023	MAXXIA230113000998 8562 633104	0.00	200.00	0.00	0.00
17/01/2023	PC110123-195574282 Superchoice P/L 481471	0.00	0.00	458.14	458.14
17/01/2023	PC110123-195574282 Superchoice P/L 481471	0.00	458.14	0.00	0.00
24/01/2023	7054189-C6381442 Tal Life Limited 245397	0.00	0.00	83.36	83.36
24/01/2023	7054189-C6381442 Tal Life Limited 245397	0.00	83.36	0.00	0.00
31/01/2023	MAXXIA230131000959 9915 633104	0.00	0.00	200.00	200.00
31/01/2023	MAXXIA230131000959 9915 633104	0.00	200.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
01/02/2023	PC250123-199788518 Superchoice P/L 481471	0.00	0.00	458.14	458.14
01/02/2023	PC250123-199788518 Superchoice P/L 481471	0.00	458.14	0.00	0.00
10/02/2023	MAXXIA230210000757 11791 633104	0.00	0.00	200.00	200.00
10/02/2023	MAXXIA230210000757 11791 633104	0.00	200.00	0.00	0.00
14/02/2023	PC080223-165433118 Superchoice P/L 481471	0.00	0.00	458.14	458.14
14/02/2023	PC080223-165433118 Superchoice P/L 481471	0.00	458.14	0.00	0.00
24/02/2023	7054189-C6991511 Tal Life Limited 245397	0.00	0.00	83.36	83.36
24/02/2023	7054189-C6991511 Tal Life Limited 245397	0.00	83.36	0.00	0.00
24/02/2023	MAXXIA230224000631 13379 633104	0.00	0.00	200.00	200.00
24/02/2023	MAXXIA230224000631 13379 633104	0.00	200.00	0.00	0.00
28/02/2023	PC220223-116247035 Superchoice P/L 481471	0.00	0.00	458.14	458.14
28/02/2023	PC220223-116247035 Superchoice P/L 481471	0.00	458.14	0.00	0.00
10/03/2023	MAXXIA230310001604 13920 633104	0.00	0.00	200.00	200.00
10/03/2023	MAXXIA230310001604 13920 633104	0.00	200.00	0.00	0.00
14/03/2023	Internet Bpay Think Tank Group P/L 2152353	0.00	0.00	1,320.00	1,320.00
14/03/2023	Internet Bpay Think Tank Group P/L 2152353	0.00	1,320.00	0.00	0.00
14/03/2023	PC080323-154506463 Superchoice P/L 481471	0.00	0.00	458.14	458.14

Date	Description	Quantity	Debits	Credits	Balance
14/03/2023	PC080323-154506463 Superchoice P/L 481471	0.00	458.14	0.00	0.00
16/03/2023	Principal Matured From A/C 70-964-6474	0.00	0.00	220,000.00	220,000.00
16/03/2023	Principal Matured From A/C 70-964-6474	0.00	220,000.00	0.00	0.00
16/03/2023	Re Appleby Sales T X8174554850 70Great	0.00	0.00	50,500.00	50,500.00
16/03/2023	Re Appleby Sales T X8174554850 70Great	0.00	50,500.00	0.00	0.00
16/03/2023	T/D Interest From A/C 70-964-6474	0.00	0.00	1,573.16	1,573.16
16/03/2023	T/D Interest From A/C 70-964-6474	0.00	1,573.16	0.00	0.00
20/03/2023	Internet Bpay Tax Office Payments 4316642722657860	0.00	0.00	156.00	156.00
20/03/2023	Internet Bpay Tax Office Payments 4316642722657860	0.00	156.00	0.00	0.00
22/03/2023	Online V3474007304 Identity check D L Di Greg	0.00	0.00	98.00	98.00
22/03/2023	Online V3474007304 Identity check D L Di Greg	0.00	98.00	0.00	0.00
24/03/2023	7054189-C7543479 Tal Life Limited 245397	0.00	0.00	83.36	83.36
24/03/2023	7054189-C7543479 Tal Life Limited 245397	0.00	83.36	0.00	0.00
24/03/2023	MAXXIA230324001194 15827 633104	0.00	0.00	200.00	200.00
24/03/2023	MAXXIA230324001194 15827 633104	0.00	200.00	0.00	0.00
28/03/2023	100000003367956902 Rest 089636	0.00	0.00	18,143.81	18,143.81
28/03/2023	100000003367956902 Rest 089636	0.00	18,143.81	0.00	0.00
28/03/2023	PC220323-156097860 Superchoice P/L 481471	0.00	0.00	458.14	458.14

Date	Description	Quantity	Debits	Credits	Balance
28/03/2023	PC220323-156097860 Superchoice P/L 481471	0.00	458.14	0.00	0.00
03/04/2023	Internet Bpay Think Tank Group P/L 2152353	0.00	0.00	1,473.45	1,473.45
03/04/2023	Internet Bpay Think Tank Group P/L 2152353	0.00	1,473.45	0.00	0.00
11/04/2023	MAXXIA230411000633 18092 633104	0.00	0.00	200.00	200.00
11/04/2023	MAXXIA230411000633 18092 633104	0.00	200.00	0.00	0.00
13/04/2023	PC050423-158744040 Superchoice P/L 481471	0.00	0.00	458.14	458.14
13/04/2023	PC050423-158744040 Superchoice P/L 481471	0.00	458.14	0.00	0.00
21/04/2023	MAXXIA230421000915 19169 633104	0.00	0.00	200.00	200.00
21/04/2023	MAXXIA230421000915 19169 633104	0.00	200.00	0.00	0.00
24/04/2023	7054189-C8097480 Tal Life Limited 245397	0.00	0.00	83.36	83.36
24/04/2023	7054189-C8097480 Tal Life Limited 245397	0.00	83.36	0.00	0.00
26/04/2023	577446 RACV Commercial 186924	0.00	0.00	168.90	168.90
26/04/2023	577446 RACV Commercial 186924	0.00	168.90	0.00	0.00
26/04/2023	PC190423-160968855 Superchoice P/L 481471	0.00	0.00	458.14	458.14
26/04/2023	PC190423-160968855 Superchoice P/L 481471	0.00	458.14	0.00	0.00
01/05/2023	Pgp Consulting C4656180377 Invoice 7296	0.00	0.00	550.00	550.00
01/05/2023	Pgp Consulting C4656180377 Invoice 7296	0.00	0.00	2,255.00	2,805.00
01/05/2023	Pgp Consulting C4656180377 Invoice 7296	0.00	2,805.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
02/05/2023	Internet Bpay Tax Office Payments 002005356816982521	0.00	0.00	1,648.15	1,648.15
02/05/2023	Internet Bpay Tax Office Payments 002005356816982521	0.00	1,648.15	0.00	0.00
05/05/2023	MAXXIA230505001043 20568 633104	0.00	0.00	200.00	200.00
05/05/2023	MAXXIA230505001043 20568 633104	0.00	200.00	0.00	0.00
09/05/2023	PC030523-193952248 Superchoice P/L 481471	0.00	0.00	458.14	458.14
09/05/2023	PC030523-193952248 Superchoice P/L 481471	0.00	458.14	0.00	0.00
19/05/2023	MAXXIA230519000969 22193 633104	0.00	0.00	200.00	200.00
19/05/2023	MAXXIA230519000969 22193 633104	0.00	200.00	0.00	0.00
23/05/2023	PC170523-119995373 Superchoice P/L 481471	0.00	0.00	458.14	458.14
23/05/2023	PC170523-119995373 Superchoice P/L 481471	0.00	458.14	0.00	0.00
24/05/2023	7054189-C8672583 Tal Life Limited 245397	0.00	0.00	83.36	83.36
24/05/2023	7054189-C8672583 Tal Life Limited 245397	0.00	83.36	0.00	0.00
26/05/2023	591900 RACV Commercial 186924	0.00	0.00	168.89	168.89
26/05/2023	591900 RACV Commercial 186924	0.00	168.89	0.00	0.00
02/06/2023	MAXXIA230602001158 23532 633104	0.00	0.00	200.00	200.00
02/06/2023	MAXXIA230602001158 23532 633104	0.00	200.00	0.00	0.00
06/06/2023	Online B8251574183 Linked Acc Trns Di Gregori I	0.00	0.00	2,000.00	2,000.00

Date	Description	Quantity	Debits	Credits	Balance
06/06/2023	Online B8251574183 Linked Acc Trns Di Gregori I	0.00	2,000.00	0.00	0.00
06/06/2023	PC310523-151243562 Superchoice P/L 481471	0.00	0.00	458.14	458.14
06/06/2023	PC310523-151243562 Superchoice P/L 481471	0.00	458.14	0.00	0.00
07/06/2023	Withdrawal	0.00	0.00	206,587.63	206,587.63
07/06/2023	Withdrawal	0.00	206,587.63	0.00	0.00
16/06/2023	MAXXIA230616001302 24919 633104	0.00	0.00	200.00	200.00
16/06/2023	MAXXIA230616001302 24919 633104	0.00	200.00	0.00	0.00
20/06/2023	PC140623-126023381 Superchoice P/L 481471	0.00	0.00	458.14	458.14
20/06/2023	PC140623-126023381 Superchoice P/L 481471	0.00	458.14	0.00	0.00
26/06/2023	606352 RACV Commercial 186924	0.00	0.00	168.89	168.89
26/06/2023	606352 RACV Commercial 186924	0.00	168.89	0.00	0.00
26/06/2023	7054189-C9294855 Tal Life Limited 245397	0.00	0.00	83.36	83.36
26/06/2023	7054189-C9294855 Tal Life Limited 245397	0.00	83.36	0.00	0.00
26/06/2023	Internet Bpay Tax Office Payments 004316642722657860	0.00	0.00	156.00	156.00
26/06/2023	Internet Bpay Tax Office Payments 004316642722657860	0.00	156.00	0.00	0.00
28/06/2023	DIGR0461 RE Appleby Pty 046286	0.00	0.00	2,026.69	2,026.69
28/06/2023	DIGR0461 RE Appleby Pty 046286	0.00	2,026.69	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	MAXXIA230630001407 26368 633104	0.00	0.00	200.00	200.00
30/06/2023	MAXXIA230630001407 26368 633104	0.00	200.00	0.00	0.00
30/06/2023	Online A1845772246 Linked Acc Trns Di Gregori I	0.00	0.00	711.00	711.00
30/06/2023	Online A1845772246 Linked Acc Trns Di Gregori I	0.00	711.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Member Entitlement Accounts / Dina Georges / Accumulation					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
28/03/2023	100000003367956902 Rest 089636	0.00	0.00	18,143.81	18,143.81
30/06/2023	Income Taxes Allocated	0.00	0.00	6.21	18,150.02
30/06/2023	Investment Profit or Loss	0.00	637.91	0.00	17,512.11
30/06/2023	Closing Balance	0.00	0.00	0.00	17,512.11
Member Entitlement Accounts / Luciano Gregorio / Accumulation					
01/07/2022	Opening Balance	0.00	0.00	0.00	227,229.10
01/07/2022	001782913000954240 Smartsalary 231704	0.00	0.00	100.00	227,329.10
01/07/2022	Contribution Tax Withheld	0.00	15.00	0.00	227,314.10
05/07/2022	Contribution Tax Withheld	0.00	62.10	0.00	227,252.00
05/07/2022	PC290622-193350839 Superchoice P/L 481471	0.00	0.00	413.98	227,665.98
15/07/2022	001799544000954240 Smartsalary 231704	0.00	0.00	100.00	227,765.98
15/07/2022	Contribution Tax Withheld	0.00	15.00	0.00	227,750.98

Date	Description	Quantity	Debits	Credits	Balance
19/07/2022	Contribution Tax Withheld	0.00	65.20	0.00	227,685.78
19/07/2022	PC130722-179060819 Superchoice P/L 481471	0.00	0.00	434.67	228,120.45
29/07/2022	001815458000954240 Smartsalary 231704	0.00	0.00	100.00	228,220.45
29/07/2022	Contribution Tax Withheld	0.00	15.00	0.00	228,205.45
02/08/2022	Contribution Tax Withheld	0.00	65.20	0.00	228,140.25
02/08/2022	PC270722-194454062 Superchoice P/L 481471	0.00	0.00	434.67	228,574.92
12/08/2022	001831822000954240 Smartsalary 231704	0.00	0.00	100.00	228,674.92
12/08/2022	Contribution Tax Withheld	0.00	15.00	0.00	228,659.92
16/08/2022	Contribution Tax Withheld	0.00	65.20	0.00	228,594.72
16/08/2022	PC100822-174414790 Superchoice P/L 481471	0.00	0.00	434.67	229,029.39
26/08/2022	001848168000954240 Smartsalary 231704	0.00	0.00	100.00	229,129.39
26/08/2022	Contribution Tax Withheld	0.00	15.00	0.00	229,114.39
30/08/2022	Contribution Tax Withheld	0.00	71.03	0.00	229,043.36
30/08/2022	PC240822-176267001 Superchoice P/L 481471	0.00	0.00	473.52	229,516.88
09/09/2022	001865832000954240 Smartsalary 231704	0.00	0.00	100.00	229,616.88
09/09/2022	Contribution Tax Withheld	0.00	15.00	0.00	229,601.88
13/09/2022	Contribution Tax Withheld	0.00	85.69	0.00	229,516.19
13/09/2022	PC070922-177811115 Superchoice P/L 481471	0.00	0.00	571.28	230,087.47

Date	Description	Quantity	Debits	Credits	Balance
23/09/2022	001881485000954240 Smartsalary 231704	0.00	0.00	100.00	230,187.47
23/09/2022	Contribution Tax Withheld	0.00	15.00	0.00	230,172.47
28/09/2022	Contribution Tax Withheld	0.00	67.14	0.00	230,105.33
28/09/2022	PC210922-157206656 Superchoice P/L 481471	0.00	0.00	447.62	230,552.95
07/10/2022	001898839000954240 Smartsalary 231704	0.00	0.00	100.00	230,652.95
07/10/2022	Contribution Tax Withheld	0.00	15.00	0.00	230,637.95
11/10/2022	Contribution Tax Withheld	0.00	67.14	0.00	230,570.81
11/10/2022	PC051022-135792907 Superchoice P/L 481471	0.00	0.00	447.62	231,018.43
21/10/2022	001915091000954240 Smartsalary 231704	0.00	0.00	200.00	231,218.43
21/10/2022	Contribution Tax Withheld	0.00	30.00	0.00	231,188.43
25/10/2022	Contribution Tax Withheld	0.00	67.14	0.00	231,121.29
25/10/2022	PC191022-197636498 Superchoice P/L 481471	0.00	0.00	447.62	231,568.91
08/11/2022	Contribution Tax Withheld	0.00	67.14	0.00	231,501.77
08/11/2022	PC021122-106860929 Superchoice P/L 481471	0.00	0.00	447.62	231,949.39
17/11/2022	Contribution Tax Withheld	0.00	60.00	0.00	231,889.39
17/11/2022	MAXXIA221117000207 2852 633104	0.00	0.00	400.00	232,289.39
22/11/2022	Contribution Tax Withheld	0.00	67.14	0.00	232,222.25
22/11/2022	PC161122-192352747 Superchoice P/L 481471	0.00	0.00	447.62	232,669.87

Date	Description	Quantity	Debits	Credits	Balance
25/11/2022	7054189-C5228207 Tal Life Limited 245397	0.00	83.36	0.00	232,586.51
25/11/2022	Tax Effect of Direct Member Expenses	0.00	0.00	12.50	232,599.01
02/12/2022	Contribution Tax Withheld	0.00	30.00	0.00	232,569.01
02/12/2022	MAXXIA221202001793 3319 633104	0.00	0.00	200.00	232,769.01
06/12/2022	Contribution Tax Withheld	0.00	67.14	0.00	232,701.87
06/12/2022	PC301122-102776394 Superchoice P/L 481471	0.00	0.00	447.62	233,149.49
16/12/2022	Contribution Tax Withheld	0.00	30.00	0.00	233,119.49
16/12/2022	MAXXIA221216001174 5342 633104	0.00	0.00	200.00	233,319.49
20/12/2022	Contribution Tax Withheld	0.00	84.67	0.00	233,234.82
20/12/2022	PC141222-192708957 Superchoice P/L 481471	0.00	0.00	564.45	233,799.27
29/12/2022	7054189-C5898367 Tal Life Limited 245397	0.00	83.36	0.00	233,715.91
29/12/2022	Tax Effect of Direct Member Expenses	0.00	0.00	12.50	233,728.41
30/12/2022	Contribution Tax Withheld	0.00	30.00	0.00	233,698.41
30/12/2022	MAXXIA221230001646 6470 633104	0.00	0.00	200.00	233,898.41
04/01/2023	Contribution Tax Withheld	0.00	67.14	0.00	233,831.27
04/01/2023	PC281222-194130893 Superchoice P/L 481471	0.00	0.00	447.62	234,278.89
13/01/2023	Contribution Tax Withheld	0.00	30.00	0.00	234,248.89
13/01/2023	MAXXIA230113000998 8562 633104	0.00	0.00	200.00	234,448.89
17/01/2023	Contribution Tax Withheld	0.00	68.72	0.00	234,380.17

Date	Description	Quantity	Debits	Credits	Balance
17/01/2023	PC110123-195574282 Superchoice P/L 481471	0.00	0.00	458.14	234,838.31
24/01/2023	7054189-C6381442 Tal Life Limited 245397	0.00	83.36	0.00	234,754.95
24/01/2023	Tax Effect of Direct Member Expenses	0.00	0.00	12.50	234,767.45
31/01/2023	Contribution Tax Withheld	0.00	30.00	0.00	234,737.45
31/01/2023	MAXXIA230131000959 9915 633104	0.00	0.00	200.00	234,937.45
01/02/2023	Contribution Tax Withheld	0.00	68.72	0.00	234,868.73
01/02/2023	PC250123-199788518 Superchoice P/L 481471	0.00	0.00	458.14	235,326.87
10/02/2023	Contribution Tax Withheld	0.00	30.00	0.00	235,296.87
10/02/2023	MAXXIA230210000757 11791 633104	0.00	0.00	200.00	235,496.87
14/02/2023	Contribution Tax Withheld	0.00	68.72	0.00	235,428.15
14/02/2023	PC080223-165433118 Superchoice P/L 481471	0.00	0.00	458.14	235,886.29
24/02/2023	7054189-C6991511 Tal Life Limited 245397	0.00	83.36	0.00	235,802.93
24/02/2023	Contribution Tax Withheld	0.00	30.00	0.00	235,772.93
24/02/2023	MAXXIA230224000631 13379 633104	0.00	0.00	200.00	235,972.93
24/02/2023	Tax Effect of Direct Member Expenses	0.00	0.00	12.50	235,985.43
28/02/2023	Contribution Tax Withheld	0.00	68.72	0.00	235,916.71
28/02/2023	PC220223-116247035 Superchoice P/L 481471	0.00	0.00	458.14	236,374.85
10/03/2023	Contribution Tax Withheld	0.00	30.00	0.00	236,344.85

Date	Description	Quantity	Debits	Credits	Balance
10/03/2023	MAXXIA230310001604 13920 633104	0.00	0.00	200.00	236,544.85
14/03/2023	Contribution Tax Withheld	0.00	68.72	0.00	236,476.13
14/03/2023	PC080323-154506463 Superchoice P/L 481471	0.00	0.00	458.14	236,934.27
24/03/2023	7054189-C7543479 Tal Life Limited 245397	0.00	83.36	0.00	236,850.91
24/03/2023	Contribution Tax Withheld	0.00	30.00	0.00	236,820.91
24/03/2023	MAXXIA230324001194 15827 633104	0.00	0.00	200.00	237,020.91
24/03/2023	Tax Effect of Direct Member Expenses	0.00	0.00	12.50	237,033.41
28/03/2023	Contribution Tax Withheld	0.00	68.72	0.00	236,964.69
28/03/2023	PC220323-156097860 Superchoice P/L 481471	0.00	0.00	458.14	237,422.83
11/04/2023	Contribution Tax Withheld	0.00	30.00	0.00	237,392.83
11/04/2023	MAXXIA230411000633 18092 633104	0.00	0.00	200.00	237,592.83
13/04/2023	Contribution Tax Withheld	0.00	68.72	0.00	237,524.11
13/04/2023	PC050423-158744040 Superchoice P/L 481471	0.00	0.00	458.14	237,982.25
21/04/2023	Contribution Tax Withheld	0.00	30.00	0.00	237,952.25
21/04/2023	MAXXIA230421000915 19169 633104	0.00	0.00	200.00	238,152.25
24/04/2023	7054189-C8097480 Tal Life Limited 245397	0.00	83.36	0.00	238,068.89
24/04/2023	Tax Effect of Direct Member Expenses	0.00	0.00	12.50	238,081.39
26/04/2023	Contribution Tax Withheld	0.00	68.72	0.00	238,012.67

Date	Description	Quantity	Debits	Credits	Balance
26/04/2023	PC190423-160968855 Superchoice P/L 481471	0.00	0.00	458.14	238,470.81
05/05/2023	Contribution Tax Withheld	0.00	30.00	0.00	238,440.81
05/05/2023	MAXXIA230505001043 20568 633104	0.00	0.00	200.00	238,640.81
09/05/2023	Contribution Tax Withheld	0.00	68.72	0.00	238,572.09
09/05/2023	PC030523-193952248 Superchoice P/L 481471	0.00	0.00	458.14	239,030.23
19/05/2023	Contribution Tax Withheld	0.00	30.00	0.00	239,000.23
19/05/2023	MAXXIA230519000969 22193 633104	0.00	0.00	200.00	239,200.23
23/05/2023	Contribution Tax Withheld	0.00	68.72	0.00	239,131.51
23/05/2023	PC170523-119995373 Superchoice P/L 481471	0.00	0.00	458.14	239,589.65
24/05/2023	7054189-C8672583 Tal Life Limited 245397	0.00	83.36	0.00	239,506.29
24/05/2023	Tax Effect of Direct Member Expenses	0.00	0.00	12.50	239,518.79
02/06/2023	Contribution Tax Withheld	0.00	30.00	0.00	239,488.79
02/06/2023	MAXXIA230602001158 23532 633104	0.00	0.00	200.00	239,688.79
06/06/2023	Contribution Tax Withheld	0.00	68.72	0.00	239,620.07
06/06/2023	Online B8251574183 Linked Acc Trns Di Gregori I	0.00	0.00	2,000.00	241,620.07
06/06/2023	PC310523-151243562 Superchoice P/L 481471	0.00	0.00	458.14	242,078.21
16/06/2023	Contribution Tax Withheld	0.00	30.00	0.00	242,048.21
16/06/2023	MAXXIA230616001302 24919 633104	0.00	0.00	200.00	242,248.21

Date	Description	Quantity	Debits	Credits	Balance
20/06/2023	Contribution Tax Withheld	0.00	68.72	0.00	242,179.49
20/06/2023	PC140623-126023381 Superchoice P/L 481471	0.00	0.00	458.14	242,637.63
26/06/2023	7054189-C9294855 Tal Life Limited 245397	0.00	83.36	0.00	242,554.27
26/06/2023	Tax Effect of Direct Member Expenses	0.00	0.00	12.50	242,566.77
30/06/2023	Contribution Tax	0.00	0.03	0.00	242,566.74
30/06/2023	Contribution Tax Withheld	0.00	30.00	0.00	242,536.74
30/06/2023	Income Taxes Allocated	0.00	0.00	308.25	242,844.99
30/06/2023	Investment Profit or Loss	0.00	31,616.34	0.00	211,228.65
30/06/2023	MAXXIA230630001407 26368 633104	0.00	0.00	200.00	211,428.65
30/06/2023	Online A1845772246 Linked Acc Trns Di Gregori I	0.00	0.00	711.00	212,139.65
30/06/2023	Tax Effect of Direct Member Expenses	0.00	0.00	0.03	212,139.68
30/06/2023	Closing Balance	0.00	0.00	0.00	212,139.68

Permanent Documents

<u>ATO Trustees Declaration Luciano Di Gregorio 2021 SIGNED - DG SF (1).pdf</u>
<u>Constitution 15.03.2023 - Di Gregorio Investments Pty Ltd_signed.pdf</u>
<u>Bare Trust Deed STAMPED & CERTIFIED 15.03.2023 - Great Ryrie Street Property Trust_signed_1.pdf</u>
<u>CERTIFIED SMSF Trust Deed - DG Super Fund_signed.pdf</u>
<u>Investment Strategy 2022 SIGNED - DG Super Fund.pdf</u>
<u>ATO Trustees Declaration Dina Georges 2021 SIGNED - DG SF.pdf</u>
<u>DI Gregoria Investments Pty Ltd_ASIC Extract.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)**

DG 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 083004

Fund account number 401175426

Fund account name

Di Gregorio Investments Pty Ltd ATF DG Super Fund

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

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

BSB number

Account number

Account name

C Electronic service address alias

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

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** \$ -00 Net foreign income **D** \$ -00 Loss

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 Loss

*Unfranked dividend amount **J** \$ -00

*Franked dividend amount **K** \$ -00

*Dividend franking credit **L** \$ -00

*Gross trust distributions **M** \$ -00 Code

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

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 Code

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

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

#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 **W** \$ -00 Loss
(Sum of labels A to U)

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

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

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="0"/> -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="666"/> -00	F2 \$ <input type="text" value="0"/> -00	
SMSF auditor fee	H1 \$ <input type="text" value="550"/> -00	H2 \$ <input type="text" value="0"/> -00	
Investment expenses	I1 \$ <input type="text" value="3095"/> -00	I2 \$ <input type="text" value="0"/> -00	
Management and administration expenses	J1 \$ <input type="text" value="2578"/> -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="357"/> -00	L2 \$ <input type="text" value="0"/> -00	Code <input type="text" value="0"/>
Tax losses deducted	M1 \$ <input type="text" value="0"/> -00		Code <input type="text" value=""/>

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="13795"/>	-00
<i>(an amount must be included even if it is zero)</i>				
#Tax on taxable income	T1	\$	<input type="text" value="2069.25"/>	
<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" value="0"/>
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 \$	<input type="text" value="468"/>
Supervisory levy	
L \$	<input type="text" value="259"/>
Supervisory levy adjustment for wound up funds	
M \$	<input type="text"/>
Supervisory levy adjustment for new funds	
N \$	<input type="text"/>

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="1860.25"/>
<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

Gregorio

First given name

Luciano

Other given names

Di

Member's TFN

See the Privacy note in the Declaration. *****

Day Month Year

Date of birth **26/04/1975**

Contributions

OPENING ACCOUNT BALANCE \$ **227229.10**

! Refer to instructions for completing these labels.

Employer contributions

A \$ **16558.26**

ABN of principal employer

A1

Personal contributions

B \$ **2711**

CGT small business retirement exemption

C \$ **0**

CGT small business 15-year exemption amount

D \$ **0**

Personal injury election

E \$ **0**

Spouse and child contributions

F \$ **0**

Other third party contributions

G \$ **0**

Proceeds from primary residence disposal

H \$ **0**

Receipt date Day Month Year

H1

Assessable foreign superannuation fund amount

I \$ **0**

Non-assessable foreign superannuation fund amount

J \$ **0**

Transfer from reserve: assessable amount

K \$ **0**

Transfer from reserve: non-assessable amount

L \$ **0**

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

T \$ **0**

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

M \$ **0**

TOTAL CONTRIBUTIONS N \$ **19269.26**

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

Other transactions

Allocated earnings or losses **O** \$ **34358.68**

Loss

L

Accumulation phase account balance **S1** \$ **212139.68**

Inward rollovers and transfers **P** \$ **0**

Retirement phase account balance - Non CDBIS **S2** \$ **0**

Outward rollovers and transfers **Q** \$ **0**

Retirement phase account balance - CDBIS **S3** \$ **0**

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Code

Code

TRIS Count

CLOSING ACCOUNT BALANCE S \$ **212139.68**

(**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 \$ -00

Australian non-residential real property

J2 \$ -00

Overseas real property

J3 \$ -00

Australian shares

J4 \$ -00

Overseas shares

J5 \$ -00

Other

J6 \$ -00

Property count

J7

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** \$ -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="282000"/> -00	
Permissible temporary borrowings	V2 \$ <input type="text"/> -00	
Other borrowings	V3 \$ <input type="text"/> -00	
	Borrowings	V \$ <input type="text" value="282000"/> -00
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)	W \$ <input type="text" value="229651"/> -00	
Reserve accounts	X \$ <input type="text" value="0"/> -00	
Other liabilities	Y \$ <input type="text" value="1601"/> -00	
TOTAL LIABILITIES	Z \$ <input type="text" value="513252"/> -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

Georges

First given name

Dina

Other given names

Phone number

13

00392544

Email address

Non-individual trustee name (if applicable)

Di Gregorio Investments Pty Ltd

ABN of non-individual trustee

Time taken to prepare and complete this annual return Hrs

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

TAX AGENT'S DECLARATION:

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

Family name

Cooper

First given name

Emily

Other given names

Tax agent's practice

SMSF Australia

Tax agent's phone number

13 00392544

Reference number

DG

Tax agent number

25957257

DG Super Fund
Investment Revaluation as at 30 June 2023

Investment	Price Date	Market Price	Quantity	Market Value	Change in Market Value
Bank					
LOAN Think Tank Loan				(282,000.00)	
Bank Total				(282,000.00)	
Property Direct Market					
BORROWINGCO: Borrowing Cost			1.00000	5,018.66	0.00
PROPERTY 70 Great Ryrie Street, Heathmont	30 Jun 2023	505,000.00000	1.00000	505,000.00	(30,156.92)
Property Direct Market Total				510,018.66	(30,156.92)
Fund Total				228,018.66	(30,156.92)

DG 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+	
Cash and Cash Equivalents										
NABTD_15/03/2023: NAB Term Deposit - Maturing 15/03/2023 @ 2.90%										
16/03/2023	Interest	1,573.16	0.00							
		1,573.16	0.00							
Total		1,573.16	0.00							

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

DG 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	4,491.94
<u>ADD:</u>	
Decrease in Market Value	30,156.92
Rounding	0.95
<u>LESS:</u>	
Non-Taxable Contributions	2,711.00
Rollovers In	18,143.81
Taxable Income or Loss	<u>13,795.00</u>

	Income Amount	Tax Amount
Gross Tax @ 15% for Concessional Income	13,795.00	2,069.25
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		<u>2,069.25</u>

Provision for Income Tax vs. Income Tax Expense

Provision for Income Tax	<u>2,069.25</u>
Income Tax Expense	<u>2,069.25</u>

Provision for Income Tax vs. Income Tax Payable

Provision for Income Tax	2,069.25
<u>LESS:</u>	
Income Tax Instalments Paid	468.00
Income Tax Payable (Receivable)	<u>1,601.25</u>

Exempt Current Pension Income Settings

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

DG 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	PROPERTY: 70 Great Ryrie Street, Heathmont	08 Jun 2023	B	883.77
Outgoings recovered	PROPERTY: 70 Great Ryrie Street, Heathmont	28 Jun 2023	B	2,026.69
Less Rounding			B	(0.46)
Total Gross Rent and Other Leasing & Hiring Income			B	2,910.00
Gross Interest				
T/D Interest From A/C 70-964-6474	NABTD_15/03/2023: NAB Term Deposit - Maturing 15/03/2023 @ 2.90%	16 Mar 2023	C	1,573.16
Less Rounding			C	(0.16)
Total Gross Interest			C	1,573.00
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
Assessable Employer Contributions				
001782913000954240 Smartsalary 231704	1: Luciano Gregorio	01 Jul 2022	R1	100.00
PC290622-193350839 Superchoice P/L 481471	1: Luciano Gregorio	05 Jul 2022	R1	413.98
001799544000954240 Smartsalary 231704	1: Luciano Gregorio	15 Jul 2022	R1	100.00
PC130722-179060819 Superchoice P/L 481471	1: Luciano Gregorio	19 Jul 2022	R1	434.67
001815458000954240 Smartsalary 231704	1: Luciano Gregorio	29 Jul 2022	R1	100.00
PC270722-194454062 Superchoice P/L 481471	1: Luciano Gregorio	02 Aug 2022	R1	434.67
001831822000954240 Smartsalary 231704	1: Luciano Gregorio	12 Aug 2022	R1	100.00
PC100822-174414790 Superchoice P/L 481471	1: Luciano Gregorio	16 Aug 2022	R1	434.67
001848168000954240 Smartsalary 231704	1: Luciano Gregorio	26 Aug 2022	R1	100.00
PC240822-176267001 Superchoice P/L 481471	1: Luciano Gregorio	30 Aug 2022	R1	473.52
001865832000954240 Smartsalary 231704	1: Luciano Gregorio	09 Sep 2022	R1	100.00
PC070922-177811115 Superchoice P/L 481471	1: Luciano Gregorio	13 Sep 2022	R1	571.28

DG 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
001881485000954240 Smartsalary 231704	1: Luciano Gregorio	23 Sep 2022	R1	100.00
PC210922-157206656 Superchoice P/L 481471	1: Luciano Gregorio	28 Sep 2022	R1	447.62
001898839000954240 Smartsalary 231704	1: Luciano Gregorio	07 Oct 2022	R1	100.00
PC051022-135792907 Superchoice P/L 481471	1: Luciano Gregorio	11 Oct 2022	R1	447.62
001915091000954240 Smartsalary 231704	1: Luciano Gregorio	21 Oct 2022	R1	200.00
PC191022-197636498 Superchoice P/L 481471	1: Luciano Gregorio	25 Oct 2022	R1	447.62
PC021122-106860929 Superchoice P/L 481471	1: Luciano Gregorio	08 Nov 2022	R1	447.62
MAXXIA221117000207 2852 633104	1: Luciano Gregorio	17 Nov 2022	R1	400.00
PC161122-192352747 Superchoice P/L 481471	1: Luciano Gregorio	22 Nov 2022	R1	447.62
MAXXIA221202001793 3319 633104	1: Luciano Gregorio	02 Dec 2022	R1	200.00
PC301122-102776394 Superchoice P/L 481471	1: Luciano Gregorio	06 Dec 2022	R1	447.62
MAXXIA221216001174 5342 633104	1: Luciano Gregorio	16 Dec 2022	R1	200.00
PC141222-192708957 Superchoice P/L 481471	1: Luciano Gregorio	20 Dec 2022	R1	564.45
MAXXIA221230001646 6470 633104	1: Luciano Gregorio	30 Dec 2022	R1	200.00
PC281222-194130893 Superchoice P/L 481471	1: Luciano Gregorio	04 Jan 2023	R1	447.62
MAXXIA230113000998 8562 633104	1: Luciano Gregorio	13 Jan 2023	R1	200.00
PC110123-195574282 Superchoice P/L 481471	1: Luciano Gregorio	17 Jan 2023	R1	458.14
MAXXIA230131000959 9915 633104	1: Luciano Gregorio	31 Jan 2023	R1	200.00
PC250123-199788518 Superchoice P/L 481471	1: Luciano Gregorio	01 Feb 2023	R1	458.14
MAXXIA230210000757 11791 633104	1: Luciano Gregorio	10 Feb 2023	R1	200.00
PC080223-165433118 Superchoice P/L 481471	1: Luciano Gregorio	14 Feb 2023	R1	458.14
MAXXIA230224000631 13379 633104	1: Luciano Gregorio	24 Feb 2023	R1	200.00
PC220223-116247035 Superchoice P/L 481471	1: Luciano Gregorio	28 Feb 2023	R1	458.14
MAXXIA230310001604 13920 633104	1: Luciano Gregorio	10 Mar 2023	R1	200.00
PC080323-154506463 Superchoice P/L 481471	1: Luciano Gregorio	14 Mar 2023	R1	458.14
MAXXIA230324001194 15827 633104	1: Luciano Gregorio	24 Mar 2023	R1	200.00
PC220323-156097860 Superchoice P/L 481471	1: Luciano Gregorio	28 Mar 2023	R1	458.14
MAXXIA230411000633 18092 633104	1: Luciano Gregorio	11 Apr 2023	R1	200.00
PC050423-158744040 Superchoice P/L 481471	1: Luciano Gregorio	13 Apr 2023	R1	458.14
MAXXIA230421000915 19169 633104	1: Luciano Gregorio	21 Apr 2023	R1	200.00
PC190423-160968855 Superchoice P/L 481471	1: Luciano Gregorio	26 Apr 2023	R1	458.14
MAXXIA230505001043 20568 633104	1: Luciano Gregorio	05 May 2023	R1	200.00
PC030523-193952248 Superchoice P/L 481471	1: Luciano Gregorio	09 May 2023	R1	458.14
MAXXIA230519000969 22193 633104	1: Luciano Gregorio	19 May 2023	R1	200.00
PC170523-119995373 Superchoice P/L 481471	1: Luciano Gregorio	23 May 2023	R1	458.14
MAXXIA230602001158 23532 633104	1: Luciano Gregorio	02 Jun 2023	R1	200.00
PC310523-151243562 Superchoice P/L 481471	1: Luciano Gregorio	06 Jun 2023	R1	458.14
MAXXIA230616001302 24919 633104	1: Luciano Gregorio	16 Jun 2023	R1	200.00
PC140623-126023381 Superchoice P/L 481471	1: Luciano Gregorio	20 Jun 2023	R1	458.14
MAXXIA230630001407 26368 633104	1: Luciano Gregorio	30 Jun 2023	R1	200.00
<i>Less Rounding</i>			R1	(0.26)
Total Assessable Employer Contributions			R1	16,558.00
Total Assessable Personal Contributions			R2	0.00
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	16,558.00

DG 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 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				21,041.00
<u>Deductions</u>				
Section C				
Total Interest Expenses within Australia			A	0.00
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
Death or Disability Premiums				
7054189-C5228207 Tal Life Limited 245397	1: Luciano Gregorio	25 Nov 2022	F	83.36
7054189-C5898367 Tal Life Limited 245397	1: Luciano Gregorio	29 Dec 2022	F	83.36
7054189-C6381442 Tal Life Limited 245397	1: Luciano Gregorio	24 Jan 2023	F	83.36
7054189-C6991511 Tal Life Limited 245397	1: Luciano Gregorio	24 Feb 2023	F	83.36
7054189-C7543479 Tal Life Limited 245397	1: Luciano Gregorio	24 Mar 2023	F	83.36
7054189-C8097480 Tal Life Limited 245397	1: Luciano Gregorio	24 Apr 2023	F	83.36
7054189-C8672583 Tal Life Limited 245397	1: Luciano Gregorio	24 May 2023	F	83.36
7054189-C9294855 Tal Life Limited 245397	1: Luciano Gregorio	26 Jun 2023	F	83.36
<i>Less Rounding</i>			F	(0.88)
Total Death or Disability Premiums			F	666.00
Total Death Benefit Increase			G	0.00
Approved Auditor Fee				
Pgp Consulting C4656180377 Invoice 7296		01 May 2023	H	550.00
Total Approved Auditor Fee			H	550.00
Investment Expenses				
Amortisation		30 Jun 2023	I	61.24
Bank Fee	NAB.ACCT: NAB Business Everyday Account	08 Jun 2023	I	35.00
577446 RACV Commercial 186924	PROPERTY: 70 Great Ryrie Street, Heathmont	26 Apr 2023	I	168.90
591900 RACV Commercial 186924	PROPERTY: 70 Great Ryrie Street, Heathmont	26 May 2023	I	168.89
Mortgagee's PEXA fee	PROPERTY: 70 Great Ryrie Street, Heathmont	08 Jun 2023	I	62.04
Settlement Agent Fees	PROPERTY: 70 Great Ryrie Street, Heathmont	08 Jun 2023	I	2,430.99
606352 RACV Commercial 186924	PROPERTY: 70 Great Ryrie Street, Heathmont	26 Jun 2023	I	168.89
<i>Less Rounding</i>			I	(0.95)
Total Investment Expenses			I	3,095.00
Management and Administration Expenses				
Internet Bpay Asic 2296460936562		12 Dec 2022	J	59.00
Pgp Consulting Q5492558474 Invoice 6350		15 Dec 2022	J	264.00
Pgp Consulting C4656180377 Invoice 7296		01 May 2023	J	2,255.00
Total Management and Administration Expenses			J	2,578.00
Total Forestry Managed Investment Scheme Deduction			U	0.00

DG 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
Other Deductions				
Online V3474007304 Identity check D L Di Greg		22 Mar 2023	L	98.00
Internet Bpay 002005356816982521		02 May 2023	L	259.00
Total Other Deductions			L	357.00
Tax Losses Deducted				
Tax Losses Brought Forward		30 Jun 2023	M	0.00
Less Net Exempt Income		30 Jun 2023	M	0.00
Total Tax Losses Deducted			M	0.00
Total Deductions				7,246.00
Taxable Income or Loss		(V - N)	O	13,795.00

Income Tax Calculation Statement

Section D

Gross Tax

Gross Tax @ 15% for Concessional Income		30 Jun 2023	T1	2,069.25
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				2,069.25
------------------------	--	--	--	-----------------

Total Credit: Foreign Tax Income Offset			C1	0.00
--	--	--	-----------	-------------

Total Credit: Rebates and Tax Offset			C2	0.00
---	--	--	-----------	-------------

Rebates and Offsets			C	0.00
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SUBTOTAL				2,069.25
-----------------	--	--	--	-----------------

Total Credit: Refundable Franking Credits			E1	0.00
--	--	--	-----------	-------------

Total Credit: No-TFN Tax Offset			E2	0.00
--	--	--	-----------	-------------

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
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Total Eligible Credits				0.00
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Net Tax Payable				2,069.25
------------------------	--	--	--	-----------------

PAYG Instalments Raised

Sep22 PAYGI		30 Sep 2022	K	156.00
Dec22 PAYGI		31 Dec 2022	K	156.00
Mar23 PAYGI		31 Mar 2023	K	156.00

Total PAYG Instalments Raised			K	468.00
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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
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DG 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 Supervisory Levy Adjustment for New Funds			N	0.00
Total Amount Due / (Refundable)				1,860.25

DG 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		
Luciano Gregorio												
Unit 1 21 Edna Street HEATHMONT VIC 3135												
Accumulation	Accumulation	227,229.10	19,269.26	0.00	(31,616.34)	0.00	(2,075.46)	0.00	(666.88)	0.00	0.00	212,139.68
		227,229.10	19,269.26	0.00	(31,616.34)	0.00	(2,075.46)	0.00	(666.88)	0.00	0.00	212,139.68
Dina Georges												
Unit 1 21 Edna Street HEATHMONT VIC 3135												
Accumulation	Accumulation	0.00	0.00	18,143.81	(637.91)	0.00	6.21	0.00	0.00	0.00	0.00	17,512.11
		0.00	0.00	18,143.81	(637.91)	0.00	6.21	0.00	0.00	0.00	0.00	17,512.11
		227,229.10	19,269.26	18,143.81	(32,254.25)	0.00	(2,069.25)	0.00	(666.88)	0.00	0.00	229,651.79

DG 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>								
NAB Business Everyday Account				3,234.38	3,234.38			1.40%
Think Tank Loan				(282,000.00)	(282,000.00)			(121.94)%
				(278,765.62)	(278,765.62)			(120.55)%
<u>Property Direct Market</u>								
Borrowing Cost		0.0000	0.0000	5,018.66	5,018.66	0.00	0.00%	2.17%
70 Great Ryrie Street, Heathmont	1.00000	535,156.9200	505,000.0000	535,156.92	505,000.00	(30,156.92)	(5.64)%	218.38%
				540,175.58	510,018.66	(30,156.92)	(5.58)%	220.55%
				261,409.96	231,253.04	(30,156.92)	(11.54)%	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.

DG 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					
<u>Property Direct Market</u>													
70 Great Ryrie Street, Heathmont													
2,910.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,910.46	0.00	0.00	0.00	0.00
2,910.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,910.46	0.00	0.00	0.00	0.00
<u>Term Deposits</u>													
NAB Term Deposit - Maturing 15/03/2023 @ 2.90%													
1,573.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,573.16	0.00	0.00	0.00	0.00
1,573.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,573.16	0.00	0.00	0.00	0.00
4,483.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,483.62	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.

DG Super Fund
Fund ABN: 31 664 272 265
Rental Property Schedule
For the Period From 1 July 2022 to 30 June 2023

Property Account Name **70 Great Ryrie Street, Heathmont**
Property Type Commercial
Address of the Property 0/70 GREAT RYRIE STREET
 HEATHMONT, VIC 3135
 Australia

Description	Tax Return Label	Amount	Prior Year
Income			
Other Rental Related Income	B	2,026.69	0.00
Rent from Property	B	883.77	0.00
Gross Rent		2,910.46	0.00
Expenses			
Insurance Premium	I	506.68	0.00
Settlement Agent Fees	I	2,430.99	0.00
Sundry Expenses	I	62.04	0.00
Total Expenses		2,999.71	0.00
Net Rent		(89.25)	0.00

DG Super Fund
(ABN: 31 664 272 265)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: Unit 1 21 Edna Street HEATHMONT, VIC 3135
Member Number: 1	Date of Birth: 26 April 1975
Luciano Di Gregorio	Date Joined Fund: 23 November 2020
	Eligible Service Date: 28 January 1997
	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	227,229.10
Total as at 1 Jul 2022	227,229.10

Withdrawal Benefit as at 30 Jun 2023	
Accumulation	212,139.68
Total as at 30 Jun 2023	212,139.68

Your Tax Components

Tax Free	3,211.00
Taxable - Taxed	208,928.68
Taxable - Untaxed	-

Your Preservation Components

Preserved	212,139.68
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits

	Balance	Insurance	Total Benefit
On Death	212,139.68	1,000,000.00	1,212,139.68
On TPD	212,139.68	250,000.00	462,139.68
Salary Cont		-	

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:

mail DG Super Fund, Unit 1 21 Edna Street, HEATHMONT VIC 3135

DG Super Fund
(ABN: 31 664 272 265)

Member Benefit Statement

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: Unit 1 21 Edna Street HEATHMONT, VIC 3135
Member Number: 1	Date of Birth: 26 April 1975
Luciano Di Gregorio	Date Joined Fund: 23 November 2020
Accumulation Account	Eligible Service Date: 28 January 1997
Accumulation	Tax File Number Held: Yes
	Account Start Date: 23 November 2020

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2022	227,229.10
<i>Increases to your account:</i>	
Employer Contributions	16,558.26
Member Contributions	2,711.00
Tax Effect Of Direct Member Expenses	100.03
Tax on Net Fund Income	308.25
<u>Total Increases</u>	<u>19,677.54</u>
<i>Decreases to your account:</i>	
Contributions Tax	2,483.74
Member Insurance Premiums	666.88
Share Of Net Fund Income	31,616.34
<u>Total Decreases</u>	<u>34,766.96</u>
Withdrawal Benefit as at 30 Jun 2023	<u>212,139.68</u>

Your Tax Components		
Tax Free	1.5136 %	3,211.00
Taxable - Taxed		208,928.68
Taxable - Untaxed		-

Your Preservation Components	
Preserved	212,139.68
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits			
	Balance	Insurance	Total Benefit
On Death	212,139.68	1,000,000.00	1,212,139.68
On TPD	212,139.68	250,000.00	462,139.68
Salary Cont		-	

Your Beneficiaries
No beneficiary details have been recorded

For Enquiries:
mail DG Super Fund, Unit 1 21 Edna Street, HEATHMONT VIC 3135



Trustee

The Trustee of the Fund is as follows:

Di Gregorio Investments Pty Ltd

The directors of the Trustee company are:

Dina Georges and
Luciano Gregorio

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

.....
Dina Georges
Director - Di Gregorio Investments Pty Ltd

.....
Luciano Gregorio
Director - Di Gregorio Investments Pty Ltd

Statement Date: 30 June 2023

For Enquiries:
mail DG Super Fund, Unit 1 21 Edna Street, HEATHMONT VIC 3135

DG Super Fund
(ABN: 31 664 272 265)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: Unit 1 21 Edna Street HEATHMONT, VIC 3135
Member	Number: 2
Dina Georges	Date of Birth: 28 January 1978 Date Joined Fund: 23 November 2020 Eligible Service Date: 1 July 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	-
Total as at 1 Jul 2022	<u>-</u>
Withdrawal Benefit as at 30 Jun 2023	
Accumulation	17,512.11
Total as at 30 Jun 2023	<u><u>17,512.11</u></u>

Your Tax Components	
Tax Free	-
Taxable - Taxed	17,512.11
Taxable - Untaxed	-

Your Preservation Components	
Preserved	17,512.11
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:
mail DG Super Fund, Unit 1 21 Edna Street, HEATHMONT VIC 3135

DG Super Fund
 (ABN: 31 664 272 265)

Member Benefit Statement

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: Unit 1 21 Edna Street HEATHMONT, VIC 3135
Member Number: 2	Date of Birth: 28 January 1978
Dina Georges	Date Joined Fund: 23 November 2020
Accumulation Account	Eligible Service Date: 1 July 2018
Accumulation	Tax File Number Held: Yes
	Account Start Date: 23 November 2020

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2022	-
<i>Increases to your account:</i>	
Rollovers In	18,143.81
Tax on Net Fund Income	6.21
<u>Total Increases</u>	<u>18,150.02</u>
<i>Decreases to your account:</i>	
Share Of Net Fund Income	637.91
<u>Total Decreases</u>	<u>637.91</u>
Withdrawal Benefit as at 30 Jun 2023	<u><u>17,512.11</u></u>

Your Tax Components	
Tax Free	0.0000 %
Taxable - Taxed	17,512.11
Taxable - Untaxed	-

Your Preservation Components	
Preserved	17,512.11
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits
 No insurance details have been recorded

Your Beneficiaries
 No beneficiary details have been recorded



Trustee

The Trustee of the Fund is as follows:

Di Gregorio Investments Pty Ltd

The directors of the Trustee company are:

Dina Georges and
Luciano Gregorio

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

.....
Dina Georges
Director - Di Gregorio Investments Pty Ltd

.....
Luciano Gregorio
Director - Di Gregorio Investments Pty Ltd

Statement Date: 30 June 2023

For Enquiries:
mail DG Super Fund, Unit 1 21 Edna Street, HEATHMONT VIC 3135

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

Dina Georges

Date of Birth: 28 Jan 1978
Age: 45 (at 30/06/2023)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

Prior Year Contributions

The 'Bring Forward Rule' was NOT triggered in the previous 2 years
 3-year cap in effect from previous years

Total non-concessional contributions in previous 2 years

Non-Concessional

N/A

N/A

Current Year Contributions	Note	Concessional	Non-Concessional
Caps	1,2	27,500.00	110,000.00
Cumulative Available Unused Cap	3	102,500.00	0.00
Contributions made (to this fund)	4	0.00	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		0.00	0.00
Amount above caps	5	0.00	0.00
Available		130,000.00	110,000.00

Notes

- 1 . 'Bring Forward Rule' MAY be triggered this year
- 2 . Non-concessional cap shown applies to current year only
- 3 . Member may be eligible to make catch-up concessional contributions
- 4 . Excludes any unmatched deposits
- 5 . Any excess concessional contributions are treated as non-concessional

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

Luciano Gregorio

Date of Birth: 26 Apr 1975
Age: 48 (at 30/06/2023)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

Prior Year Contributions		Non-Concessional	
The 'Bring Forward Rule' was NOT triggered in the previous 2 years			
3-year cap in effect from previous years		N/A	
Total non-concessional contributions in previous 2 years		N/A	
Current Year Contributions	Note	Concessional	Non-Concessional
Caps	1,2	27,500.00	110,000.00
Cumulative Available Unused Cap	3	102,500.00	0.00
Contributions made (to this fund)	4	16,558.26	2,711.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		16,558.26	2,711.00
Amount above caps	5	0.00	0.00
Available		113,441.74	107,289.00

Notes

- 1 . 'Bring Forward Rule' MAY be triggered this year
- 2 . Non-concessional cap shown applies to current year only
- 3 . Member may be eligible to make catch-up concessional contributions
- 4 . Excludes any unmatched deposits
- 5 . Any excess concessional contributions are treated as non-concessional

Contributions Breakdown

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
Concessional	Employer	16,558.26
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	Contributions as allocated	16,558.26
NonConcessional	Personal	2,711.00
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	Contributions as allocated	2,711.00
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
01/07/2022	Employer Mandated	100.00			manual
05/07/2022	Employer Mandated	413.98			manual
15/07/2022	Employer Mandated	100.00			manual
19/07/2022	Employer Mandated	434.67			manual

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

Luciano Gregorio

29/07/2022	Employer Mandated	100.00		manual
02/08/2022	Employer Mandated	434.67		manual
12/08/2022	Employer Mandated	100.00		manual
16/08/2022	Employer Mandated	434.67		manual
26/08/2022	Employer Mandated	100.00		manual
30/08/2022	Employer Mandated	473.52		manual
09/09/2022	Employer Mandated	100.00		manual
13/09/2022	Employer Mandated	571.28		manual
23/09/2022	Employer Mandated	100.00		manual
28/09/2022	Employer Mandated	447.62		manual
07/10/2022	Employer Mandated	100.00		manual
11/10/2022	Employer Mandated	447.62		manual
21/10/2022	Employer Mandated	200.00		manual
25/10/2022	Employer Mandated	447.62		manual
08/11/2022	Employer Mandated	447.62		manual
17/11/2022	Employer Mandated	400.00		manual
22/11/2022	Employer Mandated	447.62		manual
02/12/2022	Employer Mandated	200.00		manual
06/12/2022	Employer Mandated	447.62		manual
16/12/2022	Employer Mandated	200.00		manual
20/12/2022	Employer Mandated	564.45		manual
30/12/2022	Employer Mandated	200.00		manual
04/01/2023	Employer Mandated	447.62		manual
13/01/2023	Employer Mandated	200.00		manual
17/01/2023	Employer Mandated	458.14		manual
31/01/2023	Employer Mandated	200.00		manual
01/02/2023	Employer Mandated	458.14		manual
10/02/2023	Employer Mandated	200.00		manual
14/02/2023	Employer Mandated	458.14		manual
24/02/2023	Employer Mandated	200.00		manual
28/02/2023	Employer Mandated	458.14		manual
10/03/2023	Employer Mandated	200.00		manual
14/03/2023	Employer Mandated	458.14		manual
24/03/2023	Employer Mandated	200.00		manual
28/03/2023	Employer Mandated	458.14		manual
11/04/2023	Employer Mandated	200.00		manual
13/04/2023	Employer Mandated	458.14		manual
21/04/2023	Employer Mandated	200.00		manual
26/04/2023	Employer Mandated	458.14		manual
05/05/2023	Employer Mandated	200.00		manual
09/05/2023	Employer Mandated	458.14		manual
19/05/2023	Employer Mandated	200.00		manual
23/05/2023	Employer Mandated	458.14		manual
02/06/2023	Employer Mandated	200.00		manual
06/06/2023	Employer Mandated	458.14		manual
06/06/2023	Personal		2,000.00	manual
16/06/2023	Employer Mandated	200.00		manual
20/06/2023	Employer Mandated	458.14		manual

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

Luciano Gregorio

30/06/2023	Employer Mandated	200.00		manual
30/06/2023	Personal		711.00	manual
Totals:		16,558.26	2,711.00	

DG 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>										
NAB Business Everyday Account		1,771.25		488,012.92		486,549.79	0.00		3,234.38	3,234.38
Think Tank Loan		0.00		0.00		282,000.00	0.00		(282,000.00)	(282,000.00)
		<u>1,771.25</u>		<u>488,012.92</u>		<u>768,549.79</u>	<u>0.00</u>		<u>(278,765.62)</u>	<u>(278,765.62)</u>
<u>Property Direct Market</u>										
70 Great Ryrie Street, Heathmont	0.00	0.00	1.00	535,156.92	0.00	0.00	0.00	1.00	535,156.92	505,000.00
Borrowing Cost		0.00		5,079.90		61.24	0.00		5,018.66	5,018.66
		<u>0.00</u>		<u>540,236.82</u>		<u>61.24</u>	<u>0.00</u>		<u>540,175.58</u>	<u>510,018.66</u>
<u>Term Deposits</u>										
NAB Term Deposit - Maturing 15/03/2023 @ 2.90%		0.00		220,000.00		220,000.00	0.00		0.00	0.00
		<u>0.00</u>		<u>220,000.00</u>		<u>220,000.00</u>	<u>0.00</u>		<u>0.00</u>	<u>0.00</u>
Fund Total		<u><u>1,771.25</u></u>		<u><u>1,248,249.74</u></u>		<u><u>988,611.03</u></u>	<u><u>0.00</u></u>		<u><u>261,409.96</u></u>	<u><u>231,253.04</u></u>

TAX INVOICE

DG Super Fund
Unit 1 21 Edna St
HEATHMONT VIC 3135
AUSTRALIA
ABN: 31 664 272 265

Invoice Date
2 Dec 2022

Invoice Number
INV-6350

P G P CONSULTING PTY
LTD
PO Box 192
COLLINS STREET WEST
VIC 8007

Description	GST	Amount AUD
ASIC Annual Return 2022 Attendance to the provision of accounting services including the following:		
Annual Return (ASIC) - D & L Di Gregorio Pty Ltd Maintenance of your corporate records and to your corporate secretarial matters, for compliance with Australian Securities and Investments Commission (ASIC) requirements, including: - Collection and Forwarding of your Annual Company Statement; - Advice on payment amounts and due dates for ASIC Fees; - Preparation and lodgement of ASIC forms for any changes to company details; - Maintenance of the Statutory Company Register as required by ASIC.	10%	240.00
	Subtotal	240.00
	TOTAL GST 10%	24.00
	TOTAL AUD	264.00

Due Date: 16 Dec 2022

EFT Payments:

BSB: 033 039
Account: 39 4490
REF: Invoice #

Payment terms 14 days

Liability limited by a scheme approved under Professional Standards Legislation.
PGP Consulting Pty Ltd is a CPA Practice.



[View and pay online now](#)



PAYMENT ADVICE

To: P G P CONSULTING PTY LTD
PO Box 192
COLLINS STREET WEST VIC 8007

Customer DG Super Fund
Invoice Number INV-6350

Amount Due **264.00**
Due Date 16 Dec 2022

Amount Enclosed

Enter the amount you are paying above

TAX INVOICE

DG Super Fund
 Unit 1 21 Edna St
 HEATHMONT VIC 3135
 AUSTRALIA
 ABN: 31 664 272 265

Invoice Date
 11 Apr 2023

Invoice Number
 INV-7296

P G P CONSULTING PTY
 LTD
 PO Box 192
 COLLINS STREET WEST
 VIC 8007

PAID 01/05/2023

Description	GST	Amount AUD
Annual Super Fund Compliance 2022 Provision of accounting services including the following:		
Annual Super Fund Compliance - DG Super Fund Attendances in relation to financial accounts and taxation obligations for the year, including: - Preparation of financial statements for the year based on the information provided. - Preparation and lodgement of Income Tax & Regulatory Return including integration of disclosure items as required. - Reconciliation of NAB Business Everyday account together with valuation of assets. - Preparation of Member's Statements. - Preparation of Working Papers and other documents. - Attendance to review of Investment Strategy. - Attendance to audit service and preparation of audit documentation conducted by BPR SMSF Audit Pty Ltd.	10%	1,800.00
Special Attendances Provision of adhoc support and advice including ATO liaison, bookkeeping support, phone calls and email responses throughout the year as required. Correspondence and negotiations with BPR Audit concerning error transaction. Preparation of compliant loan repayment schedule per auditor request. Correspondence with alternative auditor seeking potential audit opinions on error transaction. Communications with Lou managing the audit process and consequences of options available. Updating Financial Statements to reflect revised audit advice from BPR Audit. Preparation of Statutory Declaration per auditor request. Provision of adhoc support and advice including ATO liaison, bookkeeping support, phone calls and email responses throughout the year as required.	10%	1,500.00
TOTAL OVERALL COST DISCOUNTED TO \$500 (PARTNER DISCOUNT APPLIED OF \$1,000 OVER AND ABOVE GENERAL DISCOUNT)		
External Super Fund Audit Fee	10%	550.00
Discount - Further Discount	10%	(1,300.00)
	Subtotal	2,550.00
	TOTAL GST 10%	255.00
	TOTAL AUD	2,805.00

Due Date: 3 May 2023

EFT Payments:

BSB: 033 039

Account: 39 4490

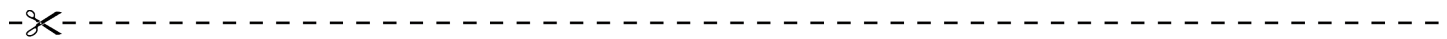
REF: Invoice #

Payment terms 14 days

Liability limited by a scheme approved under Professional Standards Legislation.
PGP Consulting Pty Ltd is a CPA Practice.



[View and pay online now](#)



PAYMENT ADVICE

To: P G P CONSULTING PTY LTD
PO Box 192
COLLINS STREET WEST VIC 8007

Customer	DG Super Fund
Invoice Number	INV-7296
Amount Due	2,805.00
Due Date	3 May 2023
Amount Enclosed	_____
	Enter the amount you are paying above

Borrowing Costs Schedule

INSERT NAME OF FIRM

Cells of this colour will auto-calculate

Client: DG Super Fund	Prepared By:	Workpaper No:
Reviewed By:	Year:	Date:

1. Description of Expense: _____

No. of years to amortise (usually 5 years):	5	
Total of Expense:	\$5,079.90	
First Financial Year	2023	
End of First Financial Year	30/6/2023	
Date Expense paid (dd/mm/yy):	8/6/2023	
Amortisation Schedule:		
Year 1	2023	\$61.24 Usually part-year claim (based on number of days)
Year 2	2024	\$1,015.98 Usually full-year claim
Year 3	2025	\$1,015.98 Usually full-year claim
Year 4	2026	\$1,015.98 Usually full-year claim
Year 5	2027	\$1,015.98 Usually full-year claim
Year 6	2028	\$954.74 Usually part-year claim (being balance)
		\$5,079.90

Reconciliation to Balance Sheet

Opening Balance		5,079.90
Add:	New Costs incurred during the year	
		0
Less:	Amortisation per schedules above	\$61.24
		61.2371507
Closing Balance		5,018.66

Note 1 - Claim is usually 20% in first year pro-rated based on date expense incurred.

Therefore, claim usually takes 6 financial years to be fully amortised.

Note 2 - Formulae above assume amortisation over 6 years. Amend if amortisation period less than 6 years

22nd September 2023



D G Super Fund
Unit 1 21 Edna Street
HEATHMONT VIC 3135

Dear Trustee

**2023 Annual Statement Insurance through Superannuation
Policy number: 7054189**

We're pleased to provide an update about your policy for the year ended 30 June 2023.

Your Annual Statement contains a summary of your policy and details of your insurance benefits. This statement is for general information only and does not constitute an annual statement for the purposes of Section 1017D of the *Corporations Act 2001 (Cth)*.

Important

Please note that this statement outlines details of your insurance through superannuation only.

Are your contact details up to date?

The email address we have on file for you is digregorio@bigpond.com. If your email or any other contact details have changed, please let us know and we'll update them for you.

More information

If you have any questions or would like more information, please contact your financial adviser Tal by phone on 1800 706 588 or by email to consumer.suspense@tal.com.au. You can also get in touch with us directly by phone on 1300 209 088, or by email to customerservice@tal.com.au.

Thank you for choosing TAL for your insurance needs.

Yours sincerely

TAL Customer Service

TAL Life Limited

ABN 70 050 109 450 | AFSL 237848
GPO Box 5380, Sydney NSW 2001
Level 16, 363 George Street
Sydney NSW 2000

Customer Service
P 1300 209 088
E customerservice@tal.com.au

W tal.com.au

Superannuation**Annual Statement****1 July 2022 to 30 June 2023**

Life Insured	: Luciano Di Gregorio	Commencement date	: 24/11/2022
Policy number	: 7054189		
Adviser	: Tal		
Adviser number	: 96641		
Policy Owner	: D G Super Fund		
Issuer	: TAL Life Limited		
AFSL	: 237848	ABN	: 70 050 109 450

Insurance Benefits as at 30 June 2023

Luciano Di Gregorio's Benefits	\$
Death Sum Insured	1000000.00
Total and Permanent Disablement Sum Insured	250000.00

Summary

	\$
Withdrawal Value as at 01/07/2022	0.00
Total Premiums and Rollovers	666.88
Total Insurance Premiums	(666.88)
Withdrawal Value as at 30/06/2023	0.00
Total Policy Fees (included in total insurance premiums paid)	64.00

TAL Life Limited

ABN 70 050 109 450 | AFSL 237848
GPO Box 5380, Sydney NSW 2001
Level 16, 363 George Street
Sydney NSW 2000

Customer Service
P 1300 209 088
E customerservice@tal.com.au

W tal.com.au

Superannuation

Annual Statement

Life Insured : Luciano Di Gregorio

Policy number : 7054189

Transaction listing

Date	Transaction	Amount \$
24/11/2022	Premium	83.36
29/12/2022	Premium	83.36
24/01/2023	Premium	83.36
24/02/2023	Premium	83.36
24/03/2023	Premium	83.36
24/04/2023	Premium	83.36
24/05/2023	Premium	83.36
26/06/2023	Premium	83.36
24/11/2022	Insurance Premium	(83.36)
29/12/2022	Insurance Premium	(83.36)
24/01/2023	Insurance Premium	(83.36)
24/02/2023	Insurance Premium	(83.36)
24/03/2023	Insurance Premium	(83.36)
24/04/2023	Insurance Premium	(83.36)
24/05/2023	Insurance Premium	(83.36)
26/06/2023	Insurance Premium	(83.36)

Important information

This statement has been prepared by TAL Life Limited, ABN 70 050 109 450 (TAL). It outlines the value of the benefits that your insurance provided as at 30 June 2023 and the transactions that occurred during the prior twelve month period. This statement is for information purposes and should be read in conjunction with the disclosure documents you received when you commenced this insurance.

TAL has taken reasonable care in preparing this statement but reserves the right to make amendments in the event of an error. The information contained within this statement is of a general nature only and does not take into account your particular objectives, financial situation and needs. You should obtain appropriate independent financial and tax advice and read the Product Disclosure Statement (or, if applicable, other disclosure documents) before making a decision about your insurance.

Your insurance benefits

TAL allows you the flexibility to alter your insurance benefits as your personal circumstances change. You should seek advice from your financial adviser about the appropriate level of insurance cover for your individual circumstances.

Assets of the fund

Under superannuation law you should be aware that assets of the self-managed superannuation fund (SMSF) remain the responsibility of the trustee of the SMSF and should be kept separate from your personal assets.

We act on instructions from the trustee of your SMSF in relation to the life risk policies insured.

Additional explanation of policy fees and costs

For full details on the fees, expenses and charges applicable to your insurance cover, please refer to the disclosure documents.

Withdrawal value

This statement relates to your life insurance which does not acquire a withdrawal value. If you terminate this insurance at any time (when you are not eligible to make a claim) no cash value will be payable.

Complaints

If you have an issue or complaint, please contact our Customer Service Team on 1300 209 088, Monday to Friday, between 8.00am - 7.00pm (AEST/AEDT). Alternatively, you may wish to address your complaint in writing to:

Mail: Internal Dispute Resolution, GPO BOX 5380, Sydney NSW 2001

Email: IDRcomplaints@tal.com.au

We aim to resolve all complaints quickly and fairly. If you are not satisfied with our final response to your complaint, or you have not received our final response to your complaint within 45 days or 90 days in relation to death benefit distributions of the date we received your complaint, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA is an external dispute resolution scheme that provides a fair and independent complaint resolution service that is free to consumers:

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call within Australia)

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

Time limits may apply to complain to AFCA, so you should act quickly. Please consult the AFCA website, or call them, to find out if or when the time limit relevant to your circumstances expires. AFCA has authority to hear certain complaints and can advise if they can assist you.

Your privacy

In this section, the words 'we' and 'our' refer to both TAL and the Trustee.

The way in which we collect, secure, hold, use and disclose personal and sensitive information (your information) is explained in our privacy policies. These policies can be obtained online at www.tal.com.au/privacy-policy (all policies) and www.mercer.com.au/privacy.html (TAL Super policies only) or by contacting us.

If you have any questions about the way in which your information is managed, or would like a paper copy of our privacy policies, please contact us by phone on 1300 209 088 or by email to customerservice@tal.com.au.

Contacting TAL

If you have any questions or would like more information about your TAL product, you can contact us by phone on 1300 209 088 or by email to customerservice@tal.com.au. You can also write to us at TAL Life Limited, GPO Box 5380 Sydney NSW 2001.

If you have a question specific to your individual circumstances, please contact your financial adviser. If you do not have a financial adviser, please call us and we'll put you in touch with one.



NAB Business Everyday Account

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

029/008678



D & L DI GREGORIO PTY LTD PTY LTD AS TRU
UNIT 1
21 EDNA ST
HEATHMONT VIC 3135

Account Balance Summary

Opening balance	\$1,771.25 Cr
Total credits	\$3,910.41
Total debits	\$153.00
Closing balance	\$5,528.66 Cr

Statement starts 1 July 2022

Statement ends 30 September 2022

Outlet Details

330 Collins Street
Ground Level, 330 Collins St
Melbourne VIC 3000

Account Details

D & L DI GREGORIO PTY LTD PTY LTD AS TRUSTEE FOR
DG SUPER FUND
BUSINESS EVERYDAY AC
BSB number 083-004
Account number 40-117-5426

Transaction Details

Date	Particulars	Debits	Credits	Balance
1 Jul 2022	Brought forward			1,771.25 Cr
1 Jul 2022	001782913000954240 Smartsalary 231704.....		100.00	1,871.25 Cr
5 Jul 2022	PC290622-193350839 Superchoice P/L 481471.....		413.98	2,285.23 Cr
15 Jul 2022	Please Note From Today Your Dr Interest Rate Is 7.720% 001799544000954240 Smartsalary 231704.....		100.00	2,385.23 Cr
18 Jul 2022	Internet Bpay Tax Office Payments 4316642722657860.....	153.00		2,232.23 Cr
19 Jul 2022	PC130722-179060819 Superchoice P/L 481471.....		434.67	2,666.90 Cr
29 Jul 2022	001815458000954240 Smartsalary 231704.....		100.00	2,766.90 Cr
2 Aug 2022	PC270722-194454062 Superchoice P/L 481471.....		434.67	3,201.57 Cr
12 Aug 2022	Please Note From Today Your Dr Interest Rate Is 8.220% 001831822000954240 Smartsalary 231704.....		100.00	3,301.57 Cr
16 Aug 2022	PC100822-174414790 Superchoice P/L 481471.....		434.67	3,736.24 Cr
26 Aug 2022	001848168000954240 Smartsalary 231704.....		100.00	3,836.24 Cr
30 Aug 2022	PC240822-176267001 Superchoice P/L 481471.....		473.52	4,309.76 Cr
9 Sep 2022	001865832000954240 Smartsalary 231704.....		100.00	4,409.76 Cr
13 Sep 2022	PC070922-177811115 Superchoice P/L 481471.....		571.28	4,981.04 Cr
16 Sep 2022	Please Note From Today Your Dr Interest Rate Is 8.720%			4,981.04 Cr
23 Sep 2022	001881485000954240 Smartsalary 231704.....		100.00	5,081.04 Cr
28 Sep 2022	PC210922-157206656 Superchoice P/L 481471.....		447.62	5,528.66 Cr

273/7205/M008678/S013121/ID26241

Summary of Government Charges

	From 1 July to date	Last year to 30 June
Government		
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.



NAB Business Everyday Account

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

029/013215



D & L DI GREGORIO PTY LTD PTY LTD AS TRU
UNIT 1
21 EDNA ST
HEATHMONT VIC 3135

Account Balance Summary

Opening balance	\$5,528.66 Cr
Total credits	\$231,102.55
Total debits	\$220,645.72
Closing balance	\$15,985.49 Cr

Statement starts 1 October 2022

Statement ends 30 December 2022

Outlet Details

330 Collins Street
Ground Level, 330 Collins St
Melbourne VIC 3000

Account Details

D & L DI GREGORIO PTY LTD PTY LTD AS TRUSTEE FOR
DG SUPER FUND
BUSINESS EVERYDAY AC

BSB number 083-004
Account number 40-117-5426

For Your Information

Changes to your Terms and Conditions
As of 3 March 2023, the NAB Business Products Terms and Conditions are being updated and can be viewed at nab.com.au/business.
Cheque usage has declined significantly over the years, with customers moving to more convenient, secure and digital payment methods. As a result, cheque books will no longer be available for newly opened NAB business transaction accounts after 3 March 2023. Additionally, if you already have an account and a cheque book wasn't requested, going forward cheque books will not be available. There is no change if you have an existing cheque book with your account, as you will still receive cheque books when required.

Transaction Details

Date	Particulars	Debits	Credits	Balance
1 Oct 2022	Brought forward			5,528.66 Cr
7 Oct 2022	001898839000954240 Smartsalary 231704.....		100.00	5,628.66 Cr
11 Oct 2022	PC051022-135792907 Superchoice P/L 481471.....		447.62	6,076.28 Cr
14 Oct 2022	Please Note From Today Your Dr Interest Rate Is 8.970%			6,076.28 Cr
21 Oct 2022	001915091000954240 Smartsalary 231704.....		200.00	6,276.28 Cr
25 Oct 2022	Online G0894901451 Linked Acc Trns Di Gregori L..... PC191022-197636498 Superchoice P/L 481471.....		227,000.00 447.62	233,723.90 Cr
8 Nov 2022	PC021122-106860929 Superchoice P/L 481471.....		447.62	234,171.52 Cr
11 Nov 2022	Please Note From Today Your Dr Interest Rate Is 9.220%			234,171.52 Cr
14 Nov 2022	Internet Bpay Tax Office Payments 004316642722657860.....	156.00		234,015.52 Cr
17 Nov 2022	MAXXIA221117000207 2852 633104.....		400.00	234,415.52 Cr
22 Nov 2022	PC161122-192352747 Superchoice P/L 481471.....		447.62	234,863.14 Cr
25 Nov 2022	7054189-C5228207 Tal Life Limited Carried forward			234,863.14 Cr

364/7205/M013215/S021735/ID43469

Transaction Details (continued)

Date	Particulars	Debits	Credits	Balance
	Brought forward			234,863.14 Cr
	245397.....	83.36		234,779.78 Cr
2 Dec 2022	MAXXIA221202001793 3319			
	633104.....		200.00	234,979.78 Cr
6 Dec 2022	PC301122-102776394 Superchoice P/L			
	481471.....		447.62	235,427.40 Cr
12 Dec 2022	Internet Bpay Asic			
	2296460936562.....	59.00		235,368.40 Cr
15 Dec 2022	Pgp Consulting Q5492558474			
	Invoice 6350.....	264.00		235,104.40 Cr
16 Dec 2022	Please Note From Today Your Dr Interest Rate Is 9.470%			
	MAXXIA221216001174 5342			
	633104.....		200.00	
	To 709646474.....	220,000.00		15,304.40 Cr
20 Dec 2022	PC141222-192708957 Superchoice P/L			
	481471.....		564.45	15,868.85 Cr
29 Dec 2022	7054189-C5898367 Tal Life Limited			
	245397.....	83.36		15,785.49 Cr
30 Dec 2022	MAXXIA221230001646 6470			
	633104.....		200.00	15,985.49 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.

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Explanatory Notes

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



NAB Business Everyday Account

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



/008502

D & L DI GREGORIO PTY LTD PTY LTD AS TRU
UNIT 1
21 EDNA ST
HEATHMONT VIC 3135

Account Balance Summary

Opening balance	\$15,985.49	Cr
Total credits	\$244,113.43	
Total debits	\$52,324.08	
Closing balance	\$207,774.84	Cr

Statement starts 31 December 2022

Statement ends 31 March 2023

Outlet Details

330 Collins Street
Ground Level, 330 Collins St
Melbourne VIC 3000

Account Details

D & L DI GREGORIO PTY LTD PTY LTD AS TRUSTEE FOR
DG SUPER FUND
BUSINESS EVERYDAY AC
BSB number 083-004
Account number 40-117-5426

Transaction Details

Date	Particulars	Debits	Credits	Balance
31 Dec 2022	Brought forward			15,985.49 Cr
4 Jan 2023	PC281222-194130893 Superchoice P/L 481471.....		447.62	16,433.11 Cr
13 Jan 2023	MAXXIA230113000998 8562 633104.....		200.00	16,633.11 Cr
17 Jan 2023	PC110123-195574282 Superchoice P/L 481471.....		458.14	17,091.25 Cr
24 Jan 2023	7054189-C6381442 Tal Life Limited 245397.....	83.36		17,007.89 Cr
31 Jan 2023	MAXXIA230131000959 9915 633104.....		200.00	17,207.89 Cr
1 Feb 2023	PC250123-199788518 Superchoice P/L 481471.....		458.14	17,666.03 Cr
10 Feb 2023	MAXXIA230210000757 11791 633104.....		200.00	17,866.03 Cr
14 Feb 2023	PC080223-165433118 Superchoice P/L 481471.....		458.14	18,324.17 Cr
17 Feb 2023	Please Note From Today Your Dr Interest Rate Is 9.720%			18,324.17 Cr
24 Feb 2023	MAXXIA230224000631 13379 633104.....		200.00	
	7054189-C6991511 Tal Life Limited 245397.....	83.36		18,440.81 Cr
28 Feb 2023	PC220223-116247035 Superchoice P/L 481471.....		458.14	18,898.95 Cr
10 Mar 2023	MAXXIA230310001604 13920 633104.....		200.00	19,098.95 Cr
14 Mar 2023	PC080323-154506463 Superchoice P/L 481471.....		458.14	
	Internet Bpay Think Tank Group P/L 2152353.....	1,320.00		18,237.09 Cr
16 Mar 2023	T/D Interest From A/C 70-964-6474.....		1,573.16	
	Principal Matured From A/C 70-964-6474.....		220,000.00	239,810.25 Cr
17 Mar 2023	Please Note From Today Your Dr Interest Rate Is 9.970% Re Appleby Sales T X8174554850 Carried forward			239,810.25 Cr

090471304139 / E-8502 S-15970 F-31939

Transaction Details (continued)

Date	Particulars	Debits	Credits	Balance
	Brought forward			239,810.25 Cr
	70Great.....	50,500.00		189,310.25 Cr
20 Mar 2023	Internet Bpay Tax Office Payments 4316642722657860.....	156.00		189,154.25 Cr
22 Mar 2023	Online V3474007304 Identity check D L Di Greg.....	98.00		189,056.25 Cr
24 Mar 2023	MAXXIA230324001194 15827 633104.....		200.00	
	7054189-C7543479 Tal Life Limited 245397.....	83.36		189,172.89 Cr
28 Mar 2023	PC220323-156097860 Superchoice P/L 481471.....		458.14	
	100000003367956902 Rest 089636.....		18,143.81	207,774.84 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.

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Explanatory Notes

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



NAB Business Everyday Account

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



/000495

D & L DI GREGORIO PTY LTD PTY LTD AS TRU
UNIT 1
21 EDNA ST
HEATHMONT VIC 3135

Account Balance Summary

Opening balance	\$207,774.84 Cr
Total credits	\$8,886.53
Total debits	\$213,426.99
Closing balance	\$3,234.38 Cr

Statement starts 1 April 2023
Statement ends 30 June 2023

Outlet Details

330 Collins Street
Ground Level, 330 Collins St
Melbourne VIC 3000

Account Details

D & L DI GREGORIO PTY LTD PTY LTD AS TRUSTEE FOR
DG SUPER FUND
BUSINESS EVERYDAY AC
BSB number 083-004
Account number 40-117-5426

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			207,774.84 Cr
3 Apr 2023	Internet Bpay Think Tank Group P/L 2152353.....	1,473.45		206,301.39 Cr
11 Apr 2023	MAXXIA230411000633 18092 633104.....		200.00	206,501.39 Cr
13 Apr 2023	PC050423-158744040 Superchoice P/L 481471.....		458.14	206,959.53 Cr
21 Apr 2023	MAXXIA230421000915 19169 633104.....		200.00	207,159.53 Cr
24 Apr 2023	7054189-C8097480 Tal Life Limited 245397.....	83.36		207,076.17 Cr
26 Apr 2023	PC190423-160968855 Superchoice P/L 481471..... 577446 RACV Commercial 186924.....	168.90		207,365.41 Cr
1 May 2023	Pgp Consulting C4656180377 Invoice 7296.....	2,805.00		204,560.41 Cr
2 May 2023	Internet Bpay Tax Office Payments 002005356816982521.....	1,648.15		202,912.26 Cr
5 May 2023	MAXXIA230505001043 20568 633104.....		200.00	203,112.26 Cr
9 May 2023	PC030523-193952248 Superchoice P/L 481471.....		458.14	203,570.40 Cr
	Carried forward			203,570.40 Cr

181471304135 / E-495 S-955 I-1909

Transaction Details (continued)

Date	Particulars	Debits	Credits	Balance
	Brought forward			203,570.40 Cr
12 May 2023	Please Note From Today Your Dr Interest Rate Is 10.220%			203,570.40 Cr
19 May 2023	MAXXIA230519000969 22193 633104.....		200.00	203,770.40 Cr
23 May 2023	PC170523-119995373 Superchoice P/L 481471.....		458.14	204,228.54 Cr
24 May 2023	7054189-C8672583 Tal Life Limited 245397.....	83.36		204,145.18 Cr
26 May 2023	591900 RACV Commercial 186924.....	168.89		203,976.29 Cr
2 Jun 2023	MAXXIA230602001158 23532 633104.....		200.00	204,176.29 Cr
6 Jun 2023	Online B8251574183 Linked Acc Trns Di Gregori L..... PC310523-151243562 Superchoice P/L 481471.....		2,000.00 458.14	206,634.43 Cr
7 Jun 2023	Withdrawal.....	206,587.63		46.80 Cr
16 Jun 2023	Please Note From Today Your Dr Interest Rate Is 10.470% MAXXIA230616001302 24919 633104.....		200.00	246.80 Cr
20 Jun 2023	PC140623-126023381 Superchoice P/L 481471.....		458.14	704.94 Cr
26 Jun 2023	Internet Bpay Tax Office Payments 004316642722657860..... 7054189-C9294855 Tal Life Limited 245397..... 606352 RACV Commercial 186924.....	156.00 83.36 168.89		296.69 Cr
28 Jun 2023	DIGR0461 R E Appleby Pty 046286.....		2,026.69	2,323.38 Cr
30 Jun 2023	Online A1845772246 Linked Acc Trns Di Gregori L..... MAXXIA230630001407 26368 633104.....		711.00 200.00	3,234.38 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.

GREAT RYRIE STREET PROPERTY TRUST

Declaration of Custody Trust for the

DG Super Fund

DI GREGORIO INVESTMENTS PTY LTD ACN 666507286

and

D & L DI GREGORIO PTY LTD ACN 646093656

PGP CONSULTING PTY LTD
Level 12
99 William Street
Melbourne VIC 3000
Tel: 03 8842 6860
Fax: 03 9614 8314
info@pgpconsulting.com.au
www.pgpconsulting.com.au

Maddocks Lawyers
Tel: 1300 307 343
(c/- Cleardocs)
info@maddocks.com.au
www.maddocks.com.au

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BETWEEN

DI GREGORIO INVESTMENTS PTY LTD ACN 666507286
of Unit 1
21 EDNA ST
HEATHMONT, , 3135
Australia

(Custodian)

AND

D & L DI GREGORIO PTY LTD ACN 646093656
in its capacity as trustee for the Fund
of Unit 1
21 EDNA ST
HEATHMONT, , 3135
Australia

(Trustee)

Background

- A The Fund is a Regulated Fund and the Trustee is the trustee for the Fund.
- B In limited circumstances, the law allows the trustee of a Regulated Fund to agree to borrow funds to acquire an investment for that Regulated Fund. The relevant law is in Part 7 of the SIS Act relating to borrowing by superannuation funds. The exceptions to the general prohibition on superannuation funds borrowing provide, among other things, that for a borrowing arrangement to be allowed:
- legal title to the investment must be held by a third party on behalf of the trustee of the Regulated Fund; and
 - the lender's rights against the trustee of the Regulated Fund for any default under the borrowing arrangement must relate only to the investment for which the trustee will purchase with the money it borrows.
- C The Trustee intends to borrow funds from a lender to acquire the Authorised Investment under an arrangement of the nature described in Recital B.
- D The Custodian agrees to act as the third party described in Recital B and to hold title to the Authorised Investment under this Deed.

Operative provisions

A Custodian's Declaration of trust

What does the Custodian hold on trust?

- 1 The Custodian declares that it will hold the benefit of the Custody Fund on trust for the Trustee under this Deed, with effect from the date:

- 1.1 that the Custodian purchases the Authorised Investment as contemplated by clause 3; or
 - 1.2 the date on which the Custodian receives any property to be held or applied in accordance with the trusts under this Deed.
- 2 The parties agree that the Trust is established and is to be maintained in connection with the limited recourse borrowing arrangement with the Lender.

What information and money must the Trustee provide?

- 3 The Custodian and the Trustee agree that:
- 3.1 the details in the Schedule to this Deed are all the relevant details regarding the Authorised Investment ; and
 - 3.2 the Trustee will provide to the Custodian all funds necessary to enable the Custodian to purchase the Authorised Investment identified in the Schedule.

When the Trustee does that, it will be taken to have requested the Custodian, and the Custodian will be taken to have agreed, to purchase and take legal title to the Authorised Investment under this Deed.

What is the name of the Custody Trust?

- 4 The parties agree that the name of the Custody Trust will be the GREAT RYRIE STREET PROPERTY TRUST.

B Custodian to hold title

What title must the Custodian hold?

- 5 The Custodian agrees that (subject to clause 8), it will maintain legal title to the Authorised Investment until the Trustee directs it under clauses 9 to 12 of this Deed.

What bank accounts are to be used?

- 6 The Trustee must:
- 6.1 designate one or more bank accounts of the Fund into which all amounts referred to in clause 7 may be deposited; and
 - 6.2 advise the Custodian of the details of that bank account or those accounts.

Income, accruals, accretions

- 7 The Custodian agrees to deposit, or arrange for the deposit of, the following amounts into the Cash Account or as otherwise directed by the Trustee:
- 7.1 any interest, income or other proceeds that the Authorised Investment generates; and
 - 7.2 any accretions or accruals attributable to the Authorised Investment.

May the Custodian have listed securities held by a CHESSE sponsor?

- 8 If the Authorised Investment is listed securities, then the Custodian may engage a duly licensed CHESSE sponsor to hold the Authorised Investment — as long as the Custodian first obtains the Trustee's written consent. The Custodian may do that even though it has an obligation to maintain legal title to the Authorised Investments.

C Trustee to direct Custodian

What interest does the Trustee have in the Authorised Investment?

- 9 At all times up to and including the Vesting Date, the Trustee:
- 9.1 has a vested and indefeasible interest in the Authorised Investment and any other assets comprising the Custody Fund; and
 - 9.2 is absolutely entitled to the Authorised Investment and any other assets comprising the Custody Fund as against the Custodian.

How may the Trustee have the Authorised Investment transferred?

- 10 The Trustee may in writing direct the Custodian to transfer, or otherwise deal with, the Authorised Investment and the other assets comprising the Custody Fund. The Custodian must do as directed. Before the Custodian transfers, or otherwise deals with, the Authorised Investment and any other asset comprising the Custody Fund as directed by the Trustee, the Custodian must notify the Lender in writing.

What information must the Custodian collect, provide etc?

- 11 The Custodian will use its best endeavours to obtain information concerning the Authorised Investment. It will communicate all that information to the Trustee as soon as practicable. For example, the Custodian must provide the Trustee with any information it needs to help it exercise a discretion about, say, voting, or about participating in bonus issues, capital reductions, share buy backs, rights plans, and so on.

May the Trustee require the Custodian to execute charge documents?

- 12 The Custodian must execute all documents the Trustee asks it to execute, including any required form of guarantee and indemnity and any other documents that are necessary to charge the Authorised Investment to secure the Trustee's payment to the Lender of all money owed in respect of the Authorised Investment.

D Restriction on Custodian's Discretion

- 13 Notwithstanding any other provision to the contrary set out in this Deed, the exercise of any Discretion (if any) by the Custodian under this Deed requires the consent of the Trustee in all instances.

E Trustee's warranties

- 14 The Trustee warrants that:
- 14.1 the Fund is a Regulated Fund;
 - 14.2 the Fund has a written investment strategy which accords in all respects with Superannuation Law;
 - 14.3 the Trustee's investment in the Authorised Investment accords with the Fund's written investment strategy;
 - 14.4 the Trustee is the sole trustee of the Fund;
 - 14.5 the Trustee has the power and authority to enter into this Deed;
 - 14.6 the Trustee has the power and authority to purchase the Authorised Investment; and
 - 14.7 this Deed is legally binding on it, and the Deed is enforceable against it in accordance with its terms.

F Duration of Trust

When does the Trust start and end?

- 15 The Trust commences on the date described in Clause 1 and terminates on the Vesting Date.

What must the Trustee do before the Vesting Date?

- 16 Before the Vesting Date, the Trustee must ensure:
- 16.1 that all money the Lender loaned to the Trustee in respect of the Authorised Investment has been repaid; and
 - 16.2 that any security or charge over the Authorised Investment has been discharged in full.

What must the Custodian and Trustee do on (or soon after) the Vesting Date?

- 17 On the Vesting Date (or as soon as practicable after the Vesting Date) the Custodian must either:
- 17.1 transfer the Authorised Investment and any other assets comprising the Custody Fund to the Trustee; or
 - 17.2 otherwise deal with the Authorised Investment and other assets comprising the Custody Fund as the Trustee may direct in writing.

G Replacement or resignation of Custodian

May the Trustee add, remove, or replace the Custodian?

- 18 At any time, the Trustee may by deed remove the Custodian, appoint a replacement custodian or appoint an additional custodian.

What must an outgoing Custodian do?

- 19 The outgoing Custodian must as soon as practicable after being removed or replaced:
- 19.1 sign all documents and do all things necessary to transfer legal title (and any CHES Sponsorship) in the Authorised Investment and in any other asset comprising the Custody Fund to the new or continuing custodian; and
 - 19.2 sign all documents and do all things necessary to transfer any charge or security in respect of the Authorised Investment or any other asset comprising the Custody Fund to the new or continuing custodian.

What must a continuing Custodian do?

- 20 If a new Custodian is added, then as soon as practicable the continuing Custodian must sign all documents and do all things necessary to transfer legal title (and any CHES Sponsorship) in the Authorised Investment, and in any other asset comprising the Custody Fund, to the new custodian jointly with the continuing custodian.

How may the Custodian resign?

- 21 The Custodian may resign by providing at least 60 days written notice to the Trustee. During the 60 day period, the Custodian must comply with any reasonable directions of the Trustee concerning completing the steps set out in clauses 19.1 to 19.2.

H Trustee indemnifies Custodian

- 22 The Trustee agrees to indemnify and keep the Custodian indemnified against all liabilities, actions, proceedings, demands, claims, costs, damages, stamp duty, taxes, losses and expenses incurred or sustained by the Custodian or brought or made against the Custodian:
- 22.1 in relation to the purchase of the Authorised Investment;
 - 22.2 by virtue of the Custodian holding legal title to the Authorised Investment; and
 - 22.3 as a consequence of the Custodian complying with any direction of the Trustee under this Deed.

I Trustee to pay Custodian's costs

- 23 The Trustee indemnifies the Custodian against, and will pay the Custodian on demand, the amount of, all losses, liabilities, costs and expenses (including, without limitation, legal expenses on a full indemnity basis) and Taxes in connection with:
- 23.1 the negotiation, preparation, execution, stamping and registration of this Deed;

23.2 the enforcement or attempted enforcement or preservation or attempted preservation of any rights under this Deed; and

23.3 any amendment to, or consent, waiver or release of or under, this Deed.

J Notices to the parties

24 All notices to be given to or demands to be made under this Deed must be in writing. They may be delivered in person or sent by mail to the party's current business address.

25 A notice is to be treated as received in accordance with the following:

- if delivered personally, on the actual date of receipt;
- if it is sent by post in Australia:
 - using regular pre-paid post or registered post, 6 business days after pre-paid posting;
 - using priority pre-paid post or priority registered post, 4 business days after posting;
 - using express post, 2 business days after posting;
- if it is sent by post to an address outside Australia, 10 business days after posting
- if it is faxed or sent electronically, on the business day after it is sent.

K Jointly and Severally Liable

26 If two or more persons or entities comprise a party to this Deed, then each person or entity is jointly and severally liable for the obligations of that party under this Deed.

L Limitation

27 Notwithstanding anything else to the contrary contained in this Deed the Custodian and the Trustee agree that:

27.1 the Custodian's rights against the Trustee for, in connection with, or as a result of (whether directly or indirectly) either of the following defaults are limited to rights relating to the Authorised Investment:

- default on the relevant advance made by the Lender to the Trustee; or
- default on the sum of the borrowing and charges related to that advance; and

27.2 if the Trustee has a right relating to the Authorised Investment (other than a right to acquire legal ownership of the Authorised Investment on repayment to the Lender of the relevant loan), then the Custodian's rights and the rights of any other person against the Trustee for, in connection with, or as a result of, (whether directly or indirectly) the Trustee's exercise of its right, are limited to rights relating to the Authorised Investment.

M Compliance with Superannuation Law

28 The Custodian and the Trustee agree that all arrangements in respect of the Custody Trust as contained in, or referred to in, this Deed must be strictly in accordance with Superannuation Law including, without limitation, for the purpose:

28.1 of ensuring the concessional tax treatment of the Fund and of amounts paid into or out of the Fund; and

28.2 of the Fund's status as a Regulated Fund.

29 For this purpose:

29.1 The provisions of this Deed which (whether expressly or impliedly) confer or impose discretions, powers, rights or obligations on the parties are to be read as:

29.1.1 extending to confer or impose on the parties any discretions, powers, rights or obligations as may be necessary to ensure compliance with Superannuation Law; and

29.1.2 circumscribing any discretions, powers, rights or obligations of the parties to the extent necessary to ensure compliance with Superannuation Law; and

29.2 If a provision of this Deed (whether express or implied) is inconsistent with this purpose, then that provision must be read down to the extent necessary to ensure compliance with the requirements of this clause 29. If it is not possible to read down a provision of this Deed in that manner, then that provision is severable without effecting the validity or enforceability of the remaining part of that provision or of other provisions in this Deed.

N General and interpretation

30 Time is of the essence of all obligations under this Deed.

31 This Deed may only be varied or replaced by a document executed by the parties.

32 Each party must promptly execute and deliver all documents and promptly take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Deed.

33 Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the parties. It survives this Deed's termination.

34 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Deed.

35 The warranties, undertakings, agreements and continuing obligations in this Deed do not merge on completion.

36 This Deed is governed by, and interpreted under, the laws of the jurisdiction set in the Schedule.

37 If a party consists of more than one person, then this Deed binds them jointly and each of them severally.

- 38 This Deed may be executed in any number of counterparts all of which taken together constitute one instrument.
- 39 If a payment or other act is required to be made or done on a day which is not a Business Day, then the payment or act must be made or done on the next following Business Day.
- 40 If a provision in this Deed is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 41 If it is not possible to read down a provision of this Deed in the manner described above, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Deed.
- 42 A reference in this Deed to:
- 42.1 a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
 - 42.2 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
 - 42.3 a person includes the legal personal representatives, successors and assigns of that person;
 - 42.4 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the relevant purposes or objects of the first-mentioned body;
 - 42.5 this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
 - 42.6 the singular includes the plural and vice versa; and
 - 42.7 a gender includes the other genders.
- 43 If a party that is a trustee makes a covenant, agreement, undertaking representation or warranty, then the covenant, agreement, undertaking, representation or warranty is to be construed as having been made in the capacity as trustee of the relevant trust.

O Definitions

44 In this deed unless expressed or implied to the contrary:

Authorised Investment means the investment specified in the Schedule.

Business Day means Monday to Friday excluding public holidays in the state or territory identified in the Schedule.

Cash Account means the account established under clause 6.

Custody Fund means the Authorised Investment together with the following assets transferred to the Custodian and other amounts which accrue or are paid in respect of the Authorised Investment:

- all right title and interest of the Custodian from time to time in the Authorised Investment;
- all income and other proceeds generated from the holding of the Authorised Investment; and
- all other income, proceeds, accretions or accruals attributable to the Custody Trust.

Custody Trust means the trust known as "GREAT RYRIE STREET PROPERTY TRUST" created by operation of this Deed.

Deed means this trust deed duly executed by the parties, including any schedules.

Discretion means a right or power to act in accordance with one's own judgment.

Fund means the DG Super Fund.

Lender means each person from whom the Trustee is borrowing in order to acquire Authorised Investment, as identified in the Schedule.

Regulated Fund means a 'regulated superannuation fund' within the meaning of section 19 of the SIS Act and a 'complying superannuation fund' within the meaning of Part 5 of SIS Act.

Schedule means the schedule to this Deed.

SIS Act means the Superannuation Industry (Supervision) Act 1993 (Cth).

Superannuation Law means:

- any law of the Commonwealth of Australia which deals with any aspect of the superannuation or taxation in relation to superannuation, including the SIS Act and the Superannuation Industry (Supervision) Regulations 1994 (Cth); and
- any lawful requirement in relation to the Fund by any authority or body that has responsibility in connection with the regulation of superannuation, or taxation in relation to superannuation.
- It includes:
- changes to any such laws or requirements after the date of this Deed; and
- any proposed law or lawful requirement that the trustee believes may have retrospective effect.
- **Trustee** means the trustee for the time being of the Fund, who as at the date of this Deed is the person identified on page 1.

Vesting Date means either:

- the date which is 80 years from the date of this Deed; or
- any earlier date the Custodian and Trustee jointly determine.

Schedule

Lender:	THINK TANK GROUP PTY LTD
Lender ABN/ACN (if applicable):	117819084
Lender Address for Notices:	Floor 24 101 MILLER STREET NORTH SYDNEY, NSW, 2060 Australia
Loan Amount:	\$290,000.00
Loan Term:	30 years
Authorised Investment:	70 GREAT RYRIE STREET HEATHMONT, VIC, 3135 Australia Certificate of Title Volume 11205 Folio 017
Jurisdiction:	Victoria
Settlement Date (if applicable):	8 June 2023

Execution

Executed by the parties as a deed.

Dated: 15 March 2023

Executed as a deed by
DI GREGORIO INVESTMENTS PTY LTD
ACN 666507286, in accordance with sections
127(1) and 127(3) of the *Corporations Act*
2001 (Cwth):



LUCIANO DI GREGORIO, director

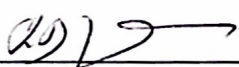




DINA GEORGES, director




Executed as a deed by
D & L DI GREGORIO PTY LTD ACN
646093656, in its capacity as trustee for the
Fund, in accordance with section 127(1) of
the *Corporations Act* 2001 (Cwth):



LUCIANO DI GREGORIO, director





DINA GEORGES, director



Certificate of Duty Trust Deed

SRO Reference Number: 5660315

Certificate Issue Date: 16th March 2023

ASSESSMENT INFORMATION

Duty Assessed: \$0
Interest: \$0
Total Amount: \$0
Section: s34 - Custodian Trust

TRUST INFORMATION

Trust Name: Great Ryrie Street Property Trust
Date of Trust: 15th March 2023

TRUSTEE

Company: DI GREGORIO INVESTMENTS PTY LTD

This duty statement is a summary of the transaction submitted to the State Revenue Office through Duties Online and does not constitute a Notice of Assessment. This duty statement confirms that the transaction has been assessed by the State Revenue Office.

A copy of the Notice of Assessment can be obtained by contacting the State Revenue Office on (03) 9628 6539 or by email to dutiesonline@sro.vic.gov.au

If you are not satisfied with an assessment made under the *Taxation Administration Act 1997*, you may object against the assessment under section 96 of the *Taxation Administration Act 1997*. An objection must be received by the Commissioner of State Revenue within 60 days of service of the notice of assessment.

SRO CONTACT DETAILS

Mail
Duties Online Support, State Revenue Office, GPO Box 1641, MELBOURNE VIC 3001 or
DX 260090 MELBOURNE

Website www.sro.vic.gov.au
Email dutiesonline@sro.vic.gov.au
Phone 03 9628 6539
Fax 03 9628 0021



CD2011/1

LEVEL 29
395 BOURKE ST
MELBOURNE VIC 3000
T: 13 13 12 nab.com.au
From overseas: +61 3 8641 9083
3-179

15 March 2023



D & L DI GREGORIO PTY LTD PTY LTD AS TRU
UNIT 1
21 EDNA ST
HEATHMONT VIC 3135

Hi Director

WE'VE PROCESSED YOUR CLOSURE REQUEST

Funds have been deposited into your nominated account on 15 March 2023 as calculated below.

NAB Term Deposit account 70-964-6474	
Account name	D & L DI Gregorio Pty Ltd Pty Ltd As Trustee for D
Amount	\$220,000.00
Term	3 months
Interest rate p.a.	2.90%
Start date	16 December 2022
Closure date	15 March 2023
adjusted Gross interest	\$1,573.16* ■
less Prepayment cost	\$0.00
Net interest	\$1,573.16
Closing balance	\$221,573.16

* Gross interest includes any interest that may be payable prior to the maturity date

If you have any questions contact your NAB Banker, give us a call on 13 13 12 or visit your nearest NAB branch.

Thanks,

NAB



Income tax 002

Date generated	20 October 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

5 results found - from 20 October 2021 to 20 October 2023 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
3 May 2023	2 May 2023	Payment received		\$1,648.15	\$0.00
2 May 2023	15 May 2023	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$1,648.15		\$1,648.15 DR
30 Mar 2022	30 Mar 2022	General interest charge			\$0.00
30 Mar 2022	29 Mar 2022	Payment received		\$1,133.60	\$0.00
21 Mar 2022	28 Mar 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$1,133.60		\$1,133.60 DR



Activity statement 004

Date generated	20 October 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

16 results found - from 20 October 2021 to 20 October 2023 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
16 Oct 2023	13 Oct 2023	Payment received		\$408.00	\$0.00
12 Oct 2023	30 Oct 2023	Original Activity Statement for the period ending 30 Sep 23 - PAYG Instalments	\$408.00		\$408.00 DR
27 Jun 2023	27 Jun 2023	General interest charge			\$0.00
27 Jun 2023	26 Jun 2023	Payment received		\$156.00	\$0.00
23 Jun 2023	28 Jul 2023	Original Activity Statement for the period ending 30 Jun 23		\$0.00	\$156.00 DR
1 May 2023	1 May 2023	General interest charge			\$156.00 DR
30 Apr 2023	28 Apr 2023	Original Activity Statement for the period ending 31 Mar 23 - PAYG Instalments	\$156.00		\$156.00 DR
21 Mar 2023	21 Mar 2023	General interest charge			\$0.00
21 Mar 2023	20 Mar 2023	Payment received		\$156.00	\$0.00
5 Mar 2023	28 Feb 2023	Original Activity Statement for the period ending 31 Dec 22 - PAYG Instalments	\$156.00		\$156.00 DR
15 Nov 2022	15 Nov 2022	General interest charge			\$0.00
15 Nov 2022	14 Nov 2022	Payment received		\$156.00	\$0.00
1 Nov 2022	1 Nov 2022	General interest charge			\$156.00 DR
28 Sep 2022	28 Oct 2022	Original Activity Statement for the period ending 30 Sep 22 - PAYG Instalments	\$156.00		\$156.00 DR
19 Jul 2022	18 Jul 2022	Payment received		\$153.00	\$0.00
11 Jul 2022	28 Jul 2022	Original Activity Statement for the period ending 30 Jun 22 - PAYG Instalments	\$153.00		\$153.00 DR




PAYG Instalments report 2023

Tax Agent 25957257
Last Updated 14/10/2023

TFN	Client Name	Quarter 1 (\$)	Quarter 2 (\$)	Quarter 3 (\$)	Quarter 4 (\$)	Total Instalment (\$)
535681698	THE TRUSTEE FOR DG SUPER FUND	156.00	156.00	156.00	0.00	468.00

Total No of Clients: 1

Offer of Finance Facility

DATE: 31 March 2023
TO:  D & L Di Gregorio Pty Ltd ACN 646 093 656 as trustee for DG Super Fund
PROPERTIES: 70 Great Ryrie Street, Heathmont VIC 3135

Dear Trustees,

This offer letter supersedes all prior offers.

IMPORTANT

Please note this document does not contain all of the terms of this loan facility. Additional terms and information are contained in the document entitled Facility Terms (SMSF) (*facility terms*) made available with this document.

The *facility terms* should be read in conjunction with this *facility offer*.

The meaning of the words shown in this *facility offer* letter in italics are defined in the *facility terms*.

There may be additional costs payable by you if you repay this loan early depending on the date of repayment. These may include *early repayment fees* and/or *break costs*. You should read the sections entitled Early Repayment in this *facility offer* and the *facility terms* carefully.

Connective is pleased to advise you that your loan application has been approved upon the terms and conditions set out in this *facility offer* and the *facility terms*. This offer is made through **Connective** by Think Tank Group Pty Ltd ACN 117 819 084 (**TT**) on behalf of BNY Trust Company of Australia Limited ACN 050 294 052 (**the lender**).

Type of Facility

SMSF Loan

Borrower

D & L Di Gregorio Pty Ltd ACN 646 093 656 as trustee for DG Super Fund
1/21 Edna Street, Heathmont VIC 3135

Security Trustee

Di Gregorio Investments Pty Ltd ACN 666 507 286 as trustee for Great Ryrie Street Property Trust
1/21 Edna Street, Heathmont VIC 3135

Guarantor(s)

Di Gregorio, Luciano
1/21 Edna Street, Heathmont VIC 3135
Georges, Dina Yousif
1/21 Edna Street, Heathmont VIC 3135

Total Facility Limit

\$282,000.00 (Two Hundred Eighty Two Thousand Australian Dollars).

Term of the Facility

360 months.

Purpose

Purchase of commercial investment property through SMSF.

Security and Guarantees

The following *securities* are to be held by or on behalf of the *lender* in registrable form prior to the drawdown of the *facility*.

Registered first mortgage provided by the *security trustee* over the legal interest in property located at 70 Great Ryrie Street, Heathmont VIC 3135 (*borrower superannuation fund property*).

Charge over the beneficial interest in the *borrower superannuation fund property* by the *borrower*.

Guarantee and indemnity by the *security trustee* and the *guarantors*.

Drawdown

There is to be one (1) drawdown of the *facility* only.

Interest Rate and Interest Rate Review

Interest is calculated as set out in the *facility terms*. The *interest rate* applicable to this *facility* is set out below.

Variable interest rate

interest rate: the *Commercial Bill Reference Rate* (30 day rate) plus a margin of 1.30% per annum.

The *Commercial Bill Reference Rate* will be determined on the 10th day of each month and the *Commercial Bill Reference Rate* current at the *first drawdown date* will be applied to calculate the initial actual *interest rate*. The indicative *interest rate* for the *facility* based on the terms in this *facility offer* is 7.30% per annum. We will give you notice as soon as reasonably practicable after any changes to the *Commercial Bill Reference Rate* which may be done by publishing the change on our website.

Acting reasonably and to the extent necessary to protect our legitimate business interests we may vary the margin if we give you 90 days' notice, or shorter if the change is not adverse to you.

Payments

The *interest rate* and the monthly payment amount will be determined on the *first drawdown date* and the monthly payment amount(s) set out below are indicative only.

The first payment is to be made on the date one month from the *first drawdown date* and subsequent payments are to be made in arrears monthly thereafter at the end of each monthly *interest period*.

In the event that any due date for payment is not a *business day* payment is to be made on the immediately succeeding *business day*.

The actual amount of the monthly payment may vary each month in accordance with *interest rate* movements (except during *fixed interest rate periods*) and the number of days in each month.

The actual amount of the monthly instalments payable by you may be different from the indicative amounts shown below and will be notified to you by *TT* after the drawing of the *facility*.

Principal and Interest Payments

You are required to make monthly payments of principal and interest. You must pay 360 monthly instalments of principal and interest in arrears of \$1,933.46. The first monthly principal and interest payment is due on the date one month from the *first drawdown date*.

Payment Frequency

At a minimum you are required to make payments on a monthly basis. The amounts set out above are your minimum monthly repayment amounts. We will accept payments at the intervals

selected by you in your loan application if this is permissible for this *facility*. The payment frequency applicable at the commencement of this *facility* is as specified below:

Payment Frequency Selected: APP-0000015234

Monthly *

Fortnightly

Weekly

**payment frequency will be monthly if you make no selection in your loan application or if you are making interest only payments.*

For weekly payments, the amount payable is $\frac{1}{4}$ of the monthly amount set out above. For fortnightly payments, the amount payable is $\frac{1}{2}$ of the monthly amount set out above.

You can only make payments more frequently than monthly during periods where you are making principal and interest payments.

If you would like to change the frequency of your loan payments, the process for this is set out in the *facility terms* at clause 4.9.

Method of Payment

Payments of interest, principal and *line fees* (if any) referred to in this *facility offer* are to be made by direct debit from an acceptable account in the name of the *borrower superannuation fund* nominated by you. We will provide you with a direct debit authority for completion and return prior to drawdown of the *facility*. If you do not already have an account in the name of the *borrower superannuation fund* you will need to open one.

Costs, Fees and Taxes

All payments are calculated to be exclusive of government duties, fees and taxes.

Early Repayment

Do Early Repayment Fees apply to this facility: **YES** **NO**

If **YES** has been selected above, then *early repayment fees* apply, and the provisions below will apply to you.

If **NO** has been selected above, then this section does not apply to you but the section below this section in relation to break costs will apply if you have fixed your interest rate

We have and will continue to incur costs in establishing this *facility* which will are not completely covered by your establishment fee. If you repay this *facility* within 3 years from the *first drawdown*

date, we will not have entirely recouped our costs and will need to charge you an *early repayment fee* which includes our unrecovered establishment costs.

A summary of what you have to pay when you repay within 3 years or during a *fixed interest rate period* is set out below.

- If you repay the whole of the principal within 3 years from the date of drawdown of this *facility* you will have to pay an *early repayment fee* equal to 3 month's interest on the amount repaid unless repayment is from the proceeds of sale of *real estate security* or from your own cash funds in which case the *early repayment fee* will be reduced to 1 month's interest on the amount repaid. Further provisions are at clause 5 of the *facility terms*.
- If you make any repayments of principal regardless of the amount during a *fixed interest rate period* you will have to pay *break costs*. The method of calculation of *break costs* is set out at the definition of *break costs* at clause 19 of the *facility terms* and further provisions are at clause 5 of the *facility terms*. In addition, if this occurs within 3 years of the date of drawdown of this *facility* the *early repayment fee* referred to above will also be payable.
- If the early repayment occurs during a *fixed interest rate period*, an administration fee will also be payable. At the date of this *facility offer* the administration fee is \$50.00. However, this may be subject to change from time to time.

WARNING

You need to factor these fees in if you want to repay your loan within the first 3 years of the *facility term*.

Break Costs – Repayment during a Fixed Interest Rate Period

In addition, if you repay principal during a *fixed interest rate period*, *break costs* will be payable. As we will source the funds for this *facility* externally, if you repay any part of it early during a *fixed interest rate period*, we may incur loss. *Break costs* represent the loss incurred by us.

WARNING

If your loan is a fixed rate loan, *break costs* may be significant. It is highly recommended that you seek the advice of an independent financial advisor prior to entering into this loan. It is also recommended that you seek an estimate of *break costs* prior to making any additional or early repayments as well as the advice of an independent financial advisor.

If you make any repayments of principal regardless of the amount during a *fixed interest rate period*, you will have to pay *break costs*. The method of calculation of *break costs* is set out at the definition of *break costs* at clause 18 of the *facility terms* and further provisions are at clause 5 of the *facility terms*. In addition, if this occurs within 3 years of the date of drawdown of this *facility* and the *early repayment fee* applies to this *facility*, the *early repayment fee* referred to above will also be payable.

If the early repayment occurs during a *fixed interest rate period*, an administration fee will also be payable. At the date of this *facility offer* the administration fee is \$50.00. However, this may be subject to change upon 30 days' notice to you or shorter if the change is not adverse to you.

Loan to Valuation Ratio

60%

Introducer

CONNECTIVE (ABN: 77 161 731 111)

The *introducer* may be entitled to receive payment of an upfront commission as part of the establishment fee and a trailing commission for the term of the *facility*.

Fees

You must pay the following non-refundable fees and charges to establish this *facility*:

- *Establishment fee*: \$2,946.90.
- *Mortgage lender's title insurance policy premium*: \$363.00.
- Government and statutory fees such as stamp duty and registration fees.
- Legal fees on preparation of the *transaction documents* and due diligence on the *security* including review of trust deeds, constitutions and leases.
- Fees for other external consultants such as valuers, environmental consultants and quantity surveyors.
- Settlement fee: \$450.00. This will be deducted from the *facility* on drawdown by the *lender*.

By signing this *facility offer* you indemnify **TT** and the *lender* for all costs and expenses payable under this *facility offer* or otherwise arising out of this *facility* in accordance with the *facility terms*.

Conditions to Be Met Prior to Funding

You cannot make a drawdown of this *facility* until the following conditions are satisfied:

1. we or our solicitors must hold executed *transaction documents* in registrable form. Once you accept this *facility offer*, *transaction documents* will be prepared and submitted to you for execution;
2. all general *conditions precedent* as defined in the *facility terms* must be met;
3. we receive evidence of insurance of all *real estate security* upon terms acceptable to us noting the interest of **BNY Trust Company of Australia Limited** as a **co-insured** in accordance with the requirements in the *facility terms*;
4. we must be holding a *valuation* for each *real estate security* acceptable to us at our discretion. The *valuation* must include a review of each lease of any part of the *real estate security*;

5. our solicitors to review and to be satisfied in all respects with the terms of the *superannuation fund trust deed* and any variations of the *superannuation fund trust deed* as well as the terms of the *security trust deed* and any variations. This review is for our own purposes and neither **TT** nor the *lender* shall be taken to have made any warranty or representation:
 - (a) as to the compliance of this *facility* or the structure of the transaction contemplated by this *facility* with any *law* including the *SIS Act*; or
 - (b) in relation to the taxation consequences to the *borrower* or any other party as a result of entry into this *facility*;
6. Full copy of exchanged Contract of Sale of Land specifying the security trustee as purchaser.
7. Copy of executed Bare Trust Deed, to include correct property asset details.
8. Copy of the investment strategy of the borrower superannuation fund which must allow borrowing for the purposes of investment and the acquisition of property in the nature of the borrower superannuation fund property must be provided and be found acceptable to us, and Minutes confirming acceptance.
9. Copy of Building Insurance under Di Gregorio Investments Pty Ltd ACN 666 507 286 ATF Great Ryrie Street Property Trust to confirm insurance premium amount of \$2,026.69 annually.

Expiry of Offer

This offer will expire unless accepted within 14 days from the date of this letter. Once accepted, this offer will expire unless the *facility* is drawn down within 2 months from the date of this letter.

This offer can be withdrawn by **TT** on behalf of the *lender* without liability should any fact or circumstance exist or arise later which **TT** or the *lender* in their sole and absolute discretion believe renders it undesirable or impracticable for the *facility* to proceed.

State or Territory of Jurisdiction

VIC

Authorised Users for Online Communications

Each *facility party* agrees that if any individual guarantor or individual borrower for this *facility* or other *authorised user* elects to use our *online services*, this may be taken by **TT** to be consent to receiving statements and other information in connection with the *facility* by email or by accessing that information through our *portal*. **TT** will rely on this consent to communicate with you electronically in respect of the *facility* via the *portal* or otherwise to the email address specified for the *authorised user* in the application for this *facility* or as notified in writing to **TT**. As a result of such consent, you acknowledge that in respect of this *facility*:

- you may not receive paper documents including loan statements and instead will access these through our *portal*;

- the relevant *authorised user* must check the *portal* and emails regularly for notices and other communications from us; and
- we must be advised if the email address of the *authorised user* changes so that we may update our records.

If you do not wish to receive or be given access to electronic copies of documents, in lieu of receiving paper documents, you can tick the box below and we will act accordingly. In addition, your consent to receive access to or receive electronic documents instead of paper documents may be withdrawn at any time by providing notice to us in writing.

I do not wish to receive electronic copies of documents instead of paper documents.

More details about use of *online services* are set out in the *facility terms*.

Acknowledgement

The *borrower*, the *security trustee* and the other *guarantors* hereby acknowledge and agree that they have relied entirely on their own independent advice and inquiries in relation to:

- the structure of this *facility*;
- the compliance of the *borrower*, *security trustee* or the other *guarantors* with the *SIS Act* and/or Australian taxation legislation and other *laws*; and
- the tax consequences of entry into this *facility* or any related transactions,

and shall have no claim against the *lender* or **TT** if the entry into this *facility* or the structure of this *facility* results in the *borrower superannuation fund* or any other party failing to comply with any *law* or results in an adverse taxation outcome. The *lender's* ability to enforce *this agreement* or any *transaction document* shall not be affected by any such failure to comply or adverse taxation outcome.

Mortgage by the Security Trustee

The *borrower* hereby directs the *security trustee* to grant the mortgage over the *borrower superannuation fund property* to the *lender* and the *security trustee* hereby agrees to grant the mortgage over the *borrower superannuation fund property* to the *lender* at the direction of the *borrower*. The *lender* agrees to enter into the mortgage over the *borrower superannuation fund property* at the request of the *security trustee* and the *borrower*.

Charge Over Real Estate by the Borrower

The *borrower* as beneficial owner of the *borrower superannuation fund property* hereby charges all of its right, title and interest in the *borrower superannuation fund property* by way of fixed charge in favour of the *lender* to secure its obligations under *this agreement*.

How to Accept this Offer

Each person or entity named in this *facility offer* as *borrower*, *security trustee* or *guarantor* (if applicable) must sign the **attached** copy of this *facility offer* where indicated and return it to us together with the following things:

- (a) payment in the sum of \$1,473.45 representing part payment of the establishment fee. The balance will be deducted from the *facility* on drawdown by the lender;
- (b) copies of the most recent council rate(s) and water rate notice(s) in respect of the *real estate security*;
- (c) a certified copy of the trust deed establishing the *borrower superannuation fund*;
- (d) a certified copy of the trust deed establishing the *security trust*; and
- (e) a copy of the investment strategy of the *borrower superannuation fund*.

We will not be able to progress the processing of this *facility offer* further until payment of the above fees is confirmed. Payment can be made in accordance with the options described in the tax invoice accompanying this *facility offer*.

We look forward to dealing with you on this transaction.

Yours faithfully



David Nolan
Head of Credit
Think Tank Property Finance

Acceptance of Offer of Facility by Borrower

The *borrower* by signing this letter accepts the *facility offer* upon the terms and conditions set out in it and by signing this letter also agrees to be bound by *the facility terms attached* to this letter.

The *borrower* acknowledges that once signed by the *borrower* this *facility offer* as read in conjunction with the **attached** *facility terms* is a binding contract between the *lender* and the *borrower* as borrower, which can be enforced against the *borrower* by **TT** or the *lender*. The *borrower* acknowledges that it has been recommended to the *borrower* that the *borrower* receives independent legal and financial advice upon the terms of this *facility offer* and the *securities* referred to in this *facility offer*.

The Borrower certifies that:

- (a) it has received financial advice on the financial risk and implications for the *borrower superannuation fund* arising out of entry into this *facility* including:
 - (i) the ability of the *borrower superannuation fund* to make the payments required under this *facility*; and
 - (ii) compliance in all respects with the requirements of the *SIS Act*;
- (b) the financial advice it has received has confirmed that the entry into the transaction contemplated by this *facility* is consistent with the investment strategy of the *borrower superannuation fund*;
- (c) it has access to ongoing financial, accounting and legal advice for the purpose of adequately maintaining the obligations of the *borrower superannuation fund* under the *SIS Act* and the commitments the *borrower superannuation fund* will undertake under the *transaction documents* for this *facility*; and
- (d) it is in possession of sufficient information to properly assess and understand the financial risks and implications arising from the *borrower superannuation fund* entering into this *facility*.

SIGNED for and on behalf of **D & L Di Gregorio Pty Ltd ACN 646 093 656** as trustee for **DG Super Fund**
in accordance with section 127 of the *Corporations Act 2001*

Signature of Sole Director/Director/Secretary

Signature of Director/Secretary

Print Name

Print Name

Acceptance of Facility Offer by Security Trustee

The *security trustee* by signing this letter accepts the *facility offer* upon the terms and conditions set out in it and by signing this letter also agrees to be bound by the *facility terms attached* to this letter.

The *security trustee* acknowledges that once signed by the *security trustee* this *facility offer* as read in conjunction with the **attached** *facility terms* is a binding contract between the *lender* and the *security trustee*, which can be enforced against the *security trustee* by **TT** or the *lender*. The *security trustee* acknowledges that it has been recommended to the *security trustee* that the *security trustee* receives independent legal and financial advice upon the terms of this *facility offer* and the *securities* referred to in this *facility offer*.

SIGNED for and on behalf of **Di Gregorio Investments Pty Ltd ACN 666 507 286 as trustee for Great Ryrie Street Property Trust** in accordance with section 127 of the *Corporations Act 2001*

Signature of Sole Director/Director/Secretary

Signature of Director/Secretary

Print Name

Print Name

Acceptance of Facility Offer by Guarantors

We being named *guarantors* of the facility referred to in this *facility offer* request the *lender* make the loan advance referred to in this letter to the *borrower* and acknowledge our acceptance of the terms and conditions of this *facility* as set out in this letter and the **attached** *facility terms*.

We acknowledge that it has been recommended to us that we receive independent legal and financial advice upon the terms of this *facility offer*, the guarantee and indemnity and the *securities* referred to in this *facility offer*.

SIGNED by Di Gregorio, Luciano
in the presence of:

Witness Signature

Signature

Print Name

Address

SIGNED by Georges, Dina Yousif
in the presence of:

Witness Signature

Signature

Print Name

Address

Declaration of Purpose

Declaration of Purpose for which Credit is provided

If you wish to proceed with the loan you must sign and date this form.

I/We declare that the credit provided to me/us by BNY Trust Company of Australia Limited ACN 050 294 052 is to be applied wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

IMPORTANT

You should only sign this declaration if this loan is wholly or predominantly for:

- **business purposes; or**
- **investment purposes other than investment in residential property.**

By signing this declaration You may lose Your protection under the National Credit Code.

Dated this _____ day of _____ 20____

SIGNED by Di Gregorio, Luciano

in the presence of:

Witness Signature

Signature

Print Name

Address

Date

SIGNED by Georges, Dina Yousif

in the presence of:

Witness Signature

Signature

Print Name

Address

Date

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TAX INVOICE

20 April 2023

 The Trustees
 DG Super Fund
 1/21 Edna Street
 Heathmont VIC 3135

Invoice No.: APP-0000015232-3

TT Loan ID: APP-0000015234

Sequence: 3

Invoice Reference: Property finance facility in the amount of **\$282,000.00** Commercial SMSF Loan
 In the name/s of **D & L Di Gregorio Pty Ltd ATF DG Super Fund**

Fee Description	Amount	GST	Total
Establishment Fee	\$2,679.00	\$267.90	\$2,946.90
Valuation Fee	\$1,200.00	\$120.00	\$1,320.00
Title Insurance	\$333.00	\$30.00	\$363.00
<i>Less amounts already paid</i>	(\$2,539.50)	(\$253.95)	(\$2,793.45)
Total	\$1,672.50	\$163.95	\$1,836.45

Please arrange for payment of **\$1,836.45** by using one of the payment options below. The balance of further fees applicable to your loan will be deducted under your authority at the time of settlement.

Retain for your records Date Paid 4/04/2023 Amount Paid \$2,793.45

In order to progress your loan application, please complete this section and return the invoice in full to our lawyers with your signed mortgage documents.

Invoice No.: APP-0000015232-3

Loan Ref: DG Super Fund

IRREVOCABLE AUTHORITY

I/We irrevocably authorise the duly empowered legal representatives of Think Tank Group Pty Ltd to deduct the amount **\$1,836.45** from the settlement proceeds to be paid to Think Tank Group Pty Limited as satisfaction of the outstanding fees for the finance facility in the name of:

D & L Di Gregorio Pty Ltd ATF DG Super Fund

*In support of Thinktank's \$100.00 donation to **Good Return**, please also deduct \$100.00 from the settlement proceeds and provide me/us with an eligible tax deduction receipt:*

Signature of Borrower

Signature of Borrower

Name

Name

Date

Date

TRUST ACCOUNT RECEIPT



RECEIPT NO. 28428
DATE 17 MAR 2023
ISSUED BY ROSA HOWELL

COMPANY NAME Appleby
COMPANY ADDRESS 20 Station Street, Bayswater, VIC 3153,
Australia
PRINCIPAL NAME Nick Draffin
PHONE 0387279555
ABN 44 004 648 542

VENDOR Paul Fanton
PROPERTY 70 Great Ryrie Street, HEATHMONT, VIC 3135,
Australia

RECEIVED FROM

RECEIPT FROM

D & L Di Gregorio Pty Ltd ATF DG Super Fund &/or
Nominee

OF

Level 12/99 William Street, MELBOURNE

TO ACCOUNT

LEDGER NAME

D & L DiGregorio Pty Ltd

VENDOR

Paul Fanton

PURCHASER

D & L Di Gregorio Pty Ltd ATF DG Super Fund &/or
Nominee

PROPERTY ADDRESS

70 Great Ryrie Street, HEATHMONT, VIC 3135,
Australia

TRUST ACCOUNT

R E Appleby Pty Ltd Sales Trust Account

RECEIPT DETAILS

RECEIPT TYPE

EFT

DESCRIPTION

Full Deposit



AMOUNT

\$50,500.00

SIGNATURE:

.....

PRINTED BY Rosa Howell
PRINTED 27 Mar 2023
ISSUED 20 Mar 2023

**COMMERCIAL INSURANCE
ACCOUNT SUMMARY**

Page 1

Client Original

DI GREGORIO INVESTMENTS PTY LTD ATF
U 1 21 EDNA ST
HEATHMONT VIC 3135

Doc No: 328-7501/1/3
Client No: 14-4280
Issue Date: 3/04/2023
Policy No: BP 328-7501
Team: RACV RAC
Requested By: AB5

Insured: DI GREGORIO INVESTMENTS PTY LTD ATF GREAT RYRIE STREET PROPERTY TRUST

ABN:

SUMMARY OF INSTALMENTS

As previously agreed, this policy is subject to instalment payments which will automatically be deducted from your Statement Savings account, National Australia Bank Limited 083-004 401175426 in accordance with your instructions.

The **monthly** payments will comprise of an initial instalment of **\$168.90** (including \$14.05 GST), commencing on **26/04/2023** and 11 instalments of **\$168.89** (including \$13.95 GST), being a total premium of **\$2,026.69** (including \$167.50 GST).

Should you wish to alter your instructions, please advise us immediately.

If we offer to renew your insurance policy at the end of the current period of insurance, your policy will automatically renew from expiry using the payment information you have previously provided for this policy. If you wish to opt out of this automatic renewal process please seek to review your policy details and the renewal offer prior to making payment by contacting us directly prior to expiry of your current policy. If you opt out of the automatic renewal process and you do not pay for your renewal by the due date, your cover will lapse at the expiry date.

PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORDS.

This document will become a Tax Invoice upon payment.

If you are registered for GST purposes, your Input Tax Credit entitlement is based on the amount shown above. Please note that in accordance with the GST law relating to insurance premiums the GST amount may be less than 1/11th of the total amount payable.

CC 000144280 00

Direct Debit Request Service Agreement

You have chosen to pay your policy by direct debit. This agreement outlines the terms and conditions applicable to your direct debit request. You agree to these terms and conditions unless you notify us otherwise before the first debit day.

Definitions

Account means the account held at *your financial institution* from which *we* are authorised to arrange funds to be debited.

Agreement, means this Direct Debit Request Service Agreement between us and you, including the *direct debit request*.

Business Day and banking day means a day other than Saturday or Sunday or a listed public holiday.

Debit Day means the day that payment is due under your policy or repayment agreement.

Debit payment means a particular transaction where a debit is made, according to *your direct debit request*.

Direct debit request means the *Direct Debit Request* between us and you.

Us, we and *our* means the company *you* have authorised to debit *your* account.

You means the customer(s) who provided consent to the *direct debit request* agreement.

Your financial institution is the financial institution where you hold the *account* that you have authorised *us* to arrange to debit.

1. Debiting your account

1.1 By providing consent to a *direct debit request*, you have authorised *us* to arrange for funds to be debited from *your* account according to the agreement *we* have with *you*.

1.2 *We* will only arrange for funds to be deducted from *your* account:

- * As authorised in the *direct debit request*; and/or
- * According to any notice sent to *you*, by us, specifying the amount payable for a product and the date the payment is due.

1.3 If the *debit day* falls on a day that is not a banking day *we* may direct *your* financial institution to debit *your* account on the following or previous banking day. If *you* are unsure about which day *your* account has or will be debited, please contact our office.

2. Changes by us

2.1 *We* may vary any details in this *agreement* or a *direct debit request* at any time by giving you at least seven days written notice.

3. Changes by you

3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us*.

3.2 If you wish to stop or defer a *debit payment* you must contact *us* at least seven business days before the next *debit day*.

3.3 *You* may also cancel *your* request for *us* to debit *your* account at any time by contacting us at least seven business days before the next debit day.

4. Your obligations

4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your* account to allow a *debit payment* to be made.

4.2 If there are insufficient clear funds in *your* account to meet a *debit payment*:

- * *You* or *your* account may be charged a fee and / or interest by *your* financial institution.

- * *You* or *your* account may be charged a fee to reimburse *us* for charges *we* have incurred for the failed transaction.

- * *You* must arrange for the payment to be made by another method or arrange for sufficient clear funds to be in *your* account within the next 14 days or another time *we* agree with *you* so that *we* can process the *debit payment*.

4.3 Please check *your* account statement to verify that the amounts debited from *your* account are correct.

4.3 If *we* are liable to pay goods and services tax (GST) on a supply made in connection with this *agreement*, then you agree to pay us on demand an amount equal to the GST included in the consideration payable for the supply.

5. Dispute

5.1 If *you* believe that there has been an error in debiting *your* account *you* should contact *us* as soon as possible so that *we* can resolve *your* query quickly. *We* may request written confirmation of the transaction.

5.2 If *our* investigations show that *your* account has been incorrectly debited *we* will arrange for *your* financial institution to adjust *your* account (including interest and charges) accordingly.

5.3 If *our* investigations show that *your* account has not been correctly debited *we* will respond to *your* query by providing *you* with reasons and copies of any evidence for this finding.

5.4 Any queries *you* may have about an error made in debiting *your* account should be directed to *us* in the first instance so that *we* can attempt to resolve the matter between *us* and *you*. If *we* cannot resolve the matter you can still refer it to *your* financial institution which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf.

6. Accounts

6.1 *You* should check:

- * With *your* financial institution whether direct debiting is available from *your* account as direct debiting is not available on all accounts offered by financial institutions.
- * *Your* account details which *you* have provided to *us* are correct by checking them against a recent account statement.

6.2 Warning: if the account number you have quoted is incorrect, you may be charged a fee to reimburse our costs in correcting any deductions from:

- * an account *you* do not have authority to operate, or
- * an account *you* do not own.

7. Confidentiality

7.1 *We* will keep any information (including *your* account details) in *your direct debit request* confidential. *We* will make reasonable efforts to keep any such information *we* have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make unauthorised use, modifications, reproduction or disclosure of that information.

7.2 *We* will only disclose information that *we* have about *you*:

- * to the extent specifically permitted by law; or
- * for the purposes of this *agreement* (including disclosing information in connection with any query, dispute or claim).

8. Notice

If *you* have any questions relating to this *agreement*, you should telephone the office looking after your *direct debit* on the number listed below:

SGIO	1300 768 381
SGIC	1300 768 381
NRMA Business Insurance	1300 768 381
RACV Business Insurance	1300 768 381
Motor Trade Direct	1300 768 381
CGU Workers Compensation	(08) 6399 5647
CGU Business Insurance	13 24 81

whichever is applicable.

8.1 *We* will notify *you* by sending a notice in the ordinary post to the last address *you* notified to *us*.

8.2 Any notice will be deemed to have been received three business days after it is posted.

**BUSINESS INSURANCE
CERTIFICATE OF INSURANCE**

Page 1

Client Original

DI GREGORIO INVESTMENTS PTY LTD ATF
U 1 21 EDNA ST
HEATHMONT VIC 3135

Doc No: 328-7501/1/3
Client No: 14-4280
Issue Date: 3/04/2023
Policy No: BP 328-7501
Team: RACV RAC
Requested By: AB5
Transaction Date: 3/04/2023

You're now in safe hands

Welcome, and thank you for choosing RACV Business Insurance.

WE'RE HERE TO HELP, WHENEVER YOU NEED US

This folder contains your important documents, like your Certificate of Insurance and policy information.

Please take the time to check that the sum(s) insured and cover set out in the Certificate of Insurance are appropriate to cover the property insured under this policy. If you require changes to your sum(s) insured or cover, please contact us directly.

Have a read through, and if you'd like anything explained or you find your insurance needs change in the future, just give one of our Business Insurance Specialists a call on 1300 133 614. Even making a claim is easy, simply call 1300 133 614.

We look forward to helping you in every way we can.

Sincerely,

The RACV Business Insurance Team

**BUSINESS INSURANCE
CERTIFICATE OF INSURANCE**

Doc No: 328-7501/1/3
Client No: 14-4280
Issue Date: 3/04/2023
Policy No: BP 328-7501
Team: RACV RAC
Requested By: AB5
Transaction Date: 3/04/2023

Insured: DI GREGORIO INVESTMENTS PTY LTD ATF GREAT RYRIE STREET PROPERTY TRUST

Please contact us to provide your ABN.

Registered for GST: No

Input Tax Credit: 0.00 (%)

Our records indicate the Input Tax Credit entitlement on this policy is the amount indicated above. Please advise us immediately if the entitlement differs from that indicated.

Insurer: Insurance Australia Limited

Business: Property Owner of : Retail Shops - Less

We confirm cover for the period **24/04/2023** to 4 pm **24/04/2024** and are pleased to provide a copy of your Business Insurance Policy. Only the risks specified below are covered for the abovementioned period unless otherwise stated.

Situation: 70 GREAT RYRIE ST HEATHMONT VIC 3135

Section 1: Property

Flood Cover: : Not Covered

Excess \$500

Premium: **\$1,186.93**

Risk 1: Buildings

Sum Insured: **\$500,000.00**

Settlement Basis

Replacement Cost

Section 2: Business Interruption

Indemnity Period 24 Months

Premium: **\$22.32**

Risk 2: Gross revenue

Revenue: **\$30,000.00**

Situation: WITHIN THE TERRITORIAL LIMITS HEATHMONT VIC 3135

Section 5: General & Products Liability

Excess \$500

Premium: **\$397.98**

Risk 3: General and Products Liability

Limit of Liability: **\$20,000,000.00**

Number of Full Time Employees 2

Turnover \$15,000

Risk 4: Property in Physical or Legal Control

**BUSINESS INSURANCE
CERTIFICATE OF INSURANCE**

Doc No: 328-7501/1/3
Client No: 14-4280
Issue Date: 3/04/2023
Policy No: BP 328-7501
Team: RACV RAC
Requested By: AB5
Transaction Date: 3/04/2023

Limit: **\$250,000.00**

Premium Breakdown

This Year 24/04/2023 to 4 pm 24/04/2024

Premium	\$1,607.23
Terrorism Premium	\$67.72
GST	\$167.50
Stamp Duty	\$184.24
Client Premium	\$2,026.69

The following Sections are not covered:

Section 3 - Theft & Money

Section 4 - Glass

Section 6 - Employee Dishonesty

Section 7 - Machinery

Section 8 - Computer & Electronic Equipment

Section 9 - Portable Property

Section 10 - Taxation Investigation

Section 11 - Personal Accident & Illness

Section 12 - Commercial Motor Vehicles

**BUSINESS INSURANCE
CERTIFICATE OF INSURANCE**

Doc No: 328-7501/1/3
Client No: 14-4280
Issue Date: 3/04/2023
Policy No: BP 328-7501
Team: RACV RAC
Requested By: AB5
Transaction Date: 3/04/2023

Subject to the Terms, Conditions, Exclusions, Limits and Endorsements of the Policy

Sincerely,

The RACV Business Insurance Team

**BUSINESS INSURANCE
CERTIFICATE OF INSURANCE**

Doc No: 328-7501/1/3
Client No: 14-4280
Issue Date: 3/04/2023
Policy No: BP 328-7501
Team: RACV RAC
Requested By: AB5
Transaction Date: 3/04/2023

IMPORTANT INFORMATION

Please read the entire document (including Important Information) carefully and do not hesitate to contact us if you are uncertain of any aspect.

Before you enter into a contract of insurance with us you should carefully read the following statement of your legal responsibilities.

1. Cost of the insurance

The key factors that influence the Premium calculation are reflected in the questions asked and the information sought at the time of Your enquiry or application for insurance. The factors vary depending on the type of insurance You have selected.

For information on how your insurance premium is calculated, please contact us to discuss. To learn more about general premium calculations you may refer to the Insurance Council of Australia website <http://understandinsurance.com.au/premiums-explained>

ALFORD LEGAL PTY LTD - TRADING AS KEN SMITH & ASSOCIATES

STATEMENT OF ACCOUNT

**Di Gregorio Investments Pty Ltd ATF Great Ryrie Street Property Trust
purchase from Fantin**

■ **Property: 70 Great Ryrie Street, Heathmont VIC 3135**

Settlement as at 8 June 2023

To: Amount due on settlement (as per attached Statement adjustment sheet)		\$454,056.23
To: Our memorandum of costs & disbursements	■	\$2,430.99
To: Land Titles Office (registration of Transfer & mortgage)		\$1,389.40
To: State Revenue Office (stamp duty on transfer)		\$25,370.00
To: PEXA settlement fee		\$123.97
To: Mortgagee's establishment fee		\$1,836.45
To: Makinson d'Apice Lawyers – mortgagee's legal fees		\$2,833.55
To: Mortgagee's PEXA fee	■	\$62.04
By: Amount provided by BNY Trust Company Australia (mortgagee)	\$281,550.00	
By: Balance required for settlement	\$206,552.53	
	<hr/>	<hr/>
	\$488,102.53	\$488,102.63
	<hr/>	<hr/>

**DI GREGORIO INVESTMENTS PTY LTD ATF GREAT RYRIE STREET PROPERTY TRUST FROM
FANTIN
PROPERTY: 70 GREAT RYRIE STREET, HEATHMONT**

STATEMENT OF ADJUSTMENTS

DATE OF SETTLEMENT: 08/06/2023

	VENDOR	PURCHASER
Maroondah City Council - Rates, Charges & Levies		
No adjustment required – paid by tenant		0.00
Yarra Valley Water –		
No adjustment required – paid by tenant		0.00
Purchaser allows vendor's conveyancer's fee on Nomination (SC 2)		220.00
Purchaser allows vendor's conveyancer's fee on Finance extension (SC 3)		220.00
RENTAL		
Rent paid to 30/06/2023 at \$1,221.88 Monthly		
Vendor allows 22 days	883.77	
	<u>\$883.77</u>	<u>\$440.00</u>
Less Purchaser's Proportion	440.00	
VENDOR TO PAY PURCHASER	<u><u>\$443.77</u></u>	

SETTLEMENT STATEMENT

Purchase Price:	505,000.00
Less Deposit Paid:	<u>50,500.00</u>
Balance:	454,500.00
Less adjustments:	<u>443.77</u>
BALANCE DUE TO VENDOR:	<u><u>\$454,056.23</u></u>

SETTLEMENT CHEQUES

PEXA	123.97
	<u>453,932.26</u>
TOTAL CHEQUES:	<u><u>\$454,056.23</u></u>

Prepared on: **6 June 2023**

By: **ALFORD LEGAL PTY LTD - TRADING AS KEN SMITH & ASSOCIATES**

Our Ref: **JB:29664**

E. & O. E.

MAKINSON d'APICE

L A W Y E R S

5 June 2023

Acct Ref: 232074:NBM:WJR

ABN 83 586 046 478

Bill No:

Lending Manager
BNY Trust Company of Australia Limited

Payable by:
D & L Di Gregorio Pty Ltd ACN 646 093 656 as trustee for DG Super Fund of C/- Pgp Consulting Pty Ltd, Level 12, 99 William Street, Melbourne VIC

TAX INVOICE

BNY Trust Company of Australia Limited
Advance to D & L Di Gregorio Pty Ltd as trustee for DG Super Fund
Property: 70 Great Ryrie Street, Heathmont VIC
Loan ID: APP0000015234

PROFESSIONAL FEES:

To our costs of acting for BNY Trust Company of Australia Limited ACN 050 294 052 in relation to the Mortgage advance of \$282,000 secured by a registered Mortgage over 70 Great Ryrie Street, Heathmont VIC 3135	\$2,000.00
To our costs of acting for BNY Trust Company of Australia Limited ACN 050 294 052 in relation to the Perusal of Lease	\$300.00
TOTAL FEES	\$2,300.00
GST APPLIED	\$230.00
TOTAL FEES INCLUDING GST	\$2,530.00

FUNDS DISBURSED ON YOUR BEHALF:

Title Search Fees* (GlobalX)	\$20.20
ASIC & PPSR Search Fee* (GlobalX)	\$72.30
Bankruptcy Search Fee* (Infotrack)	\$64.00
DocuSign* (DocuSign)	\$10.00
Express Post*	\$15.00
Priority Notice - VIC Lodgement Fee (PEXA)	\$31.30
Priority Notice - Service Fee* (PEXA)	\$9.00
Web VOI* (Infotrack)	\$21.00

Document4

ABN 83 586 046 478

Level 10, 135 King Street, Sydney NSW 2000
GPO Box 495, Sydney NSW 2001
DX 296 Sydney

T +61 (0)2 9233 7788
F +61 (0)2 9233 1550
mail@makdap.com.au
www.makdap.com.au



Final Search and Administrative Fees* ()	\$36.00
GST APPLIED	\$24.75
TOTAL DISBURSEMENTS INCLUDING GST	\$303.55

* Denotes disbursements subject to GST

TOTAL COSTS AND DISBURSEMENTS	\$2,833.55
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Summary of Amount Due by Borrower:

Total Fees	\$2,300.00
Total Disbursements	\$278.80
Total GST Applied	\$254.75

Professional Fees & Disbursements Now Due	\$2,833.55
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With compliments


Makinson d'Apice Lawyers

E & O E

The Legal Profession Uniform Law (NSW) requires that the following advice be given:

Notification of Client's Rights

You may request an itemised bill from us after receiving a bill that is not itemised or is partially itemised within 30 days after the date on which the legal costs become payable.

In the event of a dispute in relation to legal costs you may:

- seek the assistance of the NSW Commissioner;
- have the costs assessed.

A complaint to the NSW Commissioner, in relation to this bill, must be made within the required period of 60 days after the legal costs become payable or if an itemised bill was requested, 30 days after that request was complied with. The NSW Commissioner may waive the time requirement if satisfied that the complaint is made within 4 months after the required period and it is just and fair to deal with the complaint, having regard to the delay and reasons for the delay.

An application for costs assessment must be made within 12 months after:

- (a) the bill was given to you, or the request for payment was made to you, the third party payer or other law practice; or
- (b) the legal costs were paid if neither a bill nor a request was made.

We may give you an interim bill covering part only of the legal services we were retained to provide. Legal costs that are the subject of an interim bill may be assessed either at the time of the interim bill or at the time of the final bill, whether or not the interim bill has previously been assessed or paid.

If this is a lump sum bill and you request an itemised bill, which exceeds the amount specified in this lump sum bill, the additional costs may be recovered from you only if the costs are determined to be payable after a costs assessment or after a binding determination by the NSW Commissioner.

Payment from Trust Account

We will consider ourselves authorised to apply any money held by us on your behalf in our trust account which is available for the payment of costs towards payment of this bill at the expiration of 7 days after this bill is sent to you, unless you specifically advise us to the contrary.

Interest

Interest will be charged on unpaid legal costs in accordance with the terms of our costs disclosure/agreement. Should the costs disclosure/agreement not deal with the charging of interest, we will charge interest on legal costs which remain unpaid 30 days after giving you this bill, in accordance with the Legal Profession Uniform Law (NSW). The rate of interest is the Cash Rate Target stipulated by the Reserve Bank of Australia as at the date of this bill plus 2%.

Responsible Principal

The responsible principal in respect of this bill is Nancy Bramley-Moore.

Matter: BNY Trust Company of Australia Limited
 Regarding: Advance to D & L Di Gregorio Pty Ltd as trustee for DG Super Fund
 Account Ref: 232074:NBM:WJR
 Amount Due: \$2,833.55
 Date Sent: 5/06/2023
 Bill No:

Direct Deposit OR EFT Payments:

Account: Makinson d'Apice Lawyers
 Bank: Westpac Banking Corporation
 BSB: 032-000
 Account No.: 600-328

If paying by direct deposit or EFT, please quote your Account Ref (232074:NBM:WJR) or Bill No. and email your remittance advice to: remittance@makdap.com.au.

Cheque or Credit Card Payments:

Return this slip with your cheque or credit card details to ensure that the payment is credited to the correct account (Account Ref: 232074:NBM:WJR)

Please Circle:	Mastercard / Visa	Amount:	\$ _____
Card Number:	_____	Expiry Date:	____ / ____
Card Holder	_____	Signature:	_____

Please note a surcharge of 0.3% applies for all credit card payments via Visa or MasterCard. American Express and Diners Club cards are not accepted.



Your 2021-2022 Annual Statement

155133/X/501972
Ms Dina Georges
U 1 21 Edna St
HEATHMONT VIC 3135

Low fees

Rest Core Strategy fees remain 25% lower than the super industry average¹

We know every dollar counts for members and we're committed to keeping fees low. From 25 June 2022 we reduced our administration fee, and this remains one of the lowest admin fees in the market.

For 2021-2022 there have been some changes to our investment fees. Investment fees may vary over time as we seek to maximise the value of your super, in all market conditions. Read more about these and other changes in the 'Important Information - Significant Event Notice' section of your Annual Statement.

Long-term performance remains competitive

In our 34-year history, this is only the fourth time the Core Strategy ended the financial year with a negative return. We know that at times of increased economic uncertainty, it is natural to be concerned. At Rest, we remain focused on delivering competitive long-term returns to help you achieve your retirement goals.

Performance for Core Strategy over 1, 5 and 10 years²

Year	1 year	5 years	10 years
Core Strategy	-2.37%	5.51%	8.06%

For information about the investment options you held at 30 June 2022, visit the Investments section of your Annual Statement.

For more information visit
<https://go.rest.com.au/investmentupdate>
or scan the QR code



¹SuperRatings, Superannuation Market Analysis and Research Tool (SMART), 27 June 2022. Rest's Core Strategy is compared against the default investment option of all publicly available superannuation products tracked by SuperRatings. Fees are subject to change. Taxes, other fees and costs may apply.

²Source: Rest, June 30, 2022. Returns are net of investment fees and tax. The earnings applied to members' accounts may differ. Investment returns are at the investment option level and are reflected in the unit prices for those options. Returns for the ten-year period are annualised returns. Past performance is not an indicator of future performance.

This letter and Annual Statement may contain general advice and has been prepared without taking into consideration your objectives, financial situation or needs. Before making any decision about your Rest Super account or any information contained in this letter and Annual Statement, please consider what is right for you. View and download the Product Disclosure Statement (PDS) and Target Market Determination (TMD), available at <https://rest.com.au/pds> or chat with us online via Live Chat at <https://rest.com.au>

Issued by Retail Employees Superannuation Pty Limited, ABN 39 001 987 739 (Rest), trustee of Retail Employees Superannuation Trust ABN 62 653 671 394 (Fund).

Disclaimer: While every reasonable care has been taken to ensure the benefits and other information in this letter and Annual Statement are correct, neither the Trustee, Rest's administrator, or Rest's insurer can accept liability for any error or misprint in respect of benefits shown.



Annual Statement

1 July 2021 - 30 June 2022

155133/X/501972
Ms Dina Georges
U 1 21 Edna St
HEATHMONT VIC 3135

Do we have your **correct details?**

Email: dj*****@*****

Phone: 040****448

Tax File Number: Provided

You can update your details in our Rest App or at <https://rest.com.au/memberaccess>

Member # 711087760

Here's your Rest Super 2021-2022 Annual Statement

Opening balance \$19,264.08 as at 1 July 2021	Money in* +\$196.25 incl. contributions	Investment earnings -\$418.79 your returns	Money out* -\$942.14 incl. Gov Taxes, Premiums & Fees	Closing balance \$18,099.40 as at 30 June 2022
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*Refer to Transactions section for detailed breakdown

Your investment summary

1 and 10 year performance to 30 June 2022



Your investment options	1 year	10 years
Core Strategy	-2.37%	8.06%

Past performance is not an indicator of future performance. Please see the "Investments" section for more information about the investment options you held at 30 June 2022. The 10-year per annum return is the compound average effective rate of net earnings of the investment option.

Your insurance summary

Your cover as at 30 June 2022



Death	\$377,000.00
Total and Permanent Disability	\$71,500.00
Income Protection (per month)	\$2,125.00

See the Insurance section for more information about your cover



Our administration fee just got even lower

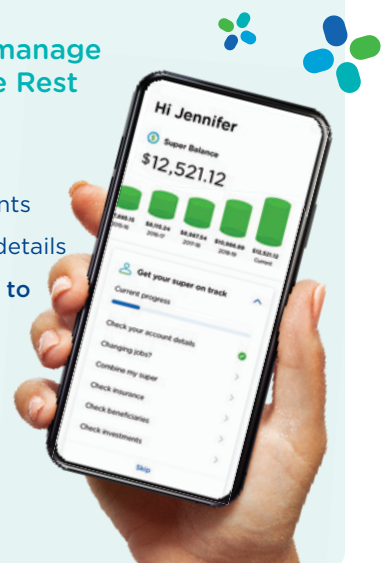
We reduced our administration fee from 25 June 2022 (see "Important information - Significant Event Notice" section). Rest fees are at least 25% lower than the super industry average.**

The Rest App

The easiest way to manage your super. With the Rest App you can:

- Check your balance
- Manage your investments
- Update your personal details

Scan the below QR code to download the App now.



Investments

Your investment options



Your investments	at 1 July 2021			at 30 June 2022		
	Value	Number of units	Unit price ¹	Value	Proportion invested	Future investment allocation
Core Strategy	\$19,264.08	9,083.76	\$1.9925	\$18,099.40	100.00%	100.00%
Total	\$19,264.08			\$18,099.40		

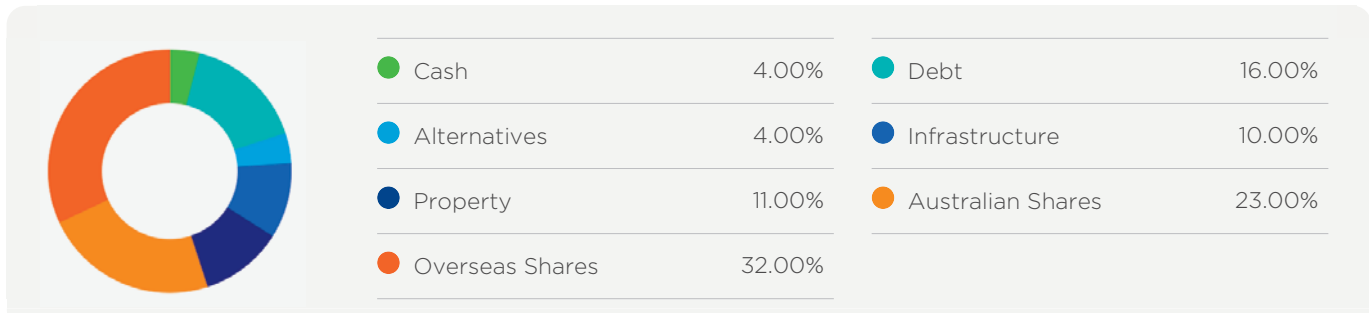
Number of units and Proportion invested (if more than one investment is held) may be subject to rounding

Performance of your investment options

Investment option	return % per year ^{2,3}				
	1 year	5 years	10 years	Since inception	Inception date
Core Strategy	-2.37%	5.51%	8.06%	8.25%	01/07/1988

The investment returns shown above are at the investment option level and are not your individual investment returns. For the investment returns of other investment options go to the 'Investment performance on all investment options' section.

Your asset allocation as at 30 June 2022



Rest offers a range of investment options

Rest has a range of investment options to suit different investment strategies and time horizons. For the investment option(s) you hold or other available investment options, you can obtain further information on objectives, asset allocation, and returns at <https://rest.com.au/investments> or online using MemberAccess, or Live Chat at <https://rest.com.au> or by contacting us on 1300 300 778.

We recommend you seek advice from a financial adviser before you make any decision about your investment strategy.

The latest product dashboard for our MySuper option - Core Strategy, can be found at <https://rest.com.au/dashboard>

1. The unit price is the value of each unit at the specified date. The unit prices shown for 30 June are not used to process transactions, rather they are used to calculate a closing balance for the end of the statement period. 2. All returns shown are after investment fees and tax. These investment returns are compound average effective rate of net earnings of the investment options for 1 year, 5 years, 10 years and since inception to 30 June 2022. 3. Past performance is not an indicator of future performance.

Insurance



Your insurance coverage

The tables below show how much you were covered for, and how much you paid for your cover, based on our records as at 30 June 2022. If you've had a birthday or your insurance cover has changed since 30 June 2022, your cover amounts and insurance costs may have changed from the values shown in the tables. You can find out your current insurance cover and premiums by logging in to <https://rest.com.au/memberaccess> or call us on **1300 300 778**.

If your cover stopped during the reporting period, the amounts shown are the insurance premiums you paid before it stopped.

You can log in to MemberAccess or call us if you want to increase your insurance cover, reduce cover, or cancel some or all of it.

Cover type	Default	Voluntary	Total insurance cover	Yearly insurance premium
Death	\$377,000.00	\$0.00	\$377,000.00	-\$351.00
Total & Permanent Disability	\$71,500.00	\$0.00	\$71,500.00	-\$106.60

Cover type	Waiting period	Max benefit period	Total insurance cover	Yearly insurance premium
Income Protection	60 Days	up to 5 years*	\$2,125.00 per month	-\$373.08

*If you suffer an illness or injury on or after age 58, your benefit period will be limited to 2 years or age 70, whichever comes first. Income protection cover ceases at age 70.

There are some things to consider that can impact your insurance cover and the amount you may receive if you were to make a claim. These things include whether you were performing your full duties without restriction due to injury or illness when you cover started and your employment for the 13 months prior to a claim event for Total and Permanent Disability (TPD) or Income Protection (IP). This means the total cover amount(s) shown above are not guaranteed and are subject to you meeting the terms and conditions of the relevant insurance policy. To find out more about your insurance cover, visit <https://rest.com.au/pds> for our most current Insurance Guide.

If you become Totally and Permanently Disabled (TPD), are diagnosed with a Terminal Illness (TI), or you die, the total amount payable will consist of your account balance plus the TPD or Death (TI is an early payment of Death) insurance cover that you or your beneficiary may be eligible to claim. To be eligible to withdraw the benefit (including the account balance), you'll also need to satisfy a condition of release under super law. To make an insurance claim, you will need to be eligible under the relevant policy terms for Death (including TI), TPD or IP. Our Insurance Guide contains the relevant terms and conditions of your policy and some helpful information should you need to lodge a claim. We're here to help you, or your beneficiaries, through every stage of making a claim. To find out more about the claims process, including instructions on how to make a claim, visit <https://rest.com.au/insurance-claims> or call us on **1300 300 778**.

Beneficiaries



Your nominated beneficiaries

Our records show that you have not nominated a beneficiary.

Nominating a beneficiary helps us determine who will receive your death benefit if you die. The amount of death benefit is your account balance and any insurance benefit (if held) at the time it is paid.

For further information about the different the types of beneficiary nomination options, go to <https://rest.com.au/beneficiaries>

Transactions

Your detailed transaction history for the 2021-2022 financial year



Date	Description	Total amount
01/07/21	Opening balance	\$19,264.08
	+ Money in	+\$196.25
26/08/21	Low Income Superannuation Tax Offset	\$172.95
22/04/22	Low Income Superannuation Tax Offset	\$23.30
	- Investment earnings	-\$418.79
	- Money Out	-\$942.14
	Administration fee adjustment	\$13.65
	Administration fee	-\$114.88
	Insurance premiums	-\$930.78
	Insurance premiums adjustment	\$100.10
	Contributions tax adjustment	\$21.95
	Contributions tax	-\$32.18
30/06/22	Closing balance	\$18,099.40

Additional information on transactions

Administration fee

The fee for administering your account, deducted generally on the last Friday of each month. From 1 July 2021 to 24 June 2022, the fee was \$1.50 per week plus 0.12% p a of your account balance deducted on the last Friday of each month. From 25 June 2022, the fee was \$1.50 per week plus 0.10% p a of your account balance on the last Friday of each month. The percentage-based fee is capped at \$300 per annum.

Investment earnings

The change in value of your account balance for the reporting period which may be positive or negative, taking into account your opening balance, transactions and closing balance.

Government contributions tax

We're required under Federal Government law to apply a contributions tax of 15% to employer contributions received - this includes superannuation guarantee and salary sacrifice contributions. A higher contribution tax rate may apply to contributions if you exceed certain contributions caps or income thresholds. Please see <https://rest.com.au/facts> for details on contribution caps and income thresholds.

Insurance premiums

The amount deducted from your super to pay to the insurer for your insurance cover. This reduces the amount of money your super can invest in and how much money you'll have to fund your retirement. You should think about if you're paying for a level of cover that's right for you and if you have multiple super accounts with insurance.

Contributions tax adjustment

Transactions processed to correct a contribution error and restore the contributions tax to the correct value.

Administration fee adjustment

Transactions processed to correct an error and restore your administration fee to the correct value.

Insurance premiums adjustment

Transactions processed to correct an insurance error and restore the premium to the correct value.

Low Income Superannuation Tax Offset (LISTO)

If you earn \$37,000 or less per year, you may be eligible to receive a LISTO payment into your superannuation contribution account. The LISTO payment is equal to 15% of your total concessional contributions (pre-tax) for an income year, capped at \$500.

How to make other contributions into your account

You may be eligible to make or receive additional contributions into your super account, such as voluntary, spouse, or other types of contributions. For further information, go to <https://rest.com.au/grow>



Fees and costs summary



This approximate amount includes all the fees and costs which affected your investment during the period. More information on these amounts is available in the “Additional explanation of fees and costs” section of this statement.

Fees deducted directly from your account -\$931.91

This amount has been deducted directly from your account (reflected in the transactions listed on this statement).

Administration fee - for administering your account	-\$114.88
Administration fee adjustment	\$13.65
Insurance premiums - payment for your insurance cover	-\$930.78
Insurance premiums adjustment	\$100.10

Fees and costs deducted from your investment -\$120.50

This approximate amount has been deducted from your investment and covers amounts that have reduced the return on your investment and that are not reflected as transactions listed on this statement or in the Additional explanation of fees and costs.

Investment fees [^] - for managing your investments	-\$100.95
Buy-sell spread - transaction cost incurred in buying and selling investments	-\$0.14
Other indirect costs [#]	-\$19.41

TOTAL fees and costs you paid -\$1,062.64

This approximate amount includes all the fees and costs that affected your investment during the period.

[^] This includes any performance related fees, if applicable.

Investment fees may be tax deductible to the fund. Where a tax deduction is claimed, the benefit of the deduction is included in the pool of assets supporting the relevant investment option. This tax benefit is reflected in the form of reduced “Fees and costs deducted from your investment”.

[#] This includes investment related indirect costs and costs met from the Administration Reserve.

How we apply the benefit of tax deductions

Rest receives a tax deduction for certain expenses, such as administration costs, investment fees and expenses, and insurance premiums (if insurance cover is held on your account).

The tax benefit of administration costs goes directly to Rest’s administration reserve where it is used to support the administration services provided to all members of the fund.

The tax benefit of investment fees and expenses is reflected in the unit price you receive for the investment option(s) held.

If insurance cover is held, the tax benefit of insurance premiums goes directly to Rest’s insurance reserve to support the delivery of insurance products and services to members.



Annual Statement

1 July 2021 - 30 June 2022

Administration and Investment fee cap

If your account balance is less than \$6000 on 30 June, or the day you leave the fund, certain fees and costs charged to you for administration and investment are capped at 3% of the account balance on 30 June or the date you exit the fund. Any amount charged in excess of that cap will be refunded. If this is applied to your account, then an 'Administration fee rebate' will be shown in the Transaction section of this statement.

Additional explanation of fees and costs

The following is additional information about the 'Fees and costs deducted from your investment' outlined in the previous section of this statement.

These fees and costs are not deducted directly from your account. Rather, they are an estimate of deductions from the underlying assets in the investment option or are costs met from the Administration reserve, so you bear these costs indirectly.

For this statement, we calculate your average account balance over the financial year, and multiply that average amount by the investment fee and other indirect costs amounts shown in the table on this page. If applicable, information on any buy-sell spreads relating to your investment will appear in the "Fees and costs summary" section of this statement and in this "Additional explanation of fees and costs" section.

Investment fees

The fee for managing your investments, including performance fees, custody fees, investment adviser fees and other investment related costs. This is deducted from the investment earnings of the investment option before the unit price is determined.

Other indirect costs – Indirect Costs related to your investment

Includes expenses such as transactional or operational costs and administrative costs related to your investments. This is deducted from the investment earnings of the investment option before the unit price is determined.

Other indirect costs – Costs met from Administration reserve

The Administration reserve is maintained by us to manage the receipt of administration fees, the receipt of the tax benefit associated with administration expenditure, and the payment of administration expenses.

Over the financial year, if administration expenses exceed the administration fees credited to the Administration reserve, the difference is known as 'costs met from Administration reserves.'

Generally 'costs met from Administration reserve' are covered by the tax benefit the fund received in the Administration reserve.

'Cost met from Administration reserve' is funded from the Administration Reserve (and not from your account) and is a notional estimate based on the total dollar cost met from the Administration reserve divided by the total assets of the Fund.

For the 2021/22 financial year, the 'cost met from Administration reserve' was estimated to be 0.01% pa for all members.

Note: This is a regulatory change to the way fees and costs are disclosed and does not financially impact you. You **are not paying any more fees and costs** and there is **no impact on the performance of your investments** with us because of this regulatory change. This change is simply a regulatory requirement to now include additional information about the costs incurred when investing.

Investment fees and indirect costs related to your investment for the year ended 30 June 2022

Investment option	Investment fee %pa	Indirect costs related to your investment %pa
Core Strategy	0.52%	0.09%
Capital Stable	0.37%	0.10%
Balanced	0.51%	0.11%
Balanced - Indexed	0.00%	0.00%
Diversified	0.62%	0.11%
High Growth	0.70%	0.11%
Sustainable Growth	0.29%	0.02%
Cash	0.04%	0.00%
Bonds	0.20%	0.03%
Property	0.54%	0.21%
Shares	0.50%	0.00%
Australian Shares	0.60%	0.00%
Australian Shares - Indexed	0.00%	0.00%
Overseas Shares	0.42%	0.00%
Overseas Shares - Indexed	0.00%	0.00%
Basic Cash*	0.01%	0.00%

*Basic Cash was closed on 13 August 2021.

Note: The amounts in the table are estimated fees and costs for the 12 months ending 30 June 2022. The actual amount charged in subsequent financial years will depend on the actual costs incurred in those years. Future fees and costs may differ from past fees and costs.

Buy-sell spread

Buy-sell spreads are used to recover estimated transactional and operational costs incurred when buying or selling underlying investments in relation to each investment option.

There will be a separate buy and sell unit price for each investment option, the difference between the prices is a buy-sell spread. When a switch or rollover is invested in an option, Rest will issue units at the buy price. When money is withdrawn from an option, Rest will redeem units at the sell price for that option. For further information on buy-sell spreads refer to

<https://go.rest.com.au/buysellsprefer>

Accessing your super

Your withdrawal benefit of \$18,099.40 at 30 June 2022 is made up of the following amounts



Preserved	The amount available to you when you retire on or after preservation age, leave employment on or after age 60, attain age 65*	\$18,099.40
Restricted non-preserved	The amount available to you after you leave your current employer	\$0.00
Unrestricted non-preserved	The amount you can withdraw at any time	\$0.00

Your withdrawal benefit at the end of the reporting period shown (closing balance) is a notional amount that would have been attributable had you withdrawn your benefit as at 30 June 2022. Your withdrawal benefit at 1 July 2021 (opening balance) was \$19,264.08.

*There are other limited circumstances you may be able to access your super, for further information see <https://go.rest.com.au/accessing-your-super> Before leaving the fund, you should seek information from us about your latest withdrawal benefit, as this amount may be different from the figure shown in this statement.

Investment performance on all investment options

Rest's investment returns

Investment option	Return % per year				Inception date
	1 year	5 years	10 years	Since inception	
Core Strategy	-2.37%	5.51%	8.06%	8.25%	01/07/1988
Capital Stable	-0.32%	3.43%	5.08%	5.63%	01/10/1998
Balanced	-0.91%	4.60%	6.66%	6.61%	01/10/1998
Balanced - Indexed**	-6.99%	N/A	N/A	6.05%	06/12/2018
Diversified	-1.58%	5.99%	8.59%	7.85%	01/10/1998
High Growth	-2.10%	6.91%	9.84%	8.50%	01/10/1998
Sustainable Growth*	-6.62%	N/A	N/A	-0.85%	29/03/2021
Cash	0.50%	1.27%	1.84%	3.47%	01/10/1998
Bonds	-8.09%	-0.15%	2.23%	4.27%	01/10/1998
Property	15.96%	8.55%	8.79%	7.41%	01/03/2002
Shares	-5.78%	7.68%	11.36%	9.23%	01/10/1998
Australian Shares	-3.54%	7.12%	10.00%	9.29%	01/03/2002
Australian Shares - Indexed**	-5.69%	N/A	N/A	7.44%	06/12/2018
Overseas Shares	-8.59%	6.80%	11.40%	6.14%	01/03/2002
Overseas Shares - Indexed**	-6.02%	N/A	N/A	8.73%	06/12/2018
Basic Cash***	0.01%	1.01%	1.73%	2.07%	01/07/2009

* The Sustainable Growth investment option commenced on 29 March 2021. Therefore, 5 and 10 year return figures are not available.

** The Balanced - Indexed, Australian Shares - Indexed, and Overseas Shares - Indexed investment options commenced on 6 December 2018. Therefore, 5 and 10 year return figures are not available.

*** Basic Cash was closed on 13 August 2021, so the 1 year investment performance percentage in the table above reflects the investment performance from 1 July 2021 to 13 August 2021. The investment performance percentages for 5 years, 10 years and since inception reflect the investment performance for the relevant periods to 13 August 2021.

The investment returns shown above are correct as at 30 June 2022. They are at the investment option level and are not your individual investments returns. All investment returns shown are after investment fees and costs and tax. These investment returns are the compound average effective rate of net earnings of the investment options for 1 year, 5 years, 10 years and since inception to 30 June 2022 (as applicable).

Please note the above returns, unless stated otherwise, are calculated on a per annum basis. Past performance is not an indication of future performance.

Important information - Significant Event Notice

Our administration fee has decreased

From 25 June 2022, the administration fee changed from:

- \$1.50 per week plus 0.12% pa of your account balance at the end of the month (0.12% pa component capped at \$300 pa)

to:

- \$1.50 per week plus 0.10% pa of your account balance at the end of the month (0.10% pa component capped at \$300 pa).

On a \$50,000 account balance, this means a fee reduction of \$10 per annum.

For more information about the fees you pay, visit

<https://rest.com.au/fees>

Changes to asset allocations

Effective 30 September 2022, we're changing the benchmark asset allocation for some of the asset classes within our Core Strategy investment option as part of our annual review. The changes to asset class allocation within Core Strategy are:

- Overseas Shares increases from 32% to 33%
- Infrastructure increases from 10% to 11%
- Debt decreases from 16% to 15%
- Alternatives decreases from 4% to 3%.

Australian Shares and Cash benchmark asset allocations for Core Strategy remain the same.

These changes aim to better position the Core Strategy for expected changes in markets and economic conditions. To see the asset allocations for all Rest investment options effective 30 September 2022, go to

<https://rest.com.au/important-changes>

Change to investment fees and indirect costs

Investment fees and indirect costs are estimates and can vary year to year for each investment option. The estimated investment fees and indirect costs for the year 30 June 2022 are shown in the Additional explanation of fees and costs section of this statement.

Compared to 30 June 2021, the investment fees and costs for the year 30 June 2022:

- decrease between 0.01% and 0.19% for the Core Strategy, Sustainable Growth, Shares and Overseas Shares investment options
- increase between 0.01% and 0.08% for the Australian Shares, Balanced, Bonds, Capital Stable, Cash, Diversified, High Growth and Property investment options.

For more information on investment fees and costs, go to

<https://rest.com.au/important-changes>

Investment option asset allocation

We've added the wording below to our Investment Guide to clarify how Rest may vary the asset allocations for investment options other than Core Strategy and Sustainable Growth. Asset allocation for the Core Strategy and Sustainable Growth options will vary year to year within ranges shown in the Investment Guide.

For all options other than the Core Strategy and Sustainable Growth:

- the allocation to an individual asset class may vary by +/- 5% from the benchmark allocation shown, but not

below 0% or more than 100% for an individual asset class

- where an option does not currently have a benchmark allocation to Cash, an allocation of up to 5% may be introduced, and
- the overall allocation to growth assets and defensive assets may vary by +/- 10% from the allocation shown.

For more information about asset allocation in Rest's investment options, refer to the Investment Guide at <https://rest.com.au/pds>

Addition of sell spread range

Effective 30 September 2021, Rest introduced a sell spread range. The sell spread range is 0.00% to 0.13%, depending on the investment option. A sell spread is used to recover estimated transaction and operational costs incurred in selling underlying investments and is deducted from the unit price.

While Rest has introduced a sell spread range, it currently does not apply a sell spread to member account transactions.

To learn more about the fees you pay, read the Additional Information on Fees and Costs available at

<https://rest.com.au/pds>

Trustee fees and Trustee capital reserve

Rest maintains a capital reserve that is separate to the assets of the Fund. The reserve is maintained to meet liabilities of the Trustee that cannot be paid from the Fund. The Trustee created this reserve by charging a one-off Trustee fee of \$10 million in December 2021 which was paid from the Administration Reserve. The Trustee charges an ongoing Trustee fee of \$3 million per annum, plus an amount to cover Trustee costs including director fees, insurance and other expenses. These fees will be paid from the Administration Reserve and are not a separate fee and will not increase fees charged to members.

Rest also has the benefit of a guarantee arrangement, initially of up to \$10 million, to access further funds if required. Rest Holdings No 1 Pty Limited ("RH") has been established as an asset of the Fund and capitalised from the Administration Reserve. RH has entered into an arms' length arrangement with the Trustee to provide a guarantee in favour of the Trustee. The Trustee pays a fee from its own resources to RH for the benefit of the guarantee.

Rest considers that it is in the best interests of Fund members for it to have adequate resources, in the form of the Trustee capital reserve and guarantee, to continue to act as Trustee of the Fund if it incurs a liability which cannot be paid from the reserves in the Fund.

Rest does not distribute profits or return capital to shareholders or pay dividends. Rest's Constitution provides that Rest's capital cannot be paid to shareholders as dividends, distributions or returns of capital. This is consistent with the Fund's status as a profit-to-member fund.

For more information, visit

<https://go.rest.com.au/capitalreserve>



Annual Statement

1 July 2021 - 30 June 2022

Super changes from 1 July 2022

New super rules effective from 1 July 2022 will affect how you can grow your super, and how you can make your super work for you.

- The Superannuation Guarantee (SG) paid to eligible employees by their employer increased from 10% to 10.5% of the employee's salary. This means employers will pay more super to eligible workers. The SG is legislated to rise by 0.5% each year until it reaches 12% by July 2025. Visit <https://go.rest.com.au/sgincrease> to learn more.
- The \$450 per month income requirement for Superannuation Guarantee contributions was removed, meaning more workers will be entitled to receive SG contributions on every dollar earned. Visit <https://go.rest.com.au/450removal> to learn more.
- The maximum amount of voluntary contributions that can be withdrawn under the First Home Super Saver Scheme to use as a deposit to buy or build your first home increased from \$30,000 to \$50,000. Visit <https://go.rest.com.au/firsthome> to learn more.
- The eligibility age for the Downsizer program which allows you to sell your home and put some of the proceeds into your super account regardless of how much you already have in super, was lowered from 65 to 60 years of age. Read our downsizer fact sheet at <https://rest.com.au/factsheets> to learn more.
- The work test rule which required members aged between 67 and 74 to work at least 40 hours within 30 consecutive days in the financial year was removed for salary sacrifice and after-tax contributions. If you're aged between 67 and 74, you'll still need to meet the work test to claim a personal super contribution deduction. Visit <https://go.rest.com.au/agerestrictions> to learn more.
- The eligibility age for the bring-forward rule where you may be able to make after-tax contributions of up to three times the annual cap in that financial year increased from 67 to under age 75. Visit <https://go.rest.com.au/agerestrictions> to learn more.

Changes to your insurance with Rest

We've made some changes to your insurance with Rest including:

- **Removal of requirement to have an open Rest account to receive the super component of an Income Protection (IP) benefit**

Prior to 30 September 2021, if you were being paid an IP benefit and you closed your Rest account, you would no longer receive the super component of your monthly IP benefit.

From 30 September 2021, if you're approved for an IP claim with an Incident Date on or after 30 September 2021, you no longer need to have an open Rest account to receive the super component of your monthly IP benefit. If your account is closed at the time your IP benefit payments start, we'll open a new account for you for the sole purpose of receiving the super component into this account.

- **Removal of existing IP cover requirement to transfer external IP cover into Rest**

Prior to 30 September 2021, if you wanted to transfer IP cover from another fund or insurer to Rest, you needed to already have IP cover with Rest. From 30 September 2021,

you no longer need to have current IP cover with Rest to apply to transfer cover across from another fund or insurer.

We've also made some other changes to simplify the wording in our insurance policy to make it easier to understand and to reflect changes to the terms and conditions.

These changes include:

- removal of annual leave from IP benefit offsets. This means that if you're approved for an IP claim with an Incident Date on or after 30 September 2021, any IP monthly benefit you may receive will not be reduced by any income earned from annual leave that's connected to the injury or illness causing your disability.
- changes to the restrictions that could apply to Life Events and Transfer cover. For Life Event cover, the change means that if you increase cover due to a Life Event on or after 30 September 2021, any Limited cover terms which apply to your existing Rest cover of the same type won't apply to the Life Event cover. For Transfer cover, the change means that if you transfer cover to Rest from another fund or insurer on or after 30 September 2021, any loadings, exclusions, restrictions/limitations on your existing Rest cover won't apply to your transferred cover.
- introduction of an IP premium refund offer at claim time where no income component is payable due to benefit offsets. This new offer, which was effective 1 July 2021, means that if you're approved for an IP claim and have automatic or opt-in IP cover with another fund, you can request a refund for premiums for the overlap period up to 6 years. This option is only available where no income component of the monthly benefit is payable from Rest due to it being entirely offset by an IP benefit paid by another fund. You also need to have received the IP cover automatically or opted into IP cover with both Rest and your other fund. If you accept this offer, you'll no longer be covered by Rest for IP or be eligible to claim.
- we've changed the wording of the Pre-Disability Income definition for Income Protection cover to make it easier to read and understand. There is no change to the intent or application of the definition.
- if you make a Terminal Illness insurance claim on or after 30 September 2021, we will no longer require evidence that you satisfy the Active Employment requirement where the Incident Date occurs more than 12 months after your cover under the policy commenced or recommenced (whichever is the later).

To read about all these changes, including the updated definition of Pre-Disability income, visit <https://go.rest.com.au/insuranceupdate>

Where to find further information

Rest's annual report

Available online at <https://rest.com.au/annualreport> in November 2022. Contact us if you'd prefer a free paper copy.

Privacy Policy

Your privacy is important to us. Our Privacy Policy and Privacy Collection Statement sets out how your personal information is managed, and is available at <https://rest.com.au/Privacy-Policy>

Concerns and complaints

If you feel like something's gone wrong, please get in touch with us so we can try to sort things out. You can make a complaint by phone, email, letter, or Live Chat. For more details, go to <https://rest.com.au/complaint> where there is more information on how to contact the Trustee Services Officer.

We'll acknowledge your complaint within one business day and we'll aim to resolve your complaint within 45 days, or 90 days if your complaint is about a death benefit distribution.

If you aren't satisfied with how we're handling your complaint, or don't agree with our decision, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA), the independent external dispute resolution body online at afca.org.au or call **1800 931 678**.

Information on request

We're obliged to provide you with any information that you reasonably require to understand your benefit entitlements. You can find information about your super with Rest at <https://rest.com.au> or by getting in touch with us using any of the contact details below.



Top up your super

You can make your own personal contributions to your super using BPAY*

* Registered to BPAY Pty Ltd ABN 69 079 137 518



Bill Code: 908392
Ref: 711 087 760 35

We're here to help



1300 300 778
Monday to Friday,
8am-8pm AEST



Ask our Virtual Agent Roger
Available 24/7 at
<https://rest.com.au>



Live Chat at <https://rest.com.au>
Monday to Friday, 8am-10pm
Saturday, 9am-6pm
Sunday, 10am-6pm AEST



Di Gregorio Investments Pty Ltd
1/21 Edna Street
HEATHMONT VIC 3135

Primary Owner Statement for
Period Ending: 28/06/23
Reference: DIGR0461
TAX INVOICE

Di Gregorio Investments Pty Ltd ATF Great Ryrie Street Property Trust
Manager: Andrew Kausman

Property	Tenant	Rent	Paid From	To	Periods	Paid	On Acct	
70 Great Ryrie Street	William Stafford	1221.88 M1	01/07/23	01/07/23	0	0.00	0.00	
Date	Disbursements & Sundry Receipts						Debit	Credit
	Total GST Collected From Tenants							0.00
27/06/23	70 Great Ryrie Street	RACV INSURANCE 24/4/23 - 24/4/24 (William Staffor)						2026.69
						0.00	2026.69	

Transferred to your bank account \$2,026.69

Payment Details: D & L Di Gregorio P/L ATF DG Super Fund 401175426 083-004 NAB 330 COLLINS ST

GST SUMMARY:

GST collections reported above \$0.00

GST payments reported above \$0.00

Hi Lou,

Thank you for providing the statements. We will still be needing the following information/documents to wrap up the annual return.

1. Property Loan transactions statement from inception to date
2. Would you please advise the nature of the \$227,000 sundry debtor account from FY2022? Please provide supporting documentation.
3. In regards to the two deposits from your personal account to the fund in June 2023, do you intend to claim deduction on these contributions or shall we treat it as tax free?
4. Please provide copies of PGP Consulting invoices 6350 & 7296.

Regards

Emily Cooper

SMSF Accountant | SMSF Australia

0481 001 746

emily@smsfaustralia.com

Efficiency is doing better what is already being done – Peter F Drucker



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[Quoted text hidden]
[Quoted text hidden]

Sent from my iPhone

On 20 Oct 2023, at 4:59 pm, Emily Cooper <emily@smsfaustralia.com> wrote:

Thanks Lou,

To further assist us, please send through the following information/documents.

- Term deposits statements (acquisition, maturity and reinvestments) for the period 1 July 2022 to 30 June 2023 - **attached**
- Property documents - **all attached**
 - Purchase contract
 - Settlement statement
 - Invoices related to the purchase
 - signed loan agreement
 - bare trust deed (if any)
 - loan transaction statement
- Member insurance policy showing the fund as the owner and benefits **attached**
- We note employer contributions in the NAB statements. Can you please confirm to whom we will allocate the deposits with below descriptions?
 - Superchoice - **employer super contribution from Department of Education**
 - Smartsalary - **salary packaging provider**
 - MAXXIA - **new salary packaging provider**
- Please provide supporting documents (e.g tax invoices on accountancy fee, ASIC, property expenses, etc) for below transactions.
 - 16/03/2023 Re Appleby Sales T X8174554850 70Great \$50,500 DR **see attached**
 - 28/06/2023 DIGR0461 Re Appleby Pty 046286 \$2,26.69 CR **see attached**
 - 22/03/2023 Online V3474007304 Identity check D L Di Greg \$98.00 DR **no receipt kept, related to identity check for electronic settlement**

- 28/03/2023 10000003367956902 Rest 089636 \$18,143.81 CR **see attached last REST super statement before rollover**
- 06/06/2023 Online B8251574183 Linked Acc Trns Di Gregori I \$2,000.00 CR **deposited from my account**
- 30/06/2023 Online A1845772246 Linked Acc Trns Di Gregori I \$711.00 CR **deposited from my account**

[Quoted text hidden]

[Quoted text hidden]

Lou Di Gregorio <digregorio@bigpond.com>
To: Emily Cooper <emily@smsfaustralia.com>

31 October 2023 at 14:38

Hi Emily,

Please find attached the documents you need:

- loan transactions (no statement available yet for this loan)
- PGP invoices 6350 and 7296

The two deposits were made from my personal funds as non-concessional contributions. ■

The \$270,000 was a transaction error. The transfer was made by the fund to a member's personal bank account in error. The amount was repaid to the fund once made aware of the error (four months later). It was not intentional or deliberate and as such was not reported to the regulator. I have attached the statement from last financial year showing the transaction.

Thanks,

Lou

Sent from my iPhone

On 27 Oct 2023, at 10:06 am, Emily Cooper <emily@smsfaustralia.com> wrote:

Hi Lou,

Thank you for providing the statements. We will still be needing the following information/documents to wrap up the annual return.

1. Property Loan transactions statement from inception to date
2. Would you please advise the nature of the \$227,000 sundry debtor account from FY2022? Please provide supporting documentation.
3. In regards to the two deposits from your personal account to the fund in June 2023, do you intend to claim deduction on these contributions or shall we treat it as tax free?
4. Please provide copies of PGP Consulting invoices 6350 & 7296.

Regards

Emily Cooper

SMSF Accountant | SMSF Australia

0481 001 746

emily@smsfaustralia.com

Efficiency is doing better what is already being done – Peter F Drucker



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CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 70 Great Ryrie Street HEATHMONT VIC 3135

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 -

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

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 *LDiGregorio* *DGeorges* on 09/03/2003

Print name of person signing: Luciano Di Gregorio Dina Georges

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") Directors

This offer will lapse unless accepted within [] clear business days (3 business days if none specified).

SIGNED BY THE VENDOR *Paul Fantin* on 10/3/2023

Print name of person signing PAUL FANTIN

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
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 or within 3 clear business days **before or after** a publicly advertised auction; 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 have 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)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Appleby - Bayswater
20 Station St Bayswater VIC 3153

Tel: 03 8727 9555 Fax:

Ref: Andrew Hill

Email: andrew@appleby.com.au

VENDOR

PAUL FANTIN

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

EASY LINK CONVEYANCING
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Ref: HN-23/26127

Email:

settlement2@easylinkconveyancing.com.au

PURCHASER D + L Di Gregorio Pty Ltd ATF DG Super Fund
and or Nominee

Cl- level 12 / 99 William Street, Melbourne Vic 3000

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Ken Smith & Associates — Judi Best

of 434 Maroondah Hwy, Lilydale Vic 3140

Tel: 97350955 Fax:

Ref:

Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11205/017	29	LP 069173

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

70 Great Ryrie Street Heathmont Vic 3135

GOODS SOLD WITH THE LAND

(general condition 6.3(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

PAYMENT

Price

■ \$ 505,000.00

Deposit

\$ 50,500.00

by (of which \$ 18/3/2023 has been paid) payable at settlement

Balance

\$ 454,500.00

Deposit bond

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)

The price includes GST (if any) unless the words 'plus GST' appear in this box:

[Empty box]

If this is a sale of a 'farming business' or 'going concern' then add the words 'Farming business' or 'going concern' in this box:

GOING CONCERN

If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box:

[Empty box]

SETTLEMENT (general condition 17 & 26.2)

Is due on 8/6/2023

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; or
- 14 days 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 words 'subject to lease' appear in this box:

[Empty box]

in which case refer to general condition 5.1.

If 'subject to lease' then particulars of the lease are:

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 then add the words 'terms contract' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

[Empty box with dashed line]

LOAN (general condition 20) – **NOT APPLICABLE AT AUCTION**

The following details apply if this contract is subject to a loan being approved:

Lender: Thinktank

Loan amount: \$270,000.00

Approval date: 30/3/2023

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words 'Special conditions' appear in this box:

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

1. Purchaser's inspection and investigation.

- 1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
 - 1.1.1 Has made investigations and accepts the structures, improvements and land as to the current nature, quality, condition and state of repair.
 - 1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
 - 1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
 - 1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
 - 1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

WARRANTY BY VENDOR

- 1.2 The Vendor gives no warranty:
 - 1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
 - 1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
 - 1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
 - 1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
- 1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering into this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering into this Contract.

CLAIMS BY PURCHASER

- 1.4 The Purchaser shall make no objection, claim compensation or delay settlement or payment of the balance of the purchase price because of anything in connection with:
 - 1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
 - 1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
 - 1.4.3 The nature of quality and classification of the soil and subsoil of the land.
 - 1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

2. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable 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.
- 2.2 The purchaser must pay the professional fees to Vendor's Conveyancers of \$220.00 for the nomination.

3. Extension request

The Purchaser shall pay to the Vendor's representative the sum of \$220.00 for each extension made to the finance and/or deposit payment due date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request.

4. Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or request an extension or variation to the Due Date, the Purchaser must pay the Vendor's representative \$220.00 at the at the settlement for each request.

5. Adjustments

Statement of Adjustments and all relevant certificates must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 business days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$220.00 for the delay in receiving the Statement of Adjustments and all relevant certificates.

6. Default not remedy

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 6.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 6.2 Penalties, interest and charges incurred as a result of not being settle a purchase of another property; and
- 6.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

7. Amendments

General Condition 6.1 is deleted.

Contract of Sale of Land - 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 nominate a substitute or additional transferee, 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 in the header 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:

- (a) 21 days have elapsed since the day of sale; and
- (b) 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:

- (a) 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
- (b) 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.

13.10 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:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) 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:

- (a) must not exceed 10% of the price; and
- (b) 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:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) 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

- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) 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:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) 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 lodgment 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 lodgment 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 lodgment 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 lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment 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 lodgment.

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 lodgment 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 lodgment 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.

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 lodgment 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 lodgment 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 lodgment 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 but 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.

GUARANTEE and INDEMNITY

I/We, Luciano Di Gregorio of 1/21 Edna Street, Heathmont VIC 3135
and Dina Georges of 1/21 Edna Street, Heathmont VIC 3135

being the **Sole Director / Directors** of ACN
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** 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 this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately 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 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

this Nineth day of March 2023

SIGNED SEALED AND DELIVERED by the said)

Print Name Luciano Di Gregorio)

LDiGregorio

in the presence of:)

Director (Sign)

Witness Zina Georges Zgs)

SIGNED SEALED AND DELIVERED by the said)

Print Name Dina Georges)

DGeorges

in the presence of:)

Director (Sign)

Witness Zina Georges Zgs)

Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction.
2. The auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.
3. The vendors have a reserve price.
4. As the Auctioneer, I will indicate bidders on request.
5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permit vendor bids.
7. During the auction, the Auctioneer will say "VENDOR BID", when making bids on the vendor's behalf.
8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.

SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor: PAUL FANTIN

Property: 70 Great Ryrie Street HEATHMONT VIC 3135

VENDORS REPRESENTATIVE

EASY LINK CONVEYANCING

Shop

328 Main Road East

ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: settlement2@easylinkconveyancing.com.au

Ref: HN-23/26127

SECTION 32 STATEMENT
70 GREAT RYRIE STREET HEATHMONT VIC 3135

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

-None to the vendors knowledge

Their total does not exceed \$5,000

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:

- Not Applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows:

- Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:

- Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.

- Covenants affecting the land are as set out in the attached copies of title.

- Other restrictions affecting the land are as attached.

- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of 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.

SECTION 32 STATEMENT
70 GREAT RYRIE STREET HEATHMONT VIC 3135

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) PLANNING

Planning Scheme: MAROONDAH CITY COUNCIL PLANNING SCHEME
Responsible Authority: MAROONDAH CITY COUNCIL
Zoning: C1Z Commercial 1 Zone
Planning Overlay/s: See attached reports

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
70 GREAT RYRIE STREET HEATHMONT VIC 3135

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT
70 GREAT RYRIE STREET HEATHMONT VIC 3135

DATE OF THIS STATEMENT

7 / 3 /20 23

Name of the Vendor

PAUL FANTIN

Signature/s of the Vendor

x 

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

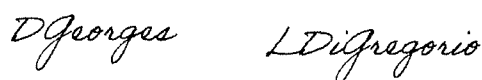
DATE OF THIS ACKNOWLEDGMENT

09 / 03 /20 23

Name of the Purchaser

D and L Di Gregorio Pty Ltd atf DG Super Fund Dina Georges Luciano Di Gregorio

Signature/s of the Purchaser

x 

Register Search Statement - Volume 11205 Folio 017

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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 11205 FOLIO 017

Security no : 124104244938N
Produced 27/02/2023 10:22 AM

LAND DESCRIPTION

Lot 29 on Plan of Subdivision 069173.
PARENT TITLE Volume 08612 Folio 660
Created by instrument AH247298K 25/05/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PAUL FANTIN of 9 DEWPOND WALK CROYDON SOUTH VIC 3136
AL007008E 04/04/2014

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT E457832 14/07/1972

COVENANT H378385 19/01/1979

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP069173 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: 70 GREAT RYRIE STREET HEATHMONT VIC 3135

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 27/02/2023, for Order Number 78366115. Your reference: HN-23/26127.

E457832

E457832

***13.00 L RT T

09- 5 543121 14-JUL-72

THE NATIONAL BANK OF AUSTRALASIA LIMITED

Cstr(3)

\$140

REGD \$12

VICTORIA
 TRANSFER OF LAND

WE, JAMES MADDRON CLAUDE LEGGO of 14 Waterloo Street, Camberwell and ELIZABETH ANN LEGGO Married Woman of 2 Toorak Avenue, Toorak being registered as the proprietors of an estate in fee simple of the land hereinafter described subject to the encumbrances notified hereunder: IN CONSIDERATION of the sum of EIGHT THOUSAND DOLLARS (\$8,000) ~~has~~ paid to us by PARKVIEW NOMINEES PROPRIETARY LIMITED of 112 Carlisle Street, St. Kilda DO HEREBY TRANSFER to the said PARKVIEW NOMINEES PROPRIETARY LIMITED ALL our estate and interest in ALL THAT piece of land being Lots 3, 29 & 30 on Plan of Subdivision No. 69173 more particularly described in Certificates of Title Volume 8612 Folio 634, Volume 8612 Folio 660 & Volume 8612 Folio 661 AND the said PARKVIEW NOMINEES PROPRIETARY LIMITED with the intent that the benefit of this Covenant shall be attached to and run at law and in equity with every Lot on the said Plan of Subdivision other than the Lots hereby transferred and that the burden of this Covenant shall be annexed to and run at law and in equity with the said land hereby transferred DOTH HEREBY for itself and transferees and as separate covenants COVENANT with the said JAMES MADDRON CLAUDE LEGGO and ELIZABETH ANN LEGGO and their executors, administrators and transferees of all the Lots of the said Plan of Subdivision other than the Lots hereby transferred that the said PARKVIEW NOMINEES PROPRIETARY LIMITED shall not build erect construct or cause or allow to be built erected or constructed ^{any form of} of the said Lots 3, 29 & 30 any building other than a building constructed of brick, brick-veneer or stone except for the usual outbuildings.

AMENDED with consent
 [Handwritten signatures]

DATED the twenty-seventh day of June 1972.

SIGNED by the said JAMES MADDRON CLAUDE LEGGO and ELIZABETH ANN LEGGO in Victoria in the presence of:

[Handwritten signature]

..... J. B. Leggo Witness: [Handwritten signature]

The Common Seal of PARKVIEW NOMINEES PROPRIETARY LIMITED was hereunto affixed in accordance with its Articles of Association in the presence of:



[Handwritten signature] DIRECTOR: [Handwritten signature] SECRETARY:

ENCUMBRANCES REFERRED TO:

As set out at the foot of the said Certificate of Title. (if any)

VICTORIA STAMP DUTY
 JUL-11-72 556571 60559
 LEA1015****140-00



DE457832-1-6

24
 11/12

A memorandum of the within instrument
has been entered in the Register Book.



DATED 27th day of June 1972.

J.M.C. & E.A. LEGG

to

PARKVIEW NOMINEES PROPRIETARY
LIMITED

TRANSFER OF LAND

R.L.

9-28

H378385

94

H378385

*405040 T

09-26 14702 19-JAN-79

E. L. MORAN & CO.

VICTORIA.

TRANSFER OF LAND.

PARKVIEW NOMINEES PROPRIETARY LIMITED of 112 Carlisle Street St. Kilda

being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of Nine thousand five hundred dollars paid to it by RAFFAELLO FANTIN Concretor and LUISA FANTIN Married Woman both of 47 Venice Avenue Mitcham DO HEREBY TRANSFER unto the said Raffaello Fantin and Luisa fantin all its estate and interest in ALL THAT piece of land being Lot 29 on Plan of Subdivision No. 69173 Parish of Ringwood and being the whole or the land comprised in Certificate of Title Volume 8612 Folio 660 AND the said Raffaello Fantin and Luisa Fantin for themselves and their transferees and successors in title the registered proprietor or proprietors for the time being of the said land hereby transferred and of every part thereof DO HEREBY and as separate Covenants COVENANT with the said Parkview Nominees Proprietary Limited and its transferees and successors in title the registered proprietor or proprietors for the time being of Lot 3 on said Plan of Subdivision No. 69173 being the whole of the land comprised in Certificate of Title volume 8612 Folio 634 and every part thereof that they will not use or permit to be used the said land for purposes of a milk bar or mixed business with the intent that this covenant shall be set out as an encumbrance at the foot of the said Certificate of Title to the said land and shall run with the said land.

866-25

DATED the 30th day of December 1978.

THE COMMON SEAL of PARKVIEW)
NOMINEES PROPRIETARY LIMITED)
 was hereunto affixed in)
 accordance with its Articles)
 of Association in the)
 presence of:)



Director

Secretary

A memorandum of the within instrument has been entered in the Register Book



RECEIVED 27/02/2023 10:25

11/03/2023 10:25

[Handwritten signatures and initials]

SIGNED by the said RAFFAELLO) R. Fantin X
) R.F.
 FANTIN and LUISA FANTIN in)
) L. Fantin X
 the presence or:) L.F.

L. Fantin X
 WITNESS.

ENCUMBRANCES REFERRED TO:

As to the land coloured blue Any Easements implied under Section 98 of the Transfer of Land Act.

As to the whole of the land The Covenant contained in Transfer No. E45/832 Registered 14th July 1972.



DH378385-2-1

DATED

1978

PARKVIEW NOMINEES PROPRIETARY

LIMITED

TO

R. & L. FANTIN

TRANSFER OF LAND

166.25

40.00

Trust Fantin

E. L. Moran & Co.,
Solicitors,
406 Lonsdale Street,
MELBOURNE. 3000.

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~~PARISH~~/SHIP/CHART 16

COLOUR CONVERSION

- BLUE = E-1
- BROWN = R1
- PURPLE = A-1
- YELLOW = E-4
- YELLOW HATCHED = E-5
- GREEN = E-6
- GREEN HATCHED = E-7

LP69173

EDITION 1

APPROVED 4 / 1 / 166

V.8205 F.628
V.8569 F.455
V.8502 F.307

PLAN OF SUBDIVISION OF
PART OF CROWN PORTION 15
PARISH OF RINGWOOD

Measurements are in Feet & Inches

Conversion Factor

FEET X 0.3048 = METRES

APPROPRIATIONS

The land colored green & yellow is set apart as party-wall easements.

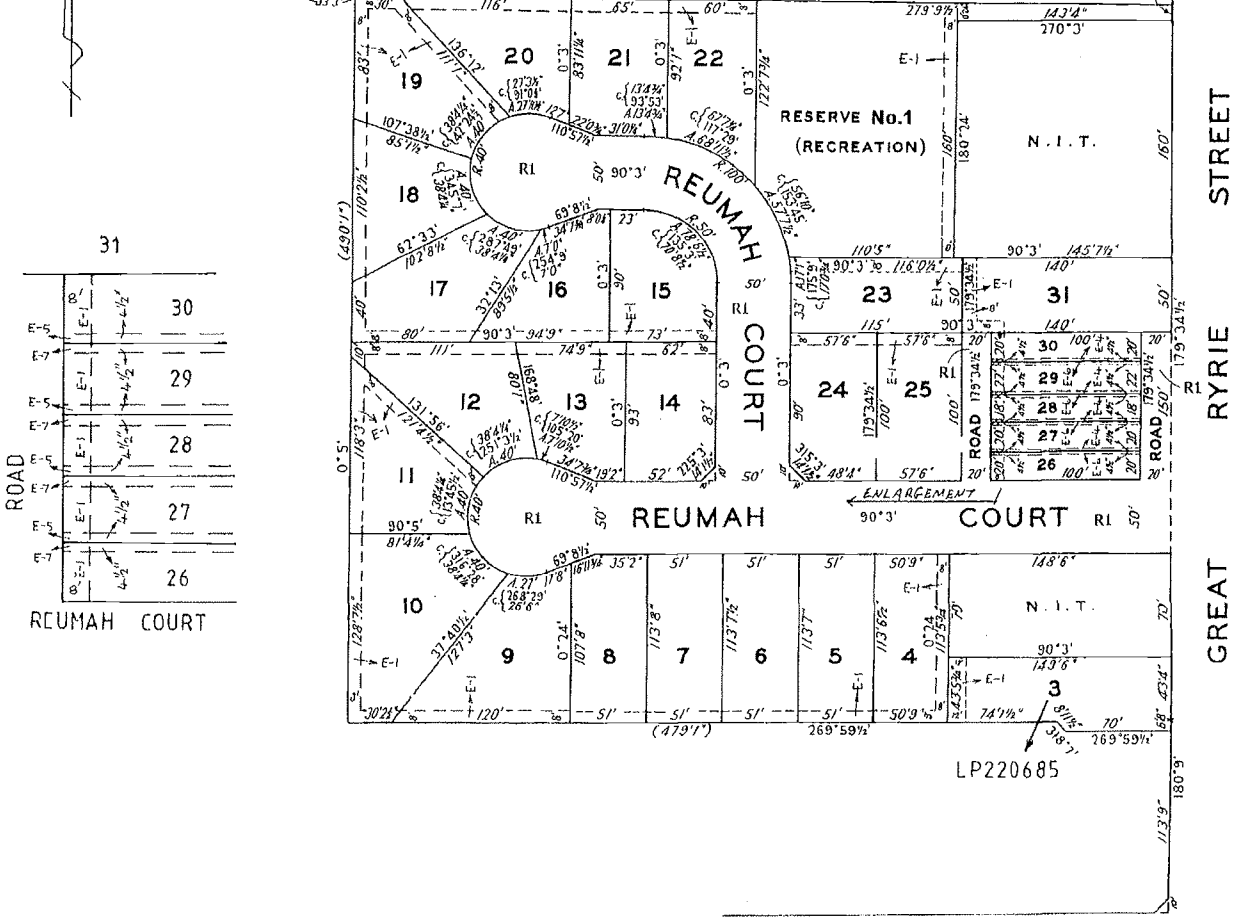
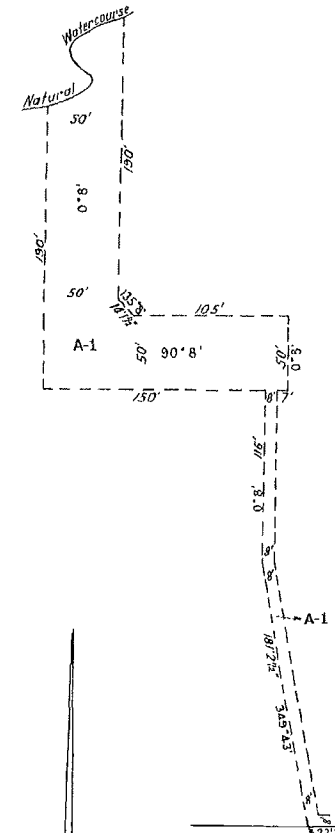
The land colored blue is set apart as drainage & sewerage easements.

The land colored green and yellow hatched is set aside as an easement for party-wall, drainage and sewerage purposes.

The land coloured brown is set apart for easements of Way.

APPURTENANCIES

The land colored purple is an appurtenant drainage & sewerage easement.



ROAD	31
E-1	30
E-1	29
E-1	28
E-1	27
E-1	26
ROAD	REUMAH COURT

LP220685

ERICA CRESCENT

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

PROPERTY REPORT

From www.planning.vic.gov.au at 27 February 2023 10:41 AM

PROPERTY DETAILS

Address: **70 GREAT RYRIE STREET HEATHMONT 3135**
Lot and Plan Number: **Lot 29 LP69173**
Standard Parcel Identifier (SPI): **29\LP69173**
Local Government Area (Council): **MAROONDAH**
Council Property Number: **215805**
Directory Reference: **Melway 49 J12**

www.maroondah.vic.gov.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.

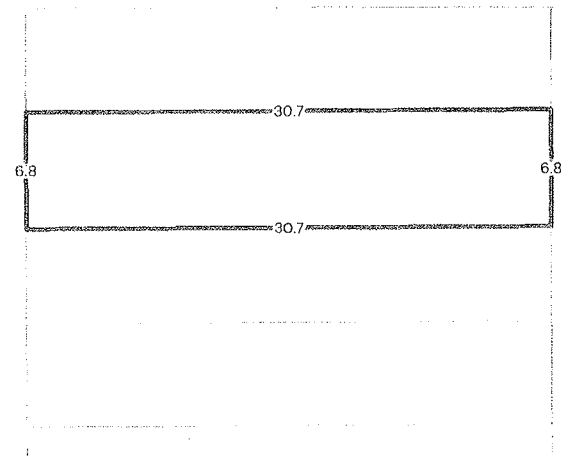
Area: 209 sq. m

Perimeter: 75 m

For this property:

— Site boundaries

— Road frontages



Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above.

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **RINGWOOD**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

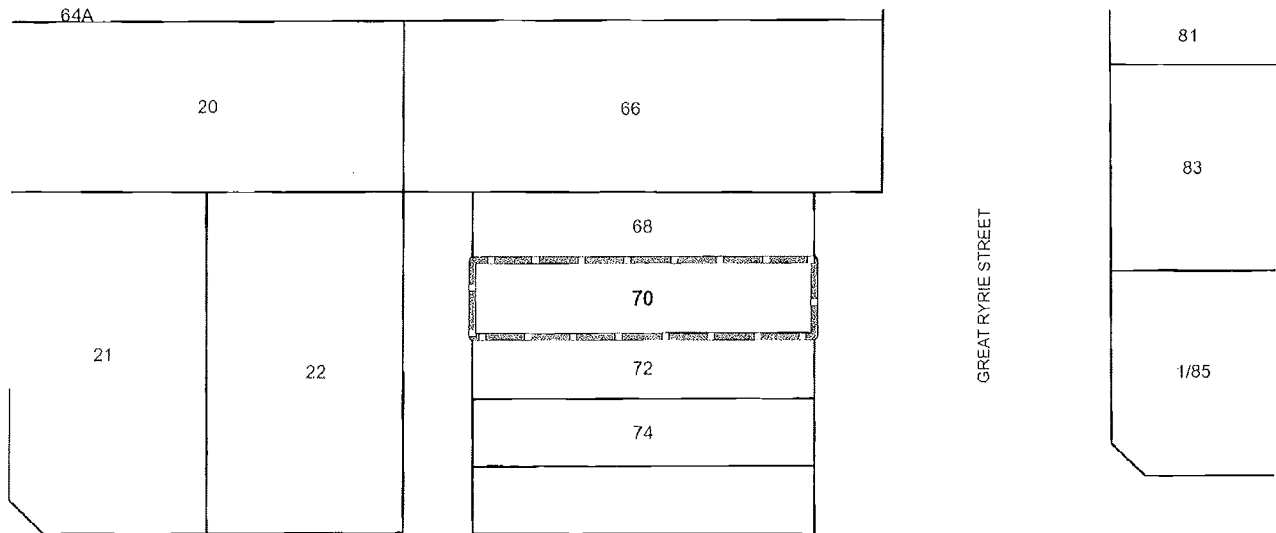
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Environment,
Land, Water
and Planning

Area Map



 Selected Property

0 ————— 15 m

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 27 February 2023 10:41 AM

PROPERTY DETAILS

Address: **70 GREAT RYRIE STREET HEATHMONT 3135**

Lot and Plan Number: **Lot 29 LP69173**

Standard Parcel Identifier (SPI): **29\LP69173**

Local Government Area (Council): **MAROONDAH** www.maroondah.vic.gov.au

Council Property Number: **215805**

Planning Scheme: **Maroondah** [Planning Scheme - Maroondah](#)

Directory Reference: **Melway 49 J12**

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**

Legislative Assembly: **RINGWOOD**

OTHER

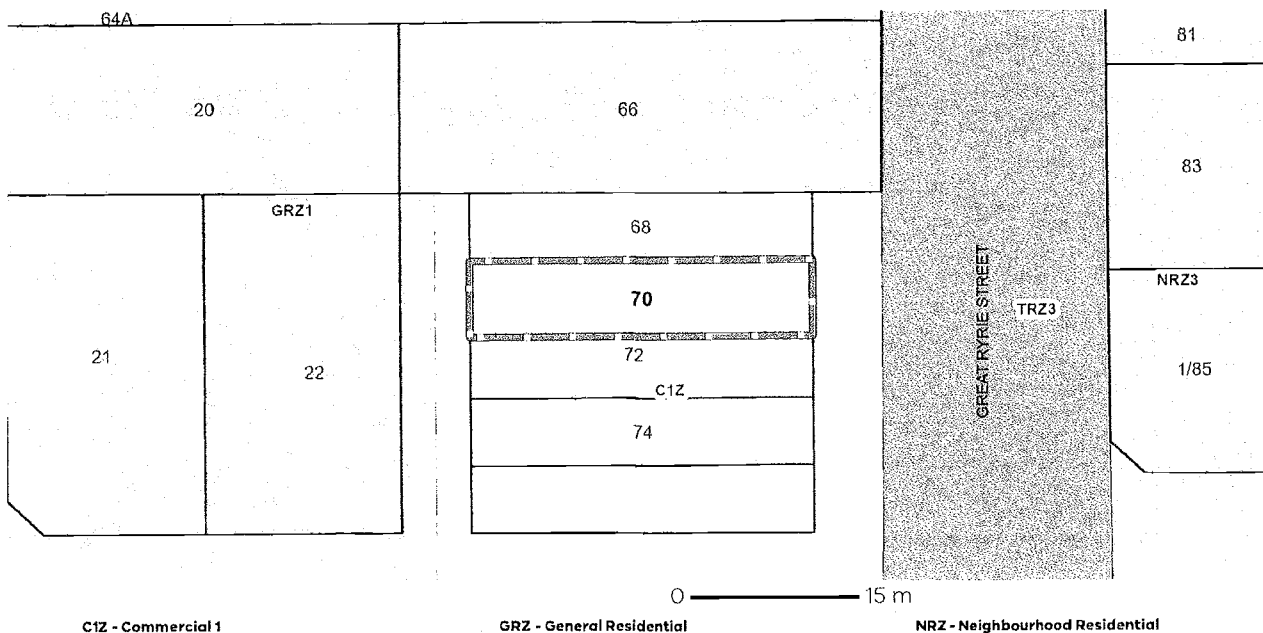
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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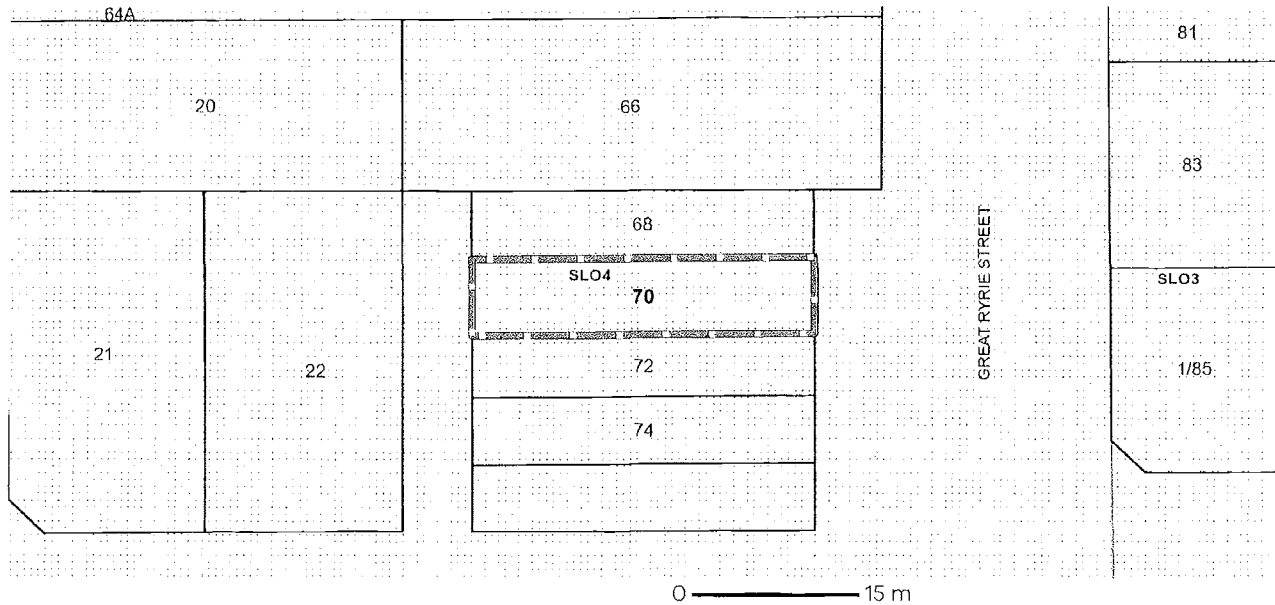
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)

Planning Overlay

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4 (SLO4)



 SLO - Significant Landscape Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Further Planning Information

Planning scheme data last updated on 23 February 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may apply to the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit

<https://maoshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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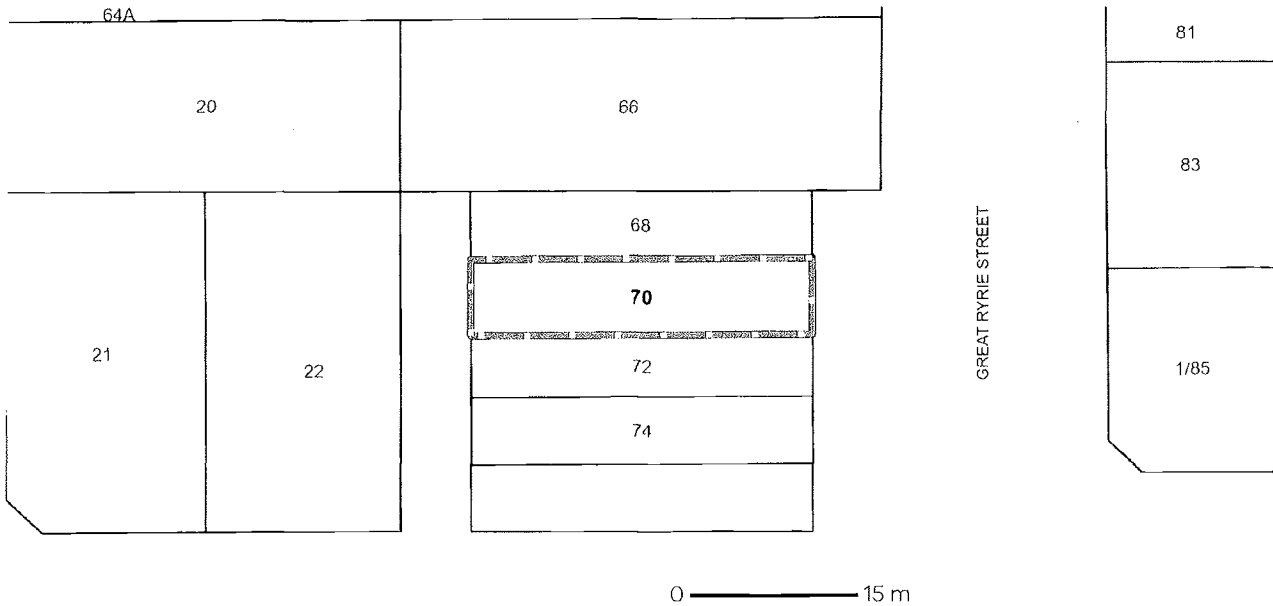
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)

Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.**

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated Bushfire Prone Areas

Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

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 this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.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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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).

Code 150

Renewal of Lease[®]



The Real Estate Institute of Victoria Ltd | ACN 004 210 897 | www.reiv.com.au |

The Real Estate Institute of Victoria Ltd COPYRIGHT RENEWAL LEASE[®]

Landlord(s): Paul Fantin

Tenant(s): William Stafford

Premises: 70 Great Ryrie Street, Heathmont VIC 3135

About this Renewal of Lease

You can use this deed to renew an REIV Commercial Lease [Code 143] when it contains an option for another term. You can also use it to record renewals of other forms of commercial, retail, and industrial leases that contain options to renew. Complete this deed in triplicate. One completed, dated and signed part is for the landlord to keep, the second is for the tenant to keep and the third is for your agency file. Keep the completed deed with the lease. Depending on the circumstances, it may be prudent to obtain professional help to complete this deed.

This deed is supplemental to the lease recorded in the Schedule (Lease) and is made on the date set out in the Schedule.

Recitals:

- A. If the landlord named in the Schedule (landlord) is not the landlord named in the Lease, the landlord is now entitled to the reversion when the Lease ends.
- B. If the tenant named in the Schedule (tenant) is not the tenant named in the Lease, the tenant has taken an assignment of the Lease.
- C. The tenant has the right to renew the Lease of the premises described in the Schedule (premises) for the period set out in the Schedule (further term).
- D. The tenant has renewed the Lease of the premises for the further term.
- E. The landlord and the tenant have made this deed to record the further term.

The landlord and the tenant agree -

1. Renewal of the Lease

- 1.1. The landlord and the tenant agree the Lease of the premises is renewed for the further term commencing on the date set out in the Schedule.
- 1.2. This deed will, so far as may be, be read and have effect as if it contained a full recital of the Lease with such changes as may be required to make it applicable to the further term or to incorporate the special conditions, if any, recorded in the Special Conditions Schedule.
- 1.3. If it is necessary to determine priority between a term of the Lease and a special condition, the special condition has priority.

2. Rent

- 2.1. The initial rent for the further term is set out in the Schedule.
- 2.2. If, at the date of this deed, the initial rent for the further term remains to be agreed then until it is agreed or, if not agreed, is determined, the tenant will continue to pay the rent current at the date on which the immediately preceding term of the Lease came to an end. On the initial rent being agreed, or determined, any necessary adjustment will be made.

3. Security deposit

If necessary, on signing this deed, the tenant will provide the landlord with an additional security deposit so the security deposit is maintained at an amount required by the Lease.

4. Guarantee and indemnity

If, during the immediately preceding term, the tenant's observation and performance of the Lease was guaranteed or indemnified or both by a guarantor or guarantors the tenant will, simultaneously with the signing this deed, procure the guarantor or guarantors to provide to the landlord a guarantee or indemnity of the tenant's observance and performance of the lease for the further term, on similar terms to that provided for the immediately preceding term.

5. Retail Leases Regulations (RLR)

If the Retail Leases Act 2003 applies, the tenant acknowledges having received the disclosure statement to be provided by the landlord as required by the RLR.

6. Special Conditions

Unless some other date or dates are specified, the special conditions, if any, in the Special Conditions Schedule have effect beginning on the commencement date of the further term.

Code 150

Renewal of Lease®



SCHEDULE

Date of this deed: 12 / 01 / 20 23

Landlord: Paul Fantin

Contact Person: Andrew Kausman

Address: C/- RE Appleby Pty Ltd, 20 Station Street,
Bayswater VIC

Postcode: 3153

ACN:

ABN:

Phone: 03 8727 9555

Mobile: 0418 545 564

Fax:

Email: andrew.k@appleby.com.au

Tenant: William Stafford

Contact Person: William Stafford

Address: 3 Benjamin Court, Ringwood North VIC

Postcode: 3134

ACN:

ABN:

Phone:

Mobile: 0404 874 766

Fax:

Email: whs55@bigpond.com.au

Premises: 70 Great Ryrie Street, Heathmont VIC

Lease dated: 09 / 01 / 20 20

Further term: One (1) year

Commencement date of the further term: 01 / 02 / 20 23

Initial rent for the further term*: \$1,221.88 ~~**Per Annum~~ / ****Per Calendar month**

*the initial rent is exclusive of GST unless 'GST inclusive' or 'GST is not payable on the rent' appears in the box:

GST is not payable on the rent

Further terms remaining after this further term ends: One (1) further term of One (1) year

SPECIAL CONDITIONS SCHEDULE

Record here any Special Conditions as agreed. Number them one-after-the other, starting at 1.

1). Rent Review Dates

Market Review Dates – 01/02/2024

Renewal of Lease®



Executed as a deed and if by a corporation, in the manner referred to in section 127 of the Corporations Act 2001.

Signed sealed and delivered by the landlord

Paul Fantin

in the presence of
Witness Name:

Andrew Hill

Signed sealed and delivered by the tenant

William Stafford

in the presence of
Witness Name:

Alex BERAN

CITY OFFICES - REALM
179 Maroondah Hwy, Ringwood.
PO Box 156, Ringwood 3134
Telephone: 1300 882 233
Revenue Office is situated at Realm

RATE AND VALUATION NOTICE AND FIRE SERVICES PROPERTY LEVY

For period 1 July 2022 to 30 June 2023



CROYDON SERVICE CENTRE
Croydon Library, Civic Square, Croydon

ISSUE DATE
18/08/2022

ASSESSMENT NUMBER
134245 0

REFERENCE NUMBER
00134245 02

PROPERTY ADDRESS
70 Great Ryrie Street, Heathmont VIC
3135

PROPERTY DESCRIPTION
Lot 29 LP 69173

AVPCC
210 - Retail Premises - Single Occupancy

028 00758
Mr P Fantin
C/- Appleby Real Estate
PO Box 2175
BAYSWATER VIC 3153

SITE VALUE: \$260,000 CAPITAL IMPROVED VALUE: \$330,000 NET ANNUAL VALUE: \$17,000

PARTICULARS OF RATES AND CHARGES & FIRE SERVICES PROPERTY LEVY

General Rate - Commercial	330000 x 0.00217088	\$716.35
Commercial Waste Charge 1 x Week (incl GST)	1 x 715.00000000	\$715.00
Fire Levy Fixed Charge MFB - Commercial		\$238.00
Fire Levy Rate MFB - Commercial	330000 x 0.00060500	\$199.65

TOTAL: \$1,869.00

If you are having difficulty paying this account, we encourage you to contact Council to discuss a payment plan tailored to your individual circumstances.
Please note: Payments made after 17 August 2022 are not included on this notice.
ARREARS/INTEREST/LEGAL FEES IF DISPLAYED ABOVE, ARE DUE AND PAYABLE BY: 30 SEPTEMBER 2022
LEGAL ACTION WILL PROCEED AFTER THIS DATE & INTEREST WILL ACCRUE UNTIL PAID.

DIFFERENTIAL RATING RATES IN THE DOLLAR	RESIDENTIAL 0.00180907	COMMERCIAL 0.00217088	INDUSTRIAL 0.00217088	VACANT LAND 0.00271361	DERELICT 0.00542721
--	---------------------------	--------------------------	--------------------------	---------------------------	------------------------

CHOICE OF 3 PAYMENT OPTIONS

COUNCIL APPROVED DIRECT DEBIT A DIRECT DEBIT APPLICATION FORM MUST BE RECEIVED BY COUNCIL. Failure to apply through Council will revert to IN FULL option			INSTALMENTS Failure to pay each first amount by 30 September 2022 revert to IN FULL option	IN FULL NO REMINDER WILL BE SENT Due 15 February 2023 \$1,869.00 Any arrears included above must be paid by 30 September 2022
30 Sep 2022 \$226.00	31 Dec 2022 \$203.00	31 Mar 2023 \$203.00	30 Sep 2022 \$468.00	Pay online maroondah.vic.gov.au/ Payments-online
31 Oct 2022 \$203.00	31 Jan 2023 \$203.00	30 Apr 2023 \$203.00	30 Nov 2022 \$467.00	
30 Nov 2022 \$203.00	28 Feb 2023 \$203.00	31 May 2023 \$222.00	28 Feb 2023 \$467.00	
			31 May 2023 \$467.00	

Due dates that fall on a weekend or public holiday will be due on the next business day.
Interest will be charged on late payments and calculated as if the instalment plan had been initiated at an interest rate of 10%

Register to receive your notice via email

GO TO erates.maroondah.vic.gov.au

BPAY Biller Code: 118992
Ref. No: 0013424502

PLEASE SEE BACK FOR INFORMATION ON HOW TO PAY THIS ACCOUNT

BPAY® this payment via Internet or phone banking.
BPAY View® - View and pay this bill using internet banking.
BPAY View Registration No.: 0013424502



RATEPAYER: Mr P Fantin

REFERENCE NO: 00134245 02

PROPERTY ADDRESS: 70 Great Ryrie Street, Heathmont VIC 3135

INSTALMENT	IN FULL
\$468.00	\$1,869.00
30/09/2022	15/02/2023



*3196 13424502

S000758001 000758 #84171

ID 135

Your quarterly bill



MRS L FANTIN
C/O APPLEBY REAL ESTATE
PO BOX 2175
BAYSWATER VIC 3153

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 64 0966 0000
Invoice number 6407 1991 62834
Issue date 13 Dec 2022
Tax Invoice Yarra Valley Water ABN 93 066 902 501

List no. 20498

Summary

70 GREAT RYRIE ST, HEATHMONT

Property Number 1344 874, LP 69173 MRS L FANTIN

Product/Service	Amount
Usage Charges	\$90.39
Water Supply System Charge	\$73.84
Sewerage System Charge	\$142.03
Yarra Valley Water Total	\$306.26
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$41.53
TOTAL (GST does not apply)	\$347.79

Amount due
\$347.79

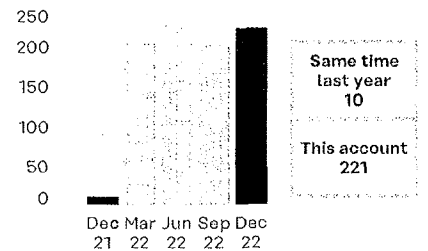
Due date
3 Jan 2023

Payment summary

Last Account	\$420.23
Paid/Adjusted	-\$420.23
Balance	\$0.00
Total this Account	+\$347.79
Total Balance	\$347.79

Daily water use

Your average usage in litres per day



How to pay



*3042 640719916283 4



Direct Debit
Sign up for Direct Debit at yvwm.com.au/directdebit or call 1300 304 688.



Centrelink
Arrange regular deductions from your Centrelink payments. Visit yvwm.com.au/paying CRN reference: 555 054 118T



EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: 033-885
Account number: 640962641



Credit card
Online: yvwm.com.au/paying
Phone: 1300 362 332



Post Billpay*
Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au

Bill code: 3042
Ref: 6407 1991 62834



BPAY®
Bill code: 344366
Ref: 640 9660 0002

MRS L FANTIN

Account number 64 0966 0000
Invoice number 6407 1991 62834
Total due **\$347.79**
Due date **3 Jan 2023**
Amount paid \$

Detail of charges

From 8 Sep 2022 - 3 Dec 2022 (86 days)

Water usage				1kL = 1,000 litres
Meter number	Current reading	Previous reading	Usage	
MAF102504	5,056kL -	5,037kL =	19kL	
Water usage charge				
	Usage	Price \$/kL	Amount	
8 Sep 2022 - 30 Sep 2022	4.860kL x	\$2.9474 =	\$14.32	
1 Oct 2022 - 3 Dec 2022	14.140kL x	\$2.9074 =	\$41.11	
Total	19.000kL		\$55.43	
Sewage disposal				
	Usage	Discharge factor	Sewage volume	
	19.000kL x	0.900 =	17.100kL	
Sewage disposal charge				
	Sewage volume	Price \$/kL	Amount	
	17.100kL x	\$2.0446 =	\$34.96	
Total	17.100kL		\$34.96	
Total usage charges			\$90.39	

You'll notice water usage prices on your bill are slightly lower, as a result of the remaining 2022-23 desalination water order for Melbourne ceasing. For more information, visit yvw.com.au/prices.

Your *NAV is at a sufficiently low level to attract the current quarterly minimum charge of \$41.53.

*NAV = Net Annual Value of your property which is capped at 1990 Levels.

Your charges explained

- **Water usage charge**
The cost for water used at your property, including treatment and delivery.
- **Sewage disposal charge**
This charge is for the disposal and treatment of sewage. It is reduced by a discharge factor which is based on the nature of your business.
- **Water supply system charge**
1 October 2022 - 31 December 2022
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 October 2022 - 31 December 2022
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
Waterways and drainage charge
1 October 2022 - 31 December 2022
This charge, based on a daily rate is collected on behalf of Melbourne Water and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you.

Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.



Next meter reading:
Between 6-13 Mar
2023

Contact us

Enquiries 1300 304 688
 Faults and Emergencies 13 27 62 (24hr)
 enquiry@yvw.com.au
 yvw.com.au
 TTY Voice Calls 133 677
 Speak and Listen 1300 535 727

For language assistance
العربية 1300 914 361
廣東話 1300 921 362
Ελληνικά 1300 931 364
普通话 1300 927 363
For all other languages call our translation service on **03 9046 4173**

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 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.

consumer.vic.gov.au/duediligencechecklist



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

SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: PAUL FANTIN

PROPERTY: 70 Great Ryrie Street HEATHMONT

1. The Property is not subject to a Mortgage as defined by the Sale of Land Act, 1962 ("the Act").
2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT/...../20

SIGNATURE OF VENDOR(S)

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:
 - A. The particulars provided by the Vendors in this Statement are accurate.
 - B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
 - C. The Contract is not subject to any condition enduring for the benefit of the Purchaser.
2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE/...../20

SIGNATURE OF PURCHASER(S)

.....

ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement.

DATE OF RECEIPT / 20

Signature(s) of the Purchaser

Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

- ! We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit ato.gov.au/smsf and search 'approved education courses'.



Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

To subscribe to our news and alerts service visit ato.gov.au/smsf and search 'news and alerts'.

For more information on free approved trustee education courses visit ato.gov.au/smsf and search 'approved education courses'.

Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

- ▶ If you have any difficulties completing this declaration or you do not fully understand the information it contains:
 - speak to a professional adviser
 - visit ato.gov.au/smsf
 - phone us on **13 10 20**.

When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

- ⚠ Do not send your completed declaration to us unless we request this from you.

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Published by

Australian Taxation Office
Canberra
April 2019

DE-3355



Self-managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of

Fund name

I am responsible for ensuring that the fund is operated in accordance 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 trustees' 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
- give me a written direction to rectify any contraventions or undertake a course of education
- 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 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
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and 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.

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.

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:

- giving financial assistance using the resources of the fund 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 from the trustee or investment manager of another regulated super fund 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)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets 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 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).

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, the retirement of members and payment of benefits)
 - 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
 - documented decisions about storage of collectables and personal use assets
- 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 including asset market valuation
 - copies of Transfer balance account reports lodged
 - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- 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 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

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.
- Administrative penalties can be imposed on me for not complying with the legislation
- 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 APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

_____ Luciano Di Gregorio

Trustee's or director's signature

LDiGregorio

Date

Day / Month / Year
 / /

Witness' name (witness must be 18 years old or over)

_____ Lina Georges

Witness' signature

linageorges

Date

Day / Month / Year
 / /

Constitution

of

DI GREGORIO INVESTMENTS PTY LTD

C/- PGP CONSULTING PTY LTD

Floor 12

99 WILLIAM STREET

MELBOURNE, VIC, 3000

ACN: 666507286

PGP CONSULTING PTY LTD
Level 12
99 William Street
Melbourne VIC 3000
Tel: 03 8842 6860
Fax: 03 9614 8314
info@pgpconsulting.com.au
www.pgpconsulting.com.au

Maddocks Lawyers
Tel: 1300 307 343
(c/- Cleardocs)
info@maddocks.com.au
www.maddocks.com.au

Certificate of Registration of a Company

This is to certify that

DI GREGORIO INVESTMENTS PTY LTD

Australian Company Number 666 507 286

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 fifteenth day of March 2023.



ASIC

Australian Securities & Investments Commission

Issued by the
Australian Securities and Investments Commission
on this fifteenth day of March, 2023.

A handwritten signature in black ink, appearing to read 'J Longo'.

Joseph Longo
Chair

CERTIFICATE

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Overview

This is the Constitution of DI GREGORIO INVESTMENTS PTY LTD

The company is a proprietary company limited by shares. The liability of its members is limited to any amount owing on their shares.

- The company is not allowed to have more than 50 members who are not employees of the company or a subsidiary company or former employees of either who became members during their employment. For this purpose joint holders of particular shares are counted as one member. The company must always have at least one member.
- The company is not allowed to engage in an activity that would require a disclosure document to be lodged under Chapter 6D of the *Corporations Act*. This does not apply to an offer to existing members of the company or to employees of the company or a subsidiary company.

The Constitution sets out the basis on which the company is to be managed. Nothing in the Constitution is intended to derogate from the *Corporations Act*. That Act imposes numerous obligations on the company which are not reproduced in this Constitution. It prevails over anything in this Constitution to the extent that they are inconsistent. This Constitution replaces the replaceable rules in the *Corporations Act*. Words used in the Constitution that have a meaning in the *Corporations Act* have the same meaning in this Constitution.

A Management of the company

Company's powers

- 1 The company has all the powers of a natural person and a body corporate. That includes powers expressly or impliedly conferred by the *Corporations Act* or by law.

Company managed by the Board

- 2 The Board of Directors manages the company. The initial directors are named in the Schedule. A director is not required to own shares in the company.

Directors to appoint company secretary

- 3 The directors may appoint one or more company secretaries in accordance with the *Corporations Act* on the conditions they think fit. The directors may remove a company secretary from office. Unless the directors decide otherwise, the company secretary is also the company's public officer.

Directors to appoint public officer

- 4 The directors must appoint a public officer in accordance with Australian tax law on the conditions they think fit. The directors may remove a public officer from office.

Powers of directors

- 5 Through the Board, the directors have the power and duty to manage and control the business and affairs of the company. They may exercise all the company's powers, except those that are required to be exercised by the company in general meeting.

Directors may confer powers on a person

- 6 The directors may confer on a person (including a director) the power to do specified things on behalf of the company, whether by power of attorney or not. They may confer on that person a power of sub-delegation.
- 7 If they do this, then that action does not exclude its exercise by the directors themselves.

Number of directors

- 8 Subject to clause 9, there must be at least one director of the company and not more than 10.
- 9 The company may change the number of directors above one by passing a resolution at a general meeting of the company. If the number of directors falls below the minimum set by the company in accordance with this clause, the remaining directors for the time being must not take any action as directors other than to:
 - appoint additional directors to meet the minimum; or
 - convene a general meeting of the company.

Appointment and removal of directors

10 The company or the directors may appoint a director, remove a director, or do both, by passing a resolution to that effect.

The directors may appoint a director either to fill a casual vacancy or to add to their number. A director appointed by the directors ceases to be a director on the later of:

- 6 months after the date of his or her appointment; and
- the next meeting of members (at which their appointment must be confirmed by a majority of members present and entitled to vote).

Retirement of directors

11 A director may retire from office by giving written notice to the company at its registered office. The resignation is effective at the time stated in the notice, provided it is after the time the notice was given. If not, the notice is effective immediately it is given.

Office of director becomes vacant

12 A director automatically ceases to be a director if the director:

- is prohibited from being a director or ceases to be a director or is removed from being a director by the *Corporations Act* or by an order made under it;
- becomes insolvent or makes a composition or arrangement with his or her creditors or a class of them;
- becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under any law relating to mental health;
- is absent from meetings of directors for 6 consecutive months without special leave from the directors, and the directors consequently declare his or her office vacant; or
- fails to pay a call on his or her shares in the company for at least a month after the call was made – or a longer period allowed by the directors.

Alternate directors

13 A director may appoint a person to act in his or her place as an alternate for any period the director thinks fit. The appointment must be in writing and must first be approved by a majority of the other directors. The managing director may not appoint an alternate managing director. An alternate does not have to own shares in the company. An alternate may be an alternate for more than one director.

Powers of alternate directors

14 In the absence of the appointing director, his or her alternate has all the rights, and may exercise all the powers of, the director (including voting at meetings) on the same conditions as the appointing director. The exercise of rights and powers has the same effect as if the appointing director had exercised them. However, the alternate director is not the appointing director's agent and is personally responsible to the company for his or her conduct.

Notice of meetings

- 15 An alternate is entitled to receive notices of meetings of directors if the appointing director requests it.

Resignation of alternate director

- 16 An alternate may resign by giving the company written notice at its registered office. The resignation takes effect immediately when the notice is given.

Termination or suspension of appointment of alternate director

- 17 An appointing director may immediately terminate the appointment of his or her alternate, or suspend the appointment, by giving the company written notice at the registered office.

The other directors may immediately terminate the appointment of an alternate, or suspend that appointment, by passing a resolution at a meeting of directors after giving the appointing director reasonable written notice.

The appointment of an alternate terminates automatically if the appointing director ceases to be a director, or if anything happens in respect of the alternate which, if it happened to the appointing director, would result in that director ceasing to hold office.

Appointment of managing director

- 18 The directors may appoint one of them to be the company's managing director for the period and on the terms (including terms as to salary and fees) they think fit. If the managing director is unable to act in that office, the directors may appoint a person to act temporarily as managing director.

Resignation etc of managing director

- 19 The clauses in this Constitution that apply in relation to the resignation, disqualification and removal of a director apply to the managing director with any necessary qualifications. The directors may remove the managing director from office, but only in accordance with any contract of employment the company has with that person.

Managing director ceasing to hold office

- 20 The managing director automatically ceases to hold office when he or she ceases to be a director.

Powers of managing director

- 21 The managing director has the powers entrusted to him or her by the directors. The directors may withdraw or vary any power entrusted to the managing director. The entrusting of a power to the managing director does not exclude its exercise by the directors themselves.

Remuneration of directors

- 22 The directors are entitled to be paid directors' fees set by the directors. The directors may set different amounts for different directors. If they don't, each director's fee must be the same as each other director's fee. The directors' fees must not be more in aggregate than the maximum amount approved by the company in general meeting. Directors' fees accrue daily.

Expenses

- 23 In addition to their fees, directors are entitled to be paid or reimbursed for all travelling and other expenses they properly incur in relation to exercising their powers and performing their duties in relation to:
- a meeting of directors;
 - a meeting of a committee of directors;
 - a general meeting of the company; or
 - the business or affairs of the company.

Conflict of interests

- 24 A director is entitled to hold another office with the company, or to be remunerated for other work (including professional work) by the company, despite being a director. This does not apply in relation to the office or work of auditor.

A director is not disqualified from office by reason of entering into a contract or arrangement with the company or having an interest in a contract or arrangement with the company, nor is any such contract or arrangement void or liable to be avoided.

A director does not have to account to the company for any profit arising from a contract or arrangement with the company merely because of being a director and having a fiduciary duty to the company.

Disclosure of an interest

- 25 A director must disclose an interest in any contract or arrangement with the company as required by the *Corporations Act*.

General notice of an interest

- 26 A director may give a general notice to the company at its registered office that he or she is an officer or member of a specified corporation or firm, or has an interest in it in some other way. The notice must set out the nature and extent of the director's interest. The notice is effective on all subsequent occasions as a disclosure of the director's interest in a matter involving the company and that corporation or firm, but only if the director's interest at the time of first consideration of the matter is no greater than as stated in the general notice.

Effect of disclosure by a director

27 If a director complies with the law and this Constitution in relation to disclosing an interest:

- the director may vote on whether the company enters into the contract or arrangement;
- the contract or arrangement may be entered into;
- the director may participate in the execution of the contract; and
- the director may vote on matters involving the contract.

B Meetings of directors

Directors may regulate meetings

28 The directors may regulate their meetings in the way they think fit.

Holding meetings

29 A director may convene a meeting of directors at any time. The company secretary must convene a meeting if requested by a director to do so. The convenor convenes a meeting by giving written or oral notice of it to all directors. The convenor does not have to give notice of a meeting to a director whom the convenor reasonably believes to be outside Australia.

Failure to give notice

30 The resolutions passed at a meeting of directors for which notice was not given to all directors, and actions taken to implement those resolutions, are nonetheless valid if each director who was not given notice later agrees to waive the receipt of that notice.

Quorum

31 No business may be transacted at any time during a meeting of directors unless a quorum is present. Until the directors decide otherwise, the quorum for a meeting of directors is any 2 directors or 50% of directors, whichever is the greater. If there is only one director, the quorum is that director. The quorum must be present throughout a meeting. An alternate director who is not also a director may be counted in the quorum if the appointing director is not present.

Chair

32 The directors may elect one of them to be chair for a specified period. If a meeting of directors is held and no chair has been appointed, or the usual chair is not present within 30 minutes after the scheduled starting time or is unwilling to chair the meeting, the directors present must elect one of them to chair that meeting.

Meetings of directors in different places

33 A meeting of directors may be convened at different venues, provided the technology used gives the directors at each venue a reasonable opportunity to participate in the meeting. The meeting is held at the place where the largest number of participating directors is present. If that place cannot be identified, the meeting is held where the chair is present.

If there is a failure in the technology which deprives any director of a reasonable opportunity of participating in the meeting, the chair must adjourn the meeting until the failure is rectified. If the failure is not rectified within one hour, the chair must adjourn the meeting to a date and time when the chair believes all directors will be able to participate.

Departure from a meeting of directors in different places

34 A director who wishes to leave a meeting of directors being held even though all directors are not in the same place must obtain the express consent of the chair. A director who fails to do so is conclusively presumed present throughout the meeting for the purposes of the quorum for that meeting.

Voting and resolutions at a meeting

35 At a meeting of directors:

- each director who is present has one vote;
- an alternate director who is also a director has one vote as director and one vote for each appointing director who is absent from the meeting and by whom he or she has been appointed as an alternate.; and
- the chair has a casting as well as a deliberative vote.

A resolution is passed at a meeting of directors if a majority of the votes cast is in favour of it. If there is only one director, he or she may pass a resolution in the way provided for by section 248B of the *Corporations Act*.

Resolutions by circular

36 The directors may pass a resolution without holding a meeting in accordance with this clause. The resolution must be signed by all directors entitled to vote on it and must state that they are in favour of it. The resolution is valid from the time the last director signs it and is taken to have been passed at that time. Different directors may sign different documents provided they are identical. All original signed counterparts of this resolution must be retained in the company's books.

Minutes of meetings

37 The directors must keep and sign minutes of meetings in accordance with the *Corporations Act* which record all attendees, apologies, orders, resolutions and proceedings of meetings of directors.

Committees of directors

- 38 The directors may delegate any of their powers to a committee of directors they specify. The directors may revoke a delegation. A committee must comply with any conditions on the exercise of its powers that the directors set. A power properly exercised by a committee is exercised by the directors. The clauses that apply in relation to the proceedings of a meeting of directors apply in relation to meetings of a committee of directors (except a committee of one).

Minutes of meetings of committees

- 39 The rules applying to the minutes of meetings of directors and their signing apply, with any necessary changes, to the minutes of meetings of a committee. If a committee consists of only one director, a minute signed by that director recording a decision by him or her as that committee is a minute of that committee.

Validation of acts of directors

- 40 Any act done at a meeting of directors or of a committee of directors, or by any person acting as director, or by a person claiming to act under a power of attorney executed by the company, is valid even if it is later discovered that there was a defect in the person's appointment or continuance in office, or that the person was disqualified from voting or not entitled to vote.

Execution of documents

- 41 In addition to any other way in which the company may execute a document, it may do so by 2 directors signing it, or by one director and a secretary of the company signing it. If there is only one director who is also the sole company secretary, the company may execute a document by that person signing it. If there is only one director and no company secretary, the company may execute a document by that director signing it. Execution under a common seal is not required.

Company seal

- 42 The directors may adopt a company seal, provide for its safe-keeping and adopt rules for its use.

C General meetings of the company

Convening a general meeting

- 43 A director may convene a general meeting of the company at any time. A member or members may only call for or convene a meeting in accordance with the *Corporations Act*. A meeting may be convened at different venues, provided the technology used gives the members at each venue a reasonable opportunity to participate in the meeting. The meeting is held at the place where the largest number of members is present. If that place cannot be identified, the meeting is held where the chair is present.

If there is a failure in the technology which deprives any member of a reasonable opportunity of participating in the meeting, the chair must adjourn the meeting until the failure is rectified. If the failure is not rectified within one hour, the chair must adjourn the meeting to a date and time when the chair believes all members will be able to participate.

Notice of meetings

44 Unless consent is given for shorter notice in accordance with the *Corporations Act*, at least 21 days' notice must be given of a general meeting to those persons entitled to notice under the *Corporations Act*. The notice must specify the information required by the *Corporations Act*.

An accidental failure to give notice to a person, or the non-receipt by that person of the notice, does not affect the validity of the proceedings at the meeting or any resolution passed at it.

Cancellation

45 The directors may cancel a general meeting convened by them. If a general meeting is convened by, or on the call of, a member or members, the directors may only cancel the meeting if they have received from that member or members a signed notice withdrawing their request for the meeting.

Adjournment

46 The directors may postpone a general meeting or change a venue at which it is to be held. The only business that may be transacted at an adjourned meeting is the business stated in the notice concerning the original meeting.

- If a meeting is cancelled or adjourned, the directors must try to notify in writing each person entitled to receive notice of the fact of its cancellation or adjournment.
- In the case of an adjournment, the notice must state the new time and venue for the meeting.
- An accidental failure to give notice to a person, or the non-receipt by that person of the notice, does not affect the validity of the cancellation or adjournment of the meeting.

Quorum

47 No business may be transacted at any time during a general meeting unless a quorum is present. The quorum for a general meeting is 2 members who are present in person or by proxy, representative or attorney and who are entitled to vote. If a proxy, representative or attorney is appointed by more than one member, unless that person is also a member that person may be counted only once for the purpose of calculating the quorum. If that person is also a member, then that person may be counted twice. If the company has only one member, that person is the quorum.

- 47.1 *In the case of a meeting convened or called for by a member or members, if a quorum is not present within 30 minutes after the time appointed for a general meeting to be held, the meeting is automatically abandoned.*
- 47.2 *In the case of a meeting convened by the directors (other than on a member's or members' call), if a quorum is not present within 30 minutes after the time appointed for a general meeting to be held, it automatically stands adjourned to the same day of the following week at the time and venue the directors notify to the members in writing. If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, the meeting is automatically abandoned.*

Chair

- 48 The chair of meetings of directors is also the chair of a general meeting. If there is no chair, or the chair is unwilling to act as chair, or the chair is not present within 30 minutes after the time appointed for the general meeting to be held, the directors may choose another director to be chair of the meeting. If the directors fail to do so, or all directors present decline to be chair, the members who are present may choose one of them to be chair of the meeting.

Chair's rulings final

- 49 The chair's rulings on any matter relating to the order of business, procedure and conduct of the general meeting are final. No motion of dissent from a ruling will be accepted.

Adjournment

- 50 On the request or on the decision of a majority of members present and entitled to vote, the chair must adjourn a general meeting, or any business, motion, resolution, question, debate, discussion or poll. The adjournment may be until later in the meeting or to an adjourned meeting in accordance with the decision or request and does not affect the conduct of any other business that remains to be conducted at the meeting.

Adjourned meetings

- 51 No notice has to be given of an adjourned meeting or the business to be transacted at it unless the adjournment is for at least 30 days. In that case, the notice requirements relating to the original meeting apply. No business may be transacted at an adjourned meeting except the business from the meeting adjourned. A resolution passed at an adjourned meeting is passed on the day of that adjourned meeting.

Voting rights

- 52 Subject to any rights or restrictions attached at the relevant time to a class or classes of shares, each member of the company, or each member of a class of members, who is entitled to attend and vote may attend a meeting of the company, or of the class of members. An individual member may vote personally or by proxy or attorney. A corporation member may do so by a representative who is an individual. No person who is not a member of the company, or a member of the class of members, or a proxy or

attorney of that member – or, in the case of a corporation member, a representative of that member – may vote at a meeting of members or of a class of members.

Votes

53 *On a show of hands*, each member present (including by proxy, representative or attorney) at a meeting of members or of a class of members who is entitled to vote has one vote.

On a poll, each member present at a meeting of members or of a class of members who is entitled to vote has one vote for every fully paid up share held.

Votes by joint holders

54 Any joint holder of shares may vote at a general meeting. However, if more than one vote is cast, the only one that will be counted is that of the joint holder whose name appears first on the member's register of the company.

Members not entitled to vote: minor or incapacity

55 A member who is a minor may vote by the person or body who has the management or guardianship of the member. A member under an incapacity can vote through the person legally entitled to manage their estate.

Members not entitled to vote: amount unpaid

56 A member is not entitled to be present or to vote at a general meeting unless all calls and other amounts payable at the time of the meeting in respect of shares held by the member have been paid in full.

Objection to vote

57 A challenge to a person's entitlement to vote at a general meeting or to the validity of a vote made at that meeting may only be raised at that meeting. If a vote is allowed by the chair, it is valid for all purposes.

Method of voting

58 A resolution at a general meeting is to be decided on a show of hands unless a poll is demanded by any of the following:

- the chair of the meeting;
- at least 5 members present who are entitled to vote on the resolution;
- by a member or members who represent at least 10% of the votes that may be cast on the resolution.

Chair to declare proxies before taking vote

- 59 Before taking a vote on a resolution at a general meeting, the chair must inform the meeting whether any proxy votes have been received and how any proxy votes are to be cast.

Declaration of result of a vote on a show of hands

- 60 A declaration by the chair of a general meeting of the result of a vote on a show of hands, and a subsequent entry into the minutes of that meeting confirming that result that is signed by the chair of that meeting or the next general meeting, is by itself conclusive evidence of the declared result.

When a poll may be demanded

- 61 A poll may be demanded before a vote on a resolution is taken, before the result of a vote on a show of hands is declared, or immediately after the result is declared.

Demand may be withdrawn

- 62 A demand for a poll may be withdrawn at any time before the poll is taken.

Taking of poll

- 63 If a poll is demanded, it must be taken in accordance with the directions of the chair. However, if the poll concerns the election of a chair or the adjournment of the meeting, it must be taken immediately. A delayed poll does not affect the transaction of other business. The result of the poll is the resolution of the meeting on that question.

Chair's votes

- 64 In addition to any deliberative vote or votes as a member, the chair of a meeting is entitled to a casting vote in the case of an equality of votes on a show of hands or a poll.

Right of non-members to attend general meeting

- 65 The chair may invite any person who is not a member to attend and address a general meeting, including a director, auditor or company secretary.

Resolutions by circular

- 66 The members may pass a resolution by circular without holding a general meeting. The resolution must be signed by all members entitled to vote on it and must state that they are in favour of it. If there are joint holders of shares entitled to vote on the resolution, each must sign it. The resolution is valid from the time the last member signs it and is taken to have been passed at that time. Different members may sign different documents provided they are identical. Facsimile documents are acceptable. The resolution must be recorded in the minutes of the company's meetings. This does not apply to a resolution to remove an auditor under section 329 of the *Corporations Act*.

Resolutions by sole member

67 If the company has only one member, that member may pass a resolution of the company simply by recording it in the minutes of the company's meetings.

Proxies

68 A member who is entitled to cast 2 or more votes may appoint no more than 2 proxies. A proxy does not have to be a member of the company. If a member appoints 2 proxies, neither can vote on a show of hands. If the appointment does not specify what proportion of votes each is to be proxy for, each may exercise one half of the member's voting rights. A fraction of a vote is to be disregarded.

Appointment of proxy

69 A member may appoint a proxy or attorney. The member, the member's attorney or the corporation member's representative must sign the appointment. The appointment is valid if it contains the information which the *Corporations Act* requires it to contain. At the date of this Constitution, the *Corporations Act* required it to contain each of the following:

- the name and address of the member
- the name of the company
- the proxy's name or the name of the proxy's office
- the meetings at which the proxy is to be used.

An appointment is not invalid merely because it does not specify all this information.

An appointment may be a standing appointment.

An appointment for a meeting is valid for an adjournment of that meeting.

Form of proxy

70 The form set out in Schedule 4 may be used for the appointment of a proxy.

Revocation of appointment

71 A member who has appointed a proxy may revoke the appointment at any time by giving the company written notice. An appointment is not revoked by the member attending and taking part in a general meeting. However, if the member votes on a resolution, the proxy or other person appointed to exercise a member's voting rights is unable to vote.

Lodgement of proxies

72 A proxy, power of attorney or other authority to exercise a member's voting rights at a general meeting is not to be treated as valid unless notice of it is received by the company at its registered office (or another place specified in the notice of meeting) at least 48 hours before the time the meeting (or adjourned meeting) at which it is to be exercised is due to commence. The proxy or power of attorney must be accompanied by the authority under which the proxy was signed or a certified copy of the power of attorney. Facsimile documents are acceptable.

Rights of proxies etc

73 A proxy or other person appointed to exercise a member's voting rights has the same rights as the member to speak and vote at a general meeting. Those rights are suspended while the member is personally present at the meeting. The proxy or other person must vote on a resolution in accordance with any direction in the appointment.

- If there is no direction, and the person is separately entitled to vote on the resolution, the person may vote on it for the member as he or she thinks fit.
- If there is no direction, and the person is *not* separately entitled to vote on the resolution, he or she must abstain from voting on it.

A proxy or other person appointed to exercise a member's voting rights may demand or join in a demand for a poll.

Votes by proxy etc remain valid

74 A vote by proxy, power of attorney or other authority is valid despite any of the following:

- the death of the member or the member ceasing to have mental capacity;
- the bankruptcy or liquidation of the member;
- the revocation of the proxy, power of attorney or other authority;
- the transfer of the share in respect of which the vote was cast.

This does not apply if the company receives notice of the relevant fact at its registered office at least 48 hours before the commencement of the meeting (or adjourned meeting) at which the vote is to be cast.

Proxy of joint holders

75 The vote of a proxy appointed by all the joint holders of a share is to be counted to the exclusion of a vote by any other proxy of any of the joint holders.

Chair may require evidence

76 The chair of a general meeting may require a person acting as a proxy for a member to establish that he or she is the person named in the lodged proxy. If the person cannot do so, he or she may be excluded from voting as proxy for the member.

Meetings of members of a class of shares

77 The rules applying to general meetings of the company apply with any necessary modification to meetings of members holding a class of shares, unless a matter is dealt with specifically by the rules for meetings of class members.

D Shares in the company

Power to issue shares

78 The directors may issue shares in the company at any time. They must preserve any special rights conferred on holders of existing shares. The directors may issue shares on any conditions they think fit subject to the *Corporations Act*.

79 The directors may issue or allot shares as fully paid or partly paid, or as payment for property acquired by, or services rendered to, the company. They may differentiate between holders, including holders of the same class of shares, in relation to amount of calls or the timing of calls that are to be paid.

The directors may impose any conditions dealing with preferred, deferred, qualified, guaranteed and other special rights, privileges, conditions, restrictions or limitations in regard to dividend, return of capital, distribution of assets, voting or otherwise that they think fit.

80 The directors may grant options to call on the company to issue shares that they think fit.

Shares that may be issued

81 The shares issued by the directors must be of a class described in the Schedule or otherwise authorised by this Constitution.

Issue price

82 The directors determine the price of any shares they issue.

Pre-emptive rights

83 Before issuing shares or options to any person, the directors must offer to issue them to existing holders of the same class of shares. If there are no such holders, the directors must offer to issue the shares or options to all members. They must do so on a pro rata basis by reference to the number of shares held by each holder, or member, as a proportion of the total number of shares in that class, or the total number of shares in the company, on issue. If an offer is not taken up, the directors may issue the shares in any way they think fit.

- Fractions of a share are to be ignored.
- Any shares left over from the number of shares offered to members based on their proportionate holding, must be offered to members by lot. The directors must offer to issue shares at the same price to those members who do not draw the lots to ensure that the shareholding proportions in the relevant class of shares are maintained following the initial offer to members.

Offer

84 The company's offer to each member must state each of the following:

- that if it is not accepted, at least partly, within 21 days after the receipt of the offer, it will be treated as having been declined;

- that if a member wants to purchase more than the number of shares specified in the offer, he or she must state how many additional shares he or she is willing to purchase at the issue price.

Shares not accepted

85 Shares not accepted within 21 days after the offer are to be used to meet any requests by members for additional shares.

- *If there are not enough to do so*, the shares that are not accepted are to be distributed to members making requests for additional shares as nearly as possible in proportion to their holdings of the total number of shares of that class.
- *If any shares remain after meeting members' requests for additional shares*, the company may offer them to any member or other person selected by the directors as a person whom it is desirable, in the interests of the company, to admit as a member. That person must be willing to pay the issue price.

Members may waive compliance

86 All the members of the company may waive compliance with the issue procedure by written agreement.

Preference shares

87 Subject to the *Corporations Act*, the directors may issue preference shares that are redeemable or non-redeemable. They must not convert non-redeemable shares into redeemable shares. The directors may issue preference shares that are liable to be redeemed, or preference shares that are liable to be redeemed at the option of the company.

However, the directors may only issue preference shares if rights with respect to any of the following that are to be attached to the preference shares are either set out in this Constitution or have been approved by special resolution of the company:

- repayment of capital;
- participation in surplus assets and profits;
- cumulative and non-cumulative dividends;
- voting;
- priority of payment of capital and dividends in relation to other shares or the company's property.

Variation of rights

88 The rights of holders of a class of shares to which special rights are attached are not varied or cancelled by the creation of additional shares ranking equally with the shares of that class. They may be cancelled or varied only by a special resolution of the company, and:

- a special resolution at a general meeting of the members holding shares in the

relevant class of shares; or

- with the written consent of members who hold at least 75% of the shares in that class.

Variation or cancellation of shares

89 If the capital of the company is divided into different classes of shares, any rights attached to shares of any class may be varied or cancelled:

- with the written consent of the holders of 75% of the issued shares of that class; or
- with the sanction of a special resolution of the holders of shares in that class passed at a separate general meeting.

In the latter case, the quorum for the meeting is members holding 25% of the issued shares of the relevant class. Any member holding shares of the class may demand a poll.

Commission and brokerage

90 The company may pay commission or brokerage as allowed by the *Corporations Act*. It may do so by paying cash, allotting shares, or both.

Share certificates

91 The company must issue share certificates to holders of shares. They must be in the form laid down by the directors and in accordance with any requirements in the *Corporations Act*. Each member is entitled to one share certificate, free of charge, for all the shares registered in his or her name. Joint holders of shares are entitled to only one certificate between them.

If a share certificate produced to the directors is worn out or defaced, the directors may order it to be cancelled. On cancellation, they may issue a replacement after being paid a fee set by them. If a share certificate is lost or destroyed, the directors must issue a replacement to the person entitled to the shares after being paid a fee set by the directors.

Calls on shares

92 Unless the terms of issue of a share provide otherwise, the directors may at any time make a call, including a call by instalments, in respect of an amount unpaid on the shares of members. A call is made when the directors pass a resolution making it.

Notice of a call

93 The company must give at least 14 days' written notice to each member who holds a share in respect of which a call is made. An accidental failure to give notice or the failure of a member to receive it does not affect the validity of the call. However, notice of a call is not required where the terms of issue of a share specifies the time an unpaid amount will fall due.

Liability for a call

- 94 After receiving notice of a call, a member must comply with it. Joint holders are jointly and severally liable.

Interest on unpaid calls

- 95 If a call is not paid on time, the member must pay interest at the daily rate that is equivalent to the annual rate set by the directors (if no rate has been set by them, the last Reserve Bank Official annual cash rate published in the Australian Financial Review) from that time until actual payment, plus any expenses incurred by the company because of the failure to pay. The interest is to be compounded daily. The directors may waive payment of any part of the interest.

Proceedings

- 96 If a call is not paid on time, the directors may proceed to recover the amount, plus any interest and expenses. The exercise of that right does not affect any right of the company to forfeit the relevant shares. In any proceedings, it is sufficient and conclusive to prove that:

- the defendant's name is entered in the member's register as a holder of the shares in respect of which the call was made;
- the resolution making the call is recorded in the company's minute book; and
- notice of the call was given to the member; or that the terms on which the shares were issued required payment at or after the relevant fixed or defined time.

Nothing else has to be proved.

Prepayment of calls

- 97 The directors may accept payment of an amount unpaid on a share without a call having been made in respect of any part of it. The directors may authorise the company to pay interest on that amount to the member, at the rate set by the directors (if no rate has been set by them, the last Reserve Bank Official annual cash rate published in the Australian Financial Review), from the time it is paid until the time the amount would have become due under a call. The directors may at any time repay any part of a prepaid amount. They must give the member at least one month's notice of an intention to repay a prepaid amount.

Forfeiture of shares

- 98 If a member does not pay a call on time, the directors may serve a forfeiture notice on the member requiring payment of the relevant amount, plus interest and expenses. The notice must state:

- a date and time (no earlier than 14 days after the date the notice is served) on or before which payment of the outstanding amount is required, and the place where payment is to be made; and

- that if payment is not made as required, the shares will be liable to forfeiture.

If the member does not comply, the directors may forfeit the shares, including unpaid dividends declared in respect of them. The directors may at any time annul a forfeiture of shares.

Notice that forfeiture has taken place

- 99 If a share is forfeited, the directors must enter the forfeiture and its date in the member's register of the company. The company must give notice of the forfeiture to the member (or members) in whose name the share was registered. Failure to comply with this clause does not invalidate the forfeiture.

Consequences of forfeiture

- 100 A person whose shares have been forfeited ceases at the time of forfeiture to be a member in respect of those shares. He or she has no claim against the company in respect of the forfeited shares, but remains liable to pay the company the amount outstanding in respect of them at the date of forfeiture. If the directors think fit, the person must also pay interest on the outstanding amount, at the rate set by the directors (if no rate has been set by them, the last Reserve Bank Official annual cash rate published in the Australian Financial Review), from the time of call of the shares until the outstanding amount is paid. The directors are not under an obligation to enforce the person's obligations.

Evidence of forfeiture

- 101 A statement in writing by a director or the company secretary that a particular share has been forfeited on a particular date is conclusive evidence of that fact against any person claiming to be entitled to it.

Disposal of forfeited shares

- 102 The company may sell or dispose in some other way of a forfeited share as the directors think fit. On receipt of any consideration for the disposal, the company may transfer the share to the person to whom it was sold or disposed. That person is then to be registered as the holder of the share, but is not responsible for seeing to what is done with any consideration paid. Entitlement to the share is not affected by any irregularity or invalidity in the forfeiture and disposal procedure.

Balance belongs to former member

- 103 Any balance of the proceeds of sale after payment to the company of the amount outstanding for the share belongs to the person who last held the forfeited share.

Company has a lien on shares in respect of amounts payable

- 104 The company has a first and paramount lien on each share registered (solely or jointly) in the name of a member, and on the proceeds of sale of that share, for all money that is outstanding on it, including an amount the company may be required to pay in respect of

it. The lien extends to dividends declared and other entitlements in respect of the share. Unless the directors decide otherwise, the registration of a transfer of a share waives the company's existing lien in respect of it. The directors may exempt a share from the company's lien.

Company's indemnity and lien in respect of certain liabilities etc

105 If, under the law of Australia or any other jurisdiction, a liability is imposed on the company, or the company is required to make a payment in respect of any shares registered in the company's member's register or in respect of any dividends or other amounts which are or may become accrued or payable to a member in respect of those shares, then the company is entitled to be indemnified against that liability or requirement by the holder of those shares. In addition:

- The company has a lien on the shares and the dividends or other amounts for the amount of the liability or requirement, plus interest on that amount, at the rate set by the directors (if no rate has been set by them, the last Reserve Bank Official annual cash rate published in the Australian Financial Review), from the time the company pays the amount of the liability or requirement until the time the member indemnifies the company. The directors may waive payment of the interest.
- The company may deduct from any amount payable by it to the member the amount due by the member under the indemnity.

This does not affect any other right the company may have in respect of its payment of the liability or requirement.

Suspension of a member's rights

106 While the company holds a lien over shares in respect of an amount which has not been paid on time, the relevant member may not exercise any rights as a member in respect of those shares.

Enforcement of a lien

107 The company may enforce a lien in respect of an amount that has not been paid on time by selling the shares in the way the directors think fit. The company must give the member or other person entitled to the shares at least 14 days' written notice, stating the amount due and demanding payment of it.

Completion of sale under a lien

108 The directors may authorise a person to effect the transfer to the purchaser of shares which have been sold under the company's lien over them. The purchaser is entitled to be registered as the holder of the shares and is not responsible for seeing to what is done with the consideration paid. The purchaser's entitlement to the shares is not affected by any irregularity or invalidity in connection with the sale. The purchaser is not under any obligation to pay any amount in respect of the shares except the purchase price and any other amount agreed with the company.

Proceeds of sale under lien

109 Proceeds received by the company from the sale of shares under a lien are to be applied towards payment of the amount in respect of which the lien existed and any expenses of the company in enforcing the lien. Any balance must be paid to the person entitled to the shares before they were sold under the lien. However, the company may retain any amount that has become payable since the sale in relation to something that occurred before the sale.

Transfer of shares

110 A person may transfer shares to another person by a document in the usual or common form or in some other form approved by the directors, signed by both the transferor and the transferee. The transferor remains holder of the shares until the transfer is registered.

Registration of transfer

111 For a transfer to be registered, the following documents must be lodged at the company's registered office:

- the transfer itself, duly stamped;
- the share certificate (if there is one) or evidence satisfactory to the directors of its loss or destruction;
- any other information the directors require to establish the transferor's right to transfer the beneficial ownership in the shares.

No fee is payable in respect of a transfer.

Refusal to register

112 The directors may refuse to register a transfer for any reason they think fit. The company must give written notice to the person who lodged the transfer within 7 days after a refusal to register a transfer. Except in the case of suspected fraud, they must return the transfer to that person.

Notice to the company before transfer

113 A member must give written notice to the company of an intention to transfer shares, specifying the price of each share which the member fixes as the fair price. A transfer notice may include parcels of shares and a separate transfer notice shall be deemed to have been given by the proposed transferor for each parcel of shares. The notice cannot be withdrawn without the approval of the directors except as allowed by clause 121.

Company acts as agent for the member

114 On receipt of the notice, the company becomes the agent of the proposed transferor for the sale of the shares to a purchaser nominated by the company. The transfer price is the fair price specified by the proposed transferor or as fixed by valuation in accordance with clause 119 .

Shares to be offered to other members

115 The company must make a written offer of the sale of the shares to all the other members of the company holding shares of the same class, in the proportion of their holdings of all members of that class. Any shares left over from the number of shares offered to members in this way, must be offered to members by lot and the directors must offer to issue shares at the same price to those members who do not draw the lots to ensure that the shareholding proportions in the class of shares are maintained following the initial offer to members.

Offer

116 The company's offer of the sale of shares must state each of the following:

- that if it is not accepted, at least partly, within 21 days after the receipt of the offer, it will be treated as having been declined;
- that if a member wants to purchase more than the number of shares specified in the offer, he or she must state how many additional shares he or she is willing to purchase at the price specified in the offer or at a price fixed or to be fixed by valuation in accordance with clause 119; and
- that the member should indicate whether he or she wants the fair price to be fixed by valuation in accordance with clause 119.

Shares not accepted

117 Shares not accepted within 21 days after the offer are to be used to meet any requests by members for additional shares.

- *If there are not enough to do so*, the shares that are not accepted are to be distributed to members making requests for additional shares in proportion to their holdings of the total number of shares of that class.
- *If shares still remain*, the company may offer them to any member or other person selected by the directors as a person whom it is desirable, in the interests of the company, to admit as a member at a fair price stated by the proposed transferor or fixed by valuation in accordance with clause 119.

Nomination of purchaser by the company

118 If the shares to be transferred are not accepted by members, the company must nominate one or more purchasers to the proposed transferor within 30 days after receiving the transfer notice. Each purchaser must be willing to purchase the shares immediately for cash. On receipt of the fair price stated in the transfer notice or fixed by valuation in accordance with clause 119, the proposed transferor must then transfer the relevant shares to the purchasers.

Price set by valuation

119 If the majority of members who accept the company's original offer indicate that they want the fair price to be fixed by valuation, the company must arrange for that valuation. It must be performed by an accountant of at least 10 years' standing, appointed by the

Australian Disputes Centre (**ADC**) or the Resolution Institute (**RI**). That person must act in accordance with, and subject to, the ADC Rules for Expert Determination or the RI Expert Determination Rules (as the case may be) operating at the time the dispute is referred to the ADC or RI. That person must act as an expert, not as an arbitrator. The fair price fixed by valuation replaces the fair price stated in the transfer notice. If the valuation fixes the fair price above the fair price stated in the transfer notice, the company must immediately notify all intending purchasers in writing of the new fair price and give them 7 days after the date on which it was fixed to withdraw from the intended purchase by giving a written notice to the proposed transferor.

Failure to transfer

120 If the proposed transferor fails to transfer the shares which he or she has become bound to transfer, the company may receive the purchase price and transfer the shares on the proposed transferor's behalf. The company holds the purchase money on trust for the proposed transferor. The transfer is effective for all purposes as if it had been made by the proposed transferor.

Purchasers not found

121 At the end of 42 days after the company received the transfer notice, the proposed transferor is entitled to sell any shares for which a purchaser has not been found by the company. The shares may be sold, within one month, to any person at a price that is not less than the fair price stated in the transfer notice.

Members may waive compliance

122 All the members of the company may waive compliance with the transfer procedure by written agreement.

Suspension of transfers

123 The directors may suspend registration of transfers for a specified period at any time, provided the total period of suspension in a calendar year is no more than 30 days.

Transmission of shares on the death of a member

124 On the death of a member, a surviving joint holder or the personal representative of a deceased sole holder are the only persons who have any title to the deceased's shares. The estate of a deceased holder remains liable for any liability in respect of the shares held, solely or jointly, at his or her death.

Election by a person entitled

125 The directors may require any person who becomes entitled to shares on the death or bankruptcy of a member or under any law relating to mental health to elect, by giving written notice to the company, either to become registered as the holder of the shares or to nominate another person in whose name the shares are to be registered and effecting a transfer to this person.

Entitlement before registration

- 126 A person entitled to be registered as the holder of shares is entitled to receive any dividend or other payment payable in respect of the relevant shares that the member would have been entitled to if he or she had not died. However, that person must first give the directors any information they properly require. The person is not entitled to any other rights until he or she becomes registered as the holder of the shares.

Incapacity etc of member

- 127 If a member becomes incapacitated or his or her person or assets becomes liable to be dealt with in any way under a law that relates to incapacity, the person who becomes legally entitled to manage the member's estate may exercise any rights that the member would have been able to exercise but for the incapacity. However, the person must first give the directors any information they properly require.

E Capital and profits of the company

Alteration of capital of the company

- 128 The company may alter its capital by passing a resolution to that effect in general meeting. It may do so in any of the following ways, provided it does not infringe clause 88:
- by converting any of its shares into larger or smaller numbers, in which case, any amount unpaid on them is to be divided equally among the replacement shares;
 - by cancelling any shares which have been forfeited;
 - by converting a class of shares into another class.

Power to reduce capital

- 129 The company may reduce its share capital in accordance with the *Corporations Act*.

Power to buy back shares

- 130 The company may buy back shares at any time in accordance with the *Corporations Act*.

Reserving profits

- 131 The directors may at any time set aside an amount out of the profits of the company as a reserve. A reserve is to be applied, at the directors' discretion, to any of the purposes for which profits may properly be applied, including the running of the company and investment. Until that is done, the directors may use it for the company's benefit.

Carrying forward profits

- 132 The directors may carry forward any profits rather than reserving them or distributing them through dividends.

Capitalising profits

133 Subject to any special rights or restrictions applicable to any shares, the directors, or the members in general meeting, may resolve to capitalise profits in any way for the benefit of members in the proportions in which those members would have been entitled to a dividend from those profits. The directors must do anything necessary to implement the resolution. They may do any of the following:

- make cash payments in a case where securities become issuable in fractions, or decide that fractions are to be disregarded;
- fix the value for distribution of a specific asset or part of it;
- vest any cash or specific assets in trustees on trust for all members entitled to a dividend;
- authorise a person to make an agreement with the company on behalf of members entitled to further securities for the issue of those securities as fully paid up or for the payment of amounts outstanding on their existing shares. That agreement will bind all members.

Distribution of capital

134 If there is more than one class of shares on issue, the directors may distribute capital to one class of shares to the exclusion of another class, or to one class of shares at a different rate from that to another class of shares.

Declaration of dividends

135 Subject to any special rights or restrictions that apply to any shares, the directors may declare and pay dividends on shares provided that:

- the company's assets exceed its liabilities immediately before the dividend is declared and the excess is sufficient to pay the dividend;
- the payment of the dividend is fair and reasonable to the company's shareholders as a whole; and
- the payment of the dividend does not materially prejudice the company's ability to pay its creditors.

If there is more than one class of shares on issue, then the directors may declare and pay a dividend on one class of shares:

- to the exclusion of another class; and
- at a different rate from that on another class of shares.

Apportioning dividends

136 If shares in the company are partly paid, then dividends are to be credited or paid in respect of particular shares according to the amounts credited or paid on them (subject always to the rights and restrictions attached to those shares). Amounts paid before a call has been made are to be ignored. If the amount paid or credited on a share changed during the relevant period, the dividend on that share will be credited or paid proportionally to the amounts paid or credited on the share for the relevant portions of

that period. If a share is issued on the basis that it will rank for dividends as from a particular date, it will rank from that date.

Deductions from dividends

137 The directors may deduct from a dividend an amount up to the amount owed by the member to the company on account of the relevant shares, whether on account of calls or otherwise, and may use that amount towards satisfaction of the member's debt.

Dividends payable in kind

138 The directors may direct that any part of a dividend is to be paid by the issue of shares or a distribution of specific assets, including fully paid shares in another company. The directors may deal as they think fit with any difficulty in relation to the distribution of specific assets. They may do any of the following:

- fix the value of a specific asset or part of it;
- decide that cash payments may be made on the basis of their valuation;
- vest any cash or specific assets in trustees on trust for all members entitled to a dividend.

No interest payable

139 No interest is payable by the company on any dividend declared by the directors.

Method of payment of dividends

140 The company may pay a dividend or other money that is payable in cash by:

- crediting the amount to the member's loan account with the company;
- drawing a cheque to the member (or as the member directs) or paying the amount into a bank account nominated by the member;
- satisfying any amount owed by the member to a third person, as directed by the member; or
- applying any part of the amount towards satisfaction of money owing by the member to the company on any account.

Unclaimed dividends

141 Until a dividend is claimed, the company may use it for the company's benefit in accordance with the *Corporations Act*.

F Loans to members

Loans under Division 7A of the Income Tax Assessment Act 1936

142 The company may make one or more loans to a member.

- 143 Any loan by the company to a member will be governed by the Default Loan Agreement, except loans to which the company and the member agree in writing that the Default Loan Agreement is not to apply. Also:
- 143.1 if the member ceases to be a member of the company, the member continues to be bound by the Default Loan Agreement; and
- 143.2 if a person or an associate borrows money from the company and then becomes a member of the company, the Default Loan Agreement will apply as an agreement between the company and that member from the date the member is registered as a member, except where the company and that person have agreed in writing that the Default Loan Agreement is not to apply.
- 144 In this Part F, the terms 'associate' and 'loan' have the same meaning as in the Default Loan Agreement.

G Miscellaneous

Corporations Act

- 145 This Constitution will be read subject to any restrictions in the *Corporations Act*. To the extent of any inconsistency, the provisions of the *Corporations Act* which are not a Replaceable Rule (as that term is defined in section 135 of the *Corporations Act*) will prevail over this Constitution.

Display of name

- 146 The company must display its name prominently at every place at which the company carries on business and that is open to the public. It must display its name and ACN on the first page of all its public documents and negotiable instruments, except in cases (eg, cash register receipts) where that is not required by the *Corporations Act*.

Registered office

- 147 The directors must decide on the place of the company's registered office.

Records to be kept

- 148 The directors must keep proper financial records and accounts. They must distribute copies of financial reports and a directors' report in accordance with the *Corporations Act*. They must decide whether, to what extent, where, when and under what conditions the accounts and records of the company are to be available for inspection to members who are not directors. A member who is not a director is not entitled to inspect accounts and records except as decided by the directors or in accordance with the *Corporations Act*.

Register of members and charges

- 149 The company must keep a register of its members and a register of debenture holders (which includes any mortgages and charges) specifically affecting the company's property and must keep these registers up to date.

Confidential information

150 A member who is not a director is not entitled to require or receive from the directors or the company any information concerning the business, trading or customers of the company, or any trade secret, secret process, or other confidential information belonging to or used by the company.

Notices

151 The company may give a notice to a member in any of the following ways:

- by serving it on the member personally;
- by posting it to the member or leaving it at the member's address shown in the member's register, or at a replacement address for giving notices supplied to it by the member;
- by faxing it or sending it electronically to the fax number or electronic address supplied by the member to the company for the giving of notices; or
- by notifying the member, using one of the above methods, that the notice (and any other meeting material) is available online and directing the member as to how it may access the notice and material.

Time of service

152 A notice is to be treated as received in accordance with the following:

- if it is sent by post in Australia:
 - using regular pre-paid post or registered post, 6 business day after pre-paid posting;
 - using priority pre-paid post or priority registered post, 4 business days after posting;
 - using express post, 2 business days after posting;
- if it is sent by post to an address outside Australia, 10 business days after posting;
- if it is faxed or sent electronically, on the business day after it is sent.
- if the notice and materials are available online, then notice is only treated as received in accordance with the above, if the material is available online when the notice is received (and, if not so available, then from when it is available.) The Company must use all reasonable endeavours to ensure it remains available until the meeting time.

Notice to a person entitled on the death etc of a member

153 The company may give a notice to a person who becomes entitled to shares on the death or bankruptcy of a member or under any law relating to mental health in accordance with the following:

- by serving it on the person personally;

- by posting it to the person at the address supplied to it by that person;
- by giving it in any other way in which it might have been given if the member had not died or become bankrupt or subject to any law relating to mental health.

Notice to joint holders

154 A notice to joint holders is given if the notice is given to the holder first named in the member's register as joint holder.

Notice of a general meeting

155 Notice of a general meeting must be given to each of the following:

- each member;
- each director;
- the auditor of the company;
- each person entitled to shares because of the death or bankruptcy of a member or under any law relating to mental health.

Persons not entitled to notice

156 A person who does not have an address in the member's register and who has not supplied an address or number for the giving of notices is not entitled to be given notice.

Winding up of the company

157 If, on the winding up of the company, the assets are more or less than sufficient to repay the whole of the issued capital of the company, the assets must be distributed so that the profit is made or the loss is borne by members proportionally to the capital which was paid up or which ought to have been paid up on their shares at the commencement of the winding up. Amounts paid in advance of a call are to be ignored.

Distribution of the company assets

158 If the company is wound up, the liquidator may, on a special resolution of the company, divide any part of the assets among members. The liquidator may do any one or more of the following:

- set what he or she regards as fair values on those assets;
- decide on the division between different members or classes of members;
- vest any assets in trustees on trust for the benefit of members as the liquidator thinks fit, but not so that a member would be forced to accept a share or security on which there is any liability.

Remuneration in relation to winding up etc

- 159 No remuneration may be paid to a director or liquidator from the proceeds of the sale or realisation of the company's property or undertaking, except with the approval of the company in general meeting.

H Indemnity for officers etc

Indemnity

- 160 Each officer and former officer of the company (and, if the company approves it in general meeting, an employee, authorised agent, auditor or general adviser of the company) is entitled to an indemnity from the company against any liability, loss or expense incurred as an officer of the company (or in the other relevant capacity). However, this indemnity only applies if one of the following conditions is satisfied:

160.1 The liability, loss or expense is to another person (except the company or a related body corporate) and does not arise out of conduct involving a lack of good faith.

160.2 The liability is for costs and expenses incurred either:

- in defending civil or criminal proceedings in which judgment is given in favour of the person or the person is acquitted; or
- in connection with an application in relation to those proceedings in which the court grants relief to the person under the *Corporations Act*.

Payment for an insurance policy

- 161 To the extent permitted by the *Corporations Act*, the company may, at the directors' discretion, enter into and pay for a policy of insurance insuring an officer or former officer against any liability incurred as an officer or employee of the company. However, this does not apply in relation to either of the following liabilities:

- a liability arising out of conduct involving a wilful breach of duty in relation to the company
- a contravention of section 182 or 183 of the *Corporations Act*.

Interrelationship between indemnity and policy

- 162 An officer or former officer who is entitled to an indemnity under the insurance policy entered into by the company is not entitled to an indemnity from the company, except to the extent that the policy does not fully indemnify him or her.

Indemnity continues

- 163 An indemnity given by the company under clause 160 continues to apply after any change to or deletion of that clause, but only in relation to acts and omissions before the change or deletion.

Definitions

Call includes an instalment of a call.

Corporations Act means the *Corporations Act 2001* (Cth).

Default Loan Agreement means the terms set out in Schedule 3 – Default Loan Agreement (Part F).

Dividend includes interim dividends and bonus issues.

Liability includes an immediate, future and possible liability.

Member present includes a member present by proxy or attorney – or, in the case of a corporation member, by a representative.

Officer means what it means in section 9 of the *Corporations Act*.

Person includes an entity or group that is not a legal entity.

Related body corporate means what it means in the *Corporations Act*.

Representative means a person authorised in accordance with section 250D of the *Corporations Act*.

Secretary includes an assistant and an acting secretary.

Writing includes writing in an electronic form.

Schedule 1

Names and usual residential addresses of initial directors

Name of director	Usual residential address of director
LUCIANO DI GREGORIO	Unit 1 21 EDNA STREET HEATHMONT, VIC, 3135
DINA GEORGES	Unit 1 21 EDNA STREET HEATHMONT, VIC, 3135

Classes of shares

Ordinary shares 'A' class shares, 'B' class shares, 'C' class shares, 'D' class shares, 'E' class shares, 'F' class shares, 'G' class shares, 'H' class shares, 'I' class shares, 'J' class shares, 'K' class shares, 'L' class shares, 'M' class shares, Redeemable preference shares.

Rights and restrictions attached to shares

Holders of classes of shares	Rights and restrictions
Ordinary, 'A', 'B' and 'C'	Right to receive notice of any general meeting of the company
	Voting rights as set out in clause 52
	Dividends as determined
	Right to participate in distribution of surplus assets on winding up
'D', 'E', and 'F'	No right to receive notice of any general meeting of the company
	No right to vote at any general meeting of the company
	Dividends as determined
	No right to participate in distribution of surplus assets on winding up
'G', 'H', and 'I'	Right to receive notice of any general meeting of the company
	Voting rights as set out in clause 52

Holders of classes of shares	Rights and restrictions
	Dividends as determined
	No right to participate in distribution of surplus assets on winding up
'J'	Right to receive notice of any general meeting of the company
	Voting rights as set out in clause 52
	No right to receive dividends as determined
	No right to participate in distribution of surplus assets on winding up
'K'	No right to receive notice of any general meeting of the company
	No right to vote at general meetings of the company
	No right to receive dividends as determined
	Right to participate in distribution of surplus assets on winding up
'L'	No right to receive notice of any general meeting of the company
	No right to vote at general meetings of the company
	Dividends as determined
	Right to participate in distribution of surplus assets on winding up
'M'	Right to receive notice of any general meeting of the company
	Voting rights as set out in clause 52
	No right to receive dividends as determined
	Right to participate in distribution of surplus assets on winding up
Redeemable preference shares	<p>To receive notices and to vote at general meetings of the company as if they were holders of ordinary shares, but only in one or more of the following circumstances:</p> <ul style="list-style-type: none"> • During a period in which a dividend or part of a dividend in respect of the shares is in arrears • On a proposal for a reduction in capital • On a resolution to approve the terms of a buy back agreement • On a proposal that affects rights attached to the shares • On a proposal to wind up the company

Holders of classes of shares	Rights and restrictions
	<ul style="list-style-type: none"> • On a proposal for the disposal of all the company's business, property and undertaking. <p>Right to a fixed cumulative dividend at a rate per annum determined by the directors at the date of issue, the cumulative dividend (plus arrears and interest) to rank in priority to dividends to be paid on all other shares of the company on issue</p> <p>On a winding up, and on a return of capital, right to a return of capital (plus dividends which have not been paid) but not to participate in any distribution of surplus assets, in priority to all other shares of the company on issue.</p>

Additional restriction on redeemable preference shares

Subject to section 254J and 254K of the *Corporations Act*, the company has the right to redeem preference shares by paying the holders their aggregate issue price plus accumulated dividends in accordance with the terms of issue. The right is to be exercised by notice in writing to holders at their addresses in the member's register, accompanied by the company's cheque for the amount payable.

Schedule 2

Statement by persons who have consented to be members of the company

We consent to becoming members of the company. We agree to the form of this Constitution of the company.

Name of member	Usual residential address
LUCIANO DI GREGORIO	Unit 1 21 EDNA STREET HEATHMONT, VIC, 3135
DINA GEORGES	Unit 1 21 EDNA STREET HEATHMONT, VIC, 3135

Schedule 3 – Default Loan Agreement (Part F)

A The facility

Interest on loans

- 1 As from 1 July after a loan is made by the company to a member, the member must pay interest on the outstanding amount of that loan at the Benchmark Interest Rate as defined in the *Income Tax Assessment Act 1936*.

Minimum annual repayment

- 2 In relation to each amalgamated loan, the member must make annual repayments by 30 June each year that are at least the minimum yearly repayments as defined in section 109E(5) of the *Income Tax Assessment Act 1936*. However, the parties acknowledge that, if:
 - the member fails to pay a minimum yearly repayment or all of a minimum yearly repayment (shortfall);
 - the member is experiencing hardship due to COVID-19;
 - the member makes an application to the regulator in the requisite form for an extension of time to repay the shortfall;
 - the regulator makes a decision not to regard the shortfall as a payment of a dividend under section 109RD of the *Income Tax Assessment Act 1936*; and
 - the member repays the shortfall to the company no later than 12 months after the due date,

then the company will accept those arrangements, and that repayment of the shortfall, as complying with the member's obligations under this agreement in relation to the relevant minimum yearly repayment.

Repayment of loan and interest

- 3 The member must repay each loan to the company, plus all interest that remains unpaid on it, no later than 7 years from the date the loan is made or is deemed by the *Income Tax Assessment Act 1936* to have been made. The member may repay any part of a loan, and any interest on a loan, before that date.

Capitalising interest

- 4 The company may capitalise any interest that has become due but remains unpaid. That interest is then to be treated as having been added to the amount of the loan as from the date it became due.

Company may require security

- 5 The company may at any time require the member to provide reasonable security for the performance of the member's obligations under this agreement.

Costs

- 6 The member must pay the company the costs it reasonably incurs in connection with this agreement, and any security the member offers or provides under it. This includes stamp duty.

B Default

Acceleration of amounts owing under this agreement

- 7 The company may elect to treat all loans made to the member under this agreement, and any interest that has accrued but remains unpaid, as payable automatically and immediately if any of the following happens:
- The member fails to pay an amount in accordance with this agreement.
 - The member assigns any of the member's property for the benefit of creditors or any class of them.
 - The member's interest in or under this agreement is attached or is taken in execution under any legal process.
 - A mortgagee or person with a similar legal interest in any of the member's assets takes possession of them or takes a step in that direction, or exercises a power of sale over them.
 - The member ceases to conduct or suspends the conduct of a major part of its business, or threatens to do so, except for the purpose of a solvent reconstruction or amalgamation that has been approved by the company.
 - The member, being a company, disposes of its assets, or threatens to do so, except for the purpose of a solvent reconstruction or amalgamation that has been approved by the company.
 - A security interest becomes enforceable or is enforced against the member.
 - A distress, attachment or other form of execution is levied or enforced against the member for more than \$1,000.
 - The member takes any step to obtain protection under legislation against the member's creditors, or is granted that protection.
 - The member commits an act of bankruptcy or becomes insolvent.
 - The member passes a resolution to appoint an administrator or an administrator of the member is appointed.
 - An order is made that the member be wound-up.
 - An order is made appointing a liquidator or a provisional liquidator of the member.
 - An order is made or a resolution is passed for the member to enter into any

arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them, except for the purposes of a solvent reconstruction or amalgamation previously approved by the company.

- The member is, or states that it is, or under applicable legislation is taken to be, unable to pay its debts (except as a result of a failure to pay a debt or claim that is the subject of a dispute in good faith) or stops or suspends or threatens to stop or suspend payment of all or a class of its debts.
- A receiver, receiver and manager, administrator, controller or similar officer of any of the assets or the whole or any part of the undertaking of the member is appointed.
- The member is or makes a statement from which it may be reasonably deduced by the company that the party is the subject of an event described in section 459C(2) of the *Corporations Act*.
- An event occurs that is analogous or having a substantially similar effect to any of the events specified in this clause occurs.

C General provisions

Method of payment

- 8 The company may inform the member in writing that it requires payment under this agreement to be made in a specified way.

Joint and individual liability

- 9 Where a member is comprised of more than one person, the obligations imposed on a borrower by this agreement are imposed on those persons individually as well as jointly. A breach by any of them is a breach by all of them.

Waiver

- 10 The company only waives the exercise of a right or the performance of a duty under this agreement by specifically waiving it in writing, and then only to the extent it is specifically waived. Nothing else suffices.

Severability

- 11 Each provision in this agreement is to be interpreted in a way that makes it enforceable. If anything in this agreement is unenforceable, it is to be disregarded to that extent. All other provisions remain unaffected.

Jurisdiction

- 12 This agreement is governed by the law of the jurisdiction in which the company was incorporated. Each party submits to the jurisdiction of the courts of that jurisdiction. No party may argue, on the basis of the doctrine of forum non conveniens or any other basis, that the courts of that jurisdiction should not exercise jurisdiction.

Legislation

- 13 In this agreement, unless expressed to the contrary, a reference to any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it.

Definitions in this Default Loan Agreement

Amalgamated loan means the total of all the loans made under this agreement that are made in a particular year of income and are not repaid by the end of that year.

Associate means what it means in Division 7A of the *Income Tax Assessment Act 1936*.

Company means the company of whose Constitution this Schedule forms part.

COVID-19 means the coronavirus known as 'COVID-19'.

Loan means any of the following:

- an advance of money
- a provision of credit or of some other financial accommodation
- a payment of an amount for or on behalf of or at the request of the borrower where there is an express or implied obligation to repay the amount
- a transaction which in substance effects a loan of money
- it includes any of these that is deemed to have been made under the *Income Tax Assessment Act 1936*.

Member means any person who is a member of the company at the relevant time.

Regulator means the Commissioner of Taxation.

Schedule 4

Proxy Form

DI GREGORIO INVESTMENTS PTY LTD ACN: 666507286

Meeting

Place	
Date	
Time	

I/We, *[insert name and address of member/members]*, am/are a member/members of *[insert company name and ACN]*. I appoint the following person/persons as my proxy/proxies to vote on my/our behalf at the specified meeting and any adjournment.

Name or office of proxy	Address

I/We appoint the following alternate person/persons to vote on my/our behalf at that meeting and any adjournment if a person I/we have appointed proxy is/are unable to act.

Name of proxy	Name of alternate	Address of alternate

[Include any instructions concerning voting in favour of or against particular resolutions]

Signature/signatures of member/members

[Insert name of member/members appointing proxy]

Execution

Date: 15 March 2023

Signature of member:



LUCIANO DI GREGORIO

SIGN HERE


Signature of witness:



**WITNESS
SIGN**

Name of witness:

STELLA LIEN _____



Date: 15 March 2023

Signature of member:



DINA GEORGES

SIGN HERE


Signature of witness:



**WITNESS
SIGN**

Name of witness:

STELLA LIEN _____



GREAT RYRIE STREET PROPERTY TRUST

Declaration of Custody Trust for the

DG Super Fund

DI GREGORIO INVESTMENTS PTY LTD ACN 666507286

and

D & L DI GREGORIO PTY LTD ACN 646093656

PGP CONSULTING PTY LTD
Level 12
99 William Street
Melbourne VIC 3000
Tel: 03 8842 6860
Fax: 03 9614 8314
info@pgpconsulting.com.au
www.pgpconsulting.com.au

Maddocks Lawyers
Tel: 1300 307 343
(c/- Cleardocs)
info@maddocks.com.au
www.maddocks.com.au

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BETWEEN

DI GREGORIO INVESTMENTS PTY LTD ACN 666507286
of Unit 1
21 EDNA ST
HEATHMONT, , 3135
Australia

(Custodian)

AND

D & L DI GREGORIO PTY LTD ACN 646093656
in its capacity as trustee for the Fund
of Unit 1
21 EDNA ST
HEATHMONT, , 3135
Australia

(Trustee)

Background

- A The Fund is a Regulated Fund and the Trustee is the trustee for the Fund.
- B In limited circumstances, the law allows the trustee of a Regulated Fund to agree to borrow funds to acquire an investment for that Regulated Fund. The relevant law is in Part 7 of the SIS Act relating to borrowing by superannuation funds. The exceptions to the general prohibition on superannuation funds borrowing provide, among other things, that for a borrowing arrangement to be allowed:
- legal title to the investment must be held by a third party on behalf of the trustee of the Regulated Fund; and
 - the lender's rights against the trustee of the Regulated Fund for any default under the borrowing arrangement must relate only to the investment for which the trustee will purchase with the money it borrows.
- C The Trustee intends to borrow funds from a lender to acquire the Authorised Investment under an arrangement of the nature described in Recital B.
- D The Custodian agrees to act as the third party described in Recital B and to hold title to the Authorised Investment under this Deed.

Operative provisions

A Custodian's Declaration of trust

What does the Custodian hold on trust?

- 1 The Custodian declares that it will hold the benefit of the Custody Fund on trust for the Trustee under this Deed, with effect from the date:

- 1.1 that the Custodian purchases the Authorised Investment as contemplated by clause 3; or
 - 1.2 the date on which the Custodian receives any property to be held or applied in accordance with the trusts under this Deed.
- 2 The parties agree that the Trust is established and is to be maintained in connection with the limited recourse borrowing arrangement with the Lender.

What information and money must the Trustee provide?

- 3 The Custodian and the Trustee agree that:
 - 3.1 the details in the Schedule to this Deed are all the relevant details regarding the Authorised Investment ; and
 - 3.2 the Trustee will provide to the Custodian all funds necessary to enable the Custodian to purchase the Authorised Investment identified in the Schedule.

When the Trustee does that, it will be taken to have requested the Custodian, and the Custodian will be taken to have agreed, to purchase and take legal title to the Authorised Investment under this Deed.

What is the name of the Custody Trust?

- 4 The parties agree that the name of the Custody Trust will be the GREAT RYRIE STREET PROPERTY TRUST.

B Custodian to hold title

What title must the Custodian hold?

- 5 The Custodian agrees that (subject to clause 8), it will maintain legal title to the Authorised Investment until the Trustee directs it under clauses 9 to 12 of this Deed.

What bank accounts are to be used?

- 6 The Trustee must:
 - 6.1 designate one or more bank accounts of the Fund into which all amounts referred to in clause 7 may be deposited; and
 - 6.2 advise the Custodian of the details of that bank account or those accounts.

Income, accruals, accretions

- 7 The Custodian agrees to deposit, or arrange for the deposit of, the following amounts into the Cash Account or as otherwise directed by the Trustee:
 - 7.1 any interest, income or other proceeds that the Authorised Investment generates; and
 - 7.2 any accretions or accruals attributable to the Authorised Investment.

May the Custodian have listed securities held by a CHESSE sponsor?

- 8 If the Authorised Investment is listed securities, then the Custodian may engage a duly licensed CHESSE sponsor to hold the Authorised Investment — as long as the Custodian first obtains the Trustee's written consent. The Custodian may do that even though it has an obligation to maintain legal title to the Authorised Investments.

C Trustee to direct Custodian

What interest does the Trustee have in the Authorised Investment?

- 9 At all times up to and including the Vesting Date, the Trustee:
- 9.1 has a vested and indefeasible interest in the Authorised Investment and any other assets comprising the Custody Fund; and
 - 9.2 is absolutely entitled to the Authorised Investment and any other assets comprising the Custody Fund as against the Custodian.

How may the Trustee have the Authorised Investment transferred?

- 10 The Trustee may in writing direct the Custodian to transfer, or otherwise deal with, the Authorised Investment and the other assets comprising the Custody Fund. The Custodian must do as directed. Before the Custodian transfers, or otherwise deals with, the Authorised Investment and any other asset comprising the Custody Fund as directed by the Trustee, the Custodian must notify the Lender in writing.

What information must the Custodian collect, provide etc?

- 11 The Custodian will use its best endeavours to obtain information concerning the Authorised Investment. It will communicate all that information to the Trustee as soon as practicable. For example, the Custodian must provide the Trustee with any information it needs to help it exercise a discretion about, say, voting, or about participating in bonus issues, capital reductions, share buy backs, rights plans, and so on.

May the Trustee require the Custodian to execute charge documents?

- 12 The Custodian must execute all documents the Trustee asks it to execute, including any required form of guarantee and indemnity and any other documents that are necessary to charge the Authorised Investment to secure the Trustee's payment to the Lender of all money owed in respect of the Authorised Investment.

D Restriction on Custodian's Discretion

- 13 Notwithstanding any other provision to the contrary set out in this Deed, the exercise of any Discretion (if any) by the Custodian under this Deed requires the consent of the Trustee in all instances.

E Trustee's warranties

- 14 The Trustee warrants that:
- 14.1 the Fund is a Regulated Fund;
 - 14.2 the Fund has a written investment strategy which accords in all respects with Superannuation Law;
 - 14.3 the Trustee's investment in the Authorised Investment accords with the Fund's written investment strategy;
 - 14.4 the Trustee is the sole trustee of the Fund;
 - 14.5 the Trustee has the power and authority to enter into this Deed;
 - 14.6 the Trustee has the power and authority to purchase the Authorised Investment; and
 - 14.7 this Deed is legally binding on it, and the Deed is enforceable against it in accordance with its terms.

F Duration of Trust

When does the Trust start and end?

- 15 The Trust commences on the date described in Clause 1 and terminates on the Vesting Date.

What must the Trustee do before the Vesting Date?

- 16 Before the Vesting Date, the Trustee must ensure:
- 16.1 that all money the Lender loaned to the Trustee in respect of the Authorised Investment has been repaid; and
 - 16.2 that any security or charge over the Authorised Investment has been discharged in full.

What must the Custodian and Trustee do on (or soon after) the Vesting Date?

- 17 On the Vesting Date (or as soon as practicable after the Vesting Date) the Custodian must either:
- 17.1 transfer the Authorised Investment and any other assets comprising the Custody Fund to the Trustee; or
 - 17.2 otherwise deal with the Authorised Investment and other assets comprising the Custody Fund as the Trustee may direct in writing.

G Replacement or resignation of Custodian

May the Trustee add, remove, or replace the Custodian?

- 18 At any time, the Trustee may by deed remove the Custodian, appoint a replacement custodian or appoint an additional custodian.

What must an outgoing Custodian do?

- 19 The outgoing Custodian must as soon as practicable after being removed or replaced:
- 19.1 sign all documents and do all things necessary to transfer legal title (and any CHES Sponsorship) in the Authorised Investment and in any other asset comprising the Custody Fund to the new or continuing custodian; and
 - 19.2 sign all documents and do all things necessary to transfer any charge or security in respect of the Authorised Investment or any other asset comprising the Custody Fund to the new or continuing custodian.

What must a continuing Custodian do?

- 20 If a new Custodian is added, then as soon as practicable the continuing Custodian must sign all documents and do all things necessary to transfer legal title (and any CHES Sponsorship) in the Authorised Investment, and in any other asset comprising the Custody Fund, to the new custodian jointly with the continuing custodian.

How may the Custodian resign?

- 21 The Custodian may resign by providing at least 60 days written notice to the Trustee. During the 60 day period, the Custodian must comply with any reasonable directions of the Trustee concerning completing the steps set out in clauses 19.1 to 19.2.

H Trustee indemnifies Custodian

- 22 The Trustee agrees to indemnify and keep the Custodian indemnified against all liabilities, actions, proceedings, demands, claims, costs, damages, stamp duty, taxes, losses and expenses incurred or sustained by the Custodian or brought or made against the Custodian:
- 22.1 in relation to the purchase of the Authorised Investment;
 - 22.2 by virtue of the Custodian holding legal title to the Authorised Investment; and
 - 22.3 as a consequence of the Custodian complying with any direction of the Trustee under this Deed.

I Trustee to pay Custodian's costs

- 23 The Trustee indemnifies the Custodian against, and will pay the Custodian on demand, the amount of, all losses, liabilities, costs and expenses (including, without limitation, legal expenses on a full indemnity basis) and Taxes in connection with:
- 23.1 the negotiation, preparation, execution, stamping and registration of this Deed;

23.2 the enforcement or attempted enforcement or preservation or attempted preservation of any rights under this Deed; and

23.3 any amendment to, or consent, waiver or release of or under, this Deed.

J Notices to the parties

24 All notices to be given to or demands to be made under this Deed must be in writing. They may be delivered in person or sent by mail to the party's current business address.

25 A notice is to be treated as received in accordance with the following:

- if delivered personally, on the actual date of receipt;
- if it is sent by post in Australia:
 - using regular pre-paid post or registered post, 6 business days after pre-paid posting;
 - using priority pre-paid post or priority registered post, 4 business days after posting;
 - using express post, 2 business days after posting;
- if it is sent by post to an address outside Australia, 10 business days after posting
- if it is faxed or sent electronically, on the business day after it is sent.

K Jointly and Severally Liable

26 If two or more persons or entities comprise a party to this Deed, then each person or entity is jointly and severally liable for the obligations of that party under this Deed.

L Limitation

27 Notwithstanding anything else to the contrary contained in this Deed the Custodian and the Trustee agree that:

27.1 the Custodian's rights against the Trustee for, in connection with, or as a result of (whether directly or indirectly) either of the following defaults are limited to rights relating to the Authorised Investment:

- default on the relevant advance made by the Lender to the Trustee; or
- default on the sum of the borrowing and charges related to that advance; and

27.2 if the Trustee has a right relating to the Authorised Investment (other than a right to acquire legal ownership of the Authorised Investment on repayment to the Lender of the relevant loan), then the Custodian's rights and the rights of any other person against the Trustee for, in connection with, or as a result of, (whether directly or indirectly) the Trustee's exercise of its right, are limited to rights relating to the Authorised Investment.

M Compliance with Superannuation Law

28 The Custodian and the Trustee agree that all arrangements in respect of the Custody Trust as contained in, or referred to in, this Deed must be strictly in accordance with Superannuation Law including, without limitation, for the purpose:

28.1 of ensuring the concessional tax treatment of the Fund and of amounts paid into or out of the Fund; and

28.2 of the Fund's status as a Regulated Fund.

29 For this purpose:

29.1 The provisions of this Deed which (whether expressly or impliedly) confer or impose discretions, powers, rights or obligations on the parties are to be read as:

29.1.1 extending to confer or impose on the parties any discretions, powers, rights or obligations as may be necessary to ensure compliance with Superannuation Law; and

29.1.2 circumscribing any discretions, powers, rights or obligations of the parties to the extent necessary to ensure compliance with Superannuation Law; and

29.2 If a provision of this Deed (whether express or implied) is inconsistent with this purpose, then that provision must be read down to the extent necessary to ensure compliance with the requirements of this clause 29. If it is not possible to read down a provision of this Deed in that manner, then that provision is severable without effecting the validity or enforceability of the remaining part of that provision or of other provisions in this Deed.

N General and interpretation

30 Time is of the essence of all obligations under this Deed.

31 This Deed may only be varied or replaced by a document executed by the parties.

32 Each party must promptly execute and deliver all documents and promptly take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Deed.

33 Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the parties. It survives this Deed's termination.

34 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Deed.

35 The warranties, undertakings, agreements and continuing obligations in this Deed do not merge on completion.

36 This Deed is governed by, and interpreted under, the laws of the jurisdiction set in the Schedule.

37 If a party consists of more than one person, then this Deed binds them jointly and each of them severally.

- 38 This Deed may be executed in any number of counterparts all of which taken together constitute one instrument.
- 39 If a payment or other act is required to be made or done on a day which is not a Business Day, then the payment or act must be made or done on the next following Business Day.
- 40 If a provision in this Deed is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 41 If it is not possible to read down a provision of this Deed in the manner described above, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Deed.
- 42 A reference in this Deed to:
- 42.1 a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
 - 42.2 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
 - 42.3 a person includes the legal personal representatives, successors and assigns of that person;
 - 42.4 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the relevant purposes or objects of the first-mentioned body;
 - 42.5 this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
 - 42.6 the singular includes the plural and vice versa; and
 - 42.7 a gender includes the other genders.
- 43 If a party that is a trustee makes a covenant, agreement, undertaking representation or warranty, then the covenant, agreement, undertaking, representation or warranty is to be construed as having been made in the capacity as trustee of the relevant trust.

O Definitions

44 In this deed unless expressed or implied to the contrary:

Authorised Investment means the investment specified in the Schedule.

Business Day means Monday to Friday excluding public holidays in the state or territory identified in the Schedule.

Cash Account means the account established under clause 6.

Custody Fund means the Authorised Investment together with the following assets transferred to the Custodian and other amounts which accrue or are paid in respect of the Authorised Investment:

- all right title and interest of the Custodian from time to time in the Authorised Investment;
- all income and other proceeds generated from the holding of the Authorised Investment; and
- all other income, proceeds, accretions or accruals attributable to the Custody Trust.

Custody Trust means the trust known as "GREAT RYRIE STREET PROPERTY TRUST" created by operation of this Deed.

Deed means this trust deed duly executed by the parties, including any schedules.

Discretion means a right or power to act in accordance with one's own judgment.

Fund means the DG Super Fund.

Lender means each person from whom the Trustee is borrowing in order to acquire Authorised Investment, as identified in the Schedule.

Regulated Fund means a 'regulated superannuation fund' within the meaning of section 19 of the SIS Act and a 'complying superannuation fund' within the meaning of Part 5 of SIS Act.

Schedule means the schedule to this Deed.

SIS Act means the Superannuation Industry (Supervision) Act 1993 (Cth).

Superannuation Law means:

- any law of the Commonwealth of Australia which deals with any aspect of the superannuation or taxation in relation to superannuation, including the SIS Act and the Superannuation Industry (Supervision) Regulations 1994 (Cth); and
- any lawful requirement in relation to the Fund by any authority or body that has responsibility in connection with the regulation of superannuation, or taxation in relation to superannuation.
- It includes:
- changes to any such laws or requirements after the date of this Deed; and
- any proposed law or lawful requirement that the trustee believes may have retrospective effect.
- **Trustee** means the trustee for the time being of the Fund, who as at the date of this Deed is the person identified on page 1.

Vesting Date means either:

- the date which is 80 years from the date of this Deed; or
- any earlier date the Custodian and Trustee jointly determine.

Schedule

Lender:	THINK TANK GROUP PTY LTD
Lender ABN/ACN (if applicable):	117819084
Lender Address for Notices:	Floor 24 101 MILLER STREET NORTH SYDNEY, NSW, 2060 Australia
Loan Amount:	\$290,000.00
Loan Term:	30 years
Authorised Investment:	70 GREAT RYRIE STREET HEATHMONT, VIC, 3135 Australia Certificate of Title Volume 11205 Folio 017
Jurisdiction:	Victoria
Settlement Date (if applicable):	8 June 2023

Execution

Executed by the parties as a deed.

Dated: 15 March 2023

Executed as a deed by
DI GREGORIO INVESTMENTS PTY LTD
ACN 666507286, in accordance with sections
127(1) and 127(3) of the *Corporations Act*
2001 (Cwth):



LUCIANO DI GREGORIO, director

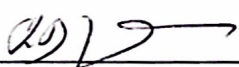




DINA GEORGES, director




Executed as a deed by
D & L DI GREGORIO PTY LTD ACN
646093656, in its capacity as trustee for the
Fund, in accordance with section 127(1) of
the *Corporations Act* 2001 (Cwth):



LUCIANO DI GREGORIO, director





DINA GEORGES, director



Certificate of Duty Trust Deed

SRO Reference Number: 5660315

Certificate Issue Date: 16th March 2023

ASSESSMENT INFORMATION

Duty Assessed: \$0
Interest: \$0
Total Amount: \$0
Section: s34 - Custodian Trust

TRUST INFORMATION

Trust Name: Great Ryrie Street Property Trust
Date of Trust: 15th March 2023

TRUSTEE

Company: DI GREGORIO INVESTMENTS PTY LTD

This duty statement is a summary of the transaction submitted to the State Revenue Office through Duties Online and does not constitute a Notice of Assessment. This duty statement confirms that the transaction has been assessed by the State Revenue Office.

A copy of the Notice of Assessment can be obtained by contacting the State Revenue Office on (03) 9628 6539 or by email to dutiesonline@sro.vic.gov.au

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CD2011/1

Superannuation Trust Deed for a Self- Managed Fund

for

DG Super Fund

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Overview

For the convenience of users, this superannuation trust deed is written in plain language. It contains only those clauses that are appropriate for the particular form of self-managed superannuation fund that you have chosen. *It is not suitable for any other form of fund.*

If you decide to change the trustees of the fund, for example, replace individual trustees with a corporate trustee or replace a corporate trustee with individual trustees, you will have to use the Cleardocs system to create a replacement deed that incorporates the necessary clauses for the new form of fund.

You cannot change the form of the fund in any other way.

A Establishment of the fund

The establishment of the fund

- 1 Each person named as a member in the Schedule to this deed, and each person named as trustee in the Schedule enter into this deed to establish the DG Super Fund as a self-managed superannuation fund under the SIS Act. It is an indefinitely continuing superannuation fund.

Purpose of the fund

- 2 The sole or primary purpose of the fund is to provide old age pensions and other benefits to members on their retirement.

Trustee of the fund

- 3 The initial trustee is named in the Schedule to this deed. The trustee accepts the appointment. The fund is vested in the trustee. No other person (including a member) has any legal or beneficial interest in any asset of the fund except to the extent expressly stated elsewhere in this deed. The trustee must manage the fund in accordance with this deed.

Method of decision by trustee under this deed

- 4 The trustee may only make decisions under this deed in the manner set out in the trustee's constitution.

Deed subject to superannuation law

- 5 This deed is to be interpreted so as to comply with superannuation law. In particular, it is to be construed so that the fund it establishes qualifies as a self managed superannuation fund under superannuation law and so that it qualifies for, and payments from it qualify for, all available concessional tax treatment under the Tax Act. To the extent that anything in this deed is inconsistent with superannuation law, or precludes any available concessional tax treatment under the Tax Act – including in respect of a payment made under this deed – it is to be severed from the deed. Any obligation or requirement either imposed by superannuation law in respect of the fund established or evidenced by this deed, or required to be included to ensure all available concessional tax treatment under the Tax Act – including in respect of any payment made from the fund – that is not expressed in this deed is nonetheless to be regarded as incorporated in it by reference.

Trustee must comply with law

- 6 The trustee must not do or fail to do anything as trustee of the fund that would result in either of the following:
 - a breach of law, including superannuation law; or
 - the fund ceasing to qualify as a self managed superannuation fund under

superannuation law or to qualify for, or for payments made from the fund to qualify for, all available concessional tax treatment under the Tax Act.

B Membership

Initial members of the fund

- 7 The initial members of the fund are named in the Schedule. Each of them has completed and signed an 'Application to become a Member' in a form approved by the trustee.

Trustee may appoint additional members

- 8 The trustee may appoint a person as an additional member of the fund if he or she has completed and signed an 'Application to become a Member' in a form approved by the trustee.

The additional member must consent to doing all things necessary to become a director of the trustee of the fund upon appointment unless the additional member is unable to become a director of a trustee under superannuation law.

Beneficiaries as additional members

- 9 Subject to clause 10, a person who is to receive a death benefit from the fund in the form of a pension becomes a member of the fund when:
- the trustee has accepted that person as an additional member; and
 - that person has received a pension payment from the fund.

Applicant to provide information to trustee

- 10 On written request by the trustee, a beneficiary, a member or applicant for membership of the fund must supply the trustee with information that the trustee thinks necessary for any purpose. This extends to submitting to a medical examination by a doctor who is acceptable to the trustee.
- 11 If a beneficiary, member, or applicant fails to do so, the trustee may decline to accept the applicant as a member, suspend collection of contributions in respect of that person, may withhold benefits from that person, impose conditions on that person's membership and/or refuse to accept further contributions in respect of that member, as the trustee thinks fit.

Conditions must be met

- 12 Subject to clause 27, a person does not become an additional member of the fund, and the trustee must not accept a person as an additional member of the fund, unless each of the following conditions is met:
- the total number of members would be no more than the number permitted by superannuation law;
 - the person is not disqualified from being a director of the trustee of the fund;
 - the person is not in an employment relationship with another member of the fund except another member who is also a relative of that person;

- the trustee is satisfied that the person will become a director of the trustee of the fund on being accepted as a member of the fund, as required by superannuation law, or that alternative arrangements satisfactory under superannuation law have been or are to be made.

Effect of becoming member

- 13 An additional member becomes bound by this deed on being accepted as an additional member.

Date of commencement of membership of additional member

- 14 An additional member's membership commences on the date the trustee specifies, when accepting the person as a member. If the trustee does not specify a date, then the additional member's membership commences on the date the trustee received his or her application or the date referred to in clause 9 (if applicable). The trustee may impose, and subsequently vary, conditions on the membership of a person.

Date of additional member's commencement as trustee

- 15 An additional member becomes director of the trustee of the fund on the date his or her membership commences provided that the trustee has done everything necessary to appoint the additional member as a director of the trustee. The exception is where alternative arrangements, satisfactory under superannuation law, have been made relating to an appointment in respect of the member.

Back-dating of membership

- 16 With the trustee's consent, the relevant employer may back-date the commencement of an additional member's membership for any period the employer thinks fit. Unless the employer decides otherwise with the agreement of the trustee, that additional period will count as a period of membership.

Trustee must notify new member

- 17 As soon as practicable after a person becomes a member of the fund (and not later than 3 months after the person becomes a member), the trustee must ensure that the member is given a product disclosure statement in the form acceptable to the trustee which the superannuation law requires to be given to new members of the fund. However the trustee may instead choose to rely on a relevant exemption, available under superannuation law, to the requirement to provide a product disclosure statement.

Trustee must disclose and report

- 18 The trustee must ensure that members, former members and beneficiaries are provided with information in writing, or copies of accounts, records and documents of the fund, that the superannuation law requires them to be given.

Trustee must notify exiting member

- 19 As soon as practicable after a person ceases to be a member of the fund, the trustee must ensure that that person (or his or her legal personal representative) is given a written statement of the information the superannuation law requires to be given to persons who cease to be members of the fund.

Limit on disclosure

- 20 A dependant of a member is not entitled to any additional information relating to the operation or conduct of the fund which the trustee thinks it is inappropriate to disclose.

Members must inform trustee of change affecting fund compliance

- 21 A member must immediately inform the trustee if the member becomes aware that either of the following may happen:
- the member may enter into an employment relationship with another member who is not also a relative of the member; or
 - the member may be disqualified from being a director of the trustee of the fund.

Members and trustee must ensure fund compliance

- 22 A member and the trustee must ensure that the member ceases to be a member of the fund within 6 months after either of the following happens:
- the member enters into an employment relationship with another member who is not also a relative of the member; or
 - the member is disqualified from being a director of the trustee of the fund.

Trustee and members must rectify non-compliance

- 23 If a member of the fund enters into an employment relationship with another member who is not also a relative of the member, or becomes disqualified from being a director of the trustee of the fund, the trustee and the members must do whatever is necessary to ensure that, within 6 months after the member entered into the employment relationship or became disqualified:
- no member of the fund is in an employment relationship with another member who is not also a relative of the member; and
 - no member of the fund is disqualified from being a director of the trustee of the fund.

Types of compliance arrangement

- 24 The types of things that may be done to ensure compliance include each of the following:
- a member may request the member's benefits or entitlement in the fund to be paid in accordance with this deed or to be transferred or rolled over to an approved benefit arrangement under clause 142.
 - the trustee may transfer a member's benefits or entitlement in the fund to an

eligible roll over fund under clause 143.

Ceasing to be a member

25 A person ceases to be a member of the fund as soon as the first of the following happens:

- the person dies.
- the person ceases to be a director of the trustee of the fund.
- when payment of all the member's benefits is made to the member or to an approved benefit arrangement for the member.
- when benefits payable to or for the member cease to be payable.
- as determined in accordance with any condition imposed as the person's membership under clause 14.

When a person ceases to be a member of the fund, the person ceases to be a director of the trustee of the fund, if he or she has not already ceased to act in that role.

Exception to ceasing to be a member

26 A person (**first person**) does not cease to be a member of the fund when the first person ceases to be a director of the trustee of the fund if:

- another person (**second person**) has been appointed to act as a director of the trustee of the fund in the place of the first person; and
- that second person is the first person's legal personal representative, while he or she holds an enduring power of attorney in respect of the first person or while the first person is under a legal disability.

Minor as a member

27 A minor, being a person who is under 18 years of age, may be a member of the fund provided the superannuation law is complied with. In relation to a member who is a minor:

- the minor's parent or guardian must make the application for the minor to become a member in a form acceptable to the trustee;
- decisions in relation to the minor's membership must be made by the minor's parent or guardian until:
 - the minor turns 18; or
 - after the minor turns 16, the time at which the parent or guardian notifies the fund that the minor will be making decisions in relation to the minor's membership;
- when the minor turns 16, any parent or guardian acting as a director of a corporate trustee in place of the member, may continue acting in that role; and
- when the minor turns 18, the parent or guardian acting as a director of the trustee of the fund must do everything necessary to procure that the minor be appointed as a director of the trustee of the fund in place of them acting in that role.

C Accounts of the fund

Trustee must establish certain types of account

- 28 The trustee must establish:
- an accumulation account or a pension account, or a combination of both, in respect of each member or beneficiary for each class; and
 - an income account.

Credits to accumulation accounts

- 29 The trustee may credit, as the trustee thinks appropriate, each of the following to the accumulation account of a member:
- 29.1 Contributions made by or in respect of a member.
- 29.2 Other contributions allowed under this deed and superannuation law that are made in respect of the member.
- 29.3 Positive earnings transferred from the income account.
- 29.4 A shortfall component paid in respect of that member after any tax that is payable in relation to it has been deducted from it.
- 29.5 An amount paid to the trustee as a transfer or roll over payment in respect of that member which the trustee thinks it appropriate to credit to the account.
- 29.6 An amount transferred from the pension account of a beneficiary of the member.
- 29.7 The proceeds of an annuity or insurance policy which relates to the member.
- 29.8 Any other amount the trustee thinks it appropriate to credit to the account, or is required to credit to the account, in accordance with superannuation law.

Debits to accumulation accounts

- 30 The trustee may debit, as the trustee thinks appropriate, each of the following from the accumulation account of a member:
- 30.1 The expenses of the fund;
- 30.2 Tax payable in respect of contributions or any shortfall component that are paid to the fund;
- 30.3 A payment of a benefit to or in respect of the member or a beneficiary of the member except a payment from a pension account;
- 30.4 An amount paid out of the fund in respect of the member or a beneficiary of the member as a transfer or roll over payment;
- 30.5 The cost of any annuity or policy of insurance which relates to the member;
- 30.6 Any negative earnings of the fund determined in accordance with this deed;
- 30.7 An amount determined in response to a release authority in respect of a first home super saver determination;
- 30.8 An amount determined under a COVID-19 determination;

- 30.9 An amount paid to indemnify the trustee in accordance with this deed;
- 30.10 An amount credited to the pension account of a beneficiary;
- 30.11 A levy;
- 30.12 Any other amount the trustee thinks it appropriate to debit or is required to debit in accordance with superannuation law.

Contributions-split requests

- 31 A member may ask the trustee (in a way that satisfies the requirements of superannuation law) that contributions made to the fund in respect of that member in the previous financial year be:
- 31.1 allotted to the accumulation account of that member's spouse; or
- 31.2 rolled-over or transferred to the trustee of an approved benefit arrangement of which that member's spouse has joined or is eligible to join.
- 32 The trustee must allot, roll-over or transfer the relevant contributions pursuant to a request received under clause 31 provided:
- The request satisfies the requirements of superannuation law.
 - The trustee is satisfied that the allotment, roll-over or transfer complies with superannuation law; and
 - The amount of the contributions that the trustee allots, rolls-over or transfers does not exceed the amount in the member's accumulation account, taking into account any amount that the trustee otherwise determines to debit from the member's accumulation account.

Credits to the income account

- 33 The trustee may, as the trustee thinks appropriate, credit each of the following to the income account of the fund:
- 33.1 Income and profits of the fund.
- 33.2 Adjustment credits made in accordance with clause 36.
- 33.3 The proceeds of an insurance policy which the trustee decides not to credit to a member's or beneficiary's accumulation or pension account.
- 33.4 A surplus resulting from a valuation under clause 41.
- 33.5 Financial assistance received by the fund under part 23 of the SIS Act which the trustee decides not to credit to a member's or beneficiary's accumulation or pension account.
- 33.6 Any other amount the trustee thinks it appropriate to credit or is required to credit in accordance with superannuation law.

Debits to the income account

- 34 The trustee may, as the trustee thinks appropriate, debit each of the following to the income account of the fund:

- 34.1 The expenses of the fund, except those the trustee debits from a member's or beneficiary's accumulation or pension account.
- 34.2 Tax payable or likely to become payable in respect of contributions, shortfall components, or income and profits of the fund, except tax the trustee debits from a member's or beneficiary's accumulation or pension account.
- 34.3 Adjustment debits made in accordance with clause 36.
- 34.4 The cost of an insurance policy which the trustee decides not to debit from a member's or beneficiary's accumulation or pension account.
- 34.5 A deficiency resulting from a valuation under clause 41.
- 34.6 The amount of a levy, except an amount the trustee debits from a member's or beneficiary's accumulation or pension account.
- 34.7 Any loss on the disposal of an investment of the fund.
- 34.8 Any other amount the trustee thinks it appropriate to debit or is required to debit in accordance with superannuation law.

Tax on income

- 35 The trustee must make provision for the payment of any tax payable in relation to the taxable income of the fund and must deduct any tax that is payable and that has not already been deducted from the income account or an accumulation or pension account.

Distribution from income account

- 36 At the end of each fund year, the trustee must determine the fund earning rate. The trustee must allocate amounts from the income account to each accumulation or pension account in proportion to the amount standing to the credit of that account at the beginning of the relevant fund year. The trustee must make an appropriate adjustment for any amount credited or debited to the account since the beginning of that year.

Trustee may establish equalisation account

- 37 The trustee may, as the trustee thinks appropriate, establish an equalisation account which the trustee may use for any of the following purposes:
 - 37.1 To give effect to the reserving strategy the trustee establishes to smooth the investment earnings of the fund.
 - 37.2 To increase the fund earning rate.
 - 37.3 To pay tax payable by the fund.
 - 37.4 To pay the expenses of the fund.
 - 37.5 To provide for any contingencies the trustee decides to provide for.
 - 37.6 To provide an amount to or for a member, former member, pensioner, beneficiary, including adding to an accumulation or pension account, provided there is no breach of superannuation law.
 - 37.7 To do anything else the trustee decides to do, provided there is no breach of trust or superannuation law.

Credits to equalisation account

38 The trustee may credit the equalisation account, as the trustee thinks appropriate, with any of the following:

- The portion the trustee thinks fit of an amount paid into the fund as a transfer or roll over payment.
- An amount transferred from a pension account under clause 84.
- Any other amount the trustee thinks it appropriate to credit or is required to credit in accordance with superannuation law.

Debits to equalisation account

39 The trustee may debit the equalisation account, as the trustee thinks appropriate, with any amount the trustee thinks appropriate to debit or is required to debit in accordance with superannuation law.

Trustee may establish or maintain other accounts or reserves

40 The trustee may establish or maintain any other account for or reserve of the fund that the trustee thinks necessary or desirable or that is required or permitted by superannuation law. The trustee may use such accounts or reserves for any purpose permitted by superannuation law and may credit or debit amounts from such accounts or reserves as the trustee sees fit.

Valuation of fund

41 The trustee must value the assets of the fund at market value when superannuation law requires it and when the trustee thinks it appropriate to do so. The trustee may also determine whether there is a surplus or deficiency which it is equitable in the trustee's opinion to transfer to the income account.

Interim fund earning rate

42 If the trustee is required to establish an interim fund earning rate, the trustee must do so in accordance with superannuation law on a basis the trustee believes to be equitable. If the Regulator or superannuation law requires it, the trustee must inform members of that basis.

D Contributions

Member to keep trustee informed

43 A member must tell the trustee as soon as practicable if they are aged 65 or older and cease gainful employment.

Member contributions

44 With the trustee's consent, a member may make any contributions (or procure that any contributions are made) to the fund that the member decides to, which includes downsizer

contributions. With the member's and the participating employer's consent, contributions can be paid by deduction from wages or salary. In that case, the member's employer must pay them to the fund in the way the trustee directs.

Employer contributions

45 An employer of a member may make any contributions to the fund in respect of that member that the trustee and the employer agree to.

Other contributions

46 With the consent of the trustee and the member, any other person including:

- a spouse of that member;
- another member;
- another trustee of a regulated superannuation fund (including pursuant to a contributions-split requested by the member's spouse);
- any State, Territory or Federal government (including under the Federal government's co-contribution scheme) or authority;

may make contributions to the fund in respect of that member.

How contributions to be made

47 A contribution to the fund must be made in the way the trustee directs. It must be made within the time specified by superannuation law. It may be made in cash, or by the transfer of assets in accordance with superannuation law. The only assets that may be transferred are those that are authorised investments under clause 57.

Late contributions

48 Despite clause 47, if the trustee agrees then an employer may make an employer contribution after the time the superannuation law requires the payment to be made. If the trustee agrees, and the employer makes the payment, this does not relieve the employer's liability to pay any additional charges or penalties arising under superannuation law because of the late payment.

Failure to contribute

49 In the absence of an agreement, neither a member nor his or her employer is under an obligation to make a contribution to the fund in respect of that member. A failure to do so does not affect the member's membership of the fund.

Contributions etc not accepted

50 The trustee must use reasonable endeavours not to accept any of the following:

- a contribution that is not permitted by superannuation law;
- a contribution or shortfall component the acceptance of which would prevent the fund from qualifying as a complying superannuation fund; and

- an employer contribution or shortfall component which the regulator lawfully directs the trustee not to accept.

Breach of clause headed ‘Contributions etc not accepted’

51 If the trustee becomes aware that a contribution or shortfall component of the nature referred to in clause 50 has been accepted, then the trustee will use all reasonable endeavours to refund the amount to the extent required by, within any time specified by, and only as permitted by, superannuation law. However, the trustee may deduct each of the following from that amount:

- any amount which an insurer may have charged in respect of any extra cover provided on the basis of the contribution or shortfall charge;
- reasonable administration charges; and
- any other amount the trustee considers appropriate, acting reasonably.

The trustee may reduce the benefits of the member to those which the member would have had if the contribution or shortfall component had not been accepted.

Other contributions not accepted

52 The trustee may refuse to accept:

- a contribution that the trustee has determined not to accept because the trustee has not been informed of the relevant member's tax file number; and/or
- excess contributions.

Permissible actions if excess contributions accepted

53 If contributions of the nature referred to in clause 50 and clause 52 are made to the fund by or in respect of a member, then the trustee may in appropriate circumstances:

- release funds to the member or the Commissioner of Taxation if the trustee has received a release authority; and
- release funds in any other circumstances, and to such persons, as is permitted under superannuation law.

Allocation of contributions

54 If the trustee receives a contribution in a month, the trustee must allocate the contribution to the relevant member of the fund:

- within 28 days after the end of the month, or any other period as required by superannuation law (**relevant period**); or
- if it is not reasonably practicable to allocate the contribution to the relevant member of the fund within the relevant period – within any longer period as is reasonable in the circumstances.

Tax on contributions and shortfall components

- 55 Either the trustee, a member's employer or other appropriate body may (and must if required by superannuation law) deduct any tax that is payable in relation to any contribution or shortfall component before it is credited to the member's accumulation account.

No termination on transfer of business to another employer

- 56 If an employer amalgamates with another employer or disposes of its business to another employer, members who were employees of the former employer are deemed for the purposes of this deed to have become employees of the latter employer, which may then make contributions in respect of them.

E Investment

Authorised investments

- 57 The trustee must invest any assets of the fund that are not required for payment of benefits or other amounts under this deed. The trustee must do so in accordance with the current investment strategy or strategies. The following are the types of investment in which the assets may be invested:
- 57.1 Investments in which it is permissible to invest trust funds under the law of any jurisdiction in Australia.
 - 57.2 Securities in any company incorporated anywhere, whether carrying on business in Australia or not.
 - 57.3 Deposit (whether secured or not) with a bank, friendly society, building society, credit co-operative, trustee company, or other registered financial institution.
 - 57.4 Real or personal property, including an improvement to that property.
 - 57.5 Units (including sub-units) in a unit trust established or situated anywhere in the world by subscription or purchase (including joint subscription or purchase). Whether the units are fully paid or partly paid, and whether their issue involves a contingent or reserve liability is irrelevant.
 - 57.6 Derivatives such as futures, forwards, options, warrants, swaps or any other synthetic investment.
 - 57.7 Synthetic instruments or blockchain technology, including any form of cryptocurrencies.
 - 57.8 Hedging, swapping or any similar arrangement, even though it is not linked to any property of the fund.
 - 57.9 Deposit (whether secured or not) with, or loan (whether secured or not) to, any person (including an employer) on any terms the trustee thinks reasonable. The fact that the trustee has a direct or indirect interest in the deposit or borrowing or may benefit directly or indirectly from it is irrelevant.
 - 57.10 A policy or annuity with an insurer, whether by proposal or purchase.
 - 57.11 Instalment warrants or receipts.

- 57.12 By way of a limited recourse borrowing arrangement in accordance with clause 133.
- 57.13 Any other investment allowed by superannuation law that the trustee thinks appropriate.

Forbidden investments

- 58 The trustee must not invest in any investment that is forbidden by superannuation law. The trustee must not make an investment in the form of a loan or other financial assistance to a member or a relative of a member.

Strategy

- 59 The trustee must formulate one or more investment strategies for the fund in accordance with superannuation law. The trustee must inform members and beneficiaries of the strategies adopted by the trustee. The trustee may review and change a strategy at any time. The trustee must continually monitor the strategies to ensure that they remain appropriate.

Power to deal with investments

- 60 The trustee may sell, transfer or vary any investment at the trustee's absolute discretion in accordance with this deed. The trustee must do so in the interests of members and beneficiaries. The trustee must continually monitor the investments to ensure that they remain appropriate.

Investment choice by members

- 61 The trustee may decide to allow one or more members or beneficiaries to choose between investment strategies. If the trustee does this, the trustee must establish a range of possible investment strategies, and may designate particular assets for those strategies. The trustee must provide the members or beneficiaries with information concerning the strategies and the relevant investment objectives to enable the member or beneficiary to choose between them on an informed basis. The trustee must also provide them with information concerning their rights under this deed.

Member or beneficiary may choose strategy

- 62 A member or beneficiary who has been offered investment choice by the trustee may choose one or more of the strategies prepared by the trustee by completing any documents the trustee requires. On having done so, the member or beneficiary may direct the trustee to invest any part of the fund that is held for that person in accordance with those strategies. Any direction must be in accordance with superannuation law.

Member or beneficiary may not choose particular investments within strategy

- 63 A member or beneficiary who has directed the trustee to invest any part of the fund that is held for that person in accordance with those strategies may not direct the trustee to invest in any particular investment. However, the member or beneficiary may request the trustee

to develop an investment specific strategy and to make it available to that member or beneficiary. The trustee may accept or reject the request.

Chosen strategies to be monitored

- 64 The trustee may continually monitor any strategies adopted by members or beneficiaries for investment choice to ensure that they remain appropriate for the members or beneficiaries to whom they are available.

Sub-accounts etc for investment choice

- 65 If a member adopts a strategy for investment choice, the trustee may do each of the following:
- 65.1 Establish a sub-account of the income account in respect of that strategy.
 - 65.2 Credit and debit that sub-account in relation to any amount attributable to that strategy as if it were the income account itself.
 - 65.3 Allocate earnings attributable to that strategy to the member's or beneficiary's accumulation account or pension account in a way that the trustee thinks equitable.
 - 65.4 Determine a fund earning rate for that sub-account.

Power to deal with investment choice investments

- 66 The trustee may sell, transfer or vary any investment made in accordance with a strategy for investment choice, at the trustee's absolute discretion in accordance with this deed. The trustee must do so in the interests of the relevant members or beneficiaries. The trustee must continually monitor the investments to ensure that they remain appropriate.

F Benefits: general

Limit on payment of preserved payment benefits

- 67 The trustee must not pay out to a member or a dependant of a member any preserved payment benefit that superannuation law does not allow the trustee to pay out.

When payment of preserved payment benefits allowed

- 68 The trustee may pay to a member, or in respect of a member to another person as permitted by superannuation law, a preserved payment benefit in any of the following circumstances:
- 68.1 The member reaches the relevant preservation age and takes a transition to retirement pension in accordance with Part G.
 - 68.2 The member retires from gainful employment on or after reaching the relevant preservation age.
 - 68.3 The member becomes totally and permanently disabled.
 - 68.4 The member becomes totally and temporarily disabled.

- 68.5 The member reaches age 65.
- 68.6 The member dies.
- 68.7 The member has obtained a release authority in respect of a first home super saver determination.
- 68.8 The member has obtained a COVID-19 determination to assist the member to deal with the adverse economic effects of the coronavirus known as COVID-19.
- 68.9 Any other circumstance allowed by superannuation law.

Payment of non-preserved amount

- 69 With the trustee's consent, a member may withdraw any part of the non-preserved amount in the member's accumulation account. The member must apply to the trustee in writing for the withdrawal in a form acceptable to the trustee. The trustee may set a minimum withdrawal amount by notifying the members of the fund.

Vesting and compulsory payment

- 70 A member's benefit entitlement will vest in accordance with superannuation law. The trustee must cash or commence to cash a member's benefit entitlement as soon as practicable after the member dies or the entitlement has vested. If a lump sum is payable, the trustee may pay it in several stages: an initial payment and then subsequent payments.

Possible addition to entitlement when member ceases to be member

- 71 If a member ceases to be a member of the fund, the trustee may pay an amount that the trustee thinks appropriate from the equalisation account (if any) into the member's accumulation account.

Anti-detriment payments (former section 295-485 of the *Income Tax Assessment Act 1997*)

- 72 Where the trustee is to make a payment because a member has died (a **death benefit**), the trustee may pass on to the recipient of that payment any benefit that would accrue to the fund if a deduction were allowed under former section 295-485 of the *Income Tax Assessment Act 1997*. The trustee may only do so where the member died prior to 1 July 2017. In any case, the trustee may not do so in respect of any benefits paid on or after 1 July 2019.

Trustee may retain benefit in fund

- 73 If a member or beneficiary requests it, the trustee may retain any part of a benefit in the fund. The trustee may do so until one of the following occurs:
 - 73.1 The member or beneficiary decides otherwise.
 - 73.2 The member or beneficiary dies.
 - 73.3 The amount has to be paid under this deed or superannuation law.
 - 73.4 The trustee decides otherwise.

Subject to Part H, the payment the trustee then makes must be the amount standing to the credit of the member's or beneficiary's accumulation and pension account(s) at that time.

Transfer of insurance policy

- 74 If a member or beneficiary is entitled to a benefit which includes an interest in an insurance policy, the trustee may assign that policy to the member or beneficiary, or to any of the dependants of the member the trustee thinks fit. The trustee must debit the value of the policy to the relevant accumulation or pension account. Neither the trustee nor an employer is liable for any further payment of premiums in relation to the policy.

Trustee may adjust benefits for wrong information

- 75 The trustee may adjust any benefit payable to or in respect of a member if an applicant, member or beneficiary has supplied false or misleading information to the trustee, or has deliberately withheld information from the trustee, that affects or is likely to affect benefits payable to or in respect of that member.

G Pensions: general

Trustee's power to pay pension

- 76 When any part of a benefit becomes payable to a member under this deed or in accordance with superannuation law, the trustee has a discretion to decide whether to pay one or more pensions to the member or to use the benefit payable to acquire one or more annuities in the name of the member. The pensions or annuities may be of any type permitted by superannuation law (including, without limitation, an account-based pension) and will be in substitution for the relevant part of any lump sum benefit that was payable to the member for the amounts credited to the member's pension account as a transfer of a roll over payment under clause 83.2.

Member or beneficiary may choose type of pension

- 77 The relevant member or beneficiary may choose the type of pension that is to be paid, including a transition to retirement pension. However, the pension must be of a type that is allowed by superannuation law or is acceptable to the Regulator. It may include a pension:
- 77.1 wholly determined by reference to policies of life assurance purchased or obtained by the trustee of a regulated superannuation fund solely for the purposes of providing benefits to members of that fund; or
 - 77.2 to be commenced from an amount accepted into the fund by the trustee as a transfer or roll-over on the death of a person in respect of whom the member is a dependant, and which amount must be applied for the payment of a pension to the member.
- 78 A pension must be paid in accordance with the requirements of the superannuation law.

Actuarial certificate

- 79 The trustee must obtain an actuarial certificate in accordance with superannuation law in relation to any pension that the trustee decides to pay, unless the Tax Act provides otherwise in which case the trustee has a discretion as to whether to obtain an actuarial certificate.

Funding pension through annuity

- 80 The trustee may fund a person's pension by purchasing an annuity payable to the trustee.

Trustee may allocate benefit between 2 or more spouses

- 81 If there are 2 or more spouses of a member, the trustee may decide in what proportion each is entitled to a benefit payable under this deed to the member's spouse.

Trustee must establish pension account

- 82 If the trustee decides to pay a pension to a person in accordance with this deed or is required to by superannuation law, then the trustee must establish a pension account in the name of that person.

Credits to pension account

- 83 The trustee may credit, as the trustee thinks appropriate, each of the following amounts to the person's pension account, subject to superannuation law:
- 83.1 The amount necessary to fund the pension.
 - 83.2 The amount paid into the fund in respect of the pensioner as a transfer or roll over payment.
 - 83.3 Earnings of the fund.
 - 83.4 A shortfall component paid in respect of the pensioner.
 - 83.5 Contributions lawfully paid in respect of the relevant member.
 - 83.6 Adjustment credits made in accordance with clause 36.
 - 83.7 Credits from the equalisation account or any other account or reserve of the fund;
 - 83.8 The proceeds of an annuity or insurance policy in respect of a pensioner.
 - 83.9 Any other amount the trustee thinks it appropriate to credit or is required to credit in accordance with superannuation law.

Debits to pension account

- 84 The trustee may debit, as the trustee thinks appropriate, each of the following amounts to the person's pension account, subject to superannuation law:
- 84.1 Expenses of the fund.
 - 84.2 Any negative earnings of the fund determined in accordance with clauses 36, 65 or 85.
 - 84.3 The proportion of the loss on the disposal of investments of the fund.

- 84.4 Amounts transferred from the fund in respect of the pensioner as a transfer of a roll over payment.
- 84.5 Payments made to or in respect of the pensioner or a reversionary beneficiary under this deed.
- 84.6 The cost of an insurance policy or annuity in respect of the pensioner which are not debited from the member's accumulation account.
- 84.7 The proportion of an amount payable as taxation in respect of the earnings of the fund that are credited to the pensioner's account or arise from a roll over payment.
- 84.8 The proportion of an amount paid in respect of an indemnity to the trustee or other person under this deed.
- 84.9 The amount of a levy.
- 84.10 An amount transferred to the accumulation account of a beneficiary.
- 84.11 Any other amount the trustee thinks it appropriate to debit or is required to debit in accordance with superannuation law.

Adjustment based on fund earning rate

- 85 In determining the amount standing to the credit of an accumulation account at the time a benefit or pension is calculated or becomes payable, the trustee may make an adjustment to the account that the trustee thinks equitable on the basis of the interim fund earning rate at that date. The adjustment must be made in respect of the period from the beginning of the current fund year to the relevant date. The income account must be credited or debited accordingly.

Segregation of assets and valuation

- 86 The trustee may segregate from other assets those assets which are to fund the pension of a person under this deed and value those assets as required by superannuation law.

Pensions: residue in account

- 87 On the death of a pensioner being paid a pension the trustee must, subject to superannuation law:
- act in accordance with the terms on which the relevant pension is paid, including as to the payment of the pension to a reversionary beneficiary; and
 - then, if there is no reversionary beneficiary, or if there is any residue in the pension account for any other reason, pay that residue as a death benefit in accordance with Part H of this deed.

Trustee's right to commute pensions generally

- 88 On written request by a pensioner, or in accordance with superannuation law or this deed, the trustee may commute all or any part of a pension and apply the proceeds of that commutation in accordance with superannuation law, including by commuting it to a lump

sum and paying it to the relevant person, to his or her estate or to a third party as required by the terms of a release authority.

Commutations related to transfer balance caps

- 89 If:
- 89.1 a member has or is likely to exceed that member's transfer balance cap, or the trustee or member has received a transfer determination in respect of a member; or
 - 89.2 the member is to be paid a new pension either from the fund (including from an amount transferred into or rolled-over into the fund on the death of another person) or from another fund,
- then the trustee and member will work together to decide whether any, and if so which, of the member's pensions will be commuted in whole or in part, taking into account the member's transfer balance cap.

Qualification of pensions as asset test exempt income streams

- 90 The trustee may decide that a pension should qualify as an asset test exempt income stream (as that term is defined by the *Social Security Act 1991*). If the trustee so decides:
- 90.1 the superannuation law prevails over the terms of this deed to the extent of any inconsistency;
 - 90.2 this deed is deemed to contain any provision that is required by superannuation law; and
 - 90.3 this deed is deemed not to contain any provision that is required to be excluded by superannuation law.

H Death, disability and retirement benefits

Death benefit payments

- 91 The trustee may pay the death benefit on the death of a current member of the fund. The trustee can do that under:
- 91.1 a death benefit agreement, clause 93;
 - 91.2 a binding death benefit notice, clause 95; or
 - 91.3 a non-binding death benefit notice, clause 96.
- 92 In the ways set out in this Part H, the trustee must pay the full amount standing to the credit of the accumulation account, and any pension account residue referred to in clause 87, either as a lump sum, or as one or more pensions or annuities, or both.

Death benefit agreement payment arrangements

- 93 On the death of a member or beneficiary who has a death benefit agreement:
- 93.1 the death benefit agreement prevails over clause 95 and over any binding death benefit notice or non-binding nomination form;

- 93.2 the trustee must pay, or apply, the relevant benefit in accordance with the rules set out in the death benefit agreement; and
- 93.3 Part I of this deed applies to the payment of the relevant benefit.
- 94 A death benefit agreement need be executed only by the trustee and the relevant member or beneficiary. On execution, the terms of any death benefit agreement form part of this deed. They are to be read together with this deed and in accordance with the following rules:
- 94.1 a death benefit agreement replaces any previous death benefit agreement;
- 94.2 if there is a death benefit agreement, then any binding death benefit notice is to be treated as not in effect for the purposes of this deed and of regulation 6.17A(4) of the SIS Regulations (but see also clause 94.4 which can overrule this clause);
- 94.3 if there is any inconsistency between the death benefit agreement and the remaining provisions of this deed, then the terms of the death benefit agreement prevail to the extent of that inconsistency — except that clause 5 of this deed prevails over the agreement; and
- 94.4 if part of the death benefit agreement is invalid because it directs the trustee to pay part, or all, of the benefits to a person to whom those benefits may not be paid in accordance with superannuation law (**disallowed benefits**) then:
- clause 94.2 does not apply in respect of the disallowed benefits;
 - clauses 93 and 94.1 to 94.3 apply to any part of the death benefit agreement which remains valid (and to the payment of death benefits other than disallowed benefits); and
 - clauses 94.1 to 94.3 apply for the purpose of determining the disallowed benefits, and the disallowed benefits must be paid in accordance with the remainder of this Part H.

Binding death benefit notice payment arrangements

- 95 After the death of a member or beneficiary who has given the trustee a binding death benefit notice, the trustee must comply with that notice subject to clauses 93 and 94.

Non-binding death benefit notice payment arrangements

- 96 If after the death of a member or beneficiary, not all death benefits have been paid or applied in accordance with a death benefit agreement or binding death benefit notice, then the trustee must pay or apply the relevant benefit in the way the trustee thinks fit in accordance with the following rules:
- 96.1 If the member or beneficiary has left dependants, then the trustee must pay or apply the benefit to or for the benefit of any one or more of the dependants of the member or beneficiary and the legal personal representatives of the member or beneficiary. The trustee may do so in any proportions the trustee thinks fit, may take into account a member's wishes contained in a non-binding nomination form and may pay the benefit to the member's legal personal representative if satisfied that will be to the benefit of one or more of the member's dependants.

- 96.2 If the member or beneficiary has not left any dependants but does have a legal personal representative, then the trustee must pay the benefit to the legal personal representatives of the member or beneficiary.
- 96.3 If the member or beneficiary has not left any dependants and has no legal personal representative, then the trustee may pay or apply the benefit to or for the benefit of any individual at the trustee's discretion. The trustee may do so in any proportions the trustee thinks fit.
- 96.4 If the trustee has not paid or applied the benefit to or for the benefit of any person under the preceding sub-clauses 96.1 to 96.3, then the trustee must treat the benefit as a forfeited benefit entitlement.

Death of member or former member

- 97 If a member or former member who has become entitled to a lump sum benefit dies before the payment is made, then the trustee must pay the amount in accordance with clauses 93 to 96.

Discharge of trustee

- 98 If a dependant, legal personal representative, relative or other person receives any part of a benefit in accordance with clauses 93 to 97, then that discharges the trustee from liability in relation to the benefit. The trustee is not responsible for seeing how the benefit is applied.

Total and permanent disablement benefit

- 99 The trustee must pay a benefit to a member whom the trustee believes to be totally and permanently disabled unless requested otherwise by the member. The benefit may be either of the following:
- A lump sum equal to the full amount standing to the credit of the accumulation account of the member; or
 - One or more pensions or annuities representing that amount.

Temporary total disablement benefit

- 100 The trustee must pay a benefit to a member whom the trustee believes to be temporarily totally disabled unless requested otherwise by the member. The benefit must be in the form of a pension or annuity that represent the following amounts:
- In the case where the trustee is entitled to a benefit under an insurance policy in relation to the member's temporary total disablement, the amount payable to the trustee.
 - In any other case, the amount decided by the trustee, provided it does not reduce the minimum withdrawal benefit of the member under superannuation law.

The member is not entitled to commute any part of this benefit.

Period of payment: temporary total disablement

- 101 The trustee must cease paying the benefit for temporary total disablement:
- In a case where the trustee is entitled to benefit under an insurance policy in relation to the member's temporary total disablement, when the trustee ceases to be entitled to that benefit.
 - In any other case, when the member ceases to be temporarily totally disabled, or reaches normal retirement age, or becomes entitled to another benefit under this deed or requests that the benefit ceases to be paid.

Method of payment: temporary total disablement

- 102 The trustee must pay the benefit in respect of temporary total disablement in the following way:
- In a case where the trustee is entitled to benefit under an insurance policy in relation to the member's temporary total disablement, in the way the benefit is paid by the insurer.
 - In any other case, in the way the trustee decides.

Member contributions may be suspended: temporary total disablement

- 103 A member may suspend his or her contributions during a period while he or she is receiving a benefit in relation to temporary total disablement.

Membership not affected by temporary total disablement

- 104 A member does not cease being a member because he or she is receiving a benefit in respect of temporary total disablement.

Retirement benefit

- 105 The trustee may pay a member the retirement benefit at the member's request if either of the following applies:
- the member retires from employment on or after reaching normal retirement age; or
 - the member becomes entitled under superannuation law to the payment of a benefit despite still being employed.

The trustee must pay the benefit in any form permitted by superannuation law, including in the form of one or more lump sums representing the amount standing to the credit of the member's accumulation account. However, the trustee may also use part, or all, of that amount to purchase one or more pensions or annuities decided on in consultation with the member. The trustee must immediately inform members of the election.

Early retirement

- 106 On request by a member, the trustee must pay a benefit to that member in each of the following cases:

- the member ceased to be employed before normal retirement age, but has reached the relevant preservation age.
- the member, having reached 60 or another age prescribed by superannuation law, retired from an arrangement under which the member was gainfully employed.
- in any other case as permitted by superannuation law.

The trustee must pay the benefit in any form permitted by superannuation law, including in the form of one or more lump sums representing the amount standing to the credit of the member's accumulation account. However, the trustee may also use part, or all, of that amount to purchase one or more pensions or annuities decided on in consultation with the member. The trustee must immediately inform members of the election.

I Payment of benefit

Trustee must notify that benefit is payable

- 107 The trustee must give notice that a benefit is payable to the following persons:
- If the benefit is payable to or in respect of a member, to that member.
 - If the benefit is payable to, or in respect of a member who is under a legal disability, to the legal personal representative of that member.
 - If the benefit is payable on the death of a member, to the nominated beneficiary, the reversionary beneficiary and to the legal personal representatives of the member and known dependants of the member and any other person the trustee reasonably believes may have an entitlement or interest in the benefit.
 - In any other case, any persons the trustee reasonably believes may have an entitlement or interest in the benefit.

Method of notice

- 108 The trustee must give a person written notice of the time within which that person may claim an entitlement to the benefit and of how to make that claim. If the person satisfies the trustee that he or she is entitled to a benefit, the trustee must notify any persons to whom a notice was required to be sent under clause 107 to enable them to object to a payment to that person. If no objection is received or the specified period for objecting has passed, the trustee must pay the relevant part of the benefit to that person.

Claim out of time

- 109 If a person makes a claim out of time to an entitlement to a benefit, the trustee is not bound to make any payment to that person.

Unclaimed benefit

- 110 The trustee must give the Regulator a statement of any unclaimed benefits and must pay them to the Regulator as required by superannuation law.

Tax on benefit

- 111 Either the trustee or an insurer or other appropriate body must deduct any tax that is payable in relation to a benefit before that benefit is paid.

Where benefit is payable

- 112 A benefit is payable at the trustee's principal office, or at a substitute place the trustee notifies to the member or beneficiary.

Trustee may send benefit to person entitled

- 113 The trustee may send a benefit to the postal address that the person entitled to it has last notified to the trustee, or to the bank account into which that person has asked the benefit to be paid, or to some other place the trustee decides on.

Notification of address etc

- 114 A person to whom a benefit becomes payable must notify the trustee of his or her full residential address, and of any change in that address. He or she must also notify the trustee of a bank account into which he or she asks the benefit to be paid.

Receipt to be given

- 115 On request by the trustee, a person to whom a benefit is paid must give the trustee a receipt and release for the payment in the form required by the trustee.

Person under legal disability

- 116 If a person to whom the trustee is to pay any part of a benefit is under a legal disability, or the trustee believes that it would be in that person's best interests for the trustee not to make the payment to that person, the trustee may make the payment in any of the following ways as the trustee thinks fit:
- To or for the maintenance, education, advancement, support or benefit of the person on any conditions.
 - To, and for the benefit of, another person who appears to the trustee to be any of the following: the trustee, spouse, child, parent or guardian of the person, or a person having custody of that person.

Discharge of trustee

- 117 The receipt by a person of a payment in accordance with clause 116 discharges the trustee from liability in relation to it. The trustee is not responsible for seeing to its application.

Transfer of assets

- 118 With the consent of a member or beneficiary to whom a benefit is payable, the trustee may, instead of paying or transferring cash, transfer investments of equivalent value to the member or beneficiary or to the trustee of the relevant approved benefit arrangement.

J Forfeiture of benefit entitlements

Note: Forfeiture accounts are now generally prohibited. Maddocks recommends that you seek professional advice before establishing such an account.

Forfeiture account

119 The trustee may establish or maintain a forfeiture account into which the trustee must pay any amount forfeited under this deed. Money held in that account does not form part of an accumulation account. The trustee must operate the forfeiture account in accordance with superannuation law requirements.

K Provisions relating to the *Family Law Act*

Payment splits

120 If the trustee receives a splitting agreement or court order under Part VIIIB of the *Family Law Act*, then provided the agreement or court order has been properly served and subject to superannuation law, the trustee may:

- vary the relevant member's benefit or benefit entitlement on such bases (including by commutation of any pension having regard to the advice of an actuary) and at any time the trustee determines from time to time, to the extent permitted by superannuation law; and
- make a payment to the non-member spouse or a transfer in respect of the non-member spouse in accordance with clause 124.

Rules for payment splits

121 The trustee may as it determines from time to time subject to superannuation law, make rules dealing with:

- the valuation of a non-member spouse's benefit or benefit entitlement (including any adjustments);
- the timing of the calculation of the non-member spouse's benefit or benefit entitlement;
- other matters relating to the payment split or the non-member spouse's benefit or benefit entitlement.

Deferred payment splits

122 If the trustee is required by superannuation law or considers that it is appropriate to defer giving effect to a payment split, then provided the splitting agreement has been served properly, the trustee must:

- record the existence of the agreement or court order; and
- keep a record of the non-member spouse's benefit or benefit entitlement on such basis (including a notional basis) and in such manner as the trustee determines from time to time subject to superannuation law.

Flagging agreements

- 123 If the trustee receives a flagging agreement or court order under Part VIII B of the *Family Law Act*, then provided the agreement or court order has been properly served, the trustee must:
- record the existence of the agreement or court order; and
 - defer payment of the benefit to or in respect of the relevant member until the agreement or court order is lifted.

Transfer of non-member spouse interests

- 124 If the trustee receives a splitting agreement or court order under Part VIII B of the *Family Law Act*, the agreement or court order has been validly served, then if any amount becomes payable in respect of the non-member spouse under that agreement or order:
- the trustee must pay that amount to the non-member spouse – if the non-member asks for that payment in writing; or
 - the trustee must transfer that amount to another fund (including an eligible rollover fund) in respect of that non-member spouse if the non-member asks for that transfer in writing.

Any payment amount under this clause must be in accordance with superannuation law. The receipt by the non-member spouse or the trustee of that other fund will sufficiently discharge the trustee of its liability in respect of that non-member spouse.

Refusal to admit as member

- 125 Provided that the trustee acts in accordance with superannuation law, the trustee may refuse to admit a non-member spouse as a member of the fund.

L Trustee's powers

All the powers of an individual

- 126 The trustee has all the powers in relation to the assets of the fund that the trustee would have if the trustee were the legal and beneficial owner of those assets. It also has all the powers that a trustee has at law and the powers specifically conferred on the trustee by this deed.

Trustee's discretion

- 127 The trustee has an absolute discretion in relation to exercising or not exercising any power under this deed or at law, and in relation to the way in which any power is exercised. The trustee's decision on such a matter is final and binding.

Delegation of power

- 128 The trustee may delegate to another person, including one or more directors of the trustee, any power or duty on any terms the trustee thinks fit, including by appointing an attorney

under a power of attorney. The trustee may alter or revoke any delegation including any power of attorney.

Trustee not subject to direction

- 129 The trustee is not subject to direction in exercising any power under this deed or at law, except to the extent indicated under superannuation law.

Specific powers

- 130 To exclude any possible doubt, the trustee has the power to do any of the following to the extent allowed by superannuation law:
- 130.1 To underwrite or sub-underwrite risks, contingencies or liabilities under a superannuation arrangement conducted by an employer under an agreement for the transfer of employees to the fund.
 - 130.2 To purchase, acquire, sell, transfer, dispose of, deal in or enter any contract in respect of, any investment comprising synthetic instruments or blockchain technology, including any form of cryptocurrencies.
 - 130.3 To enter into any derivatives contract, or purchase, sell or deal in any derivatives product, and otherwise to do and perform all things so as to operate, use or deal with facilities of any stock or futures exchange, either directly or through any broker or agent in any market anywhere in the world.
 - 130.4 To purchase, acquire, sell, transfer, dispose of or deal in any shares, stocks, debentures, notes, bonds, mortgages, options, swaps, forwards, futures, warrants or other form of interest in or securities of a government authority or company, body corporate, scheme or trust and any other contractual or other rights or obligations over or in respect of those securities.
 - 130.5 To indemnify a person.
 - 130.6 To provide any guarantee or indemnity for payment of money or for the performance of any person's contractual obligations.
 - 130.7 To purchase, acquire, sell transfer, hire, lease, dispose of, manage divide, encumber or otherwise deal with any real or personal property.
 - 130.8 To sell, transfer, hire, lease, dispose of, manage, divide or otherwise deal with any assets of the fund.
 - 130.9 To purchase, acquire vary, sell, transfer or dispose of any deferred property or rights, or any life, life endowment, term or other policy, and to make any relevant payment or pay any premium from the assets of the fund.
 - 130.10 To exercise all rights and perform all duties associated with the trustee holding shares, stock, or debentures in any company an interest of any kind in a company, body corporate, scheme, trust or government authority.
 - 130.11 To establish, purchase, acquire, promote or conduct any company, business, profit-making undertaking or scheme (including any partnership or joint venture), either in the trustee's own capacity or in its capacity as trustee (or both), and either solely or with any person and to sell, transfer, dispose of or wind up any such company, business, undertaking or scheme.

- 130.12 To appropriate, wholly or partly, any asset of the fund in satisfaction of any interest a person may have in the assets of the fund or any benefit which the trustee determines to pay to or apply for the benefit of, a beneficiary.
- 130.13 To value, or engage a person to value, in whole or in part, the assets or any asset of the fund.
- 130.14 To give receipts for money received.
- 130.15 To grant options in respect of any of the assets of the fund.
- 130.16 To receive any real or personal property by gift or by will as additions to the assets of the fund.
- 130.17 To divide the assets in their own particular form, without first realising those assets, between the trust fund and any other trusts established under this deed.
- 130.18 To take any action to protect the assets of the fund.
- 130.19 To enter into, manage and vary any arrangement relating to currency exchange, interest rates, interest rate caps, collars, floors or swaps, any currency forward rate agreement and any other financial risk management arrangement.
- 130.20 To open and operate bank accounts in the usual way, and to draw, make, accept, endorse, discount, execute, issue or otherwise deal with all forms of negotiable or transferable instruments and to enter into any bill facilities or other form of banking facilities.
- 130.21 To do anything the trustee considers necessary or desirable in connection with performing its obligations under this deed.

Limit on borrowing

- 131 The trustee must not (except as provided by this deed in clause 133 and superannuation law):
 - 131.1 borrow money; or
 - 131.2 maintain an existing borrowing of money.

Trustee may grant security over asset

- 132 The trustee may, to the extent allowed by superannuation law, mortgage, pledge, charge, assign or otherwise provide as security, any asset of the fund for the purpose of the trustee borrowing or maintaining a borrowing of money including (without limitation) for the purpose of a "limited recourse borrowing arrangement" referred to in clause 133.3.

Note: There are strict requirements which must be met for a borrowing, and any associated mortgaging or charging of assets, to be lawful (see Part 7 of the SIS Act). A breach of those requirements is a strict liability offence (see Part 7 of the SIS Act). Maddocks recommends that you seek professional advice before entering into any arrangements under which the fund borrows money or mortgages or charges its assets.

When borrowing is allowed (including "limited recourse borrowing arrangements")

- 133 The trustee may borrow or maintain a borrowing of money in any one or more of the following cases:

- 133.1 to enable the trustee to pay a surcharge or advance instalment which the trustee is required to pay under the *Superannuation Contributions Tax (Assessment and Collection) Act 1997* — as long as the borrowing complies with section 67(2A) of the SIS Act;
- 133.2 to enable the trustee to settle a transaction to acquire any one or more of the securities listed in section 67(3)(a) of the SIS Act — as long as the borrowing complies with all of the requirements of section 67(3) of the SIS Act;
- 133.3 under an arrangement (a "limited recourse borrowing arrangement") which the trustee enters, or has entered into, in which the money borrowed is, or has been, used to acquire an asset that superannuation law allows the trustee to acquire — as long the borrowing complies with Part 7 of the SIS Act.
- 134 Clause 133 does not limit the circumstances in which the trustee may borrow or maintain a borrowing of money.

Note: There are strict requirements which must be met for a borrowing to be lawful (see Part 7 of the SIS Act). A breach of those requirements is a strict liability offence (see Part 7 of the SIS Act). Maddocks recommends that you seek professional advice before entering into any arrangements under which the fund borrows money.

Trustee's power to effect insurance

- 135 The trustee may arrange one or more insurance policies with one or more insurers to secure the benefit of a member. A policy may be a group policy or an individual policy.

Trustee bound to exercise power in limited cases

- 136 The trustee is not bound to arrange one or more insurance policies, except where the trustee has informed the member or beneficiary that the trustee will arrange a policy of a specified type and amount and the member or beneficiary has not asked the trustee in writing not to do so, or has withdrawn his or her request for the trustee to arrange that policy.

Even so, the trustee is not bound to arrange a policy that the trustee is unable to arrange.

Inconsistent conditions in policy

- 137 If an insurer will only insure a member or beneficiary on conditions that are inconsistent with the conditions in respect of a benefit payable in respect of the member or beneficiary, the trustee may impose the policy conditions on that benefit despite the conditions stated in this deed.

Powers not affected by conflict of interests

- 138 The trustee may exercise any power under this deed or at law despite the fact that the trustee or a relative of the trustee, or a director or shareholder of the trustee, or a relative of a director or shareholder of the trustee, has a direct or indirect interest in the exercise of that power, or may benefit directly or indirectly from its exercise. An indirect interest or benefit includes, without limitation, where the trustee or a relative of the trustee, or a director or shareholder of the trustee, or a relative of a director or shareholder of the trustee, obtains or may obtain an interest or benefit as a director, officer, shareholder,

partner, unitholder or beneficiary of a third party with whom the trustee enters into a transaction or arrangement.

Disclosure of conflict of interest

139 The trustee and any director of the trustee must disclose conflict of interests of the type described in clause 138 in accordance with superannuation law.

Trustee's power to effect transfer on written request

140 On written request by a member or beneficiary, the trustee may transfer to the trustee of an approved benefit arrangement any part of the amount in the fund that represents the member's or beneficiary's benefit or benefit entitlement. The trustee may only do so if the following conditions are met:

- The member or beneficiary is eligible to join or has joined the arrangement.
- The trustee is satisfied that the transfer complies with superannuation law.
- The amount the trustee transfers must not exceed the amount in the member's or beneficiary's accumulation account, except to the extent of any amount that the trustee decides to add to that account from the equalisation account (if any) under clause 37.

Form and effect of transfer

141 The member or beneficiary must complete and execute any documents required by the *Tax Act* for the transfer to be completed as a roll over payment. A receipt from the approved benefit arrangement discharges the trustee from all liability in respect of the amount transferred. The trustee is not responsible for seeing to the application of that amount by the approved benefit arrangement. On completion of the transfer, the member or beneficiary (and anyone entitled to claim in any way in respect of that person) ceases to have any rights against the trustee or the fund in respect of the relevant amount.

Trustee's power to transfer to successor fund

142 The trustee may transfer to the trustee of an approved benefit arrangement that is a successor fund to the fund under superannuation law any part of the amount in the fund that represents a benefit entitlement. The consent of the member or beneficiary is not required. Nor is it necessary that the member already be a member of the successor fund.

Trustee's power to transfer to eligible roll over fund

143 In accordance with superannuation law, the trustee may transfer to an eligible roll over fund any part of the amount in the fund that represents a member's or beneficiary's benefit entitlement. The trustee must do so if superannuation law requires it.

Transfer of assets

144 With the consent of a member or beneficiary to whom or in respect of whom a transfer is to be made under clauses 142 or 143, the trustee may, instead of paying or transferring cash,

transfer investments of equivalent value to the member or beneficiary or to the trustee of the relevant approved benefit arrangement.

The trustee's power to receive transfer

145 The trustee may take over or acquire by transfer from an approved benefit arrangement any part of the assets of that arrangement that represent the interest of a participant in that arrangement who has become or is to become a member or beneficiary of the fund. The trustee will hold the amount on trust for that person in the relevant accumulation or pension account. The person will have rights in respect of that amount that are equivalent to the rights he or she had under the approved benefit arrangement. The trustee may decide that the person is to be treated as having been a member of the fund from the time he or she became a member of the approved benefit arrangement.

M Administration of fund

Dealing with money received

146 The trustee must ensure that any money received by the fund is dealt with as soon as practicable in one of the following ways:

- Deposited to the credit of the fund in an account kept with a bank, friendly society, building society, or other similar body chosen by the trustee.
- Paid to the credit of an insurer for the payment of premiums in relation to a policy of insurance effected by the trustee for the purposes of the fund.
- Paid into the trust account of a lawyer, accountant or investment manager appointed in accordance with this deed.

Effect of receipts

147 A receipt given by the trustee or the secretary of the fund or another person authorised by the trustee in writing to issue receipts is a sufficient discharge to the person by whom money is paid to the fund.

Trustee may not charge fees

148 The trustee must not charge any fees in relation to acting as trustee under this deed or performing any services in respect of the fund.

Trustee entitled to be reimbursed for expenses

149 The trustee is entitled to be reimbursed from the fund for all expenses, taxes, levies, charges, fees and other amounts necessarily or reasonably incurred in acting as trustee under this deed.

Trustee to keep records and accounts

- 150 The trustee must keep proper records and accounts of all money received by the fund and paid out by it, including adequate details of all dealings by the fund in connection with that money.

Trustee to collect money owing to the fund

- 151 The trustee must ensure that money owing to the fund is collected promptly and dealt with in accordance with this deed.

Trustee to keep records, accounts, books etc

- 152 The trustee must ensure that all records, books, accounts, minutes, reports and other documents are maintained and kept safe in accordance with superannuation law for the period required by that law.

Documents to be prepared

- 153 The trustee must ensure that each of the following is prepared in respect of the fund in accordance with superannuation law:
- A statement of its financial position.
 - An operating statement.
 - Any other account or statement required by superannuation law.

Annual return

- 154 The trustee must ensure that an annual return and any other documents required under superannuation law are prepared and lodged with the Regulator in accordance with that law.

Audit

- 155 The trustee must arrange for the books, accounts and records of the fund to be audited annually or as required by superannuation law by an auditor qualified in accordance with superannuation law.

Disclosure requirements

- 156 The trustee must ensure that information and documents are provided to each of the following persons if required by, and in accordance with the requirements of, superannuation law:
- employers.
 - the Regulator.
 - the actuary (if one is appointed).
 - the auditor.
 - any other person.

Availability of books and records

157 The trustee must ensure that the books of the fund and information relating to it are available for inspection and copying, and that access is provided to premises where the books and information are available to be inspected and copied, in accordance with superannuation law.

Availability of deed and documents

158 The trustee must ensure that this deed and any other documents (or copies of the deed and documents) are made available for inspection by a member, or by a beneficiary on the beneficiary's request, as required by superannuation law. It is sufficient if they are available for inspection at the trustee's office while that office is open.

Appointment of auditor

159 The trustee may appoint a suitably qualified person as auditor of the fund.

Appointment of actuary

160 The trustee may appoint as actuary of the fund:

- an actuary who is a Fellow of the Institute of Actuaries of Australia;
- a member of a firm or company of which at least one member or director is a Fellow of the Institute of Actuaries of Australia; or
- an auditor who is appropriately qualified and is independent according to criteria specified by superannuation law.

Appointment of administration manager

161 The trustee may appoint one or more suitably qualified persons to act as administration manager of the fund or a specified part of the fund.

Appointment of investment manager

162 The trustee may appoint one or more suitably qualified persons to act as investment manager of the fund or a specified part of the fund in accordance with superannuation law.

Appointment of custodian

163 The trustee may appoint one or more suitably qualified persons to act as custodian of the fund or a specified part of the fund, including (without limitation) as part of a limited recourse borrowing arrangement referred to in clause 133.3.

Trustee may remove person from office

164 The trustee may remove from office a person the trustee has appointed to an office.

Trustee not bound by advice

- 165 Except to the extent required by superannuation law, the trustee is not bound to follow the advice of a person the trustee has appointed.

Liability of the trustee is limited

- 166 To the extent allowed by superannuation law, neither the trustee nor any of its directors, officers or employees is liable for anything done or not done in connection with acting as trustee, unless at least one of the following applies:

- The person fails to act honestly.
- The person intentionally or recklessly fails to exercise the degree of care and diligence the person is required to exercise.
- The person incurs a monetary penalty under a civil penalty order made in accordance with superannuation law.

Indemnity

- 167 To the extent allowed by superannuation law, the trustee and each of its directors, officers and employees are entitled to an indemnity from the fund in all cases where the person is not liable under the preceding clause. The trustee has a lien on the assets of the fund for this purpose.

Other persons who may act

- 168 Subject to superannuation law, the trustee may appoint the following persons to act as director of the trustee of the fund:
- the legal personal representative of a deceased member, from the date of the member's death until the member's death benefits begin to be paid;
 - the legal personal representative of a member, while he or she holds an enduring power of attorney in respect of the member or while the member is under a legal disability;
 - the legal personal representative, parent or guardian of a member who is a minor; or
 - any other person if the superannuation law allows that person to be a director of the trustee and the fund would remain a self managed superannuation fund.

Appointment of members as trustee

- 169 The trustee may appoint the members of the fund as trustees in place of the trustee by executing a deed to that effect. It may only do so if immediately afterwards it executes another deed which provides the mechanisms to enable the members of the fund to act as trustees.

Appointment of replacement corporate trustee

170 The trustee may appoint as a replacement trustee a corporation of which the members of the fund are the only directors by executing a deed to that effect. The trustee must do everything necessary to vest the fund in the replacement trustee and must deliver all records and other books to the replacement trustee.

Continuity of office

171 When a person ceases to be a trustee or becomes a trustee, any other person acting as trustee must do everything necessary to vest the fund in the new or remaining trustees and must deliver all records and other books to the new or remaining trustees.

Appointment and resignation of trustee

172 The trustee will determine who acts as trustee in accordance with this deed and superannuation law for the fund to continue as a self managed superannuation fund and will take the necessary steps to appoint or remove the persons or body to or from the office of trustee. The trustee may accept the trustee's resignation in writing for this purpose.

- The appointment or removal of a trustee must be in writing by executing a deed to that effect and must immediately be advised to any other trustee.
- Where the trustee is unable or unwilling to determine who will act as trustee then the majority of members of the fund will determine who will act as trustee. If there are no members in the fund, the former members of the fund (or their legal personal representatives) will determine who acts as trustee of the fund.
- To the extent permitted by law, these provisions apply to the exclusion of any statutory provisions relating to the appointment of new trustees, including statutory provisions which may otherwise require registration of the relevant deed or instrument.

N Miscellaneous

Trustee may elect to wind up fund

173 The trustee may elect to wind up the fund on a specified date in either of the following cases:

173.1 The trustee decides to wind up the fund.

173.2 There are no longer any members of the fund.

The trustee must elect to wind up the fund on a specified date if the Regulator requires the fund to be wound up.

Notice of winding up

174 The trustee must give notice to each employer and member that the fund is to be wound up on the specified date.

Payment etc on winding up

175 After deducting from the assets of the fund the costs of administering and winding up the fund, the trustee must pay the benefits in the following order to the extent that the assets of the fund are sufficient to do so:

- Benefits to which members, former members, if any, or their dependants are entitled but which they have not been paid on the day before the termination date.
- Additional benefits to members, former members or their dependants as the trustee thinks appropriate.
- Payment to the employers, if any, that have made contributions in respect of members or former members as the trustee thinks appropriate.

Legal rights of member not affected by this deed

176 Nothing in this deed affects any right a person may have to claim compensation or damages at common law or under statute.

Variation

177 Subject to clauses 178 to 180, the trustee may vary this deed either prospectively or retrospectively. The trustee may do so by oral declaration, written resolution or deed. If superannuation law requires it, the trustee must promptly give a certified copy of the resolution or a copy of the deed to the Regulator.

Limits on effect of variation

178 If one or more death benefit agreements are in place under this deed, then any variation of the deed does not vary any death benefit agreement or clauses 93 or 94 – unless that variation expressly states that it does vary any one or more of those things. Instead, those agreements and clauses continue to apply in respect of the fund.

179 If one or more agreements or arrangements are in place in respect of the fund relating to payment of a pension, then any variation of the deed does not vary those agreements or arrangements – unless that variation expressly states that it does vary one or more of those things. Instead, those agreements and arrangements continue to apply in respect of the fund.

Limits on power to vary

180 The trustee does not have power to vary this deed so as to do either of the following:

- Reduce or adversely affect the rights of a member to accrued entitlements that arise before the variation is effected.
- Reduce the amount of any other entitlement that is or may become payable in relation to a time before the date of the variation.

However, this (the rule in the previous sentence with the 2 dot points) does not apply if the reduction is necessary to enable the fund to comply with superannuation law or if each affected member, or the Regulator, consents in writing to the reduction.

The trustee also does not have power to vary this deed in a way that would have either of the following effects:

- unless the trustee is a corporation, altering the purpose of the fund so that it is no longer solely or primarily the provision of old age pensions under superannuation law.
- unless the sole or primary purpose of the fund is to provide old age pensions to members, allowing any person except a corporation to be appointed trustee of the fund.

Notice of variation

181 If superannuation law requires it, the trustee must inform members and beneficiaries in writing of the nature and purpose of the variation and its effect on their entitlements or rights. The trustee must do so in accordance with superannuation law.

Dispute resolution

182 If superannuation law requires it, the trustee must establish a system complying with that law for dealing with enquiries and complaints from members, beneficiaries and dependants.

Interpretation

183 A reference in this deed to:

- a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
- a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- a person includes the legal personal representatives, successors and assigns of that person;
- any body which no longer exists or has been reconstituted, renamed, replaced or whose powers and functions have been removed or transferred to another body or agency, whether expressly or impliedly, is a reference to the body which most closely serves the purpose or objects of the first-mentioned body;
- a clause, schedule or appendix is reference to a clause, schedule or appendix in or to this deed;
- this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- '\$' or 'dollars' is a reference to Australian dollars;
- the word 'includes' in any form is not a word of limitation;
- the singular includes the plural and vice versa; and
- a gender includes the other gender.

Proper law

184 This deed is governed by the law of Victoria. The parties consent to the exercise of jurisdiction by the courts of that place.

Definitions

185 In this deed the terms below have the following meanings:

Annuity means what it means under superannuation law.

Approved benefit arrangement means an arrangement into which or from which assets of the fund can be transferred without a breach of superannuation law. It includes a roll over fund, a complying superannuation fund, an approved deposit fund and an annuity arrangement.

Approved deposit fund means a fund which is a complying ADF under the Tax Act.

Amount standing to the credit in relation to an accumulation account, includes an amount the trustee decides to pay to that account from the equalisation account (if any).

Assets means the cash, investments and other property of the fund held by the trustee (or by a nominee or custodian for the trustee) on the trusts established by or under this deed, including:

- any amount standing to the credit of the fund on or after the date when this deed commences.
- contributions made by a member.
- contributions made by an employer.
- contributions allowed by this deed that are superannuation lawfully made by another person.
- interest, dividends, distributions, profits and other benefits of any kind arising from investments and accumulation of income.
- the proceeds of any annuity or insurance policy effected by the trustee.
- the value of any annuity or insurance policy effected by the trustee.
- money, investments and other property received by the trustee as a roll over payment.
- shortfall components and financial assistance received by the trustee.

Beneficiary means a person immediately and absolutely entitled to a benefit under this deed in respect of a member. It does not include a member except where that member is immediately and absolutely entitled to a benefit under this deed in respect of another member.

Benefit means an amount payable out of the fund to or in respect of a member or beneficiary.

Benefit entitlement means an amount in the fund which may become payable to a member, dependant or beneficiary, but to which that person has not become absolutely entitled. It includes a contingent right to payment.

Binding death benefit notice means a notice given by a member or beneficiary to the trustee in accordance with regulation 6.17A of the SIS Regulations and with this deed.

Business day means Monday to Friday excluding public holidays in the state or territory identified in clause 184.

Business hours means between 9:00 am and 5:00 pm on a business day.

Cash means what it means under superannuation law.

Complying superannuation fund means a complying superannuation fund under superannuation law.

Contributions means gross contributions made to the fund before tax in accordance with this deed.

Corporation means a constitutional corporation under superannuation law.

COVID-19 determination means a determination from the regulator issued pursuant to regulation 6.19B of the SIS Regulations for an amount not exceeding the amount validly stated in the determination.

Death Benefit Agreement means all, or that part of, an agreement (executed as a deed and in a form acceptable to the trustee) describing the trustee's obligations concerning the payment of benefits on a member's death which:

- directs the trustee to pay the benefits to a person to whom those benefits may be paid in accordance with superannuation law;
- has been executed by the trustee and the member; and
- has not later been:
 - terminated by the member; or
 - replaced by a separate death benefit agreement with the agreement of the trustee and the member.

Dependant, in relation to a member, former member or beneficiary (the 'primary person'), means each of the following:

- the spouse or widow or widower of that primary person.
- any child of that primary person, including a person who, in the trustee's opinion, is or was actually maintained by the primary person as the child of the primary person.
- any person with whom the primary person has an interdependency relationship.
- any other person who, in the trustee's opinion, was substantially dependent on the primary person at the relevant time.

Doctor means a registered medical practitioner.

Downsizer contributions has the meaning given by section 292-102 of the *Income Tax Assessment Act 1997*.

Eligible roll over fund means what it means in Part 24 of the SIS Act.

Employee means a person who is an eligible person under superannuation law for the purpose of an employer making contributions in order to avoid a liability for the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992*.

Employer means what it means under superannuation law and includes any participating-employer of a member.

Employment relationship – an employment relationship exists between 2 persons if any of the following applies:

- one person is an employee of the other within the ordinary meaning of that term, or within the meaning of section 15A of the SIS Act, or is taken to be an employee under superannuation law.

- one person is the trustee of a trust of which the other person, or a relative of the other person, is a beneficiary.
- one person is a member of a partnership in which the other person, or a relative of the other person, is either a partner or a director of a body corporate that is a partner.
- one person is a member of a partnership in which the other person, or a relative of the other person, is a beneficiary of a trust, the trustee of which is a partner.

However, an employment relationship does not exist between 2 persons if superannuation law has the contrary effect.

Employment termination payment means the same as it means in section 82-130 of the Income Tax Assessment Act 1997 (Cth).

Excess contributions means contributions by or on behalf of a fund member which exceed the annual cap amounts for concessional contributions and non-concessional contributions as defined in the Tax Act. For the purposes of calculating excess contributions, amounts which are downsizer contributions are not counted.

Expenses of the fund means the expenses for which the trustee is entitled to be reimbursed under this deed.

Family Law Act means the *Family Law Act 1975* (Cth).

First home super saver determination has the meaning given by subsection 138-10(1) in Schedule 1 to the *Taxation Administration Act 1953*.

Fund earning rate means the positive or negative earning rate the trustee determines after taking account of any provision or reserve for future contingencies.

Fund year means the 12 month period ending on 30 June or a substitute date decided on by the trustee. At the beginning of the trust, and at the end of the trust, it means the lesser period ending on that date, or commencing on the following day.

Gainful employment means what it means under superannuation law. It includes gainful employment on a full-time basis and gainful employment on a part-time basis.

Insurance policy means an insurance policy effected on the life of the member or a beneficiary of the member or in respect of the member's or beneficiary's illness, accident or disablement.

Interdependency relationship has the same meaning as in the SIS Act.

Legal personal representative includes the executor of the will or administrator of the estate of a deceased person, the trustee of the estate of a person under a legal disability or a person who holds an enduring power of attorney granted by a person.

Levy means a levy payable by the fund under superannuation law.

Market value has the same meaning as in the SIS Act.

Non-binding nomination form means a notice given by a member or beneficiary to the trustee in a form acceptable to the trustee, but which does not meet the requirements of regulation 6.17A of the SIS Regulations.

Non-member spouse means a person who is:

- a spouse or former spouse of a member; or
- a Non-Member Spouse within the meaning of that term under Part VIII B of the Family Law Act.

Non-preserved amount means an amount (including a roll over payment) that is payable to or in respect of a member that is not subject to cashing restrictions under superannuation law at the time of payment.

Normal retirement age means 65, or a substitute age that is at least 55 (or, if the trustee is not a corporation, 60) that is accepted or required by superannuation law and is agreed by the trustee.

Payment flag means an agreement or court order referred to in clause 123.

Payment split means a payment split under Part VIIIB of the Family Law Act.

Pension account means a pension account established under clause 82.

Preservation age means what it means under superannuation law.

Preserved payment means a payment made to the fund which is required to be preserved under superannuation law if the fund is to be a complying superannuation fund.

Preserved payment benefit means a benefit arising from a preserved payment.

Regulator means the particular Commonwealth body responsible for the administration of the relevant aspect of superannuation. It may be the Commissioner of Taxation, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission or some other body.

Relative for the purpose of the definition of 'employment relationship' and for the purpose of eligibility to be a director of the trustee, means each of the following in respect of a person:

- a parent, grandparent, child, grandchild, sibling, uncle, aunt, great aunt, great uncle, nephew, niece, first cousin or second cousin of the person;
- another person who has any such relationship to the person by reason of adoption or re-marriage;
- the spouse or former spouse of the person or of any of the persons listed in the previous bullet points.

For any other purpose, means each of the following in respect of a person:

- the parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child of the person or of the spouse of the person;
- the spouse of the person or of any person listed in the previous bullet point.

Release Authority means a written authority or direction given to the trustee to release funds, given by the member or the Commissioner of Taxation, and which the trustee is required to comply with under superannuation law (including where the purpose is a permissible condition of release under the SIS Regulations such as a first home super saver determination, excess concessional or non-concessional contributions and/or excess non-concessional contributions tax liability).

Retires in relation to employment, means retirement for the purpose of the payment of benefits under superannuation law.

Reversionary beneficiary means an eligible dependant for the purpose of superannuation law, including a Pension Dependant, nominated by a pensioner at the commencement of the pension, or otherwise in accordance with the terms of the pension, as the person to whom the pension must be paid after the pensioner dies.

Roll over payment includes a employment termination payment made or received by the trustee in accordance with superannuation law and an eligible benefit payment rolled out of or in to a complying superannuation fund.

Securities includes fully paid and partly paid shares, fully paid and partly paid stocks, debentures, notes, bonds, mortgages, options and other similar securities. Neither security nor registration is required.

Self-managed superannuation fund means what it means under the SIS Act.

Shortfall component means what it means under sections 64A and 64B of of the *Superannuation Guarantee (Administration) Act* 1992 and regulations made under that Act.

SIS Act means the *Superannuation Industry (Supervision) Act* 1993, as amended from time to time.

SIS Regulations means the *Superannuation Industry (Supervision) Regulations* 1994, as amended from time to time.

Spouse means a person legally married to the member at any time; and a person who is not legally married to the member, but who, in the trustee's opinion, lives or lived with the member on a bona fide domestic basis as the partner of that member.

If there are 2 or more persons who are spouses within this definition, 'spouse' means that person or those persons whom the trustee decides to treat as the spouse or spouses.

Superannuation law means any law of the Commonwealth of Australia including the *Corporations Act* 2001 and the *Social Security Act* 1991, which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the fund by the Commissioner of Taxation, the Australian Taxation Office, APRA, ASIC or any other body that has responsibility in connection with the regulation of superannuation. It includes changes to any superannuation law after the date of this deed. It also includes any proposed law or lawful requirement that the trustee believes may have retrospective effect.

Tax includes any form of taxation, surcharge, levy, duty or other government charge that the trustee is required to pay out of the fund, or a member, former member or beneficiary is required to pay.

Tax Act means the *Income Tax Assessment Act* 1936 or the *Income Tax Assessment Act* 1997, as appropriate, and the regulations made under the relevant Act.

Tax Administration Act means the *Tax Administration Act* 1953.

Taxation includes any tax, charge duty or levy of any type paid or payable by the trustee, or by a member, former member or beneficiary, in relation to any part of the fund.

Temporary total disablement means what it means in the relevant policy effected by the trustee.

If there is no such policy, it means total physical or mental disablement that is not total permanent disablement that makes the relevant member incapable of continuing in the gainful employment that the member was in immediately before the incapacity.

Total permanent disablement means what it means in the relevant policy effected by the trustee.

If there is no such policy, it means such total physical or mental disablement that the trustee is reasonably satisfied that the relevant member is unlikely ever again to be able to engage in gainful employment for which the member is reasonably qualified by education, training or experience.

Transfer balance has the same meaning as in section 995-1(1) of the Tax Act.

Transfer balance cap has the same meaning as in section 995-1(1) of the Tax Act.

Transfer determination means an excess transfer balance determination issued under Subdivision 136-A of Schedule 1 to the Tax Administration Act.

Transition to retirement pension means a transition to retirement income stream paid as a pension, as defined by r6.01(2) of the SIS Regulations.

Unclaimed benefits means benefits described as 'unclaimed money' under superannuation law.

Withdrawal benefit means the minimum benefit that must be paid to a member on withdrawal from the fund under superannuation law.

To the extent that a member's contributions have been applied towards an endowment or whole of life policy, the member's withdrawal benefit is the surrender value of that policy.

DG Super Fund

Schedule to this deed

Date deed established

23 November 2020

Name and address and ACN of trustee

D & L Di Gregorio Pty Ltd, ACN 646093656
Level 12, 99 William Street
Melbourne, VIC 3000

Name and address of members

Luciano Di Gregorio
Unit 1
21 Edna Street
Heathmont, VIC 3135

Dina Georges
Unit 1
21 Edna Street
Heathmont, VIC 3135

Name of person establishing the fund (Principal)

Luciano Di Gregorio
Unit 1
21 Edna Street
Heathmont, VIC 3135

Execution

Executed as a deed.

Dated: _____

Executed by
D & L Di Gregorio Pty Ltd ACN 646093656, in
its capacity as trustee, in accordance with
section 127(1) of the *Corporations Act 2001*
(Cwth):

LDiGregorio

Luciano Di Gregorio, director

Dina Georges

Dina Georges, director

Signed sealed and delivered

by Luciano Di Gregorio in the capacity of principal in the presence of:

linageorges
Signature of witness

LDiGregorio
Signature of individual

Lina Georges
Name of witness (please print)

Signed sealed and delivered by Luciano Di Gregorio, in the capacity of member, in the presence of:

linageorges
Signature of witness

LDiGregorio
Signature of individual

Lina Georges
Name of witness (please print)

Signed sealed and delivered by Dina Georges, in the capacity of member, in the presence of:

linageorges
Signature of witness

LDiGregorio
Signature of individual

Lina Georges
Name of witness (please print)

DG SUPER FUND

INVESTMENT STRATEGY

INVESTMENT OBJECTIVE

The investment objective is to provide investment returns which will at least be equivalent to the annual inflation rate plus 2% over a 5 year rolling period.

MEMBER PROFILE

The members have approximately 20 years to retirement and therefore has taken a long-term approach and invested the majority of assets in growth investments.

INVESTMENT STRATEGY

In order to meet the investment objective, the trustee will invest the Fund's assets as follows:

Majority of assets invested in:

- Australian Real Property

Smaller allocation of assets invested in:

- Cash

RISKS

Each asset class apart from cash has an inherent risk of between medium and high risk, however this risk will be controlled through adherence to the adopted diversification policy below. Short term fluctuations are acceptable given the long term investment perspective.

Although the overall risk profile is medium to high risk, the asset classes meet the growth requirements and the level of risk is acceptable given the medium to high expected rate of return over the long term.

It must be noted that the Trustee continues to believe that the risk and return profile of cash is minimal.

GEARED INVESTMENTS

The Trustee has elected to purchase commercial property using a limited recourse borrowing arrangement. The Trustee has indicated they understand and are prepared to accept the increased volatility of returns associated with borrowing to invest, including the risk of loss, including the risk of total loss of invested assets where such assets are subject to limited recourse borrowing arrangements.

DIVERSIFICATION

Although the only Fund asset besides cash will be property, the property will be in a high growth & active market area and therefore the risk of not being able to sell the property if required is low. The long-term growth potential will be very high and the unrealised gains along with the rental income generated should exceed the investment objective set by the Trustee. Although diversification is low, the Trustee believes the growth & income potential outweigh diversification concerns.

LIQUIDITY

The Trustee is of the opinion that the investment strategy is structured in such a manner that the Fund is sufficiently liquid to discharge its current and future liabilities.

The liabilities the Trustee will generally be required to meet in the short term are relatively minor in nature. These generally comprise of investment purchases, accounting & audit fees and tax payable.

The Trustee does not expect the membership of the Fund to fall in the short term. In the longer term, the Trustee appreciates the reality of needing to either sell the investments or distribute them in specie to enable the Trustee to meet their benefit payment obligations.

INSURANCE

The Trustee has considered whether the Fund should hold a contract of insurance for its members and concluded that the Trustee will review the options available.

REVIEW & MONITORING

The Trustee will undertake to monitor and review the Fund's investment activities on at least an annual basis, and to communicate with the Member should they feel that any change in strategy be required in order to further consolidate the Fund's objective.



Dina Georges
Director of D & L Di Gregorio Pty Ltd



Luciano Di Gregorio
Director of D & L Di Gregorio Pty Ltd

Date:

Date:

Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

- ! We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit ato.gov.au/smsf and search 'approved education courses'.



Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

To subscribe to our news and alerts service visit ato.gov.au/smsf and search 'news and alerts'.

For more information on free approved trustee education courses visit ato.gov.au/smsf and search 'approved education courses'.

Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

- ▶ If you have any difficulties completing this declaration or you do not fully understand the information it contains:
 - speak to a professional adviser
 - visit ato.gov.au/smsf
 - phone us on **13 10 20**.

When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

- ⚠ Do not send your completed declaration to us unless we request this from you.

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Published by

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Canberra
April 2019

DE-3355



Self-managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of

Fund name

I am responsible for ensuring that the fund is operated in accordance 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 trustees' 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
- give me a written direction to rectify any contraventions or undertake a course of education
- 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 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
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and 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.

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.

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:

- giving financial assistance using the resources of the fund 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 from the trustee or investment manager of another regulated super fund 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)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets 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 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).

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, the retirement of members and payment of benefits)
 - 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
 - documented decisions about storage of collectables and personal use assets
- 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 including asset market valuation
 - copies of Transfer balance account reports lodged
 - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- 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 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

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.
- Administrative penalties can be imposed on me for not complying with the legislation
- 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 APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

Trustee's or director's signature

Dina Georges

Date

Day Month Year
 / /

Witness' name (witness must be 18 years old or over)

Witness' signature

linageorges

Date

Day Month Year
 / /

**ASIC**

Australian Securities & Investments Commission

Forms Manager

Registered Agents

Company: DI GREGORIO INVESTMENTS PTY LTD ACN 666 507 286**Company details**

Date company registered 15-03-2023
 Company next review date 15-03-2024
 Company type Australian Proprietary Company
 Company status Registered
 Home unit company No
 Superannuation trustee company No
 Non profit company No

Registered office

C/- PGP CONSULTING PTY LTD, LEVEL 12 , 99 WILLIAM STREET , MELBOURNE VIC 3000

Future address

C/- SMSF AUSTRALIA, UNIT 8 , 435-439 FULLARTON ROAD , HIGHGATE SA 5063 Start date: 17-10-2023

Principal place of business

UNIT 1 , 21 EDNA STREET , HEATHMONT VIC 3135

Officeholders

DI GREGORIO, LUCIANO

Born 26-04-1975 at MELBOURNE VIC

UNIT 1 , 21 EDNA STREET , HEATHMONT VIC 3135

Office(s) held: Director, appointed 15-03-2023
 Secretary, appointed 15-03-2023

GEORGES, DINA

Born 28-01-1978 at KIRKUK IRAQ

UNIT 1 , 21 EDNA STREET , HEATHMONT VIC 3135

Office(s) held: Director, appointed 15-03-2023

Company share structure

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY	12	12.00	0.00

Members

DI GREGORIO , LUCIANO

UNIT 1 , 21 EDNA STREET , HEATHMONT VIC 3135

Share class	Total number held	Fully paid	Beneficially held
ORD	6	Yes	Yes

GEORGES , DINA

UNIT 1 , 21 EDNA STREET , HEATHMONT VIC 3135

Share class	Total number held	Fully paid	Beneficially held
ORD	6	Yes	Yes

Document history

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

Received	Number	Form	Description	Status
10-10-2023	7ECJ71443	484	CHANGE TO COMPANY DETAILS	Processed and imaged
15-03-2023	3EWO47969201		APPLICATION FOR INCORPORATION (DIVN 1)	Processed and imaged

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