

Compliance Workpapers

TK Ellis Self Managed Super Fund

Financial Year - 2023



Fund Details

Fund Name	TK Ellis Self Managed Super Fund
Contact no	
Financial Year	2023
Established Date	17/02/2022
ABN	50 488 034 246
TFN	470722469
Trustee Type	Corporate
Trustees	TK Ellis SMSF Pty Ltd
ACN	657387098

Review Points

Reference : Expenses / Other Expenses / Establishment Fee

Subject : Establishment Fee

Addressed : Notes for Auditor

Action	Description	Owner	DateTime	Attachment
Created	Fund establishment fee - non deductible	Joan Sayas	17/10/2023 10:38 PM	

Statement of Financial Position

Assets	Qty	2023	2022	Change (\$)	Change (%)	
Investments	0.00	352,000.00	0.00	352,000.00	100.00	WP-1 WP-2
Direct Property	0.00	352,000.00	0.00	352,000.00	100.00	
4/6 Koolaman Street	1.00	352,000.00	0.00	352,000.00	100.00	WP-1 WP-2
Other Assets	0.00	4,792.52	322,224.43	-317,431.91	98.51	
Cash At Bank	0.00	3,433.07	325,224.43	-321,791.36	98.94	
ANZ Bank Account	0.00	3,433.07	325,224.43	-321,791.36	98.94	WP-1
Current Tax Assets	0.00	1,359.45	-3,000.00	4,359.45	145.31	WP-1 WP-2
Income Tax Instalments Paid	0.00	1,530.00	0.00	1,530.00	100.00	WP-1
Provision for Income Tax	0.00	-170.55	-3,000.00	2,829.45	94.31	
Total Assets	0.00	356,792.52	322,224.43	34,568.09	10.73	
Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
Other Taxes Payable	0.00	765.00	0.00	765.00	100.00	WP-1
Activity Statement Payable/Refundable	0.00	765.00	0.00	765.00	100.00	
Total Liabilities	0.00	765.00	0.00	765.00	100.00	
Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
Member Entitlement Accounts	0.00	356,027.52	322,224.43	33,803.09	10.49	WP-1 WP-2

Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
Mr Kate Ellis	0.00	33,552.43	8,500.01	25,052.42	294.73	
Accumulation	0.00	33,552.43	8,500.01	25,052.42	294.73	
Mr Timothy Ellis	0.00	322,475.09	313,724.42	8,750.67	2.79	
Accumulation	0.00	322,475.09	313,724.42	8,750.67	2.79	
Total Member Entitlements	0.00	356,027.52	322,224.43	33,803.09	10.49	

Operating Statement

Income	2023	2022	Change (\$)	Change (%)	
Investment Income	9,085.28	0.77	9,084.51	1,179,806.49	WP-1 WP-2
Interest	14.48	0.77	13.71	1,780.52	WP-1
Cash At Bank	14.48	0.77	13.71	1,780.52	
ANZ Bank Account	14.48	0.77	13.71	1,780.52	
Other Rental Related Income	70.80	0.00	70.80	100.00	WP-1
Direct Property	70.80	0.00	70.80	100.00	
4/6 Koolaman Street	70.80	0.00	70.80	100.00	
Rent	9,000.00	0.00	9,000.00	100.00	WP-1 WP-2
Direct Property	9,000.00	0.00	9,000.00	100.00	
4/6 Koolaman Street	9,000.00	0.00	9,000.00	100.00	
Member Receipts	53,192.05	325,223.66	-272,031.61	83.64	
Contributions	0.00	321,122.98	-321,122.98	100.00	WP-1
Member	0.00	20,000.00	-20,000.00	100.00	
Personal Concessional	0.00	20,000.00	-20,000.00	100.00	
Mr Kate Ellis	0.00	10,000.00	-10,000.00	100.00	
Mr Timothy Ellis	0.00	10,000.00	-10,000.00	100.00	
Other	0.00	301,122.98	-301,122.98	100.00	
Mr Timothy Ellis	0.00	301,122.98	-301,122.98	100.00	
Rollovers In	53,192.05	4,100.68	49,091.37	1,197.15	

Income	2023	2022	Change (\$)	Change (%)	
Mr Kate Ellis	26,743.65	0.00	26,743.65	100.00	WP-1
Mr Timothy Ellis	26,448.40	4,100.68	22,347.72	544.98	WP-1
Total Income	62,277.33	325,224.43	-262,947.10	80.85	
Expenses	2023	2022	Change (\$)	Change (%)	
Investment Losses	18,156.47	0.00	18,156.47	100.00	
Decrease in Market Value	18,156.47	0.00	18,156.47	100.00	WP-1
Direct Property	18,156.47	0.00	18,156.47	100.00	
4/6 Koolaman Street	18,156.47	0.00	18,156.47	100.00	
Other Expenses	10,147.22	0.00	10,147.22	100.00	
Accountancy Fee	1,100.00	0.00	1,100.00	100.00	WP-1
ASIC Fee	59.00	0.00	59.00	100.00	WP-1
Auditor Fee	330.00	0.00	330.00	100.00	WP-1
Bank Fees	56.00	0.00	56.00	100.00	
Cash At Bank	56.00	0.00	56.00	100.00	
ANZ Bank Account	56.00	0.00	56.00	100.00	
Establishment Fee	2,200.00	0.00	2,200.00	100.00	
Property Expenses	5,884.22	0.00	5,884.22	100.00	WP-1
Advertising	220.00	0.00	220.00	100.00	WP-1
Direct Property	220.00	0.00	220.00	100.00	
4/6 Koolaman Street	220.00	0.00	220.00	100.00	

Expenses	2023	2022	Change (\$)	Change (%)	
Agents Management Fee	792.00	0.00	792.00	100.00	WP-1 WP-2
Direct Property	792.00	0.00	792.00	100.00	
4/6 Koolaman Street	792.00	0.00	792.00	100.00	
Council Rates	634.94	0.00	634.94	100.00	WP-1
Direct Property	634.94	0.00	634.94	100.00	
4/6 Koolaman Street	634.94	0.00	634.94	100.00	
Electricity	96.02	0.00	96.02	100.00	WP-1
Direct Property	96.02	0.00	96.02	100.00	
4/6 Koolaman Street	96.02	0.00	96.02	100.00	
Emergency Services Levy	51.76	0.00	51.76	100.00	WP-1
Direct Property	51.76	0.00	51.76	100.00	
4/6 Koolaman Street	51.76	0.00	51.76	100.00	
Insurance Premium	330.00	0.00	330.00	100.00	WP-1
Direct Property	330.00	0.00	330.00	100.00	
4/6 Koolaman Street	330.00	0.00	330.00	100.00	
Repairs Maintenance	1,120.33	0.00	1,120.33	100.00	WP-1 WP-2 WP-3 WP-4
Direct Property	1,120.33	0.00	1,120.33	100.00	
4/6 Koolaman Street	1,120.33	0.00	1,120.33	100.00	

Expenses	2023	2022	Change (\$)	Change (%)	
Strata Levy Fee	1,240.41	0.00	1,240.41	100.00	WP-1 WP-2 WP-3 WP-4
Direct Property	1,240.41	0.00	1,240.41	100.00	
4/6 Koolaman Street	1,240.41	0.00	1,240.41	100.00	
Sundry Expenses	1,073.32	0.00	1,073.32	100.00	WP-1 WP-2
Direct Property	1,073.32	0.00	1,073.32	100.00	
4/6 Koolaman Street	1,073.32	0.00	1,073.32	100.00	
Water Rates	325.44	0.00	325.44	100.00	WP-1 WP-2 WP-3
Direct Property	325.44	0.00	325.44	100.00	
4/6 Koolaman Street	325.44	0.00	325.44	100.00	
SMSF Supervisory Levy	518.00	0.00	518.00	100.00	
Total Expenses	28,303.69	0.00	28,303.69	100.00	
Income Tax	2023	2022	Change (\$)	Change (%)	
Income Tax Expense	170.55	3,000.00	-2,829.45	94.31	WP-1 WP-2
Income Tax Expense	170.55	3,000.00	-2,829.45	94.31	
Total Income Tax	170.55	3,000.00	-2,829.45	94.31	
Net Profit(Loss) Total	33,803.09	322,224.43			


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 : Warning		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		
Mr Kate Ellis (Age: 44 at 30/06/2023)									
Accumulation	Accumulation	8,500.01	0.00	0.00	33,552.43	0.00	0.00		
Mr Timothy Ellis (Age: 46 at 30/06/2023)									
Accumulation	Accumulation	313,724.42	0.00	0.00	322,430.52	0.00	44.57		

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
Mr Kate Ellis (Age: 44 at 30/06/2023)				
	Accumulation		0.00	4,249.70
Mr Timothy Ellis (Age: 46 at 30/06/2023)				
	Accumulation		301,122.98	301,122.98

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
Mr Timothy Ellis Date of Birth: 08/12/1976 (Age: 45 at 30/06/2023)				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		92,500.00	0.00
	Maximum cap available		120,000.00	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
Mr Kate Ellis Date of Birth: 16/08/1978 (Age: 43 at 30/06/2023)				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		92,500.00	0.00
	Maximum cap available		120,000.00	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 - Good to Go

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

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 / Mr Kate Ellis					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/08/2022	TRANSFER FROM CSC AE00002998	0.00	0.00	26,743.65	26,743.65
30/06/2023	Closing Balance	0.00	0.00	0.00	26,743.65
Member Receipts / Rollovers In / Mr Timothy Ellis					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/07/2022	Rollover In	0.00	0.00	26,448.40	26,448.40
30/06/2023	Closing Balance	0.00	0.00	0.00	26,448.40
Investment Income / Interest / Cash At Bank / ANZ Bank Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
29/07/2022	CREDIT INTEREST PAID	0.00	0.00	2.74	2.74
31/08/2022	CREDIT INTEREST PAID	0.00	0.00	3.34	6.08
30/09/2022	CREDIT INTEREST PAID	0.00	0.00	3.09	9.17
31/10/2022	CREDIT INTEREST PAID	0.00	0.00	3.20	12.37
30/11/2022	CREDIT INTEREST PAID	0.00	0.00	2.11	14.48
30/06/2023	Closing Balance	0.00	0.00	0.00	14.48
Investment Income / Other Rental Related Income / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Investment Income	0.00	0.00	70.80	70.80
30/06/2023	Closing Balance	0.00	0.00	0.00	70.80
Investment Income / Rent / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Rental Statement	0.00	0.00	3,750.00	3,750.00
30/06/2023	Rental Statement	0.00	0.00	5,250.00	9,000.00
30/06/2023	Closing Balance	0.00	0.00	0.00	9,000.00
Other Expenses / Accountancy Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
20/02/2023	ANZ INTERNET BANKING PAYMENT 551871 TO SMSF AUSTRALIA PTY LTD	0.00	1,100.00	0.00	1,100.00
30/06/2023	Closing Balance	0.00	0.00	0.00	1,100.00
Other Expenses / ASIC Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
15/03/2023	ANZ INTERNET BANKING BPAY ASIC {464288}	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
20/02/2023	ANZ INTERNET BANKING PAYMENT 551871 TO SMSF AUSTRALIA PTY LTD	0.00	330.00	0.00	330.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	330.00
Other Expenses / Cash At Bank / ANZ Bank Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/11/2022	PAYMENT REF PICAUAUX0055337 TO OUWENS ASSERLY REAL ESTATE TRUST ACCOUNT FEE AU D28	0.00	28.00	0.00	28.00
25/11/2022	PAYMENT REF PICAUABN0063785 TO DIVINE P TY LTD TRUST ACCOUNT FEE AUD28	0.00	28.00	0.00	56.00
30/06/2023	Closing Balance	0.00	0.00	0.00	56.00
Other Expenses / Establishment Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
22/08/2022	ANZ INTERNET BANKING FUNDS TFER TRANSFER 727618 TO 015208644530488	0.00	2,200.00	0.00	2,200.00
30/06/2023	Closing Balance	0.00	0.00	0.00	2,200.00
Other Expenses / Advertising / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Advertising	0.00	220.00	0.00	220.00
30/06/2023	Closing Balance	0.00	0.00	0.00	220.00
Other Expenses / Property Expenses / Agents Management Fee / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Agents Management Fee	0.00	330.00	0.00	330.00
30/06/2023	Agents Management Fee	0.00	462.00	0.00	792.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	792.00
Other Expenses / Property Expenses / Council Rates / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
25/11/2022	Council Rates	0.00	634.94	0.00	634.94
30/06/2023	Closing Balance	0.00	0.00	0.00	634.94
Other Expenses / Property Expenses / Electricity / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Electricity	0.00	96.02	0.00	96.02
30/06/2023	Closing Balance	0.00	0.00	0.00	96.02
Other Expenses / Property Expenses / Emergency Services Levy / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
25/11/2022	Emergency Services Levy	0.00	51.76	0.00	51.76
30/06/2023	Closing Balance	0.00	0.00	0.00	51.76
Other Expenses / Property Expenses / Insurance Premium / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
11/11/2022	ANZ INTERNET BANKING BPAY UKAWAP/LT/ASSGU {410435}	0.00	330.00	0.00	330.00
30/06/2023	Closing Balance	0.00	0.00	0.00	330.00
Other Expenses / Property Expenses / Repairs Maintenance / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
10/01/2023	ANZ INTERNET BANKING PAYMENT 394144 TO STOP LEAK PTY LTD	0.00	418.00	0.00	418.00
30/06/2023	Electrical	0.00	23.98	0.00	441.98
30/06/2023	Plumbing	0.00	331.85	0.00	773.83
30/06/2023	Repairs Maintenance	0.00	346.50	0.00	1,120.33
30/06/2023	Closing Balance	0.00	0.00	0.00	1,120.33
Other Expenses / Property Expenses / Strata Levy Fee / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
25/11/2022	Strata Levy Fee	0.00	130.41	0.00	130.41
18/01/2023	ANZ INTERNET BANKING BPAY DEFT PAYMENTS {306319}	0.00	370.00	0.00	500.41
30/06/2023	Strata Levy Fee	0.00	370.00	0.00	870.41
30/06/2023	Strata Levy Fee	0.00	370.00	0.00	1,240.41
30/06/2023	Closing Balance	0.00	0.00	0.00	1,240.41
Other Expenses / Property Expenses / Sundry Expenses / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
25/11/2022	Various other expenses	0.00	115.50	0.00	115.50
30/06/2023	Administration Fees	0.00	77.00	0.00	192.50
30/06/2023	Invoice Payment and Supervision Fees	0.00	32.72	0.00	225.22
30/06/2023	Letting Fee	0.00	825.00	0.00	1,050.22
30/06/2023	Locks, Keys, Card Keys	0.00	23.10	0.00	1,073.32

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	1,073.32
Other Expenses / Property Expenses / Water Rates / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
25/11/2022	Water Rates	0.00	32.14	0.00	32.14
30/06/2023	Water Rates	0.00	146.65	0.00	178.79
30/06/2023	Water Rates	0.00	146.65	0.00	325.44
30/06/2023	Closing Balance	0.00	0.00	0.00	325.44
Other Expenses / SMSF Supervisory Levy					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
28/02/2023	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {988207}	0.00	518.00	0.00	518.00
30/06/2023	Closing Balance	0.00	0.00	0.00	518.00
Investment Losses / Decrease in Market Value / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Market Value Adjustment	0.00	18,156.47	0.00	18,156.47
30/06/2023	Closing Balance	0.00	0.00	0.00	18,156.47
Income Tax Expense / Income Tax Expense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Fund Income Tax	0.00	170.55	0.00	170.55
30/06/2023	Closing Balance	0.00	0.00	0.00	170.55

Date	Description	Quantity	Debits	Credits	Balance
Investments - 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
07/11/2022	Property Purchase	1.00	352,000.00	0.00	352,000.00
25/11/2022	Conveyancing Fee	0.00	660.00	0.00	352,660.00
25/11/2022	Legal Fees	0.00	297.00	0.00	352,957.00
25/11/2022	PEXA Electronic Settlement Fee	0.00	123.97	0.00	353,080.97
25/11/2022	Stamp Duty	0.00	13,930.00	0.00	367,010.97
25/11/2022	Transfer Registration Fee	0.00	3,145.50	0.00	370,156.47
30/06/2023	Market Value Adjustment	0.00	0.00	18,156.47	352,000.00
30/06/2023	Closing Balance	1.00	0.00	0.00	352,000.00
Cash At Bank - ANZ Bank Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	325,224.43
07/07/2022	Onepath Custodian	0.00	26,448.40	0.00	351,672.83
29/07/2022	CREDIT INTEREST PAID	0.00	2.74	0.00	351,675.57
08/08/2022	TRANSFER FROM CSC AE00002998	0.00	26,743.65	0.00	378,419.22
22/08/2022	ANZ INTERNET BANKING FUNDS TFER TRANSFER 727618 TO 015208644530488	0.00	0.00	2,200.00	376,219.22
31/08/2022	CREDIT INTEREST PAID	0.00	3.34	0.00	376,222.56
30/09/2022	CREDIT INTEREST PAID	0.00	3.09	0.00	376,225.65
31/10/2022	CREDIT INTEREST PAID	0.00	3.20	0.00	376,228.85

Date	Description	Quantity	Debits	Credits	Balance
08/11/2022	PAYMENT REF PICAUAUX0055337 TO OUWENS ASSERLY REAL ESTATE TRUST ACCOUNT FEE AU D28	0.00	0.00	100,028.00	276,200.85
11/11/2022	ANZ INTERNET BANKING BPAY UKAWAP/LT/ASSGU {410435}	0.00	0.00	330.00	275,870.85
11/11/2022	ANZ INTERNET BANKING PAYMENT 411682 TO RICHARD SOLOMON ASSOCIATES PTY	0.00	0.00	297.00	275,573.85
25/11/2022	PAYMENT REF PICAUAABN0063785 TO DIVINE P TY LTD TRUST ACCOUNT FEE AUD28	0.00	0.00	270,852.22	4,721.63
30/11/2022	CREDIT INTEREST PAID	0.00	2.11	0.00	4,723.74
10/01/2023	ANZ INTERNET BANKING PAYMENT 394144 TO STOP LEAK PTY LTD	0.00	0.00	418.00	4,305.74
18/01/2023	ANZ INTERNET BANKING BPAY DEFT PAYMENTS {306319}	0.00	0.00	370.00	3,935.74
14/02/2023	PAYMENT FROM ELLIS REAL ESTAT KOOLAMAN ST RENTAL	0.00	12.80	0.00	3,948.54
20/02/2023	ANZ INTERNET BANKING PAYMENT 551871 TO SMSF AUSTRALIA PTY LTD	0.00	0.00	1,430.00	2,518.54
28/02/2023	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {988207}	0.00	0.00	3,518.00	999.46
28/02/2023	PAYMENT FROM ELLIS RE KOOLAMAN ST RENT	0.00	1,004.85	0.00	5.39
15/03/2023	ANZ INTERNET BANKING BPAY ASIC {464288}	0.00	0.00	59.00	53.61
15/03/2023	PAYMENT FROM ELLIS REAL ESTAT KOOLAMAN RENT	0.00	329.24	0.00	275.63
31/03/2023	PAYMENT FROM ELLIS REAL ESTAT KOOLAMAN ST RENT	0.00	290.79	0.00	566.42

Date	Description	Quantity	Debits	Credits	Balance
17/04/2023	PAYMENT FROM ELLIS RE KOOLAMAN ST RENT	0.00	673.00	0.00	1,239.42
26/04/2023	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {498259}	0.00	0.00	765.00	474.42
28/04/2023	TRANSFER FROM MAPLE LANE PROPE 000GLGK 46KOOL PAY	0.00	266.15	0.00	740.57
15/05/2023	TRANSFER FROM MAPLE LANE PROPE 000H2WT 46KOOL PAY	0.00	684.00	0.00	1,424.57
16/05/2023	PAYMENT FROM ELLIS REAL ESTAT RENT. KOOLAMAN	0.00	331.00	0.00	1,755.57
31/05/2023	TRANSFER FROM MAPLE LANE PROPE 000HNDW 46KOOL PAY	0.00	778.50	0.00	2,534.07
15/06/2023	TRANSFER FROM MAPLE LANE PROPE 000JFM7 46KOOL PAY	0.00	684.00	0.00	3,218.07
30/06/2023	TRANSFER FROM MAPLE LANE PROPE 000JWWG 46KOOL PAY	0.00	215.00	0.00	3,433.07
30/06/2023	Closing Balance	0.00	0.00	0.00	3,433.07
Other Assets - Unsettled Trades / Acquisitions / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
07/11/2022	Property Purchase	0.00	0.00	352,000.00	352,000.00
08/11/2022	Property Deposit Paid	0.00	100,000.00	0.00	252,000.00
11/11/2022	Purchase Settlement Paid	0.00	295.93	0.00	251,704.07
25/11/2022	Conveyancing Fee	0.00	0.00	660.00	252,364.07
25/11/2022	Legal Fees	0.00	0.00	297.00	252,661.07
25/11/2022	PEXA Electronic Settlement Fee	0.00	0.00	123.97	252,785.04

Date	Description	Quantity	Debits	Credits	Balance
25/11/2022	Purchase Settlement Paid	0.00	269,860.54	0.00	17,075.50
25/11/2022	Stamp Duty	0.00	0.00	13,930.00	3,145.50
25/11/2022	Transfer Registration Fee	0.00	0.00	3,145.50	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Interest / Cash At Bank / ANZ Bank Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
29/07/2022	CREDIT INTEREST PAID	0.00	0.00	2.74	2.74
29/07/2022	CREDIT INTEREST PAID	0.00	2.74	0.00	0.00
31/08/2022	CREDIT INTEREST PAID	0.00	0.00	3.34	3.34
31/08/2022	CREDIT INTEREST PAID	0.00	3.34	0.00	0.00
30/09/2022	CREDIT INTEREST PAID	0.00	0.00	3.09	3.09
30/09/2022	CREDIT INTEREST PAID	0.00	3.09	0.00	0.00
31/10/2022	CREDIT INTEREST PAID	0.00	0.00	3.20	3.20
31/10/2022	CREDIT INTEREST PAID	0.00	3.20	0.00	0.00
30/11/2022	CREDIT INTEREST PAID	0.00	0.00	2.11	2.11
30/11/2022	CREDIT INTEREST PAID	0.00	2.11	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 / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Investment Income	0.00	0.00	70.80	70.80

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Investment Income	0.00	70.80	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 / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/02/2023	Rental Income/Disbursements Received	0.00	0.00	12.80	12.80
28/02/2023	Rental Income/Disbursements Received	0.00	0.00	1,004.85	1,017.65
15/03/2023	Rental Income/Disbursements Received	0.00	0.00	329.24	1,346.89
31/03/2023	Rental Income/Disbursements Received	0.00	0.00	290.79	1,637.68
17/04/2023	Rental Income/Disbursements Received	0.00	0.00	673.00	2,310.68
28/04/2023	Rental Income/Disbursements Received	0.00	0.00	266.15	2,576.83
15/05/2023	Rental Income/Disbursements Received	0.00	0.00	684.00	3,260.83
16/05/2023	Rental Income/Disbursements Received	0.00	0.00	331.00	3,591.83
31/05/2023	Rental Income/Disbursements Received	0.00	0.00	778.50	4,370.33
15/06/2023	Rental Income/Disbursements Received	0.00	0.00	684.00	5,054.33
30/06/2023	Rental Income/Disbursements Received	0.00	0.00	215.00	5,269.33
30/06/2023	Rental Income/Disbursements Received	0.00	70.80	0.00	5,198.53
30/06/2023	Rental Statement	0.00	2,556.85	0.00	2,641.68
30/06/2023	Rental Statement	0.00	2,641.68	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 / Mr Kate Ellis					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/08/2022	RolloverIn Received	0.00	0.00	26,743.65	26,743.65
08/08/2022	TRANSFER FROM CSC AE00002998	0.00	26,743.65	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 / Mr Timothy Ellis					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
07/07/2022	RolloverIn Received	0.00	0.00	26,448.40	26,448.40
08/07/2022	Rollover In	0.00	26,448.40	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Current Tax Assets / Income Tax Payable					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Fund Tax Finalisation	0.00	0.00	3,000.00	3,000.00
28/02/2023	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {988207}	0.00	3,000.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Current Tax Assets / Provision for Income Tax					
01/07/2022	Opening Balance	0.00	0.00	0.00	3,000.00
01/07/2022	Fund Tax Finalisation	0.00	3,000.00	0.00	0.00
30/06/2023	Tax Effect Of Income	0.00	0.00	170.55	170.55
30/06/2023	Closing Balance	0.00	0.00	0.00	170.55

Date	Description	Quantity	Debits	Credits	Balance
Other Assets - Current Tax Assets / Income Tax Instalments Paid					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/03/2023	Mar23 PAYGI	0.00	765.00	0.00	765.00
30/06/2023	Jun23 PAYGI	0.00	765.00	0.00	1,530.00
30/06/2023	Closing Balance	0.00	0.00	0.00	1,530.00
Other Creditors and Accruals / Accountancy Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
20/02/2023	ANZ INTERNET BANKING PAYMENT 551871 TO SMSF AUSTRALIA PTY LTD	0.00	0.00	1,100.00	1,100.00
20/02/2023	ANZ INTERNET BANKING PAYMENT 551871 TO SMSF AUSTRALIA PTY LTD	0.00	1,100.00	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
15/03/2023	ANZ INTERNET BANKING BPAY ASIC {464288}	0.00	0.00	59.00	59.00
15/03/2023	ANZ INTERNET BANKING BPAY ASIC {464288}	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
20/02/2023	ANZ INTERNET BANKING PAYMENT 551871 TO SMSF AUSTRALIA PTY LTD	0.00	0.00	330.00	330.00

Date	Description	Quantity	Debits	Credits	Balance
20/02/2023	ANZ INTERNET BANKING PAYMENT 551871 TO SMSF AUSTRALIA PTY LTD	0.00	330.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Cash At Bank / ANZ Bank Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/11/2022	PAYMENT REF PICAUAUX0055337 TO OUWENS ASSERLY REAL ESTATE TRUST ACCOUNT FEE AU D28	0.00	0.00	28.00	28.00
08/11/2022	PAYMENT REF PICAUAUX0055337 TO OUWENS ASSERLY REAL ESTATE TRUST ACCOUNT FEE AU D28	0.00	28.00	0.00	0.00
25/11/2022	PAYMENT REF PICAUABN0063785 TO DIVINE P TY LTD TRUST ACCOUNT FEE AUD28	0.00	0.00	28.00	28.00
25/11/2022	PAYMENT REF PICAUABN0063785 TO DIVINE P TY LTD TRUST ACCOUNT FEE AUD28	0.00	28.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Establishment Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
22/08/2022	ANZ INTERNET BANKING FUNDS TFER TRANSFER 727618 TO 015208644530488	0.00	0.00	2,200.00	2,200.00
22/08/2022	ANZ INTERNET BANKING FUNDS TFER TRANSFER 727618 TO 015208644530488	0.00	2,200.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Council Rates / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
11/11/2022	Purchase Settlement Paid	0.00	0.70	0.00	0.70
25/11/2022	Council Rates	0.00	0.00	634.94	634.24
25/11/2022	Purchase Settlement Paid	0.00	634.24	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Property Expenses / Emergency Services Levy / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
11/11/2022	Purchase Settlement Paid	0.00	0.06	0.00	0.06
25/11/2022	Emergency Services Levy	0.00	0.00	51.76	51.70
25/11/2022	Purchase Settlement Paid	0.00	51.70	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Property Expenses / Insurance Premium / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
11/11/2022	ANZ INTERNET BANKING BPAY UKAWAP/LT/ASSGU {410435}	0.00	0.00	330.00	330.00
11/11/2022	ANZ INTERNET BANKING BPAY UKAWAP/LT/ASSGU {410435}	0.00	330.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Property Expenses / Repairs Maintenance / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
10/01/2023	ANZ INTERNET BANKING PAYMENT 394144 TO STOP LEAK PTY LTD	0.00	0.00	418.00	418.00

Date	Description	Quantity	Debits	Credits	Balance
10/01/2023	ANZ INTERNET BANKING PAYMENT 394144 TO STOP LEAK PTY LTD	0.00	418.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Property Expenses / Strata Levy Fee / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
11/11/2022	Purchase Settlement Paid	0.00	0.14	0.00	0.14
25/11/2022	Purchase Settlement Paid	0.00	130.27	0.00	130.41
25/11/2022	Strata Levy Fee	0.00	0.00	130.41	0.00
18/01/2023	ANZ INTERNET BANKING BPAY DEFT PAYMENTS {306319}	0.00	0.00	370.00	370.00
18/01/2023	ANZ INTERNET BANKING BPAY DEFT PAYMENTS {306319}	0.00	370.00	0.00	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 / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
11/11/2022	Purchase Settlement Paid	0.00	0.13	0.00	0.13
25/11/2022	Purchase Settlement Paid	0.00	115.37	0.00	115.50
25/11/2022	Various other expenses	0.00	0.00	115.50	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Property Expenses / Water Rates / Direct Property / 4/6 Koolaman Street					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
11/11/2022	Purchase Settlement Paid	0.00	0.04	0.00	0.04

Date	Description	Quantity	Debits	Credits	Balance
25/11/2022	Purchase Settlement Paid	0.00	32.10	0.00	32.14
25/11/2022	Water Rates	0.00	0.00	32.14	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Income Tax Suspense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
28/02/2023	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {988207}	0.00	0.00	3,518.00	3,518.00
28/02/2023	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {988207}	0.00	3,518.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Taxes Payable / Activity Statement Payable/Refundable					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/03/2023	Mar23 PAYGI	0.00	0.00	765.00	765.00
26/04/2023	Mar23 PAYGI	0.00	765.00	0.00	0.00
30/06/2023	Jun23 PAYGI	0.00	0.00	765.00	765.00
30/06/2023	Closing Balance	0.00	0.00	0.00	765.00
Fund Suspense / ANZ Bank Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
07/07/2022	Onepath Custodian	0.00	0.00	26,448.40	26,448.40
07/07/2022	Onepath Custodian	0.00	26,448.40	0.00	0.00
29/07/2022	CREDIT INTEREST PAID	0.00	0.00	2.74	2.74

Date	Description	Quantity	Debits	Credits	Balance
29/07/2022	CREDIT INTEREST PAID	0.00	2.74	0.00	0.00
08/08/2022	TRANSFER FROM CSC AE00002998	0.00	0.00	26,743.65	26,743.65
08/08/2022	TRANSFER FROM CSC AE00002998	0.00	26,743.65	0.00	0.00
22/08/2022	ANZ INTERNET BANKING FUNDS TFER TRANSFER 727618 TO 015208644530488	0.00	0.00	2,200.00	2,200.00
22/08/2022	ANZ INTERNET BANKING FUNDS TFER TRANSFER 727618 TO 015208644530488	0.00	2,200.00	0.00	0.00
31/08/2022	CREDIT INTEREST PAID	0.00	0.00	3.34	3.34
31/08/2022	CREDIT INTEREST PAID	0.00	3.34	0.00	0.00
30/09/2022	CREDIT INTEREST PAID	0.00	0.00	3.09	3.09
30/09/2022	CREDIT INTEREST PAID	0.00	3.09	0.00	0.00
31/10/2022	CREDIT INTEREST PAID	0.00	0.00	3.20	3.20
31/10/2022	CREDIT INTEREST PAID	0.00	3.20	0.00	0.00
08/11/2022	PAYMENT REF PICAUAUX0055337 TO OUWENS ASSERLY REAL ESTATE TRUST ACCOUNT FEE AU D28	0.00	0.00	28.00	28.00
08/11/2022	PAYMENT REF PICAUAUX0055337 TO OUWENS ASSERLY REAL ESTATE TRUST ACCOUNT FEE AU D28	0.00	0.00	100,000.00	100,028.00
08/11/2022	PAYMENT REF PICAUAUX0055337 TO OUWENS ASSERLY REAL ESTATE TRUST ACCOUNT FEE AU D28	0.00	100,028.00	0.00	0.00
11/11/2022	ANZ INTERNET BANKING BPAY UKAWAP/LT/ASSGU {410435}	0.00	0.00	330.00	330.00
11/11/2022	ANZ INTERNET BANKING BPAY UKAWAP/LT/ASSGU {410435}	0.00	330.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
11/11/2022	ANZ INTERNET BANKING PAYMENT 411682 TO RICHARD SOLOMON ASSOCIATES PTY	0.00	0.00	297.00	297.00
11/11/2022	ANZ INTERNET BANKING PAYMENT 411682 TO RICHARD SOLOMON ASSOCIATES PTY	0.00	297.00	0.00	0.00
25/11/2022	PAYMENT REF PICAUABN0063785 TO DIVINE P TY LTD TRUST ACCOUNT FEE AUD28	0.00	0.00	28.00	28.00
25/11/2022	PAYMENT REF PICAUABN0063785 TO DIVINE P TY LTD TRUST ACCOUNT FEE AUD28	0.00	0.00	270,824.22	270,852.22
25/11/2022	PAYMENT REF PICAUABN0063785 TO DIVINE P TY LTD TRUST ACCOUNT FEE AUD28	0.00	270,852.22	0.00	0.00
30/11/2022	CREDIT INTEREST PAID	0.00	0.00	2.11	2.11
30/11/2022	CREDIT INTEREST PAID	0.00	2.11	0.00	0.00
10/01/2023	ANZ INTERNET BANKING PAYMENT 394144 TO STOP LEAK PTY LTD	0.00	0.00	418.00	418.00
10/01/2023	ANZ INTERNET BANKING PAYMENT 394144 TO STOP LEAK PTY LTD	0.00	418.00	0.00	0.00
18/01/2023	ANZ INTERNET BANKING BPAY DEFT PAYMENTS {306319}	0.00	0.00	370.00	370.00
18/01/2023	ANZ INTERNET BANKING BPAY DEFT PAYMENTS {306319}	0.00	370.00	0.00	0.00
14/02/2023	PAYMENT FROM ELLIS REAL ESTAT KOOLAMAN ST RENTAL	0.00	0.00	12.80	12.80
14/02/2023	PAYMENT FROM ELLIS REAL ESTAT KOOLAMAN ST RENTAL	0.00	12.80	0.00	0.00
20/02/2023	ANZ INTERNET BANKING PAYMENT 551871 TO SMSF AUSTRALIA PTY LTD	0.00	0.00	330.00	330.00

Date	Description	Quantity	Debits	Credits	Balance
20/02/2023	ANZ INTERNET BANKING PAYMENT 551871 TO SMSF AUSTRALIA PTY LTD	0.00	0.00	1,100.00	1,430.00
20/02/2023	ANZ INTERNET BANKING PAYMENT 551871 TO SMSF AUSTRALIA PTY LTD	0.00	1,430.00	0.00	0.00
28/02/2023	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {988207}	0.00	0.00	3,518.00	3,518.00
28/02/2023	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {988207}	0.00	3,518.00	0.00	0.00
28/02/2023	PAYMENT FROM ELLIS RE KOOLAMAN ST RENT	0.00	0.00	1,004.85	1,004.85
28/02/2023	PAYMENT FROM ELLIS RE KOOLAMAN ST RENT	0.00	1,004.85	0.00	0.00
15/03/2023	ANZ INTERNET BANKING BPAY ASIC {464288}	0.00	0.00	59.00	59.00
15/03/2023	ANZ INTERNET BANKING BPAY ASIC {464288}	0.00	59.00	0.00	0.00
15/03/2023	PAYMENT FROM ELLIS REAL ESTAT KOOLAMAN RENT	0.00	0.00	329.24	329.24
15/03/2023	PAYMENT FROM ELLIS REAL ESTAT KOOLAMAN RENT	0.00	329.24	0.00	0.00
31/03/2023	PAYMENT FROM ELLIS REAL ESTAT KOOLAMAN ST RENT	0.00	0.00	290.79	290.79
31/03/2023	PAYMENT FROM ELLIS REAL ESTAT KOOLAMAN ST RENT	0.00	290.79	0.00	0.00
17/04/2023	PAYMENT FROM ELLIS RE KOOLAMAN ST RENT	0.00	0.00	673.00	673.00
17/04/2023	PAYMENT FROM ELLIS RE KOOLAMAN ST RENT	0.00	673.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
26/04/2023	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {498259}	0.00	0.00	765.00	765.00
26/04/2023	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {498259}	0.00	765.00	0.00	0.00
28/04/2023	TRANSFER FROM MAPLE LANE PROPE 000GLGK 46KOOL PAY	0.00	0.00	266.15	266.15
28/04/2023	TRANSFER FROM MAPLE LANE PROPE 000GLGK 46KOOL PAY	0.00	266.15	0.00	0.00
15/05/2023	TRANSFER FROM MAPLE LANE PROPE 000H2WT 46KOOL PAY	0.00	0.00	684.00	684.00
15/05/2023	TRANSFER FROM MAPLE LANE PROPE 000H2WT 46KOOL PAY	0.00	684.00	0.00	0.00
16/05/2023	PAYMENT FROM ELLIS REAL ESTAT RENT. KOOLAMAN	0.00	0.00	331.00	331.00
16/05/2023	PAYMENT FROM ELLIS REAL ESTAT RENT. KOOLAMAN	0.00	331.00	0.00	0.00
31/05/2023	TRANSFER FROM MAPLE LANE PROPE 000HNDW 46KOOL PAY	0.00	0.00	778.50	778.50
31/05/2023	TRANSFER FROM MAPLE LANE PROPE 000HNDW 46KOOL PAY	0.00	778.50	0.00	0.00
15/06/2023	TRANSFER FROM MAPLE LANE PROPE 000JFM7 46KOOL PAY	0.00	0.00	684.00	684.00
15/06/2023	TRANSFER FROM MAPLE LANE PROPE 000JFM7 46KOOL PAY	0.00	684.00	0.00	0.00
30/06/2023	TRANSFER FROM MAPLE LANE PROPE 000JWWG 46KOOL PAY	0.00	0.00	215.00	215.00
30/06/2023	TRANSFER FROM MAPLE LANE PROPE 000JWWG 46KOOL PAY	0.00	215.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
Member Entitlement Accounts / Mr Kate Ellis / Accumulation					
01/07/2022	Opening Balance	0.00	0.00	0.00	8,500.01
08/08/2022	TRANSFER FROM CSC AE00002998	0.00	0.00	26,743.65	35,243.66
30/06/2023	Income Taxes Allocated	0.00	14.88	0.00	35,228.78
30/06/2023	Investment Profit or Loss	0.00	1,676.35	0.00	33,552.43
30/06/2023	Closing Balance	0.00	0.00	0.00	33,552.43
Member Entitlement Accounts / Mr Timothy Ellis / Accumulation					
01/07/2022	Opening Balance	0.00	0.00	0.00	313,724.42
08/07/2022	Rollover In	0.00	0.00	26,448.40	340,172.82
30/06/2023	Income Taxes Allocated	0.00	155.67	0.00	340,017.15
30/06/2023	Investment Profit or Loss	0.00	17,542.06	0.00	322,475.09
30/06/2023	Closing Balance	0.00	0.00	0.00	322,475.09

Permanent Documents

TK Ellis SMSF Deed.pdf
OCR_TK Ellis SMSF Pty Ltd - Constitution.pdf
TK Ellis SMSF Pty Ltd - Constitution.pdf
TK Ellis SMSF Pty Ltd_ASIC Extract.pdf
ATO Trustee Declaration - Kate.pdf
ATO Trustee Declaration - Tim.pdf
OCR_Tim - TK Ellis SMSF Trustee Declaration.pdf
Tim - TK Ellis SMSF Trustee Declaration.pdf

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)

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

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

2 Name of self-managed superannuation fund (SMSF)

TK Ellis Self Managed 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 015208

Fund account number 326847594

Fund account name

TK Ellis SMSF Pty Ltd ATF TK Ellis Self Managed 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 \$ <input type="text" value="0"/> -00	Net foreign income D \$ <input type="text" value="0"/> -00	Loss <input type="checkbox"/>
--	---	-------------------------------

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

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

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

Calculation of assessable contributions

Assessable employer contributions **R1** \$ -00

plus Assessable personal contributions **R2** \$ -00

plus ****No-TFN-quoted contributions** **R3** \$ -00
(an amount must be included even if it is zero)

less Transfer of liability to life insurance company or PST **R6** \$ -00

Gross distribution from partnerships **I** \$ -00

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

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

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

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

Loss

Code

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

Calculation of non-arm's length income

*Net non-arm's length private company dividends **U1** \$ -00

plus *Net non-arm's length trust distributions **U2** \$ -00

plus *Net other non-arm's length income **U3** \$ -00

*Other income **S** \$ -00

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

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

Code

#This is a mandatory label.

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

GROSS INCOME (Sum of labels A to U) **W** \$ -00

Loss

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

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

Loss

Fund's tax file number (TFN)

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

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

DEDUCTIONS		NON-DEDUCTIBLE EXPENSES	
Interest expenses within Australia	A1 \$ <input type="text" value="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="0"/> -00	F2 \$ <input type="text" value="0"/> -00	
SMSF auditor fee	H1 \$ <input type="text" value="330"/> -00	H2 \$ <input type="text" value="0"/> -00	
Investment expenses	I1 \$ <input type="text" value="5940"/> -00	I2 \$ <input type="text" value="0"/> -00	
Management and administration expenses	J1 \$ <input type="text" value="1159"/> -00	J2 \$ <input type="text" value="2200"/> -00	
Forestry managed investment scheme expense	U1 \$ <input type="text" value="0"/> -00	U2 \$ <input type="text" value="0"/> -00	
Other amounts	L1 \$ <input type="text" value="518"/> -00 <input type="text" value="0"/> Code	L2 \$ <input type="text" value="0"/> -00 <input type="text" value="0"/> Code	
Tax losses deducted	M1 \$ <input type="text" value="0"/> -00		

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

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

#TAXABLE INCOME OR LOSS -00 Loss
O \$ -00
 (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="1137"/>	-00
<i>(an amount must be included even if it is zero)</i>				
#Tax on taxable income	T1	\$	<input type="text" value="170.55"/>	
<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 \$

Supervisory levy

L \$

Supervisory levy adjustment for wound up funds

M \$

Supervisory levy adjustment for new funds

N \$

AMOUNT DUE OR REFUNDABLE <small>A positive amount at S is what you owe, while a negative amount is refundable to you.</small>	S \$	<input type="text" value="-1100.45"/>
<small>(T5 plus G less H less I less K plus L less M plus N)</small>		

#This is a mandatory label.

Section E: Losses

14 Losses

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

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

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

Section F: Member information

MEMBER 1

Title:

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Day Month Year

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date

Day Month Year

H1

Assessable foreign superannuation fund amount

I \$

Non-assessable foreign superannuation fund amount

J \$

Transfer from reserve: assessable amount

K \$

Transfer from reserve: non-assessable amount

L \$

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

T \$

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

M \$

TOTAL CONTRIBUTIONS N \$

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

Other transactions

Allocated earnings or losses

O \$

Loss

Inward rollovers and transfers

P \$

Outward rollovers and transfers

Q \$

Lump Sum payments

R1 \$

Income stream payments

R2 \$

Code

Code

Accumulation phase account balance

S1 \$

Retirement phase account balance - Non CDBIS

S2 \$

Retirement phase account balance - CDBIS

S3 \$

TRIS Count

CLOSING ACCOUNT BALANCE S \$

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

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

Fund's tax file number (TFN)

MEMBER 2

Title:

Family name

First given name

Other given names

Member's TFN
See the Privacy note in the Declaration.

Date of birth (Day Month Year)

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 **H1** (Day Month Year)

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

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

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

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

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

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

TOTAL CONTRIBUTIONS N \$
(Sum of labels **A** to **M**)

Other transactions

Allocated earnings or losses **O** \$

Loss

Accumulation phase account balance **S1** \$

Inward rollovers and transfers **P** \$

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

Outward rollovers and transfers **Q** \$

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

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Code

Code

TRIS Count

CLOSING ACCOUNT BALANCE S \$
(**S1** plus **S2** plus **S3**)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

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=""/>	-00		
Permissible temporary borrowings	V2 \$ <input type="text" value=""/>	-00		
Other borrowings	V3 \$ <input type="text" value=""/>	-00	Borrowings	V \$ <input type="text" value="0"/>
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)			W \$	<input type="text" value="356027"/>
Reserve accounts			X \$	<input type="text" value="0"/>
Other liabilities			Y \$	<input type="text" value="765"/>
TOTAL LIABILITIES			Z \$	<input type="text" value="356792"/>

Section I: Taxation of financial arrangements

17 Taxation of financial arrangements (TOFA)

Total TOFA gains **H** \$

Total TOFA losses **I** \$

Section J: Other information

Family trust election status

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2022–23 income year, write **2023**). **A**

If revoking or varying a family trust election, print **R** for revoke or print **V** for variation, and complete and attach the *Family trust election, revocation or variation 2023*. **B**

Interposed entity election status

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an *Interposed entity election or revocation 2023* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2023*. **D**

Section K: **Declarations**

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

Important

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

Privacy

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

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

TRUSTEE'S OR DIRECTOR'S DECLARATION:

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

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

Date Day / Month / Year

Preferred trustee or director contact details:

Title:

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return Hrs

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

TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 2023* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date Day / Month / Year

Tax agent's contact details

Title:

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

TK Ellis Self Managed Super Fund
Investment Revaluation as at 30 June 2023

Investment	Price Date	Market Price	Quantity	Market Value	Change in Market Value
Property Direct Market					
KOOLAMAN 4/6 Koolaman Street	30 Jun 2023	352,000.00000	1.00000	352,000.00	(18,156.47)
Property Direct Market Total				352,000.00	(18,156.47)
Fund Total				352,000.00	(18,156.47)

TK Ellis Self Managed 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 At Bank										
ANZ.BACCT: ANZ Bank Account										
29/07/2022	Interest	2.74	0.00							
31/08/2022	Interest	3.34	0.00							
30/09/2022	Interest	3.09	0.00							
31/10/2022	Interest	3.20	0.00							
30/11/2022	Interest	2.11	0.00							
		14.48	0.00							
Total		14.48	0.00							

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

TK Ellis Self Managed 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	33,973.64
<u>ADD:</u>	
Decrease in Market Value	18,156.47
Non-Deductible Expenses	2,200.00
<u>LESS:</u>	
Rollovers In	53,192.05
Rounding	1.06
Taxable Income or Loss	<u>1,137.00</u>

	Income Amount	Tax Amount
Gross Tax @ 15% for Concessional Income	1,137.00	170.55
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>170.55</u>

Provision for Income Tax vs. Income Tax Expense

Provision for Income Tax	170.55
Income Tax Expense	<u>170.55</u>

Provision for Income Tax vs. Income Tax Payable

Provision for Income Tax	170.55
<u>LESS:</u>	
Income Tax Instalments Paid	1,530.00
Income Tax Payable (Receivable)	<u>(1,359.45)</u>

Exempt Current Pension Income Settings

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

TK Ellis Self Managed 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				
Investment Income	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	B	70.80
Rental Income/Disbursements Received	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	B	3,750.00
Rental Income/Disbursements Received	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	B	5,250.00
<i>Less Rounding</i>			B	(0.80)
Total Gross Rent and Other Leasing & Hiring Income			B	9,070.00
Gross Interest				
CREDIT INTEREST PAID	ANZ.BACCT: ANZ Bank Account	29 Jul 2022	C	2.74
CREDIT INTEREST PAID	ANZ.BACCT: ANZ Bank Account	31 Aug 2022	C	3.34
CREDIT INTEREST PAID	ANZ.BACCT: ANZ Bank Account	30 Sep 2022	C	3.09
CREDIT INTEREST PAID	ANZ.BACCT: ANZ Bank Account	31 Oct 2022	C	3.20
CREDIT INTEREST PAID	ANZ.BACCT: ANZ Bank Account	30 Nov 2022	C	2.11
<i>Less Rounding</i>			C	(0.48)
Total Gross Interest			C	14.00
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
Total Assessable Employer Contributions			R1	0.00
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	0.00
Total Other Income			S	0.00

TK Ellis Self Managed 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 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				9,084.00
<u>Deductions</u>			<u>Section C</u>	
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
Total Death or Disability Premiums			F	0.00
Total Death Benefit Increase			G	0.00
Approved Auditor Fee				
ANZ INTERNET BANKING PAYMENT 551871 TO SMSF AUSTRALIA PTY LTD		20 Feb 2023	H	330.00
Total Approved Auditor Fee			H	330.00
Investment Expenses				
PAYMENT REF PICAUAUX0055337 TO OUWENS ASSERLY REAL ESTATE TRUST ACCOUNT FEE AU D28	ANZ.BACCT: ANZ Bank Account	08 Nov 2022	I	28.00
PAYMENT REF PICAUABN0063785 TO DIVINE P TY LTD TRUST ACCOUNT FEE AUD28	ANZ.BACCT: ANZ Bank Account	25 Nov 2022	I	28.00
ANZ INTERNET BANKING BPAY UKAWAP/LT/ASSGU {410435}	KOOLAMAN: 4/6 Koolaman Street	11 Nov 2022	I	330.00
Council Rates	KOOLAMAN: 4/6 Koolaman Street	25 Nov 2022	I	634.94
Emergency Services Levy	KOOLAMAN: 4/6 Koolaman Street	25 Nov 2022	I	51.76
Strata Levy Fee	KOOLAMAN: 4/6 Koolaman Street	25 Nov 2022	I	130.41
Various other expenses	KOOLAMAN: 4/6 Koolaman Street	25 Nov 2022	I	115.50
Water Rates	KOOLAMAN: 4/6 Koolaman Street	25 Nov 2022	I	32.14
ANZ INTERNET BANKING PAYMENT 394144 TO STOP LEAK PTY LTD	KOOLAMAN: 4/6 Koolaman Street	10 Jan 2023	I	418.00
ANZ INTERNET BANKING BPAY DEFT PAYMENTS {306319}	KOOLAMAN: 4/6 Koolaman Street	18 Jan 2023	I	370.00
Administration Fees	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	I	77.00
Advertising	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	I	220.00
Agents Management Fee	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	I	330.00
Agents Management Fee	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	I	462.00
Electrical	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	I	23.98
Electricity	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	I	96.02
Invoice Payment and Supervision Fees	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	I	32.72
Letting Fee	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	I	825.00
Locks, Keys, Card Keys	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	I	23.10
Plumbing	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	I	331.85
Repairs Maintenance	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	I	346.50
Strata Levy Fee	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	I	370.00
Strata Levy Fee	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	I	370.00
Water Rates	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	I	146.65
Water Rates	KOOLAMAN: 4/6 Koolaman Street	30 Jun 2023	I	146.65
<i>Less Rounding</i>			I	(0.22)

TK Ellis Self Managed 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 Investment Expenses			I	5,940.00
Management and Administration Expenses				
ANZ INTERNET BANKING PAYMENT 551871 TO SMSF AUSTRALIA PTY LTD		20 Feb 2023	J	1,100.00
ANZ INTERNET BANKING BPAY ASIC {464288}		15 Mar 2023	J	59.00
Total Management and Administration Expenses			J	1,159.00
Total Forestry Managed Investment Scheme Deduction			U	0.00
Other Deductions				
ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {988207}		28 Feb 2023	L	518.00
Total Other Deductions			L	518.00
Tax Losses Deducted				
Tax Losses Brought Forward		30 Jun 2023	M	0.00
Less Net Exempt Income		30 Jun 2023	M	0.00
Total Tax Losses Deducted			M	0.00
Total Deductions				7,947.00
Taxable Income or Loss		(V - N)	O	1,137.00

Income Tax Calculation Statement

Section D

Gross Tax

Gross Tax @ 15% for Concessional Income	30 Jun 2023	T1	170.55
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			170.55

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

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

Rebates and Offsets **C** **0.00**

SUBTOTAL **170.55**

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**

Total Eligible Credits **0.00**

Net Tax Payable **170.55**

PAYG Instalments Raised

TK Ellis Self Managed 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
Mar23 PAYGI		31 Mar 2023	K	765.00
Jun23 PAYGI		30 Jun 2023	K	765.00
Total PAYG Instalments Raised			K	1,530.00
Total Supervisory Levy			L	259.00
Total Supervisory Levy Adjustment for Wound Up Funds			M	0.00
Total Supervisory Levy Adjustment for New Funds			N	0.00
Total Amount Due / (Refundable)				(1,100.45)



TK Ellis Self Managed 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	
Mr Timothy Ellis											
5 Linfield Avenue BELAIR SA 5052											
Accumulation Accumulation	313,724.42	0.00	26,448.40	(17,542.06)	0.00	(155.67)	0.00	0.00	0.00	0.00	322,475.09
	313,724.42	0.00	26,448.40	(17,542.06)	0.00	(155.67)	0.00	0.00	0.00	0.00	322,475.09
Mr Kate Ellis											
5 Linfield Avenue BELAIR SA 5052											
Accumulation Accumulation	8,500.01	0.00	26,743.65	(1,676.35)	0.00	(14.88)	0.00	0.00	0.00	0.00	33,552.43
	8,500.01	0.00	26,743.65	(1,676.35)	0.00	(14.88)	0.00	0.00	0.00	0.00	33,552.43
	322,224.43	0.00	53,192.05	(19,218.41)	0.00	(170.55)	0.00	0.00	0.00	0.00	356,027.52

TK Ellis Self Managed 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>								
ANZ Bank Account				3,433.07	3,433.07			0.97%
				3,433.07	3,433.07			0.97%
<u>Property Direct Market</u>								
4/6 Koolaman Street	1.00000	370,156.4700	352,000.0000	370,156.47	352,000.00	(18,156.47)	(4.91)%	99.03%
				370,156.47	352,000.00	(18,156.47)	(4.91)%	99.03%
				373,589.54	355,433.07	(18,156.47)	(4.86)%	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.

TK Ellis Self Managed 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>Bank</u>													
ANZ Bank Account													
14.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.48	0.00	0.00	0.00	0.00
14.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.48	0.00	0.00	0.00	0.00
<u>Property Direct Market</u>													
4/6 Koolaman Street													
9,070.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,070.80	0.00	0.00	0.00	0.00
9,070.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,070.80	0.00	0.00	0.00	0.00
9,085.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,085.28	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.



TK Ellis Self Managed Super Fund
Fund ABN: 50 488 034 246
Rental Property Schedule
For the Period From 1 July 2022 to 30 June 2023

Property Account Name **4/6 Koolaman Street**
Property Type Residential
Address of the Property 4/6 KOOLAMAN STREET
 JOSLIN, SA 5070
 Australia

Description	Tax Return Label	Amount	Prior Year
Income			
■ Other Rental Related Income	B	70.80	0.00
Rent from Property	B	9,000.00	0.00
Gross Rent		9,070.80	0.00
Expenses			
Advertising	I	220.00	0.00
Agents Management Fee	I	792.00	0.00
Council Rates	I	634.94	0.00
Electricity	I1	96.02	0.00
Emergency Services Levy	I1	51.76	0.00
Insurance Premium	I	330.00	0.00
Repairs Maintenance	I	1,120.33	0.00
Strata Levy Fee	I	1,240.41	0.00
Sundry Expenses	I	1,073.32	0.00
Water Rates	I	325.44	0.00
Total Expenses		5,884.22	0.00
Net Rent		3,186.58	0.00

TK Ellis Self Managed Super Fund
(ABN: 50 488 034 246)

Consolidated Member Benefit Totals

Period		Member Account Details	
1 July 2022 - 30 June 2023		Residential Address:	5 Linfield Avenue BELAIR, SA 5052
Member	Number: 1	Date of Birth:	8 December 1976
Mr Timothy John Ellis		Date Joined Fund:	17 February 2022
		Eligible Service Date:	28 June 1994
		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	313,724.42
Total as at 1 Jul 2022	313,724.42

Withdrawal Benefit as at 30 Jun 2023	
Accumulation	322,475.09
Total as at 30 Jun 2023	322,475.09

Your Tax Components

Tax Free	301,122.98
Taxable - Taxed	21,352.11
Taxable - Untaxed	-

Your Preservation Components

Preserved	322,430.52
Restricted Non Preserved	-
Unrestricted Non Preserved	44.57

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:
mail TK Ellis Self Managed Super Fund, 5 Linfield Avenue, BELAIR SA 5052

TK Ellis Self Managed Super Fund
 (ABN: 50 488 034 246)

Member Benefit Statement

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 5 Linfield Avenue BELAIR, SA 5052
Member Number: 1	Date of Birth: 8 December 1976
Mr Timothy John Ellis	Date Joined Fund: 17 February 2022
Accumulation Account	Eligible Service Date: 28 June 1994
Accumulation	Tax File Number Held: Yes
	Account Start Date: 17 February 2022

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2022	313,724.42
<i>Increases to your account:</i>	
Rollovers In	26,448.40
<u>Total Increases</u>	<u>26,448.40</u>
<i>Decreases to your account:</i>	
Share Of Net Fund Income	17,542.06
Tax on Net Fund Income	155.67
<u>Total Decreases</u>	<u>17,697.73</u>
Withdrawal Benefit as at 30 Jun 2023	<u><u>322,475.09</u></u>

Your Tax Components		
Tax Free	93.3787 %	301,122.98
Taxable - Taxed		21,352.11
Taxable - Untaxed		-

Your Preservation Components	
Preserved	322,430.52
Restricted Non Preserved	-
Unrestricted Non Preserved	44.57

Your Insurance Benefits
 No insurance details have been recorded

Your Beneficiaries
 No beneficiary details have been recorded

For Enquiries:
 mail TK Ellis Self Managed Super Fund, 5 Linfield Avenue, BELAIR SA 5052



Trustee

The Trustee of the Fund is as follows:

TK Ellis SMSF Pty Ltd

The directors of the Trustee company are:

Kate Ellis and
Timothy Ellis

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

.....
Kate Ellis
Director - TK Ellis SMSF Pty Ltd

.....
Timothy Ellis
Director - TK Ellis SMSF Pty Ltd

Statement Date: 30 June 2023

For Enquiries:
mail TK Ellis Self Managed Super Fund, 5 Linfield Avenue, BELAIR SA 5052

TK Ellis Self Managed Super Fund
 (ABN: 50 488 034 246)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 5 Linfield Avenue BELAIR, SA 5052
Member	Number: 2
Mr Kate Janet-Louisa Kaimanu Ellis	Date of Birth: 16 August 1978 Date Joined Fund: 17 February 2022 Eligible Service Date: 7 September 1998
	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	8,500.01
Total as at 1 Jul 2022	<u>8,500.01</u>

Withdrawal Benefit as at 30 Jun 2023	
Accumulation	33,552.43
Total as at 30 Jun 2023	<u>33,552.43</u>

Your Tax Components

Tax Free	4,249.70
Taxable - Taxed	29,302.73
Taxable - Untaxed	-

Your Preservation Components

Preserved	33,552.43
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 TK Ellis Self Managed Super Fund, 5 Linfield Avenue, BELAIR SA 5052

TK Ellis Self Managed Super Fund
 (ABN: 50 488 034 246)

Member Benefit Statement

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 5 Linfield Avenue BELAIR, SA 5052
Member Number: 2	Date of Birth: 16 August 1978
Mr Kate Janet-Louisa Kaimanu Ellis	Date Joined Fund: 17 February 2022
Accumulation Account	Eligible Service Date: 7 September 1998
Accumulation	Tax File Number Held: Yes
	Account Start Date: 17 February 2022

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2022	8,500.01
<i>Increases to your account:</i>	
Rollovers In	26,743.65
<u>Total Increases</u>	<u>26,743.65</u>
<i>Decreases to your account:</i>	
Share Of Net Fund Income	1,676.35
Tax on Net Fund Income	14.88
<u>Total Decreases</u>	<u>1,691.23</u>
Withdrawal Benefit as at 30 Jun 2023	<u><u>33,552.43</u></u>

Your Tax Components		
Tax Free	12.6658 %	4,249.70
Taxable - Taxed		29,302.73
Taxable - Untaxed		-

Your Preservation Components	
Preserved	33,552.43
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 TK Ellis Self Managed Super Fund, 5 Linfield Avenue, BELAIR SA 5052



Trustee

The Trustee of the Fund is as follows:

TK Ellis SMSF Pty Ltd

The directors of the Trustee company are:

Kate Ellis and
Timothy Ellis

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

.....
Kate Ellis
Director - TK Ellis SMSF Pty Ltd

.....
Timothy Ellis
Director - TK Ellis SMSF Pty Ltd

Statement Date: 30 June 2023

For Enquiries:
mail TK Ellis Self Managed Super Fund, 5 Linfield Avenue, BELAIR SA 5052

TK Ellis Self Managed Super Fund
Contribution Caps
For the Period From 1 July 2022 to 30 June 2023

Mr Kate Ellis

Date of Birth: 16 Aug 1978
Age: 44 (at 30/06/2023)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

Prior Year Contributions

Contributions for the previous 2 years are not confirmed
 3-year cap in effect from previous years
 Total non-concessional contributions in previous 2 years

Non-Concessional

Unknown
 Unknown

Current Year Contributions	Note	Concessional	Non-Concessional
Caps	1	27,500.00	110,000.00
Cumulative Available Unused Cap	2	92,500.00	0.00
Contributions made (to this fund)	3	0.00	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		0.00	0.00
Amount above caps	4	0.00	0.00
Available		120,000.00	110,000.00

Notes

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

TK Ellis Self Managed Super Fund
Contribution Caps
For the Period From 1 July 2022 to 30 June 2023

Mr Timothy Ellis

Date of Birth: 08 Dec 1976
Age: 46 (at 30/06/2023)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

Prior Year Contributions		Non-Concessional	
Contributions for the previous 2 years are not confirmed			Unknown
3-year cap in effect from previous years			Unknown
Total non-concessional contributions in previous 2 years			Unknown
Current Year Contributions		Concessional	Non-Concessional
Caps	1	27,500.00	110,000.00
Cumulative Available Unused Cap	2	92,500.00	0.00
Contributions made (to this fund)	3	0.00	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		0.00	0.00
Amount above caps	4	0.00	0.00
Available		120,000.00	110,000.00

Notes

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

TK Ellis Self Managed 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>										
ANZ Bank Account		325,224.43		58,475.86		380,267.22	0.00		3,433.07	3,433.07
		<u>325,224.43</u>		<u>58,475.86</u>		<u>380,267.22</u>	<u>0.00</u>		<u>3,433.07</u>	<u>3,433.07</u>
<u>Property Direct Market</u>										
4/6 Koolaman Street	0.00	0.00	1.00	370,156.47	0.00	0.00	0.00	1.00	370,156.47	352,000.00
		<u>0.00</u>		<u>370,156.47</u>		<u>0.00</u>	<u>0.00</u>		<u>370,156.47</u>	<u>352,000.00</u>
Fund Total		<u>325,224.43</u>		<u>428,632.33</u>		<u>380,267.22</u>	<u>0.00</u>		<u>373,589.54</u>	<u>355,433.07</u>

Inquires 1300 300 630

Issue date 17 Feb 23

Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 46610984

Check this statement carefully

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

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

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



To make changes to company details or amend incorrect information

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



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



Use your agent.

Company Statement

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

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

2 Principal place of business
5 LINFIELD AVENUE BELAIR SA 5052

3 Officeholders

Name: TIMOTHY JOHN ELLIS
Born: ADELAIDE SA
Date of birth: 08/12/1976
Address: 5 LINFIELD AVENUE BELAIR SA 5052
Office(s) held: DIRECTOR, APPOINTED 17/02/2022; SECRETARY, APPOINTED 17/02/2022

Name: KATE JANET-LOUISA KAIMANU ELLIS
Born: ADELAIDE SA
Date of birth: 16/08/1978
Address: 5 LINFIELD AVENUE BELAIR SA 5052
Office(s) held: DIRECTOR, APPOINTED 17/02/2022

4 Company share structure

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

5 Members

These details continue on the next page

TK ELLIS SMSF PTY LTD ACN 657 387 098

Company statement continued

Name: TIMOTHY JOHN ELLIS
Address: 5 LINFIELD AVENUE BELAIR SA 5052

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

Name: KATE JANET-LOUISA KAIMANU ELLIS
Address: 5 LINFIELD AVENUE BELAIR SA 5052

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

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

End of company statement

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

Additional company information

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

6 Contact address for ASIC use only

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

**ASIC**

Australian Securities & Investments Commission

ABN 86 768 265 615

TK ELLIS SMSF PTY LTD
SMSF AUSTRALIA PTY LTD
PO BOX 230 GLEN OSMOND SA 5064**INVOICE STATEMENT**

Issue date 17 Feb 23

TK ELLIS SMSF PTY LTD

ACN 657 387 098

Account No. 22 657387098

Summary

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

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

*Transaction details are listed on the back of this page***Inquiries**

www.asic.gov.au/invoices

1300 300 630

Please pay

Immediately	\$0.00
By 17 Apr 23	\$59.00

If you have already paid please ignore this invoice statement.

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

**ASIC**

Australian Securities & Investments Commission

PAYMENT SLIP**TK ELLIS SMSF PTY LTD**

ACN 657 387 098

Account No: 22 657387098

**22 657387098**

TOTAL DUE	\$59.00
Immediately	\$0.00
By 17 Apr 23	\$59.00

Payment options are listed on the back of this payment slip
Bill Code: 17301
Ref: 2296573870989


*814 129 0002296573870989 07

Transaction details:

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2023-02-17	Annual Review - Special Purpose Pty Co	4X2279874480P A	\$59.00
	Outstanding transactions		
2023-02-17	Annual Review - Special Purpose Pty Co	4X2279874480P A	\$59.00

PAYMENT OPTIONS



Billpay Code: 8929
Ref: 2296 5738 7098 907

Australia Post

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

Phone

Call 13 18 16 to pay by Mastercard or Visa

On-line

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

Mail

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

	Bill Code: 17301 Ref: 2296573870989
Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au	



Income & Expenditure Summary

Mr Tim Ellis
PO BOX 19
Torrens Park SA 5062

Date 1/07/2022 to 16/06/2023

From Statement: **1 (23/01/2023)**
To Statement: **7 (16/05/2023)**

TK ELLIS SMSF PTY LTD (ID: 2022)

	Debit	Credit	Total
Opening Balance			\$0.00
Owner Contributions			\$0.00

Residential Properties

4/6 Koolaman Street, Joslin, SA 5070

Property Income

Residential Rent	\$0.00	\$5,250.00	\$5,250.00
	\$0.00	\$5,250.00	\$5,250.00
			<i>(GST Total: \$0.00)</i>

Property Expenses

Administration Fee	\$70.00	\$0.00	\$70.00
+ GST	\$7.00	\$0.00	\$7.00
Electrical	\$21.80	\$0.00	\$21.80
+ GST	\$2.18	\$0.00	\$2.18
Electricity Supply & Use	\$87.29	\$0.00	\$87.29
+ GST	\$8.73	\$0.00	\$8.73
General Advertising	\$200.00	\$0.00	\$200.00
+ GST	\$20.00	\$0.00	\$20.00
Invoice Payment and Supervision Fees	\$29.74	\$0.00	\$29.74
+ GST	\$2.98	\$0.00	\$2.98
Letting Fee	\$750.00	\$0.00	\$750.00
+ GST	\$75.00	\$0.00	\$75.00
Locks, Keys, Card Keys	\$21.00	\$0.00	\$21.00
+ GST	\$2.10	\$0.00	\$2.10
Management Fee	\$420.00	\$0.00	\$420.00
+ GST	\$42.00	\$0.00	\$42.00
Plumbing	\$301.68	\$0.00	\$301.68
+ GST	\$30.17	\$0.00	\$30.17

Report shows all transactions reported on statements created within reporting period.



Income & Expenditure Summary

Strata - Admin / Sinking Levies	\$370.00	\$0.00	\$370.00
Water Rates	\$146.65	\$0.00	\$146.65
	\$2,608.32	\$0.00	\$2,608.32

(GST Total: \$190.16)

PROPERTY BALANCE: \$2,641.68

(GST Balance: -\$190.16)

Ownership Summary

Owner Income

\$0.00 \$0.00 \$0.00

(GST Total: \$0.00)

Owner Expenses

\$0.00 \$0.00 \$0.00

(GST Total: \$0.00)

Owner Payments

TK ELLIS SMSF PTY LTD \$2,641.68

\$2,641.68

CLOSING BALANCE: \$0.00

Report shows all transactions reported on statements created within reporting period.





Income & Expenditure Summary

Mrs Kate Ellis
PO BOX 19
Torrens Park SA 5062

Date 1/07/2022 to 16/06/2023

From Statement: **1 (23/01/2023)**
To Statement: **7 (16/05/2023)**

TK ELLIS SMSF PTY LTD (ID: 2022)

	Debit	Credit	Total
Opening Balance			\$0.00
Owner Contributions			\$0.00

Residential Properties

4/6 Koolaman Street, Joslin, SA 5070

Property Income

Residential Rent	\$0.00	\$5,250.00	\$5,250.00
	\$0.00	\$5,250.00	\$5,250.00
			<i>(GST Total: \$0.00)</i>

Property Expenses

Administration Fee	\$70.00	\$0.00	\$70.00
+ GST	\$7.00	\$0.00	\$7.00
Electrical	\$21.80	\$0.00	\$21.80
+ GST	\$2.18	\$0.00	\$2.18
Electricity Supply & Use	\$87.29	\$0.00	\$87.29
+ GST	\$8.73	\$0.00	\$8.73
General Advertising	\$200.00	\$0.00	\$200.00
+ GST	\$20.00	\$0.00	\$20.00
Invoice Payment and Supervision Fees	\$29.74	\$0.00	\$29.74
+ GST	\$2.98	\$0.00	\$2.98
Letting Fee	\$750.00	\$0.00	\$750.00
+ GST	\$75.00	\$0.00	\$75.00
Locks, Keys, Card Keys	\$21.00	\$0.00	\$21.00
+ GST	\$2.10	\$0.00	\$2.10
Management Fee	\$420.00	\$0.00	\$420.00
+ GST	\$42.00	\$0.00	\$42.00
Plumbing	\$301.68	\$0.00	\$301.68
+ GST	\$30.17	\$0.00	\$30.17

Report shows all transactions reported on statements created within reporting period.



Income & Expenditure Summary

Strata - Admin / Sinking Levies	\$370.00	\$0.00	\$370.00
Water Rates	\$146.65	\$0.00	\$146.65
	\$2,608.32	\$0.00	\$2,608.32
			<i>(GST Total: \$190.16)</i>
			PROPERTY BALANCE: \$2,641.68
			<i>(GST Balance: -\$190.16)</i>

Ownership Summary

Owner Income

	\$0.00	\$0.00	\$0.00
			<i>(GST Total: \$0.00)</i>

Owner Expenses

	\$0.00	\$0.00	\$0.00
			<i>(GST Total: \$0.00)</i>

Owner Payments

TK ELLIS SMSF PTY LTD			\$2,641.68
			\$2,641.68

CLOSING BALANCE: \$0.00

Report shows all transactions reported on statements created within reporting period.

TK ELLIS SMSF PTY LTD
 PO BOX 19 TORRENS PARK SA 5062

End of Financial Year Owner Statement - FY22/23

Overall Summary

OWNER DETAILS

TK ELLIS SMSF PTY LTD
 PO BOX 19 TORRENS
 PARK SA 5062

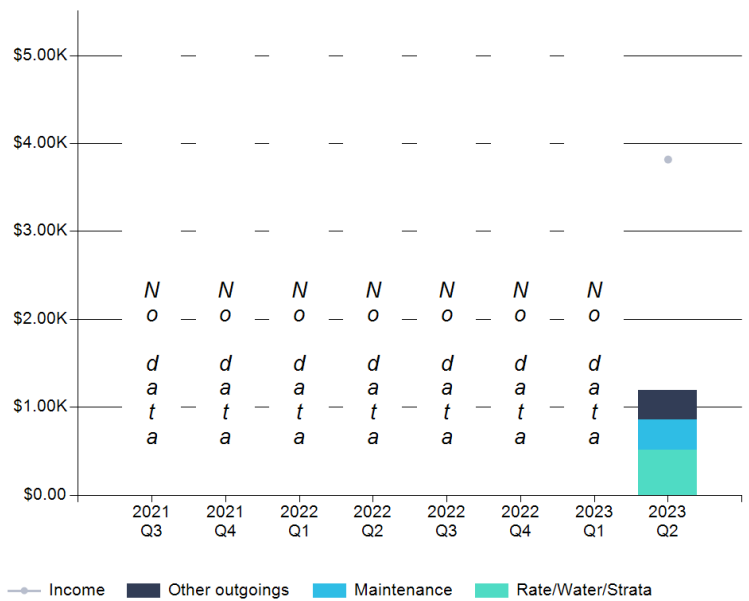
STATEMENT DETAILS

From: **1/07/22** To: **30/06/23**
 Created: **4/07/23**

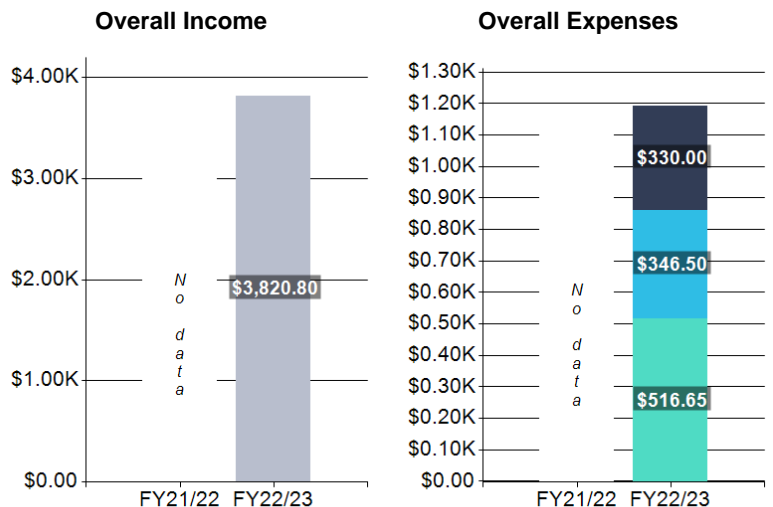
FINANCIAL SUMMARY

Income:	Opening Balance:
\$3,820.80	\$0.00
Expenses:	
\$1,193.15	
Includes GST: \$61.50	
You Received:	Closing Balance:
\$2,627.65	\$0.00

OVERALL FINANCIAL BREAKDOWN



HOW YOU COMPARE TO LAST YEAR





New Business Notice

Tim Ellis
PO Box 19
Torrens Park SA 5062



Landlord Protection Value Plus

Dear TK ELLIS SMSF PTY LTD,
Thank you for choosing Property Insurance Plus Landlord Protection Value Plus.

Please find enclosed your Certificate of Insurance and a copy of our Product Disclosure Statement (PDS). These documents form part of your contract of insurance and should be read carefully to understand what your policy covers including the conditions, limits and exclusions that apply.

Your Certificate of Insurance is a record of the information you provided to us during your application. Please review this information and the Duty to take reasonable care not to make a Misrepresentation carefully. If any details shown are incorrect or there is other information that you need to tell us, please contact our offices. To ensure you're covered by Property Insurance Plus, please pay the total amount by the due date.

**Take care,
The Property Insurance Plus Team**

Date of Issue 07 November 2022

Policy Number 428088

Invoice Number Q-323606

Period of Insurance 08 November 2022 to
08 January 2024

Amount \$330.00

Page 1 of 10

Insured Name
TK ELLIS SMSF PTY LTD

Risk Address
Unit 4 6 Koolaman Street Joslin SA 5070

Policy Type
Landlord Protection Value Plus

Base Premium	\$225.22
Administration Fees	\$50.00
GST	\$27.52
Stamp Duty	\$27.26
Total Amount	\$330.00



Payment Options



Credit Card: Visit sgua.com.au/pip-pay Enter your name, Policy Number & amount. Surcharges apply.



Biller Code: 375592
Ref: 3236066

Once payment is made this document is a Tax Invoice for GST, enabling you to claim input tax credits if applicable to your business.

Total Amount Payable \$330.00

Due Date 15 November 2022

Reference Number Q-323606

Ukawa Pty Ltd (ABN 59 009 357 582) (AFSL 236663) trading as Property Insurance Plus



Important Information

Tim Ellis
PO Box 19
Torrens Park SA 5062

Date of Issue 07 November 2022

Policy Number 428088

Period of Insurance 08 November 2022 to
08 January 2024

Page 2 of 10



Making a Complaint

Property Insurance Plus and Assetinsure support the aims and application of the General Insurance Code of Practice that sets the standards of practice and service for the insurance industry.

If You have any concern, complaint or dispute with Us, We will try to resolve it immediately. The best first step is to approach the person at Property Insurance Plus with whom You were dealing to see if they can resolve the matter to Your satisfaction.

You can phone us on 1300 307 072, or write to us at:

Property Insurance Plus Customer Relations
PO Box 5663 St Georges Tce Perth WA 6831
or email Us at resolution@sgua.com.au

The Goods and Services Tax (GST) and Your insurance

You must advise Us if You are registered, or required to be registered, for GST purposes, and You must, when requested, tell Us what Your entitlement to Input Tax Credits (ITCs) is for Your insurance premium.

If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We pay.

The premium on this Policy includes an amount for GST and if We pay a claim Your GST status may determine the amount to be paid on the claim.

GST legislation requires you to advise Property Insurance Plus of the extent to which you can claim Input Tax Credits on this insurance premium.

Your duty to take reasonable care not to make a misrepresentation

Before you enter into this contract of insurance, you have a duty to take reasonable care not to make a misrepresentation. You have a similar duty when you ask us to vary or extend the insurance, and when we offer to renew your insurance. This means that you need to take reasonable care to provide honest, accurate and complete answers to our questions. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth.

When you ask us to vary or extend your insurance or before you renew your insurance, you need to take reasonable care to review any information that we provide to you for your confirmation and to tell us about any changes, if the information is no longer honest, accurate and complete.

For the full section please refer to your PDS.

Cooling Off Period

You have the right to cancel and return this Policy by notifying Us in writing within 14 days of the date cover commenced ("cooling off period"), unless You make a claim under the Policy within the cooling off period. If You cancel it during this period, We will return the amount You have paid.



Certificate of Insurance

Tim Ellis
PO Box 19
Torrens Park SA 5062

Date of Issue 07 November 2022

Policy Number 428088

Period of Insurance 08 November 2022 to
08 January 2024

Page 3 of 10

Excesses

Contents \$50

Additional Fixed Excesses

Loss of Rent Nil

Tenant Default of Rent Nil

Legal Liability Nil

Deliberate Damage by Tenant Nil

Theft by tenant \$250

Accidental damage by tenants \$250 per event
(maximum \$500)

\$250 excess per event applies for Accidental
Damage under Section 1: Buildings & Contents,
or your Standard excess, whichever is greater

Flood additional \$500

Earthquake, tsunami & volcanic eruption
additional \$300

Insured Name

TK ELLIS SMSF PTY LTD

Risk Address

Unit 4 6 Koolaman Street Joslin SA 5070

Policy Type

Landlord Protection Value Plus

Sums Insured

Building Not Covered

Contents \$70,000

Legal Liability up to \$20,000,000

Loss of Rent up to 52 weeks

Deliberate Damage & Theft by
Tenant up to \$70,000

Tenant Default of Rent up to 18 weeks



Certificate of Insurance

Tim Ellis
PO Box 19
Torrens Park SA 5062

Date of Issue 07 November 2022

Policy Number 428088

Period of Insurance 08 November 2022 to
08 January 2024

Page 4 of 10



Please Note

Landlord - Vacant Property Excess

For all claims arising from Malicious Damage or Theft an additional excess of \$500 shall apply until initially tenanted. Thereafter the excess shall revert to the standard Policy excess.



Important Information

Tim Ellis
PO Box 19
Torrens Park SA 5062

Date of Issue 07 November 2022

Policy Number 428088

Period of Insurance 08 November 2022 to
08 January 2024

Page 5 of 10

Application Details

This document sets out the information that we have relied on to decide whether to accept your application for insurance with us and on what terms.

If any of this information has changed, or is incorrect, please contact us on the details set out in this document. See your Duty to take reasonable care not to make a Misrepresentation for further details of your obligations.

Property Details

Dwelling Type	Single Dwelling
Type of property	Home Unit / Townhouse
What floor is the property on?	Ground Floor
How many lease Agreements are active/will be in place at this property?	1
Total weekly rent	\$380
Total annual rent	\$19,760
How many separate self-contained dwellings/units do you own in this property?	1

Insurance and Criminal History

- Have you ever had any type of insurance proposal declined or any type of policy cancelled or renewal refused or had special terms or conditions imposed by any insurer?
- Have you been convicted of theft or fraud in the past 5 years?
- Have you been declared bankrupt in the past 5 years?
- Are you aware of an existing circumstance that may lead to a claim under this policy?

	No
Have you had 3 or more claims over the past 5 years, or any one claim exceeding \$10,000 on any rental property?	No
Are all the covers you have selected currently insured?	No
Have you had insurance in the last 30 days?	No
What is the reason for not being insured?	Purchasing



Important Information

Tim Ellis
PO Box 19
Torrens Park SA 5062

Date of Issue 07 November 2022

Policy Number 428088

Period of Insurance 08 November 2022 to
08 January 2024

Page 6 of 10

Additional Property Information

Is the building structurally sound and well maintained?	Yes
Is the property for sale?	No
Is the property scheduled for demolition?	No
Is your property currently undergoing renovations?	No
Is the building mortgaged or do you require an Interested Party to be noted?	No

Tenancy Details

Is the property managed by a licensed property manager?	Yes
Managing real estate agent	Ellis Real Estate
Is this property part of the National Rent Affordability Scheme (NRAS) or managed by a Government/Community Welfare department?	No
Do any of the following apply:	
<input type="checkbox"/> Is the property being sublet?	
<input type="checkbox"/> The lease agreement is in a different name to the occupants residing in the property	
<input type="checkbox"/> A total of 4 or more separate lease agreements for this property have been in place in the last 12 months	
<input checked="" type="checkbox"/> None of the above	

Tenancy Details

Do all the leases in place comply with the Residential Tenancies Act	Yes
Is the property currently occupied by a tenant?	No
Why is the property currently unoccupied?	Awaiting settlement of purchase
Further information	Settlement in December, then will be advertised for rent



Important Information

Tim Ellis
PO Box 19
Torrens Park SA 5062

Date of Issue 07 November 2022

Policy Number 428088

Period of Insurance 08 November 2022 to
08 January 2024

Page 7 of 10

Insured Details

Insured Name	TK ELLIS SMSF PTY LTD
ABN	50488034246
Registered for GST	No
Stamp Duty Exemption	No
Contact Method	Email
Correspondence Email	tim.ellis@ellisre.com.au
Correspondence Phone	0418729974
Contact Name	Tim Ellis
Contact Address	PO Box 19 Torrens Park SA 5062

Premium Payment Details

Payment Frequency	Annual
Payment Method	Account

The financial services referred to in this financial services guide (FSG) are offered by:

Ukawa Pty Ltd trading as Property Insurance Plus ('PI Plus')
ABN 59 009 357 582, AFSL 236663

109 St Georges Terrace
Perth WA 6000
Phone: 1300 307 072
Email: admin@pi-plus.com.au

Who is PI Plus?

Ukawa Pty Ltd trading as Property Insurance Plus ('PI Plus') is an Australian Financial Services Licence holder and is authorised to deal in and provide general financial product advice and provide claims handling and settling services in relation to general insurance to retail clients. All references in this FSG to 'us, we and our' are references to PI Plus.

All financial services in connection with your insurance are provided by us on behalf of the product issuer, Assetinsure Pty Ltd, ABN 65 066 463 803, AFSL 488403 ('Assetinsure'). This means that we act for Assetinsure and not you and allows us to accept your application for insurance as if we were the insurer.

PI Plus specialises in the offering of landlords insurance. Please consider your financial situation, needs and objectives and read the Product Disclosure Statement (PDS) and this FSG before deciding whether to buy this insurance from us.

This FSG sets out the services that we can offer you. It is designed to assist you in deciding whether to use any of those services and contains important information about:

- the services we offer you.
- how we and others are paid.
- any potential conflict of interest we may have.
- our internal and external dispute resolution procedures and how you can access them.
- arrangements we have in place to compensate clients for losses.

This FSG is not intended to cover all services offered by us. If you need more information about the matters covered in this FSG, please contact us.

Other disclosure documentation

If you decide to acquire a financial product from us, you will also receive a PDS and Certificate of Insurance which sets out the full terms of conditions of your insurance and includes other important information about the product.

From when does this FSG apply?

This FSG applies from 1 September 2022 and remains valid unless a further FSG is issued to replace it.

Who is responsible for the financial services provided?

PI Plus is responsible for the financial services that will be provided to you, or through you to your family members, including the distribution of this FSG. PI Plus is authorised to advise and deal in general insurance products to retail and wholesale clients.

The contact details for PI Plus are on the first page of this FSG.

How are we paid for the services provided?

You pay us premiums for the policies that we provide to you. The basis of how these premiums are determined can be found in the relevant PDS and any Supplementary PDS (SPDS) for the policy. Our staff are paid a salary and they may receive a bonus or other incentives if they achieve performance targets. Such bonuses or other incentives are paid by us to our staff and do not form part of the premium.

PI Plus charges you an administration fee of between \$45 and \$95 for providing you with the financial services. This administration fee is added to the premium you pay us.

When you pay your premium to us, we will retain a commission (refer 'Commissions' section) from the premium and remit the balance to Assetinsure. We may earn interest on your premium while it is deposited into our account which we will retain.

Commissions

Assetinsure pays us a commission for each policy we issue or renew on its behalf. This commission will be up to 32.5% of the base premium paid by you (excluding statutory charges, government taxes (such as GST), duties, levies and stamp duty along with any administration fee (if applicable)). This commission includes the cost of promoting and administering policies and claims issued by us.

The commission is taken from the premium paid by you but is not added to the premium.

Assetinsure Profit Share

We may receive a profit share from Assetinsure based on its' underwriting profit earned on our insurance portfolio. Due to the nature of your insurance and the way the profit share arrangement with Assetinsure is arranged, it is not possible for us to know the exact amount of profit share, if any, which we may be entitled to until the end of the qualifying period.

Referrals & Distributors

If you have been referred to us by a third party or the policy has been arranged by one of our distributors which has been authorised by PI Plus to act as its' referrer or distributor, we may pay to that third party a commission up to \$25 per policy.

Any referrer or distributor fee paid to a third party is taken from the premium paid by you but is not added to the premium.

Conflicts of interest

We take any potential or actual conflict of interest seriously and respond to them in accordance with our conflict of interest policy. A conflict of interest may arise in circumstances where some or all of your interests may be inconsistent with some or all of our interests. We address potential conflicts of interest in accordance with our internal management controls, disclosure and avoidance. We also provide training to our employees to identify and report any potential conflict of interest.

Our Professional Indemnity Insurance policy

PI Plus maintain a Professional Indemnity Insurance Policy ('PI Policy') which satisfies the requirements for compensation arrangements in accordance with Section 912B of the Corporations Act 2001 (Cth).

Privacy

We appreciate privacy is important to you. We are committed to protecting your personal information. For further information, please refer to our Privacy Statement and Privacy Policy by visiting pi-plus.com.au or call us on 1300 307 072.

How do I lodge a complaint or notify of a dispute?

We are committed to providing quality services to you. This commitment extends to giving you easy access to people and processes that can resolve a service issue or complaint.

The steps we set out below are part of our complaint and dispute resolution process, the details of which are available by either:

- calling us on 1300 307 072; or
- visiting our website at pi-plus.com.au

If you have any concern, complaint or dispute with us, we will try to resolve it immediately. The best first step is to approach the person at PI Plus with whom you were dealing to see if they can resolve the matter to your satisfaction.

If we cannot provide immediate resolution, you can request that our internal resolution process further consider the matter. To do this you may contact the Assetinsure Compliance Manager by emailing to complaints@assetinsure.com.au.

If an issue has not been resolved to your satisfaction within 30 days after we first received notice of your concern, complaint or dispute, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. You can contact AFCA by using the following contact details:

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

Calling: 1800 931 678 (free call)

Emailing: info@afca.org.au

Making an enquiry at: www.afca.org.au

External dispute resolution determinations made by AFCA are binding upon us in accordance with the AFCA Terms of Reference.

If AFCA advises you that the AFCA Terms of Reference do not extend to you or your dispute, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Residential Contract: Schedule



Notice to purchaser:

This is a contract for the sale of residential land. You may be bound by the terms of this contract if it is signed by both you and the vendor. You should seek independent legal advice if you are unsure about the terms contained in this contract. It is advisable to check section 5 of the *Land and Business (Sale and Conveyancing) Act 1994* regarding any cooling-off rights that you may have and how to exercise them.

1. VENDOR 1: Primary contact:
 Legal Entity/ Full Name(s): KAARINA SYNNOVE SARAC
 ABN (if applicable):

VENDOR 2: Primary contact:
 Legal Entity/ Full Name(s): STANKO SARAC
 ABN (if applicable):

VENDOR 3: Primary contact:
 Legal Entity/ Full Name(s):
 ABN (if applicable):

VENDOR 4: Primary contact:
 Legal Entity/ Full Name(s):
 ABN (if applicable):

Are there additional vendors? Yes If yes, refer to Annexure - Additional Vendors

VENDOR PRIMARY CONTACT ADDRESS

Street 1: 11 BENSON STREET
 Street 2:
 Suburb: SEMAPHORE State: SA Postcode: 5019

2. PURCHASER 1: Primary contact:
 Legal Entity/ Full Name(s): TK ELLIS SMSF PTY LTD
 ABN (if applicable): Email:

PURCHASER 2: Primary contact:
 Legal Entity/ Full Name(s):
 ABN (if applicable): Email:

PURCHASER 3: Primary contact:
 Legal Entity/ Full Name(s):
 ABN (if applicable): Email:

PURCHASER 4: Primary contact:
 Legal Entity/ Full Name(s):
 ABN (if applicable): Email:

Are there additional purchasers? Yes If yes, refer to Annexure - Additional Purchasers

PURCHASER PRIMARY CONTACT ADDRESS

Street 1: 5 LINFIELD AVENUE
 Street 2:
 Suburb: BELAIR State: SA Postcode: 5052

INITIALS

Initials not required if using electronic signature

Residential Contract: Schedule



3. AGENT: Company Name/Legal Entity: Ouwens Casserly Real Estate Pty Ltd

Company Representative: Catherine Crease

Street 1: 200 East Terrace

Street 2:

Suburb: Adelaide

State: SA

Postcode: 5000

ABN (if applicable): 76 613 261 626

RLA No: 275403

Telephone: W: 08 7070 6488

M: 0408 822 188

Email: catherinec@ocre.com.au

4. PROPERTY: Street 1: 4/6 KOOLAMAN STREET

Street 2:

Suburb: JOSLIN

State: SA

Postcode: 5070

Council area: CITY OF NORWOOD, PAYNEHAM & ST PETERS

and being the *whole/~~part~~ of the land in Certificate of Title, Volume: 5266

Folio: 205

being *~~Allotment/Section/Unit/Lot~~ 4

on *Strata/~~Primary/Community/Deposited/Filed~~ Plan No. 320

in the area named JOSLIN

in the Hundred of ADELAIDE

Strata/Community Manager: WHITTLES STRATA MANAGEMENT

T: (08) 8291 2300

N/A

Other description of Property:

5. GST

Is the Vendor liable for GST on the Property? Yes No

If yes, refer to Annexure: Goods and Services Tax (GST)

Is the Agreement concerning the sale of new residential premises or potential residential land as defined in the GST Law? Yes No

If yes, refer to Special Condition - Sale of New Residential Premises or Potential Residential Land.

Note: The response to the previous question, together with the details in the Special Condition - Sale of New Residential Premises or Potential Residential Land, constitutes a Notice under Section 14-255 of the *Tax Administration Act 1953* (Cth)

The Agent is not qualified to provide advice on GST and other taxation issues relating to the sale or purchase of the Property. The Vendor or Purchaser must obtain their own independent professional taxation advice.

6. PURCHASE PRICE

The sum of: Amount Payable for Property \$ 352,000

GST (if applicable): \$

Total Purchase Price: \$ 352,000

7. DEPOSIT PAYABLE: \$ 100,000

immediately upon signing of this Agreement; or

on the next business day following the expiration of the cooling off period being 2 clear business days following the later date of the execution of the contract and service of the Form 1; or

on or before / / 20 ; or

secured by Guarantee (refer to Annexure: Further Term of Sale - Provision of Deposit by way of Guarantee); or

Other (specify)

(* Delete as applicable)

INITIALS

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Residential Contract: Schedule



8. SETTLEMENT DATE

On the day of 20

OR

Within days of the satisfaction of the Special Condition(s) (if any), whichever is the later

Or such other date as may be agreed between the parties in writing

9. INCLUDED CHATTELS: Not applicable

- Built-in furniture Dishwasher Window treatments
 Fixed floor coverings Light fittings Rubbish bins
 Other (specify)

Consumer Credit Chattels (specify)

10. EXCLUDED CHATTELS: Not Applicable Vendor's; and/or Tenant's:

- Personal effects Dishwasher Loose floor coverings
 Garden pots and ornaments Rubbish Bins Freestanding furniture
 Other (specify)

11. EXCEPTIONS: None Known Easements Encumbrances Rights Of Way Party Wall Rights

Details Or Any Other Exceptions:

12. TENANCIES: Is sale subject to an existing tenancy? Yes No

Managing Agent T.

Tenant (Name/s)

Term: Fixed: Commencement Date / / 20 End Date / / 20

Periodic: Commencement Date / / 20

Rent: \$ per

Payable in advance Weekly Fortnightly Calendar monthly

Bond lodged with Consumer and Business Services: Yes No

Amount: \$

13. NOTICES AND ORDERS: None known Specify

14. KNOWN BREACHES OF STRATA TITLES ACT 1988/~~COMMUNITY TITLES ACT 1996~~: None known Not applicable

Body Corporate Manager: Telephone:

Details of breach:

INITIALS

Initials not required if using electronic signature

Residential Contract: Schedule



15. ALTERATIONS, REPAIRS AND IMPROVEMENTS ERECTED WITHOUT CONSENT: None known Specify

16. KNOWN ENCROACHMENTS AND FENCES NOT ON BOUNDARIES: None known Specify

17. COMPLIANCE WITH POOL SAFETY REQUIREMENTS Not Applicable Not known

- Compliant with *Planning, Development and Infrastructure Act 2016* (as amended) requirements relating to pre 1 July 1993 constructed swimming pools.
- Compliant with *Planning, Development and Infrastructure Act 2016* (as amended) requirements relating to 1 July 1993 and post 1 July 1993 constructed swimming pools.
- Not compliant
- Specify details of non-compliance

18. WORKS TO BE CARRIED OUT BY VENDOR: Not applicable Specify

19. SPECIAL CONDITIONS: Not Applicable

Is the sale price of the property \$750,000 or more? Yes No

If yes, refer to Special Condition - Foreign Resident Withholding Regime

Is the sale Subject to Finance? Yes No

If yes, refer to Annexure: Special Condition - Sale Subject to Finance

Is the sale Subject to Sale and Settlement of Purchaser's Property? Yes No

If yes, refer to Annexure: Special Condition - Sale Subject to Sale and Settlement of Purchaser's property

Is the sale Subject to Settlement of Purchaser's Property? Yes No

If yes, refer to Annexure: Special Condition - Sale Subject to Settlement of Purchaser's property

Is the sale subject to any other Special Condition? Yes No

If yes, refer to Annexure

20. FURTHER TERMS OF SALE: Not Applicable

Will the Purchaser provide a guarantee in lieu of paying a deposit? Yes No

If yes, refer to Annexure: Further Term of Sale - Provision of Deposit by way of Guarantee

Is the sale subject to any other Further Term of Sale Yes No

If yes, refer to Annexure OR

As described below

THE PURCHASER WARRANTS THAT THE PURCHASER IS LEGALLY ENTITLED TO PURCHASE THE PROPERTY WITHOUT THE REQUIREMENT TO APPLY TO THE FOREIGN INVESTMENT REVIEW BOARD FOR FOREIGN INVESTMENT APPROVAL BEFORE THE PURCHASE.

INITIALS

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Contract - Annexure: Special Condition Compendium



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1. This Agreement is subject to:

A. Sale and settlement of Purchaser's Property

(a) the Purchaser entering into a contract for the sale of the Purchaser's property described in **Item 1** below ("**Purchaser's Property**") on or before the date described in **Item 2** below ("**Date**") and that contract becoming unconditional on or before the date described in **Item 3** below ("**Unconditional Date**") for not less than the price described in **Item 4** below ("**Price**") (or, if the Purchaser accepts a lesser sum, then that lesser sum) and settlement on that contract taking place on or before the date described in **Item 5** below ("**Purchaser's Settlement Date**");

(b) If in the event the Purchaser:

1. does not enter into a contract for the sale of the Purchaser's Property on or before the Date, or
2. enters into a contract for the sale of the Purchaser's Property on or before the Date but that contract does not become unconditional on or before the Unconditional Date, or
3. does enter into a contract for the sale of the Purchaser's Property on or before the Date but settlement does not take place on that contract on or before the Purchaser's Settlement Date,

then, unless the Purchaser waives this Special Condition in writing, clause 14.3 of the Agreement shall apply;

(c) If in the event that 1, 2 or 3 applies above, and the Purchaser does not deliver to the Vendor a notice in writing waiving its rights under this Special Condition AND also provides documentary evidence that the Purchaser has sufficient funds to complete settlement, within two (2) business days of the Date, then the Vendor can terminate this Agreement in writing with the Purchaser.

B. Settlement of Purchaser's Property

(a) the settlement on the sale of the property described in **Item 1** below ("**Purchaser's Property**") on the date specified in **Item 5** below ("**Purchaser's Settlement Date**") in accordance with the contract entered into by the Purchaser on the date described in **Item 2**.

(b) If settlement does not take place on the sale of the Purchaser's Property on or before the Purchaser's Settlement Date then, unless the Purchaser has given notice in writing to the Vendor waiving this Special Condition, clause 14.3 of the Agreement shall apply.

(c) If settlement does not take place on the sale of the Purchaser's Property on or before the Purchaser's Settlement Date then unless the Purchaser delivers to the Vendor written notice stating that the Purchaser waives its rights under this Special Condition and provides documentary evidence that the Purchaser has sufficient funds to complete settlement within two (2) business days of the Purchaser's Settlement Date, the Vendor can terminate this Agreement by written notice to the Purchaser.

Item 1 Description of Purchaser's Property:

Certificate of Title Details:

Street 1:

Street 2:

Suburb: State: Postcode:

Item 2 Date by which Purchaser is to enter into a contract or entered the contract:

Item 3 Date by which contract is to become unconditional:

Item 4 Price for Purchaser's property: \$

Item 5 Date by which settlement is to be effected:

C. Approval of Finance

(a) the Lender specified in **Item 1** agreeing by the date described in **Item 2** to grant to the Purchaser on or before the settlement date a conditional or unconditional loan of not less than the amount described in **Item 3** and for the Terms specified in **Item 4**.

(b) If the Lender does not agree by the **date specified in Item 2** to grant the loan conditionally or unconditionally to the Purchaser at settlement then clause 14.3 of this Agreement shall apply.

(c) Unless otherwise agreed in writing between the parties, the Purchaser must deliver to the Vendor written notice signed by the Lender that the Lender has agreed to grant the loan conditionally or unconditionally to the Purchaser at Settlement by the **date specified in Item 2** below. Upon notification of the approval to the Vendor this conditional provision will be satisfied and not withstanding that the lender may subsequently withdraw the approval the Purchaser will be bound by this Contract.

Item 1 Lender: Name:

OR any other such person or institution that is deemed acceptable by the Purchaser

Item 2 Date on or before which the Lender is to approve the loan: Date:

Item 3 Minimum amount of loan: Amount: \$

Item 4 Terms of loan: Term of loan (in years): commencing interest rate of loan not exceeding % per annum

2. The Purchaser shall use its best endeavours (including, but not limited to, engaging in proper marketing and advertising, applying for a loan and everything else (if applicable)) to effect the outcomes described above.
3. For the avoidance of doubt, if the Purchaser breaches any of the terms and conditions contained in this Special Condition (including but not limited to the obligation to use best endeavours), then clause 14.3.2 of the Agreement will apply.
4. In the event of any inconsistency between this Special Condition and the Agreement, this Special Condition shall apply to the extent of any inconsistency.

INITIALS

Initials not required if using electronic signature

SPECIAL CONDITION COVID-19 Virus



Covid-19 Event

1. The Vendor and Purchaser acknowledge and agree that in the event prior to the Settlement Date either party (including that party's company directors or secretary where the context permits):
 - 1.1 contracts or suffers the Covid-19 Virus;
 - 1.2 is placed in Quarantine or directed to Quarantine by a Relevant Authority;
 - 1.3 is placed in Self-Isolation or directed to Self-Isolate by a Relevant Authority;
 - 1.4 needs to care for an immediate member of their household or family who is directly affected by special conditions 1.1 to 1.3 above;
or
 - 1.5 (in the case of the Vendor) needs to remain on the Property for any reason related to special conditions 1.1 to 1.3 above;
 (collectively and each being a "**Covid-19 Event**") and such Covid-19 Event impacts the Vendor's or the Purchaser's ability to settle under this Agreement by the Settlement Date, then such party may, subject to compliance with the terms of special condition 2, extend the Settlement Date by a reasonable period equal to the delay caused (or expected to be caused) by the Covid-19 Event, but being not more than fourteen (14) ordinary days, upon giving written notice to the other party.
2. The rights of the Vendor and Purchaser to extend the Settlement Date in accordance with special condition 1 are subject to the following conditions:
 - 2.1 the affected party must notify the other party by notice in writing as soon as reasonably practicable upon becoming aware of the Covid-19 Event, and in any event before the Settlement Date;
 - 2.2 the affected party must provide reasonable evidence of the Covid-19 Event to the other side; and
 - 2.3 (in the case of the Vendor) if the Vendor is seeking to rely on this special condition and has had or permitted any person to be Quarantined or Self-Isolated on the Property at any time within a period of fourteen (14) days prior to the Settlement Date, then the Vendor must either:
 - (a) cause for the Included Chattels and the improvements, fixtures and fittings on the Property to be Disinfected by a cleaning contractor approved by the Purchaser (acting reasonably); or
 - (b) (at either party's election) pay to the Purchaser or provide an adjustment in favour of the Purchaser at settlement an amount equal to \$500.

Time Extensions

3. The Vendor and Purchaser agree that for so long as the Covid-19 Virus has known cases in South Australia, then:
 - 3.1 (**Purchaser's Default**) the time period specified in Clause 15.3 of the Agreement shall be extended from "3 Business Days" to "10 Business Days";
 - 3.2 (**Vendor's Default**) the time period specified in Clause 16.1 of the Agreement shall be extended from "3 Business Days" to "10 Business Days"; and
 - 3.3 (**Default At Settlement**) the time period specified in Clause 15.6 of the Agreement shall be extended from "10 Business Days" to "20 Business Days".

Defined Terms

4. In these Special Conditions:
 - 4.1 "**Covid-19 Virus**" means the strain of virus more fully described as coronavirus disease 2019 as declared by the World Health Organisation.
 - 4.2 "**Disinfected**" means:
 - (a) steam cleaning all carpets and mopping of all hard-surface floors using a disinfectant cleaning agent capable of killing the Covid-19 Virus; and
 - (b) cleaning air conditioning filters and using disinfectant products to clean all hard surfaces including without limitation all door handles, light switches, remote controls, windows and appliances using a disinfectant cleaning agent capable of killing the Covid-19 Virus.
 - 4.3 "**Quarantine**" means the isolation of an individual from other members of the public due to or related to the restriction on the movement of people in order to stop or prevent the spread of Covid-19 Virus.
 - 4.4 "**Relevant Authority**" includes the Australian Government (including any health department of the same), the South Australian Government (including any health department of the same), the Local Government Association of South Australia (including any individual local government council).
 - 4.5 "**Self-Isolate**" or "**Self-Isolation**" means the isolation of an individual from other members of the public due to:
 - (a) having a confirmed case of Covid-19 Virus;
 - (b) being in close contact with a person with a confirmed case of Covid-19 Virus; or
 - (c) arriving in Australia after midnight on 15 March 2020.

INITIALS

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ANNEXURE A - CONTRACT

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*This Annexure page is to be used only if there is insufficient space in the Schedule.
Please insert the relevant corresponding Item number and heading.*

ITEM	DESCRIPTION:
ITEM 20. FURTHER TERMS OF SALE:	<p>The purchaser acknowledges and agrees:</p> <ul style="list-style-type: none"> (a) To be served the Form 1 via email. (b) They have had the opportunity to obtain an R3 notice. (c) They have entered into this agreement relying on their own judgment and professional advice after satisfactory inspection and investigation of the Property; and (d) No warranties, representations or assurances other than those contained in this agreement are given by the vendor or its agent and all warranties, representations and assurances are excluded and negated to the full extent permissible at law.

INITIALS

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Contract: Terms and Conditions



1. Agreement for Sale and Purchase

The Vendor agrees to sell the Property and the Purchaser agrees to buy the Property for the Purchase Price on the terms and conditions of this Agreement.

2. Definitions and Interpretation

2.1 Definitions

In this Agreement, unless a contrary intention appears:

- 2.1.1 "Act" means the *Land and Business (Sale and Conveyancing) Act 1994* as amended;
- 2.1.2 "Agent" means the person or entity specified in Item 3 of the Schedule;
- 2.1.3 "Agreement" means this Agreement, the Schedule and any Annexure;
- 2.1.4 "Annexure" means an annexure to this Agreement;
- 2.1.5 "Certificate of Title" means the Certificate of Title or other best evidence of the Vendor's interest in the Property;
- 2.1.6 "Default Rate" means the rate of interest on the date default occurs, five (5) percentage points above the cash rate notified by the Reserve Bank of Australia;
- 2.1.7 "Deposit" means the sum of money specified in Item 7 of the Schedule;
- 2.1.8 "Exceptions" means any easements, rights, privileges and appurtenances referred to on the Certificate of Title and any encumbrances, charges, exceptions, reservations and other interests specified in Item 11 of the Schedule or the Form 1, to which the Property is sold subject to;
- 2.1.9 "Excluded Chattels" means the items specified in Item 10 of the Schedule;
- 2.1.10 "Form 1" means the Vendor's statement required under section 7 of the Act;
- 2.1.11 "Further Terms" means the terms specified in Item 20 of the Schedule;
- 2.1.12 "GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;
- 2.1.13 "GST Law" means the A New Tax System (Goods and Services Tax) Act 1999 and any other Act or Regulation pursuant to, associated with, amending or replacing that Act. Any expression used in this Agreement that is also defined in the GST Law shall have the meaning used or attributed to that expression by the GST Law;
- 2.1.14 "Included Chattels" means the items specified in Item 9 of the Schedule;
- 2.1.15 "Income" means all rent, fees, benefits and other monies received or receivable by the Vendor that are directly attributable to the use by any third party of the Property;
- 2.1.16 "Outgoings" means all rates, levies, taxes (including, but not limited to land tax), assessments, charges and all other amounts payable by or chargeable to the Vendor in respect of the Property;
- 2.1.17 "Property" means the land specified in Item 4 of the Schedule together with:
 - (a) the easements, rights, privileges and appurtenances referred to on the Certificate of Title or Form 1; and
 - (b) any improvements and fixtures and fittings; and
 - (c) the Included Chattels;
- 2.1.18 "Purchase Price" means the sum of money specified in Item 6 of the Schedule;
- 2.1.19 "Purchaser" means the person or entity specified in Item 2 of the Schedule;
- 2.1.20 "Revenue SA Workspace" means the online portal and workspace made available by the Commissioner for conveyancing practitioners to provide details of Reportable Transactions as described in clause 25.
- 2.1.21 "Settlement" means completion of the sale and purchase of the Property from the Vendor to the Purchaser;
- 2.1.22 "Settlement Date" means the date specified in Item 8 of the Schedule;
- 2.1.23 "Special Condition" means a special condition set out in or annexed to this Agreement;
- 2.1.24 "Tenancies" means any tenancy specified in Item 12 of the Schedule;
- 2.1.25 "Transfer" means a Memorandum of Transfer (or other appropriate conveyance) of the Property and where applicable, any other documents supplied by the Vendor to the Purchaser necessary to transfer title to the Property to the Purchaser;
- 2.1.26 "Vendor" means the person or entity specified in Item 1 of the Schedule;
- 2.1.27 "Works" means the items specified in Item 18 of the Schedule.

2.2 Interpretation

In this Agreement, unless a contrary intention appears:

- 2.2.1 words which denote the singular include the plural and vice versa;
- 2.2.2 words which denote natural persons include corporations and vice versa; and
 - (a) reference to a natural person includes that person and that person's personal representatives, assigns and permitted nominees; and
 - (b) reference to a corporation includes such corporation and its successors, assigns and permitted nominees;
- 2.2.3 where a party to this Agreement consists of more than one person then:
 - (a) any covenant or obligation to be performed by that party shall bind each of those persons jointly and severally; and
 - (b) any reference to that party shall include any one or more of those persons;
- 2.2.4 headings are included in this Agreement for convenience and do not form any part of this Agreement or affect its interpretation.
- 2.2.5 may be signed in any number of counterparts and by different persons on separate counterparts. The combination of all counterparts will together constitute the one Agreement.

3. Payment

- 3.1 All monies payable by the Purchaser prior to Settlement will be paid to the Agent to be held in trust until Settlement and will be applied to any amounts due to the Agent and then to the Purchase Price.
- 3.2 The balance of the Purchase Price will be paid at Settlement as directed by the Vendor.

4. Prior to Settlement

- 4.1 The Purchaser must execute and deliver to the Vendor at least seven (7) days before the Settlement Date:
 - 4.1.1 a Transfer; and
 - 4.1.2 any assignment or other instrument required to transfer title to the Property to the Purchaser.
- 4.2 In the event the Purchaser does not provide the Vendor with the Transfer in accordance with clause 4.1, the Purchaser authorises the Vendor to prepare the Transfer at the Purchaser's expense.
- 4.3 The Vendor must notify the Purchaser at least two (2) business days before the Settlement Date of the details of any bank cheques required at Settlement Date.

INITIALS

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Contract: Terms and Conditions



4.4 In the event the Vendor fails to notify the Purchaser in accordance with clause 4.3, the Purchaser must tender the total amount due to the Vendor at Settlement.

5. Settlement

- 5.1 Unless otherwise agreed, Settlement must occur in accordance with Clause 24 on the Settlement Date.
- 5.2 At or before Settlement (provided the Purchaser has complied with its obligations under this Agreement), the Vendor must hand to the Purchaser the duly executed Transfer and any other documents required to transfer title to the Property to the Purchaser.
- 5.3 All Outgoings and Income will be adjusted to midnight of the day prior to the Settlement Date.
- 5.4 For the purposes of clause 5.3, the following method of adjustment will apply (as applicable):
- 5.4.1 the current annual water allowance and the water consumed by the Vendor during the current water consumption year will be calculated on a daily basis. Any water consumed in excess of the allowance prior to the Settlement Date is to be adjusted, either before or as soon as possible after the Settlement Date, at the price of water for the current year;
- 5.4.2 land tax will be adjusted on a single holding basis;
- 5.4.3 if the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, then clause 8 applies.
- 5.4.4 Any adjustment between Vendor and Purchaser is to be calculated on a single holding basis, unaffected by any increase in the rate of tax resulting from the Vendor's other land holdings or the Vendor's form of ownership in accordance with the *Land Tax Act 1936* (as amended), including without limitation any increase related to aggregated land holdings or trust surcharges.
- 5.4.5 The Vendor acknowledges and agrees that it will not cancel any beneficiary nominations made for a trust that owns the Land between the Settlement Date and 30 June of that same financial year if such cancellation would have the effect of increasing the land tax payable by the Purchaser.
- 5.4.6 If the registered owner of the Land has died prior to 30 June and the Vendor has the benefit of a principal place of residence land tax exemption for the Land which continues into the next financial year following such death, then:
- (a) the Purchaser may request the Vendor provide proof that it has complied with Regulation 4 of the Land Tax Regulations 2010 (as amended); and
- (b) the Purchaser may request from the Vendor proof of any relief granted by the Commissioner to the Vendor on account of land tax assessment relating to any financial year after the date of death, failing which the Purchaser may apply to the Commissioner to review the Vendor's principal place of residence exemption on land tax for the period prior to settlement and the parties shall adjust land tax based on the Commissioner's response.
- 5.4.7 In the event that the Vendor disputes any rates, taxes or levies relating to the Land and has lodged an objection with the Valuer-General of South Australia prior to the Settlement Date, then the parties acknowledge and agree that:
- (a) the Vendor must continue to pay all rates, taxes and levies as they fall due until settlement as if no objection was lodged; and
- (b) the Vendor may retain the right and control of continuing such objection after settlement (only as it relates to the period prior to settlement) and if after the Settlement Date the objection results in an amendment to the amount of rates, taxes or levies payable for the Land, then the parties shall re-adjust such rates, taxes or levies in accordance with this clause 5.4 within 10 Business Days.
- 5.5 If the Vendor incurs any cost in complying with a statutory requirement (which it did not have notice of prior to entering into this Agreement) between the date of this Agreement and the Settlement Date, the Purchaser must pay the Vendor that amount on Settlement.
- 5.6 The parties may settle under protest if there is a dispute in respect of amounts payable under this Agreement and Settlement will not in any way constitute a waiver of the rights of either party.

6. Vacant Possession

- 6.1 Subject to any Tenancies, the Vendor will provide the Purchaser with vacant possession at Settlement.
- 6.2 For the purposes of clause 6.1, providing vacant possession includes, but is not limited to:
- 6.2.1 the removal of the Excluded Chattels and making good any damage arising from that removal;
- 6.2.2 giving possession of the Included Chattels free of any debt or encumbrance;
- 6.2.3 delivering all keys and security devices to the Property to the Purchaser.

7. Title and Risk

- 7.1 Subject to clause 7.2, from the date of this Agreement the Property shall be at the risk of the Purchaser;
- 7.2 the Vendor must use the Property with all reasonable care so as to maintain its current state of repair and condition, fair wear and tear excluded.
- 7.3 The Certificate of Title will be conclusive evidence of the Vendor's title.

8. Strata and Community Title

If the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, the following provisions apply:

- 8.1 The following further adjustments between the parties shall be made:
- 8.1.1 if, at the Settlement Date, the Vendor has paid any monies to a fund or funds established under section 27 of the Strata Titles Act 1988 or Section 6 of the Community Titles Act 1996, before the due date for payment, the total amount of the pre-payment will be adjusted and paid by the Purchaser to the Vendor at Settlement; and
- 8.1.2 if there is no such fund or funds or there is a deficiency to meet the reasonably ascertainable outstanding current liabilities, or if the Vendor is in default in the payment to the Strata or Community Title Corporation, the proportion of the deficiency applicable to the Property or the amount by which the Vendor is in default (as the case may be) shall be adjusted and paid by the Vendor to the Purchaser at Settlement.
- 8.2 The Vendor declares that, to its best knowledge, and except as shown in Item 14 of the Schedule, there is presently no breach of the Strata Titles Act 1988, or the Articles of the Strata Corporation, or the Community Titles Act 1996, or the by-laws of the corporations.
- 8.3 The Vendor will use its best endeavours to obtain from the Strata or Community Title Corporation and give to the Purchaser, at least fourteen (14) days before the Settlement Date, copies of the documents which must be supplied to the Vendor by a Strata Corporation pursuant to section 41 of the Strata Titles Act 1988 or by a Community Title Corporation pursuant to section 139 of the Community Titles Act 1996 and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

INITIALS

Initials not required if using electronic signature

Contract: Terms and Conditions



- 8.4 If requested by the Purchaser in writing, the Vendor will apply to the Secretary of the Strata or Community Title Corporation to authorise the Purchaser to inspect the records of the Corporation in accordance with the provisions of section 41 of the Strata Titles Act 1988 or section 139 of the Community Titles Act 1996 as the case may be, and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

9. Misdescription

Subject to any applicable laws, this Agreement may not be terminated for any error, omission or misdescription of the Property but either party will be entitled to compensation from the other for any loss or damage arising from the error or misdescription if notified and demanded within fourteen (14) days of Settlement.

10. Vendor Warranties

Except as outlined in the Schedule or the Form 1, the Vendor warrants that, to the best of its knowledge, at the date of this Agreement that:

- 10.1 there are no outstanding matters regarding the repair or erection of a fence between the Property and any adjoining properties under the *Fences Act 1975*;
- 10.2 there are no outstanding demands, orders or requisitions relating to the Property;
- 10.3 there are no proposals for the redirection or alteration of any road adjoining the Property that would materially affect the value or use of the Property;
- 10.4 there are no amounts owing to any authority for any works performed by that authority in respect of the Property;
- 10.5 where there is a pool on the Property, that unless specified in Item 17 of the Schedule, the pool complies with all relevant safety requirements as specified in relevant legislation, regulations and standards governing pool safety;
- 10.6 since becoming the registered proprietor of the Property, no unapproved building work has been carried out on the Property.

11. Boundaries

The Vendor does not warrant that:

- 11.1 there are no fences, buildings or improvements which are not on or within the boundaries of the Property;
- 11.2 there are no improvements or fixtures upon adjoining land encroaching on the Property;
- 11.3 there are no improvements or fixtures on the Property encroaching on adjoining land.

12. Works

Before Settlement, the Vendor will carry out the Works (if any).

13. Further Terms

- 13.1 The parties agree to comply with the Further Terms (if any).
- 13.2 In the case of inconsistency between these terms and conditions and the Further Terms, the Further Terms shall apply to the extent of any inconsistency.

14. Special Conditions

- 14.1 This Agreement is subject to the satisfaction of the Special Conditions (if any).
- 14.2 The party required to satisfy a Special Condition must use its best endeavours to do so on or before the date specified in that Special Condition (or if not specified, within twenty one (21) days of the date of this Agreement).
- 14.3 If a party fails to satisfy a Special Condition then:
- 14.3.1 if the party required to satisfy the Special Condition complies with clause 14.2 and such other terms and conditions as specified in the Special Condition, then either party may terminate this Agreement upon written notice to the other party; or
- 14.3.2 if the party required to satisfy the Special Condition fails to comply with clause 14.2, or is otherwise in breach of such other terms and conditions specified in the Special Condition, then such an event will be deemed a default under this Agreement and:
- (a) if the Purchaser is in default, clauses 15.3 and 15.4 will apply; or
- (b) if the Vendor is in default, clauses 16.1 and 16.2 will apply.
- 14.4 If this Agreement is terminated pursuant to clause 14.3.1, then any monies paid by or on behalf of the relevant party under this Agreement shall be refunded to that party.
- 14.5 If this Agreement is terminated pursuant to, or as a result of clause 14.3.2 then:
- 14.5.1 if the Purchaser is in default, clauses 15.10 and 15.11 will apply; or
- 14.5.2 if the Vendor is in default, clause 16.2 will apply

15. Purchaser's Default

- 15.1 If for any reason whatsoever, except for the neglect or default of the Vendor, Settlement does not occur on the Settlement Date (or some other date as agreed in writing between the parties), the Purchaser must pay interest on the total Purchase Price (less any deposit paid) from the Settlement Date until the earlier of the date full payment is made or the date of termination, at the Default Rate.
- 15.2 The payment of interest under clause 15.1 shall be in addition to, and without prejudice to any other rights or remedies the Vendor has by reason of the Purchaser's default.
- 15.3 Without prejudice to any other rights, if the Purchaser fails to pay the Deposit or any part of the Deposit, or otherwise fails to observe or perform any obligations imposed on the Purchaser under this Agreement prior to the Settlement Date (or such other date as specified), the Vendor may give the Purchaser written notice requiring the Purchaser to remedy the default ("Notice of Default") within three (3) business days of the date of the Notice of Default. If the Purchaser fails to remedy the default within the time specified in the Notice of Default, the Agreement will automatically terminate at the expiration of that period unless the Vendor withdraws the notice in writing.
- 15.4 A Notice of Default under clause 15.3:
- 15.4.1 may be given at any time after the occurrence of the default;
- 15.4.2 must state that unless the default identified in the Notice of Default is remedied within the time specified, this Agreement will automatically terminate.
- 15.5 If the Purchaser fails to complete Settlement on the Settlement Date and does not settle within three (3) business days from the Settlement Date, the Vendor may provide the Purchaser with a notice to complete settlement ("Notice of Completion").
- 15.6 The Notice of Completion must appoint a time for Settlement (with a minimum ten (10) business days notice) and require the Purchaser to settle at the time provided in the Notice of Completion.

INITIALS

Initials not required if using electronic signature

Contract: Terms and Conditions



- 15.7 If the Purchaser does not comply with the Notice of Completion, the Vendor may terminate this Agreement by further written notice to the Purchaser without prejudice to any of its other rights.
- 15.8 A Notice of Completion can be given more than once.
- 15.9 The Vendor may, but is not obliged to, waive its right to a re-adjustment of Outgoings if Settlement is postponed due to the Purchaser's default.
- 15.10 If this Agreement is terminated in accordance with this clause 15, the Vendor may retain the Deposit and (at the Vendor's option):
- 15.10.1 retain the Property; or
- 15.10.2 resell the Property; and
- in either event sue the Purchaser for damages for breach of contract.
- 15.11 If the Vendor elects to resell the Property pursuant to clause 15.10.2, then:
- 15.11.1 the Purchaser will forthwith be required to pay to the Vendor:
- (a) any deficiency between the Purchase Price and the price obtained upon reselling the Property; and
- (b) all costs, expenses and fees associated with or arising from the resale, by way of liquidated damages (the Purchaser receiving credit for any Deposit); and
- 15.11.2 the Vendor will be entitled to any surplus of the sale price over the Purchase Price.
- 15.12 The Vendor is not required to tender a Transfer before exercising any of its rights under this clause 15.
- 15.13 If the Settlement Date is postponed, all Income from the Property shall be readjusted as at midnight on the day preceding Settlement, but Outgoings shall remain adjusted to the Settlement Date.

16. Vendor's Default

- 16.1 Without prejudice to any other rights, if the Vendor is in breach of this Agreement, the Purchaser must give the Vendor written notice to remedy the default within three (3) business days of service of the notice.
- 16.2 Where the Vendor fails to comply with that notice, the Purchaser may:
- 16.2.1 terminate this Agreement by further written notice in which case all monies paid by the Purchaser must be refunded by the Vendor forthwith; or
- 16.2.2 postpone the Settlement Date until such time as the breach is remedied in which case the Vendor will pay to the Purchaser (at the Purchaser's absolute discretion):
- (a) interest at the Default Rate on the full Purchase Price from the Settlement Date to the date when the breach ceases and is notified to the Purchaser; or
- (b) the amount of the actual damage suffered by the Purchaser.
- 16.3 If the Settlement Date is postponed, all Outgoings from the Property shall be readjusted to midnight on the day preceding Settlement, but Income remains adjusted to the Settlement Date.

17. Time

Time is of the essence in respect of any obligation under clauses 15, 16, 24 and 25.

18. Goods and Services Tax (GST)

If the Vendor and Purchaser acknowledge that GST applies to any supply made under or in connection with this Agreement by the Vendor, then it applies in accordance with the GST Annexure to this Agreement.

19. Miscellaneous

- 19.1 Notices under this Agreement:
- 19.1.1 must be in writing and signed by the party giving notice, or its authorised agent;
- 19.1.2 may be served:
- (a) by being left at the last known residence or place of business of the intended recipient; or
- (b) by being sent by ordinary post in a pre-paid envelope to the address of the party set out in this Agreement;
- (c) by email to the email address of a party or a party's representative as provided in this Agreement.
- 19.1.3 will be deemed served if posted in accordance with clause 19.1.2(b), two (2) business days after posting or if by email then at the time of sending the email; and
- 19.1.4 will be deemed sufficiently served if served in accordance with this clause on one of several persons comprising the Vendor or the Purchaser.
- 19.1.5 either party may charge the other party for its reasonable costs for preparing and serving any Default Notice or Notice to Complete under this Agreement up to a maximum amount of \$700 (exclusive of GST) per notice together with any incidental out of pocket costs reasonably incurred (including the costs of service), and any amount so charged must be paid at Settlement or on termination of this Agreement.
- 19.2 No Merger
The provisions of this Agreement shall not merge upon Settlement.
- 19.3 Cheques
- 19.3.1 The Deposit may be paid by cheque but if it is not honoured on presentation, the Purchaser shall immediately and without notice be in default.
- 19.3.2 Any other payment due under this Agreement shall be made either in cash, by bank cheque or electronic transfer of funds to the Parties nominated bank account
- 19.4 Costs
The costs of and incidental to the preparation of the Transfer (but not of any document needed to clear the title of the Vendor to the Property) and all stamp duty, registration fees and Government fees, duties and all disbursements in respect of those documents and this Agreement must be paid by the Purchaser.
- 19.5 Date of this Agreement
The date of this Agreement is the date on which the last of the parties executes it.
- 19.6 Legal Capacity of Purchaser
- 19.6.1 The Purchaser warrants that each natural person included in the description of the Purchaser has full legal capacity.
- 19.6.2 The Purchaser further warrants that it is not (except as set out in any Special Condition) required to seek approval for purchase under the Foreign Acquisitions and Takeovers Act 1975 as amended and any breach of this clause entitles the Vendor to terminate.

INITIALS

Initials not required if using electronic signature

Contract: Terms and Conditions



20. Privacy Act 1988

- 20.1 The parties agree and acknowledge that the Agent uses personal information collected from the Purchaser and Vendor to act as the Vendor's agent and to perform their obligations under this Agreement.
- 20.2 The Agent may disclose this information to other parties including conveyancers, connection services, legal advisers, financial institutions and government bodies.
- 20.3 The Agent will only disclose information in the way described in clause 20.2 as required to perform its duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.
- 20.4 If the Vendor or Purchaser would like to access this information or correct or update this information, they can do so by contacting the Agent at the address and telephone number provided in this Agreement.

21. Other Conditions

This Agreement includes other terms and conditions as specified in or attached to this Agreement (including Annexures).

22. Governing Law

This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of South Australia.

23. General

If any provision of this Agreement shall be found by a Court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

24. eConveyancing Conditions

- 24.1 If each party is or has engaged an Australian Legal Practitioner and/or Licensed Conveyancer (Legal Representative), the parties agree that Settlement will take place using an Electronic Lodgement Network (Electronic Conveyancing), in accordance with the *Electronic Conveyancing National Law (South Australia) Act 2013 (ECNL)*, and Participation Rules for Electronic Conveyancing determined by the Registrar-General in accordance with Section 23 of the ECNL (**Participation Rules**) unless:
 - 24.1.1 Lodgement of instruments under this Agreement (in whole or in part) are not eligible to be lodged electronically in accordance with the ECNL and the Participation Rules, or any other directions or requirements issued from time to time by the Registrar General or the Land Registry;
 - 24.1.2 Either party gives a valid notice that Settlement will not be completed by Electronic Conveyancing.
- 24.2 The parties acknowledge and agree that it is the Purchaser's right to nominate an approved ELNO for the purpose of carrying out an Electronic Conveyance pursuant to this Agreement, and the Vendor agrees to accept and use the same ELNO in circumstances where:
 - 24.2.1 the settlement under this Agreement must be an Electronic Conveyance; and
 - 24.2.2 the Participation Rules do not permit interoperability between two or more approved ELNOs.
- 24.3 To the extent the Participation Rules and the Operating Requirements determined by the Registrar-General in accordance with Section 22 of the ECNL (**Operating Requirements**) permit interoperability between two or more ELNOs, then either party may select and use their own approved ELNO for the Electronic Conveyance.
- 24.4 To the extent the Participation Rules and Operating Requirements do not permit interoperability between two or more ELNOs:
 - 24.4.1 the Purchaser shall nominate an approved ELNO within 10 Business Days of the date of this Agreement or within 2 Business Days of receiving a request from the Vendor as to the ELNO nomination; and
 - 24.4.2 failing the Purchaser making a nomination within such 2 Business Day period of receiving the Vendor's request then the Vendor may nominate an approved ELNO for the purpose of carrying out an Electronic Conveyance pursuant to this Contract.
- 24.5 The Vendor must within 14 Business Days of the date of this Agreement:
 - 24.5.1 create an Electronic Workspace;
 - 24.5.2 populate the Electronic Workspace with the details of the Property and other required particulars relating to the sale of the Property; and
 - 24.5.3 invite the Purchaser and the Vendor's mortgagee (if any) to join the Electronic Workspace.
- 24.6 The Purchaser must:
 - 24.6.1 accept the Vendor's invitation to join the Electronic Workspace within 2 Business Days of receipt of the invitation;
 - 24.6.2 populate the Electronic Workspace with the required particulars relating to the sale of the Property; and
 - 24.6.3 invite the Purchaser's mortgagee (if any) to join the Electronic Workspace.
- 24.7 If the Vendor does not comply with clause 24.5 the Purchaser may:
 - 24.7.1 create an Electronic Workspace;
 - 24.7.2 populate the Electronic Workspace with the details of the Property and other required particulars relating to the sale of the Property; and
 - 24.7.3 invite the Vendor and the Purchaser's mortgagee (if any) to join the Electronic Workspace; and
 - 24.7.3 the Vendor must:
 - (a) accept the Purchaser's invitation to join the Electronic Workspace within 2 Business Days of receipt of the invitation;
 - (b) populate the Electronic Workspace with the required particulars relating to the sale of the Property; and
 - (c) invite the Vendor's mortgagee (if any) to join the Electronic Workspace.
- 24.8 The Electronic Workspace is an electronic address for the service of notices and for written communications for the purposes of the ECNL and any electronic transaction legislation.
- 24.9 Settlement occurs under this clause 24 when the Electronic Workspace records that:
 - 24.9.1 The exchange of funds between financial institutions in accordance with the instructions of the parties has occurred; or
 - 24.9.2 If there is no exchange of funds or other value, the documents necessary to enable the Purchaser to become the registered proprietor of the Land have been accepted by the Registrar General for electronic lodgement.
- 24.10 The parties must agree in writing on a method, time and place for delivery or exchange of any documents relating to the sale that cannot be delivered or exchanged using the Electronic Workspace. If the parties cannot agree, the party who holds the documents holds them in escrow for the benefit of the party who is entitled to them and the party holding the documents must deliver the documents as reasonably directed by the person entitled to them immediately after Settlement.

INITIALS

Initials not required if using electronic signature

Contract: Terms and Conditions



24.11 If by reason of an electronic or computer system failure of any of the Land Registry, the Reserve Bank of Australia or the ELNO Settlement does not occur on the Settlement Date, the failure to settle does not constitute a breach or default by either party under this Agreement, and the parties will do all things reasonably necessary to complete settlement as an Electronic Conveyance on the next Business Day or such other date as the parties may agree or if Settlement is not able to be completed as an Electronic Settlement by reason of the failure of the electronic or computer systems of the Land Registry and only if the Electronic Workspace allows, the parties by agreement may elect to proceed with a financial settlement notwithstanding that settlement cannot be completed as an Electronic Conveyance, and do all other things necessary to complete Settlement.

25. Commonwealth Reporting

25.1 Reportable Transactions

The parties acknowledge and agree that:

- 25.1.1 the transactions contemplated by this Contract, including without limitation the Transfer, may constitute a reportable transaction pursuant to Section 396 of the Tax Act (Reportable Transaction); and
- 25.1.2 to the extent this Contract contains Reportable Transactions, the parties agree to promptly comply with any State or Commonwealth requirements relating to the Reportable Transactions and to direct and authorise their respective conveyancing practitioners to do the same.

25.2 Creation of RevenueSA Workspace

25.2.1 The Purchaser must at least 7 Business Days prior to the Settlement Date:

- (a) create a RevenueSA Workspace;
- (b) populate the RevenueSA Workspace with sufficient details of the Land, this Contract, the Purchaser and other particulars that may be required for the relevant Reportable Transaction; and
- (c) invite the Vendor to join the RevenueSA Workspace.

25.2.2 The Vendor must at least 1 Business Days prior to the Settlement Date:

- (a) create a RevenueSA Workspace;
- (b) accept the Purchaser's invitation to join the RevenueSA Workspace; and
- (c) populate the RevenueSA Workspace with sufficient details of the Land, this Contract, the Vendor and other particulars that may be required for the relevant Reportable Transaction.

25.2.3 Provided the Purchaser has complied with its obligations under clause 25.2.1, if the Vendor does not comply with clause 25.2.2 the Purchaser may at any time before settlement:

- (a) populate the RevenueSA Workspace with sufficient details of the Vendor and other particulars that may be required for the relevant Reportable Transaction and proceed with settlement on the Settlement Date; or
- (b) if the Purchaser is unable to settle by the Settlement Date for any reason relating to the Vendor's non-compliance with clause 25.2.2, the Purchaser may extend the Settlement Date without penalty for up to 5 Business Days.

26. Electronic Communications

The parties to this contract each consent to either of them or their representatives signing the contract and any notices or documents under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this contract and any notices or documents under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

INITIALS

Initials not required if using electronic signature

Contract: Execution



EXECUTED AS AN AGREEMENT

Signed by or on behalf of Purchaser 1
Purchaser Name

DocuSigned by:
Timothy John Ellis Date: 7/11/2022 | 5:01 PM ACDT
117E6A7F8D3040E...
Timothy John Ellis

in the presence of:
Witness Name

Date:

Signed by or on behalf of Purchaser 2
Purchaser Name

DocuSigned by:
Kate Janet-Louisa Kaimanu Ellis Date: 7/11/2022 | 5:02 PM ACDT
71B13B24894D45C...
Kate Janet-Louisa Kaimanu Ellis

in the presence of:
Witness Name

Date:

Signed by or on behalf of Purchaser 3
Purchaser Name

Date:

in the presence of:
Witness Name

Date:

Signed by or on behalf of Purchaser 4
Purchaser Name

Date:

in the presence of:
Witness Name

Date:

INITIALS
Initials not required if using electronic signature

Contract: Execution Page



EXECUTED AS AN AGREEMENT

Signed by or on behalf of Vendor 1
Vendor Name

DocuSigned by:

58DC401270AB4CB...

Date: 7/11/2022 | 6:00 PM ACDT

Stanko Sarac

in the presence of:
Witness Name

Date:

Signed by or on behalf of Vendor 2
Vendor Name

DocuSigned by:

C8BD2FAC16F84E6...

Date: 7/11/2022 | 6:07 PM ACDT

Kaarina Synnove Sarac

in the presence of:
Witness Name

Date:

Signed by or on behalf of Vendor 3
Vendor Name

Date:

in the presence of:
Witness Name

Date:

Signed by or on behalf of Vendor 4
Vendor Name

Date:

in the presence of:
Witness Name

Date:

Vendor / Purchaser Please Note:

1. REISA recommends that you should not sign any document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

AUCTION CONDITIONS

Applicable Not Applicable

The Conditions of Sale of Real Property by Public Auction of the Real Estate Institute of South Australia exhibited prior to the Auction shall apply to the Agreement. If sold by auction then the deposit of 10% of the Purchase Price (or such other amount determined by the auctioneer or Agent prior to the auction and advised by the Purchaser prior to the auction) is payable immediately upon the highest successful acceptance of the bid above the reserve.

Note: There is no "cooling-off" period under the Act for sale under auction conditions or if the Purchaser waives the right to "cool-off" by obtaining independent legal advice and delivering a Certificate (section 5 of the Act) to the Agent.

INITIALS

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Product Register Search (CT 5266/205)
 Date/Time 12/10/2022 11:38AM
 Customer Reference Sarac
 Order ID 20221012003451

REAL PROPERTY ACT, 1886



The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Certificate of Title - Volume 5266 Folio 205

Parent Title(s) CT 5043/519, CT 5043/522
 Creating Dealing(s) AP 7870291
 Title Issued 09/05/1995 Edition 9 Edition Issued 03/06/2016

Estate Type

FEE SIMPLE (UNIT)

Registered Proprietor

STANKO SARAC
 KAARINA SYNNOVE SARAC
 OF 11 BENSON STREET SEMAPHORE SA 5019
 AS JOINT TENANTS

Description of Land

UNIT 4 STRATA PLAN 320
 IN THE AREA NAMED JOSLIN
 HUNDRED OF ADELAIDE

Easements

NIL

Schedule of Dealings

Dealing Number	Description
12524263	MORTGAGE TO WESTPAC BANKING CORPORATION (ACN: 007 457 141)

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL

DS TJE DS KJE DS SS DS KSS

STRATA PLAN No 320 INCORPORATED
6 KOOLAMAN STREET JOSLIN 5070

STRATA PLAN

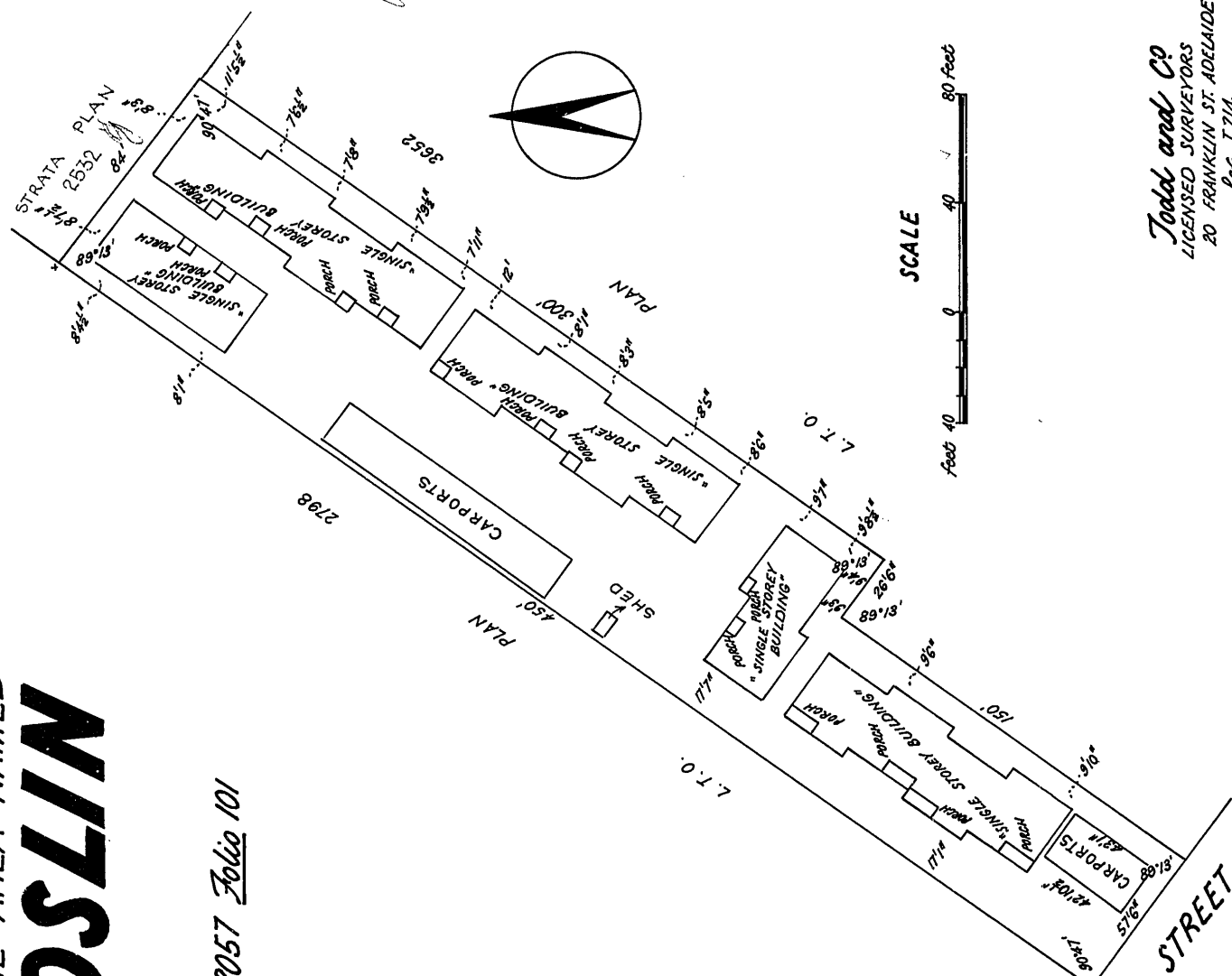
320

1st of 3 SHEETS

PART ALLOTMENT 154 OF L.T.O. PLAN 3652
HUNDRED of ADELAIDE
PART SECTION 281
IN THE AREA NAMED
JOSLIN

Reference - Volume 2057 Folio 101

SITE PLAN



ACCEPTED AND DEPOSITED
Shurway
CHIEF DRAFTSMAN
Pro Registrar-General
15/1/1977

Amendment to Units 1-16 incl.,
Common Property & Schedule of
Unit Entitlement &
Addition of Substitute Sheets
2/3 & 3/3 vide AP 7870291
Pro RG 23.2.95

1. Alan Archibald Thompson, a Licensed Surveyor
within the meaning of the Surveyors Act 1935-1967
do hereby certify

2. That all the Units and Unit Subsidiaries and
all buildings and other structures depicted herein
are fully completed within the boundaries of
the parcel delineated on this Strata Plan.

3. That this Strata Plan represents an
accurate delineation of the Units and Unit
Subsidiaries as constructed or laid out
on the parcel.

4. That this Strata Plan complies with
the requirements of Regulation 19 of the
Real Property Act (Strata Titles) Regulations
1989.

Dated this 16th day of November 1970

Alan Archibald Thompson
Licensed Surveyor

"Draser Services"
PLAN REPRODUCTION
20 FRANKLIN ST. ADELAIDE

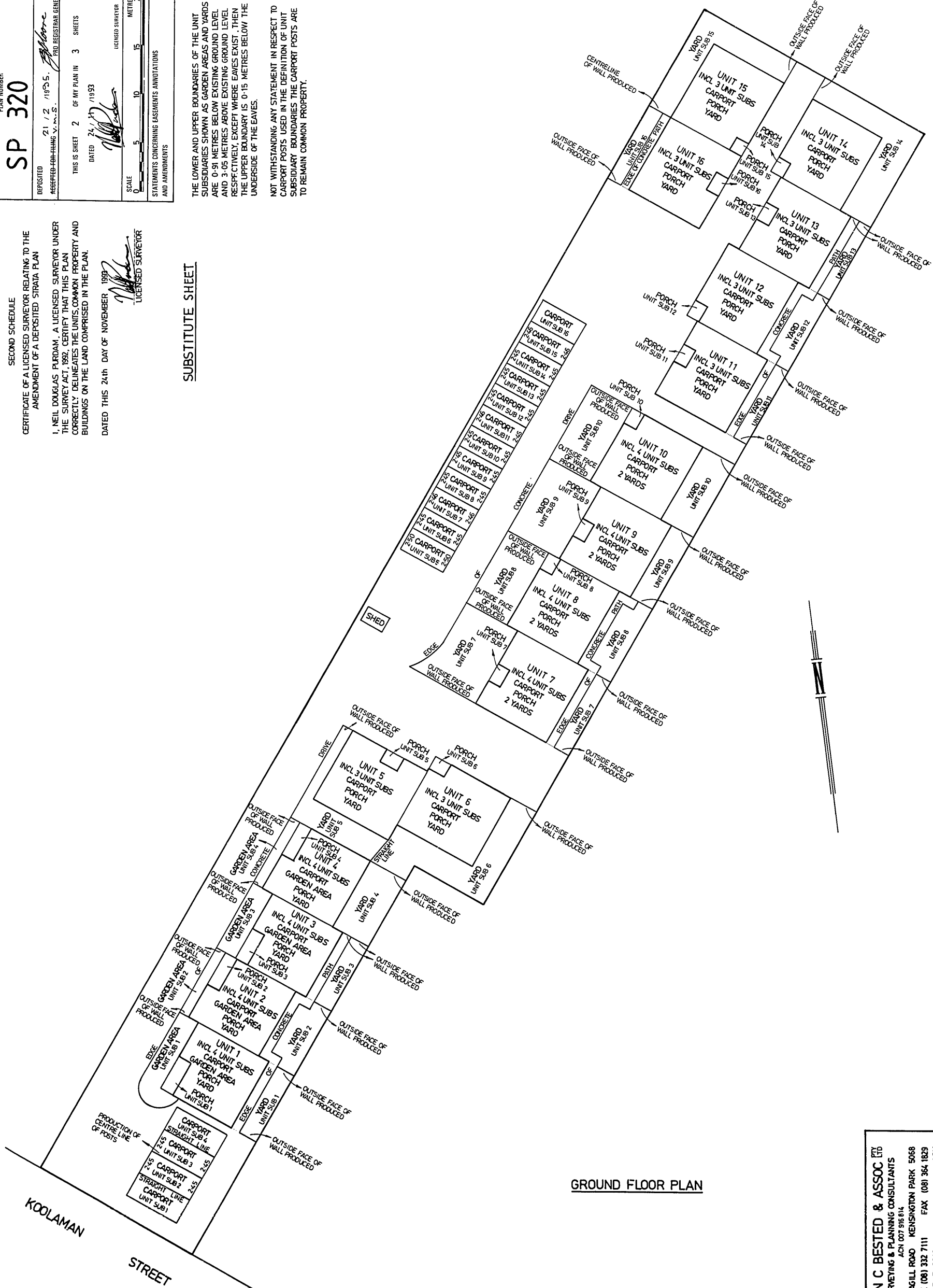
Toal and Co
LICENSED SURVEYORS
20 FRANKLIN ST. ADELAIDE
Pg 1 of 3

SP 320
 PLAN NUMBER
SP 320
 DEPOSITED 21/2/1993
 REGISTERED FOR THE GENERAL REGISTRATION ACT 1988
 THIS IS SHEET 2 OF MY PLAN IN 3 SHEETS
 DATED 24/11/1993
 LICENSED SURVEYOR
 SCALE 0 5 10 15 20 METRES
 STATEMENTS CONCERNING EASEMENTS, ANNOTATIONS AND AMENDMENTS

SECOND SCHEDULE
 CERTIFICATE OF A LICENSED SURVEYOR RELATING TO THE AMENDMENT OF A DEPOSITED STRATA PLAN
 I, NEIL DOUGLAS PLUMMER, A LICENSED SURVEYOR UNDER THE SURVEY ACT, 1992, CERTIFY THAT THIS PLAN CORRECTLY DELINEATES THE UNITS, COMMON PROPERTY AND BUILDINGS ON THE LAND COMPRISED IN THE PLAN.
 DATED THIS 24th DAY OF NOVEMBER 1993
 LICENSED SURVEYOR

SUBSTITUTE SHEET

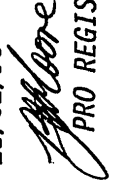
THE LOWER AND UPPER BOUNDARIES OF THE UNIT SUBSIDIARIES SHOWN AS GARDEN AREAS AND YARDS ARE 0.91 METRES BELOW EXISTING GROUND LEVEL AND 3.05 METRES ABOVE EXISTING GROUND LEVEL RESPECTIVELY, EXCEPT WHERE EAVES EXIST. THEN THE UPPER BOUNDARY IS 0.15 METRES BELOW THE UNDERSIDE OF THE EAVES.
 NOT WITHSTANDING ANY STATEMENT IN RESPECT TO CARPORT POSTS USED IN THE DEFINITION OF UNIT SUBSIDIARY BOUNDARIES THE CARPORT POSTS ARE TO REMAIN COMMON PROPERTY.



GROUND FLOOR PLAN

JOHN C BESTED & ASSOC LTD
 SURVEYING & PLANNING CONSULTANTS
 ACN 007 916 814
 362 MAGILL ROAD KENSINGTON PARK 5068
 PHONE (08) 332 7111 FAX (08) 364 1829
 REFERENE 7235 ASH

DS TJE DS KJE DS SS DS KSS

<p>Application No. 3166070 AMENDED VIDE AP 7870291</p> <p style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">SUBSTITUTE SHEET</p>	<p>STRATA PLAN NUMBER SP 320</p> <p>DEPOSITED 21/02/95  PRO REGISTRAR-GENERAL</p> <p>THIS IS SHEET 3 OF 3 SHEETS</p>
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SCHEDULE OF UNIT ENTITLEMENTS

UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT	UNIT NO.	UNIT ENTITLEMENT
1	580				
2	580				
3	590				
4	600				
5	650				
6	640				
7	650				
8	640				
9	640				
10	640				
11	640				
12	640				
13	640				
14	620				
15	620				
16	630				
AGGREGATE	10000	AGGREGATE		AGGREGATE	
		AGGREGATE		ROAD OR RESERVE ALLOTMENTS	

SETTLEMENT STATEMENT

Tax invoice in respect of items marked with ‘*’

ABN: 79 642 784 110

Vendors: Kaarina Synnove Sarac and Stanko Sarac
Purchasers: ■ TK ELLIS SMSF PTY LTD
Purchase of Property: Unit 4, 6 Koolman Street, Joslin SA 5070
Settlement Date: 12 December 2022
Adjustment Date: 11 December 2022

Description	Debit	Credit
Purchase Price	\$352,000.00	
Deposit Paid		\$100,000.00
Council Rates ■ \$1,153.00 per annum Adjusted as paid to 30/06/2023 - 365 days Purchaser allows 201 days For period 12/12/2022 to 30/06/2023	\$634.94	
Water & Sewerage \$146.65 per quarter (annual basis) ■ Adjusted as paid to 31/12/2022 Purchaser allows 20 days For period 12/12/2022 to 31/12/2022	\$32.14	
Emergency Services Levy \$94.00 per annum Adjusted as paid to 30/06/2023 - 365 days ■ Purchaser allows 201 days For period 12/12/2022 to 30/06/2023	\$51.76	
Strata/Community Maintenance ■ \$350.00 per quarter (annual basis) Adjusted as paid to 14/01/2023 Purchaser allows 34 days For period 12/12/2022 to 14/01/2023	\$130.41	
Stamp Duty on Transfer	\$13,930.00	
Transfer Registration Fee	\$3,145.50	
PEXA Electronic Settlement Fee	\$123.97	
* Conveyancing Fee (discounted)	\$600.00	
GST	\$60.00	

<p>■ * Statutory enquiries, photocopying, postage & admin costs (discounted)</p> <p>GST</p> <p>Government Searches and Verification of Identity</p> <p>GST</p> <p>Funds Required from Client</p>	<p>\$105.00</p> <p>\$10.50</p> <p>\$0.00</p> <p>\$0.00</p>	<p>\$270,824.22</p>
<p>* Total GST included in this Statement: \$70.50</p>	<p>\$370,824.22</p>	<p>\$370,824.22</p>

E & OE

Kindly deposit the amount of \$270,824.22 into Divine Conveyancing trust account prior to settlement.

Due to cyber security trust account details will be provided via PEXA key.

Please ensure when depositing funds there is sufficient time for the money to clear enabling settlement to proceed.

Please keep this statement for future reference. Any requests for a duplicate of this statement made more than 12 months after settlement, may incur a fee for retrieval costs.

Due Date: 17 Feb 2023

TAX INVOICE

Trustee for TK Ellis Self Managed Super Fund
5 Linfield Ave
BELAIR SA 5052
AUSTRALIAInvoice Number
INV-1253Invoice Date
10 Feb 2023

Description	GST	Amount
For Professional Services including:		
Accounting time completing entry, reconciliations, members statements, financials and tax return for the fund	10%	825.00
Class Super Software costs oncharged	10%	275.00
Audit costs including disbursement to independent auditor	10%	330.00
	Subtotal	1,300.00
	Total GST 10%	130.00
	Invoice Total	1,430.00
	Payments Received	0.00
	Amount Due	\$1,430.00

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

How to Pay

EFT directly into our bank account:
Account: SMSF Australia Pty Ltd
BSB: 065-004 Account No: 1108 1117
Reference: Name and INV-1253Credit card payment via Stripe
VISA or MasterCard Accepted
3% surcharge oncharged

L Kuhn Family Trust t/as STOP LEAK PTY

ABN:50 627 438 469

**27 HUI HUI DRIVE
HAPPY VALLEY SA 5159**

DAMIAN KUHN MOBILE: 0413 561 860

TAX INVOICE

INVOICE NO: 00004264

DATE: 21/12/2022

ORDER NO:

Ellis Real Estate

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	JOB: 4/8 Koolaman st Joslin cut-out and reseal all silicone in shower apply waterproof sealer to walls and floor regROUT sections of shower floor and walls where necessary	\$380.00	\$380.00

SUB TOTAL: \$380.00

PLUS GST: \$38.00

Rec'd to date: \$0.00

BAL DUE: \$418.00

TRADING TERMS 14 DAYS

PLEASE PAY ON INVOICE

BY: 4/01/2023

CUSTOMER ABN

Please return with payment

REMITTANCE ADVICE

STOP LEAK PTY LTD
27 HUI HUI DRIVE
HAPPY VALLEY SA 5159

Invoice Number 00004264	Invoice Date 21/12/2022
Rec'd to date \$0.00	Balance Due \$418.00

Cash Sales

If paying direct into our bank account, please identify whose account you are paying. Our bank details are:
STOP LEAK Pty Ltd BSB:085-741 A/c: 675268478
Note: overdue invoices could incur a 20% debt collectors fee

Invoice Total: **\$418.00**



Income tax 002

Date generated	09 October 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

2 results found - from 09 October 2021 to 09 October 2023 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Mar 2023	28 Feb 2023	Payment received		\$3,518.00	\$0.00
1 Mar 2023	28 Feb 2023	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$3,518.00		\$3,518.00 DR



Activity statement 004

Date generated	09 October 2023
Overdue	\$0.00
Not yet due	\$795.00 DR
Balance	\$795.00 DR

Transactions

5 results found - from 09 October 2021 to 09 October 2023 sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
18 Sep 2023	30 Oct 2023	Original Activity Statement for the period ending 30 Sep 23 - PAYG Instalments	\$795.00		\$795.00 DR
31 Jul 2023	28 Jul 2023	Payment received		\$765.00	\$0.00
12 Jul 2023	28 Jul 2023	Original Activity Statement for the period ending 30 Jun 23 - PAYG Instalments	\$765.00		\$765.00 DR
27 Apr 2023	26 Apr 2023	Payment received		\$765.00	\$0.00
21 Apr 2023	28 Apr 2023	Original Activity Statement for the period ending 31 Mar 23 - PAYG Instalments	\$765.00		\$765.00 DR




PAYG Instalments report 2023

Tax Agent 25957257
Last Updated 30/09/2023

TFN	Client Name	Quarter 1 (\$)	Quarter 2 (\$)	Quarter 3 (\$)	Quarter 4 (\$)	Total Instalment (\$)
470722469	THE TRUSTEE FOR TK ELLIS SELF MANAGED SUPER FUND	Not Applicable	Not Applicable	765.00	765.00	1,530.00

Total No of Clients: 1

 Rollover in completed

SUPER.GEN.RLVR.2 - Rollover Process successful 

Rollover In

Status	Complete
Payment Reference Number	ANZSMSF11000000844
Created Date	08/07/2022 at 8:59 AM
Amount	Full Balance Requested

Class (Receiving) Fund Details

Fund Name	TK Ellis Self Managed Super Fund
ABN	50488034246
Member Name	Timothy John ELLIS

Transferring Fund Details

Fund Name	Retirement Portfolio Service
Fund Type	APRA
Fund ABN	61808189263
Fund USI	MMF2076AU
Member Id	012013242569005

STRATA CORP.00320 INC

ABN: 15165319779

6 KOOLAMAN STREET

JOSLIN SA 5070

Accounts enquiries: (08) 8291 2300

Accounts email: accounts.sa@whittles.com.au

Your account number
TKEL00Date of issue
23 Dec 2022Total amount payable
\$370.00New charges due for payment
15 Jan 2023**TAX INVOICE**TK Ellis SMSF Pty Ltd
5 Linfield Avenue
BELAIR SA 5052Property Address
Unit 4,6 KOOLAMAN STREET
JOSLIN SA 5070Unit number
4Lot number
4

Details	Period	Amount	GST Incl	Received	Total
Admin Fund Contributions	15/01/23 to 14/04/23	370.00	0.00	0.00	370.00
Total levied for all units for this period: \$5920.00					370.00

TOTAL DUE IF PAID BY 15/01/23 (Includes GST of \$0.00)

\$370.00

Interest will be charged on any overdue fees/charges at an annual rate of 15%

DEFT Reference Number
3051826100041Date due
15 Jan 2023Amount due
\$370.00Plan: 000320
Unit: 00004
Account: TKEL00

Registration is required for payments from cheque or savings accounts. Please register at www.deft.com.au. You do not need to re-register if you are already registered for phone payments. Registration is not required for one-off credit card payments. Phone, Direct Debit or Online payments can be made using Visa, Mastercard, American Express or Diners. Surcharges will apply. BPAY payments can be made using Visa or Mastercard. No surcharge will apply and loyalty points may not accrue.

PAYMENT OPTIONS
 Phone
1300 301 090

Call this number to pay by credit card using a land line or mobile phone. Payments by credit cards will attract a surcharge.

 Credit Card
www.deft.com.au
Visit www.deft.com.au to make a secure credit card payment over the Internet. Payments by credit cards will attract a surcharge.
 Direct Debit
www.deft.com.au
Register at www.deft.com.au to setup Biller or Customer initiated direct debit payments from your nominated bank account or credit card.
 BPAY
Biller code: 96503

Contact your financial institution to make a payment from your cheque, savings or credit card. Please use your DEFT Reference number when making your payment.

Australia Post

Present this bill at any Post Office to make cheque or EFTPOS payments.

 Cheque Payable to
DEFT Payment Systems
By post: Send a cheque with this slip by mail to:
DEFT Payment Systems GPO Box 2174 MELBOURNE VIC 3001

*496 305182610 0041

+305182610 0041<

000037000<3+



Australian Government
Commonwealth Superannuation Corporation

Contact: Customer Information Centre

Telephone: 1300 000 377

Reference: 74937576

19 July 2022

MRS K ELLIS
PO BOX 19
MITCHAM SHOPPING CENTRE SA 5062

Dear Mrs Ellis

Your application to transfer your Accumulated transfer amount (Post 1995) from the Public Sector Superannuation Scheme (PSS) to another scheme has been completed.

Your amount is \$26,743.65. It consists of the components shown below:

Transfer amounts Post 1995	\$16,595.68
Super co-contributions	\$10,147.97
Low income super contributions	\$0.00
Superannuation Guarantee Charge payments received	\$0.00

A cheque for the above amount and a Rollover Benefits Statement has been sent to The Trustee for TK Ellis Self Managed Super Fund

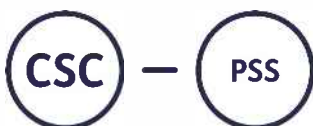
A Rollover Benefits Statement is attached for your reference.

Please refer any queries regarding this rollover to your nominated fund.

The information contained in this letter and any attachments are important and must be retained for taxation purposes. If you have any questions regarding this information please contact us on **1300 000 377**.

Yours sincerely

W Smith
Commonwealth Benefits



**Public Sector
Superannuation
Scheme**

Any financial product advice in this document is general advice only and has been prepared without taking account of your personal objectives, financial situation or needs. Before acting on any such general advice, you should consider the appropriateness of the advice, having regard to your own objectives, financial situation or needs. You may wish to consult a licenced financial advisor. You should obtain a copy of the PSS Product Disclosure Statement and consider its contents before making any decision regarding your super.

Commonwealth Superannuation Corporation (CSC) ABN:48 882 817 243 AFSL: 238069 RSEL: L0001397
Trustee of the Public Sector Superannuation Scheme (PSS) ABN: 74 172 177 893 RSE: R1004595

PHONE
1300 000 377

EMAIL
members@pss.gov.au

FAX
(02) 6275 7010

OVERSEAS CALLERS
+61 2 6192 9503

WEB
www.csc.gov.au

POST
PSS
GPO Box 2252
Canberra ACT 2601



Rollover benefits statement

SECTION A: RECEIVING FUND

1 Australian business number (ABN):	50488034246
2 Fund Name:	The Trustee for TK Ellis Self Managed Super Fund
3 Postal Address:	PO BOX 633 ST AGNES SA 5097
4 Unique superannuation identifier (USI)	
Member client identifier	

SECTION B: MEMBER'S DETAILS

5 Tax file number	360916035		
6 Full name	Title	Mrs	
	Family name	Ellis	
	First given name:	Kate	
	Other given names:	Janet-Louisa	
7 Residential address	5 LINFIELD AVE		
	Suburb/town/locality	State/territory	Postcode:
	BELAIR	SA	5052
	Country		
8 Date of birth	16 August 1978		
9 Sex	F	10 Daytime phone number (include area code)	61491300180
11 Email address	KATE@KATEANDCO.COM.AU		

SECTION C: ROLLOVER TRANSACTION DETAILS

12 Service period start date:	07 September 1998	14 Preservation amounts	
13 Tax components:		Preserved amount	\$ 26,743.65
Tax-free component	\$ 4,249.70	KiwiSaver preserved amount	\$ 0.00
KiwiSaver tax-free component	\$ 0.00	Restricted non-preserved amount	\$ 0.00
Taxable component		Unrestricted non-preserved amount	\$ 0.00
Element taxed in the fund	\$ 22,493.95	Preservation amounts total	\$ 26,743.65
Element untaxed in the fund	\$ 0.00		
Tax components TOTAL	\$ 26,743.65		

SECTION D: Non-complying funds

15 Contributions made to a non-complying fund on or after 10 May 2006	\$ 0.00
--	---------

SECTION E: Transferring fund

16 Fund ABN:	74 172 177 893	18 Contact name:	W Smith
17 Fund name:	Public Sector Superannuation	19 Daytime phone	1300 000 377
		20 Email address:	members@pss.gov.au

SECTION F: Declaration

Trustee, Director or authorised officer declaration
 I declare that the information contained in the statement is true and correct.

Name	A. Young		
Signature of authorised officer:		Date:	19 July 2022



ANZ BUSINESS ESSENTIALS STATEMENT

STATEMENT NUMBER 2
10 JUNE 2022 TO 12 JULY 2022

THE MANAGER
TK ELLIS SELF MANAGED SUPER FUND
5 LINFIELD AVE
BELAIR SA 5052

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

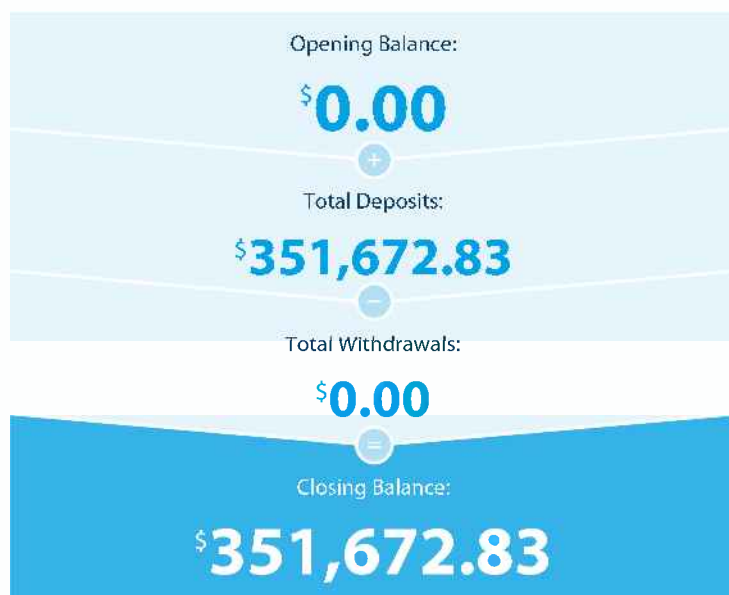
TK ELLIS SMSF PTY LTD ATF TK ELLIS SELF
MANAGED SUPER FUND

Branch Number (BSB)

015-208

Account Number

3268-47594



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 3268-47594

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2022				
10 JUN	OPENING BALANCE			0.00
15 JUN	PAYMENT FROM MAGIC INVESTMENTS (SA) PTY CONTRIBUTION TK ELLIS		5,000.00	5,000.00
21 JUN	PAYMENT FROM ELLIS SUPER CONTRIBUTION		296,122.98	301,122.98
22 JUN	TRANSFER FROM PSSAP REDEMPTION 651279177250622816		4,100.68	305,223.66
28 JUN	PAYMENT FROM TIMOTHY ELLIS TIM-CONTRIBUTION SUPER		10,000.00	315,223.66
28 JUN	PAYMENT FROM TIMOTHY ELLIS KATE-CONTRIBUTION SUPER		10,000.00	325,223.66
30 JUN	CREDIT INTEREST PAID		0.77	325,224.43
07 JUL	TRANSFER FROM ONEPATH CUSTODIA ANZSMSF11000000844		26,448.40	351,672.83
	TOTALS AT END OF PAGE	\$0.00	\$351,672.83	
	TOTALS AT END OF PERIOD	\$0.00	\$351,672.83	\$351,672.83

This Statement Includes

Interest earned on deposits	\$0.77
-----------------------------	--------

Yearly Summary

Previous Year to 30/06/2022 (\$)

Interest earned on deposits	0.77
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Fee Summary

Fees Charged for period: 01 JUN 2022 to 30 JUN 2022

Summary of ANZ Transaction Fees	Transactions		Fee Per Transaction (\$)	Total Charge (\$)
	Total	Free Additional		
Transaction Fees				
EFTPOS/PHONE BANKING WDL	5.00	5.00	0.60	0.00
Total Transaction Fees Charged				\$0.00

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

Please note: Your fee cycle may not always reconcile with your statement cycle. This statement date ends on 12/07/22 and the monthly fee cycle, as appears above, ended on 30/06/22.

ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 3268-47594

Summary of Relationship Benefit for this account	Amount (\$)
Your Relationship Benefit	3.00
This is made up of:	
Value of Free Transactions	3.00

IMPORTANT INFORMATION

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

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

Further information in relation to this product (including details of benefits or fees and charges) is available on request and you can access this information by reviewing the Terms and Conditions, and Fees and Charges brochures which can be found at anz.com or by calling **13 13 14**.

If you have a complaint about an ANZ product or service, please contact us and we will try to resolve the issue as quickly as possible. Our customer complaints guide is available at <https://www.anz.com.au/support/contact-us/compliments-suggestions-complaints/>, alternatively you may wish to:

Call • General enquiries **13 13 14**
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Web: www.afca.org.au

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



ANZ BUSINESS ESSENTIALS STATEMENT

STATEMENT NUMBER 3
12 JULY 2022 TO 12 AUGUST 2022

THE MANAGER
TK ELLIS SELF MANAGED SUPER FUND
5 LINFIELD AVE
BELAIR SA 5052

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

TK ELLIS SMSF PTY LTD ATF TK ELLIS SELF
MANAGED SUPER FUND

Branch Number (BSB)

015-208

Account Number

3268-47594



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 3268-47594

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2022				
12 JUL	OPENING BALANCE			351,672.83
29 JUL	CREDIT INTEREST PAID		2.74	351,675.57
08 AUG	TRANSFER FROM CSC AE00002998		26,743.65	378,419.22
	TOTALS AT END OF PAGE	\$0.00	\$26,746.39	
	TOTALS AT END OF PERIOD	\$0.00	\$26,746.39	\$378,419.22

This Statement Includes

Interest earned on deposits	\$2.74
-----------------------------	--------

Fee Summary

Fees Charged for period: 01 JUL 2022 to 29 JUL 2022

Summary of ANZ Transaction Fees

	Transactions		Fee Per Transaction (\$)	Total Charge (\$)
	Total	Free Additional		
Transaction Fees				
EFTPOS/PHONE BANKING WDL	1.00	1.00	0.60	0.00
Total Transaction Fees Charged				\$0.00

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

Please note: Your fee cycle may not always reconcile with your statement cycle. This statement date ends on 12/08/22 and the monthly fee cycle, as appears above, ended on 29/07/22.

Summary of Relationship Benefit for this account

Amount (\$)

Your Relationship Benefit **0.60**

This is made up of:

Value of Free Transactions 0.60

IMPORTANT INFORMATION

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GPO Box 3,
Melbourne VIC 3001



ANZ BUSINESS ESSENTIALS STATEMENT

STATEMENT NUMBER 4

12 AUGUST 2022 TO 12 SEPTEMBER 2022

THE MANAGER
TK ELLIS SELF MANAGED SUPER FUND
5 LINFIELD AVE
BELAIR SA 5052

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

TK ELLIS SMSF PTY LTD ATF TK ELLIS SELF
MANAGED SUPER FUND

Branch Number (BSB)

015-208

Account Number

3268-47594



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Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 3268-47594

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2022				
12 AUG	OPENING BALANCE			378,419.22
22 AUG	ANZ INTERNET BANKING FUNDS TFER TRANSFER 727618 TO 015208644530488	2,200.00		376,219.22
31 AUG	CREDIT INTEREST PAID		3.34	376,222.56
	TOTALS AT END OF PAGE	\$2,200.00	\$3.34	
	TOTALS AT END OF PERIOD	\$2,200.00	\$3.34	\$376,222.56

This Statement Includes

Interest earned on deposits	\$3.34
-----------------------------	--------

Fee Summary

Fees Charged for period: 30 JUL 2022 to 31 AUG 2022

Summary of ANZ Transaction Fees

	Transactions		Fee Per Transaction (\$)	Total Charge (\$)
	Total	Free Additional		
Transaction Fees				
INTERNET/ONLINE WDL	1.00	1.00	0.60	0.00
EFTPOS/PHONE BANKING WDL	1.00	1.00	0.60	0.00
Total Transaction Fees Charged				\$0.00

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

Please note: Your fee cycle may not always reconcile with your statement cycle. This statement date ends on 12/09/22 and the monthly fee cycle, as appears above, ended on 31/08/22.

Summary of Relationship Benefit for this account

Amount (\$)

Your Relationship Benefit	1.20
----------------------------------	-------------

This is made up of:

Value of Free Transactions	1.20
----------------------------	------

IMPORTANT INFORMATION

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ANZ BUSINESS ESSENTIALS STATEMENT

STATEMENT NUMBER 5

12 SEPTEMBER 2022 TO 12 OCTOBER 2022

THE MANAGER
TK ELLIS SELF MANAGED SUPER FUND
5 LINFIELD AVE
BELAIR SA 5052

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

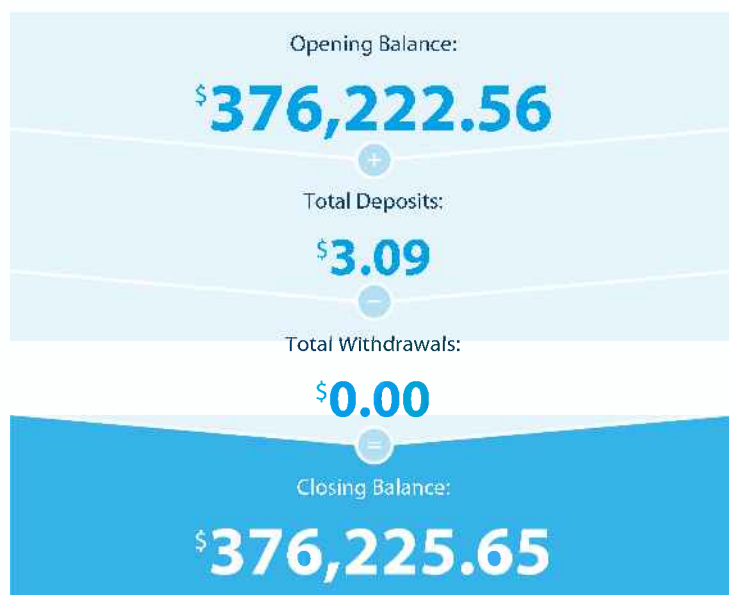
TK ELLIS SMSF PTY LTD ATF TK ELLIS SELF
MANAGED SUPER FUND

Branch Number (BSB)

015-208

Account Number

3268-47594



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Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 3268-47594

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2022				
12 SEP	OPENING BALANCE			376,222.56
30 SEP	CREDIT INTEREST PAID		3.09	376,225.65
	TOTALS AT END OF PAGE	\$0.00	\$3.09	
	TOTALS AT END OF PERIOD	\$0.00	\$3.09	\$376,225.65

This Statement Includes

Interest earned on deposits	\$3.09
-----------------------------	--------

IMPORTANT INFORMATION

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GPO Box 3,
Melbourne VIC 3001



ANZ BUSINESS ESSENTIALS STATEMENT

STATEMENT NUMBER 6

12 OCTOBER 2022 TO 11 NOVEMBER 2022

THE MANAGER
TK ELLIS SELF MANAGED SUPER FUND
5 LINFIELD AVE
BELAIR SA 5052

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

TK ELLIS SMSF PTY LTD ATF TK ELLIS SELF
MANAGED SUPER FUND

Branch Number (BSB)

015-208

Account Number

3268-47594



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 3268-47594

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2022				
12 OCT	OPENING BALANCE			376,225.65
31 OCT	CREDIT INTEREST PAID		3.20	376,228.85
08 NOV	PAYMENT REF PICAUAUX0055337 TO OUWENS C ASSERLY REAL ESTATE TRUST ACCOUNT FEE AU D28	100,028.00		276,200.85
11 NOV	ANZ INTERNET BANKING PAYMENT 411682 TO RICHARD SOLOMON ASSOCIATES PTY	297.00		275,903.85
11 NOV	ANZ INTERNET BANKING BPAY UKAWA P/L T/AS SGU {410435}	330.00		275,573.85
	TOTALS AT END OF PAGE	\$100,655.00	\$3.20	
	TOTALS AT END OF PERIOD	\$100,655.00	\$3.20	\$275,573.85

This Statement Includes

Interest earned on deposits	\$3.20
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ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 3268-47594

IMPORTANT INFORMATION

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ANZ BUSINESS ESSENTIALS STATEMENT

STATEMENT NUMBER 7

11 NOVEMBER 2022 TO 12 DECEMBER 2022

THE MANAGER
TK ELLIS SELF MANAGED SUPER FUND
5 LINFIELD AVE
BELAIR SA 5052

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

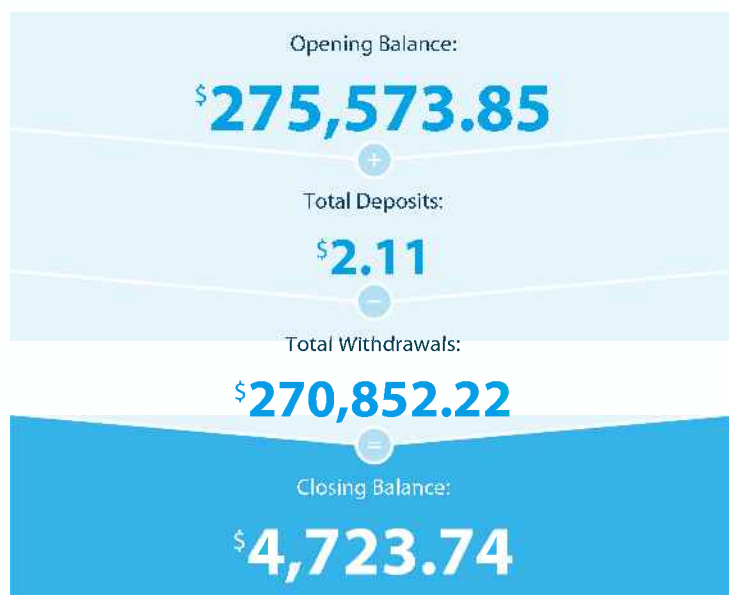
TK ELLIS SMSF PTY LTD ATF TK ELLIS SELF
MANAGED SUPER FUND

Branch Number (BSB)

015-208

Account Number

3268-47594



NEED TO GET IN TOUCH?



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anz.com

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Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 3268-47594

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2022				
11 NOV	OPENING BALANCE			275,573.85
25 NOV	PAYMENT REF PICAUABN0063785 TO DIVINE P TY LTD TRUST ACCOUNT FEE AUD28	270,852.22		4,721.63
30 NOV	CREDIT INTEREST PAID		2.11	4,723.74
	TOTALS AT END OF PAGE	\$270,852.22	\$2.11	
	TOTALS AT END OF PERIOD	\$270,852.22	\$2.11	\$4,723.74

This Statement Includes

Interest earned on deposits	\$2.11
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Fees Charged for period: 01 NOV 2022 to 30 NOV 2022

Summary of ANZ Transaction Fees

	Transactions		Fee Per Transaction (\$)	Total Charge (\$)
	Total	Free Additional		
Transaction Fees				
INTERNET/ONLINE WDL	2.00	2.00	0.60	0.00
EFTPOS/PHONE BANKING WDL	2.00	2.00	0.60	0.00
Total Transaction Fees Charged				\$0.00

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

Please note: Your fee cycle may not always reconcile with your statement cycle. This statement date ends on 12/12/22 and the monthly fee cycle, as appears above, ended on 30/11/22.

Summary of Relationship Benefit for this account Amount (\$)

Your Relationship Benefit **2.40**

This is made up of:

Value of Free Transactions 2.40

IMPORTANT INFORMATION

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ANZ BUSINESS ESSENTIALS STATEMENT

STATEMENT NUMBER 8

12 DECEMBER 2022 TO 12 JANUARY 2023

THE MANAGER
TK ELLIS SELF MANAGED SUPER FUND
5 LINFIELD AVE
BELAIR SA 5052

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

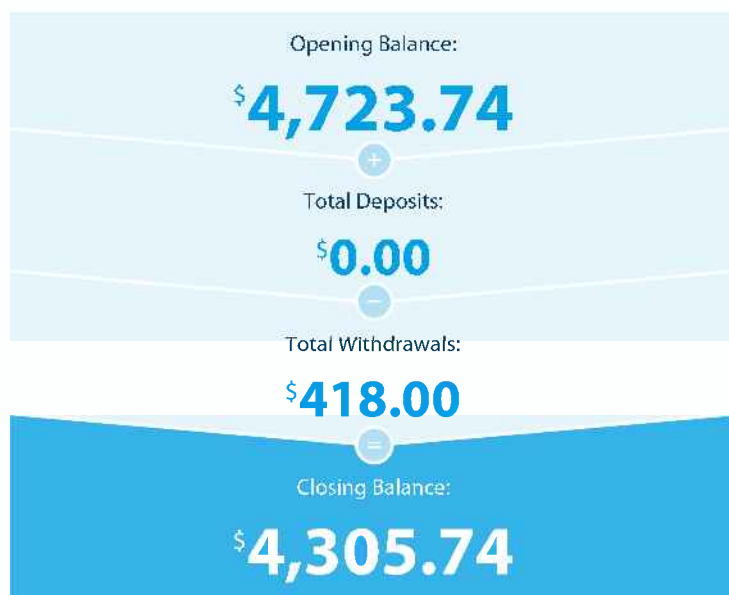
TK ELLIS SMSF PTY LTD ATF TK ELLIS SELF
MANAGED SUPER FUND

Branch Number (BSB)

015-208

Account Number

3268-47594



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Lost/Stolen Cards: 1800 033 844

ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 3268-47594

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2022				
12 DEC	OPENING BALANCE			4,723.74
2023	ANZ INTERNET BANKING PAYMENT 394144			
10 JAN	TO STOP LEAK PTY LTD	418.00		4,305.74
	TOTALS AT END OF PAGE	\$418.00	\$0.00	
	TOTALS AT END OF PERIOD	\$418.00	\$0.00	\$4,305.74

IMPORTANT INFORMATION

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Melbourne VIC 3001



ANZ BUSINESS ESSENTIALS STATEMENT

STATEMENT NUMBER 9

12 JANUARY 2023 TO 10 FEBRUARY 2023

THE MANAGER
TK ELLIS SELF MANAGED SUPER FUND
5 LINFIELD AVE
BELAIR SA 5052

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

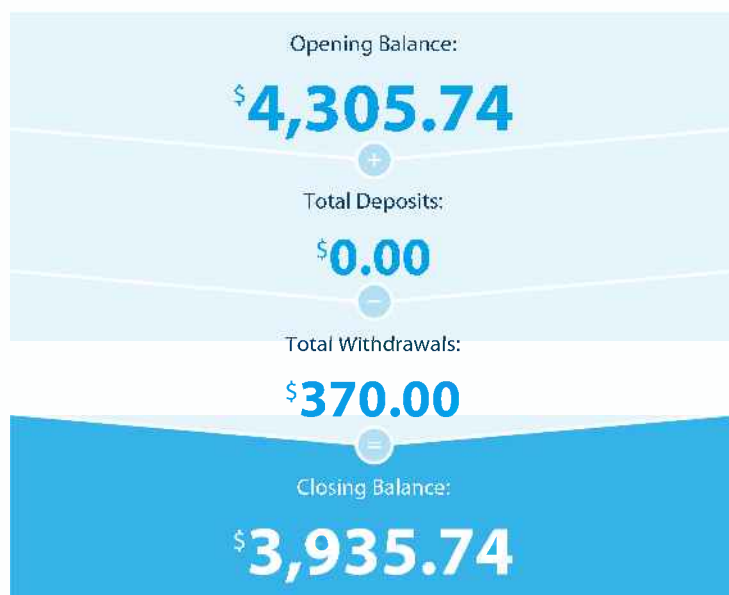
TK ELLIS SMSF PTY LTD ATF TK ELLIS SELF
MANAGED SUPER FUND

Branch Number (BSB)

015-208

Account Number

3268-47594



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Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 3268-47594

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2023				
12 JAN	OPENING BALANCE			4,305.74
18 JAN	ANZ INTERNET BANKING BPAY DEFT PAYMENTS {306319}	370.00		3,935.74
	TOTALS AT END OF PAGE	\$370.00	\$0.00	
	TOTALS AT END OF PERIOD	\$370.00	\$0.00	\$3,935.74

Fee Summary

Fees Charged for period: 31 DEC 2022 to 31 JAN 2023

Summary of ANZ Transaction Fees

	Transactions		Fee Per	Total
	Total	Free	Additional	Transaction
				Charge
			(\$)	(\$)
Transaction Fees				
INTERNET/ONLINE WDL	2.00	2.00	0.60	0.00
Total Transaction Fees Charged				\$0.00

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

Please note: Your fee cycle may not always reconcile with your statement cycle. This statement date ends on 10/02/23 and the monthly fee cycle, as appears above, ended on 31/01/23.

Summary of Relationship Benefit for this account Amount (\$)

Your Relationship Benefit **1.20**

This is made up of:

Value of Free Transactions 1.20

IMPORTANT INFORMATION

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ANZ BUSINESS ESSENTIALS STATEMENT

STATEMENT NUMBER 10

10 FEBRUARY 2023 TO 10 MARCH 2023

THE MANAGER
TK ELLIS SELF MANAGED SUPER FUND
5 LINFIELD AVE
BELAIR SA 5052

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

TK ELLIS SMSF PTY LTD ATF TK ELLIS SELF
MANAGED SUPER FUND

Branch Number (BSB)

015-208

Account Number

3268-47594



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Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 3268-47594

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2023				
10 FEB	OPENING BALANCE			3,935.74
14 FEB	PAYMENT FROM ELLIS REAL ESTAT KOOLAMAN ST RENTAL		12.80	3,948.54
20 FEB	ANZ INTERNET BANKING PAYMENT 551871 TO SMSF AUSTRALIA PTY LTD	1,430.00		2,518.54
28 FEB	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {988207}	3,518.00		999.46DR
28 FEB	PAYMENT FROM ELLIS RE KOOLAMAN ST RENT		1,004.85	5.39
	TOTALS AT END OF PAGE	\$4,948.00	\$1,017.65	
	TOTALS AT END OF PERIOD	\$4,948.00	\$1,017.65	\$5.39

Fee Summary

Fees Charged for period: 01 FEB 2023 to 28 FEB 2023

Summary of ANZ Transaction Fees

	Transactions		Fee Per	Total
	Total	Free	Additional Transaction (\$)	Charge (\$)
Transaction Fees				
INTERNET/ONLINE WDL	4.00	4.00	0.60	0.00
Total Transaction Fees Charged				\$0.00

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

Please note: Your fee cycle may not always reconcile with your statement cycle. This statement date ends on 10/03/23 and the monthly fee cycle, as appears above, ended on 28/02/23.

Summary of Relationship Benefit for this account Amount (\$)

Your Relationship Benefit **2.40**

This is made up of:

Value of Free Transactions 2.40

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ANZ BUSINESS ESSENTIALS STATEMENT

STATEMENT NUMBER 11
10 MARCH 2023 TO 12 APRIL 2023

THE MANAGER
TK ELLIS SELF MANAGED SUPER FUND
5 LINFIELD AVE
BELAIR SA 5052

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

TK ELLIS SMSF PTY LTD ATF TK ELLIS SELF
MANAGED SUPER FUND

Branch Number (BSB)

015-208

Account Number

3268-47594



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ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 3268-47594

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2023				
10 MAR	OPENING BALANCE			5.39
15 MAR	PAYMENT FROM ELLIS REAL ESTAT KOOLAMAN RENT		329.24	334.63
15 MAR	ANZ INTERNET BANKING BPAY ASIC {464288}	59.00		275.63
31 MAR	PAYMENT FROM ELLIS REAL ESTAT KOOLAMAN ST RENT		290.79	566.42
	TOTALS AT END OF PAGE	\$59.00	\$620.03	
	TOTALS AT END OF PERIOD	\$59.00	\$620.03	\$566.42

Fee Summary

Fees Charged for period: 01 MAR 2023 to 31 MAR 2023

Summary of ANZ Transaction Fees

	Transactions		Fee Per	Total
	Total	Free	Additional	Transaction
				Charge
			(\$)	(\$)
Transaction Fees				
INTERNET/ONLINE WDL	3.00	3.00	0.60	0.00
Total Transaction Fees Charged				\$0.00

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

Please note: Your fee cycle may not always reconcile with your statement cycle. This statement date ends on 12/04/23 and the monthly fee cycle, as appears above, ended on 31/03/23.

Summary of Relationship Benefit for this account	Amount (\$)
Your Relationship Benefit	1.80
This is made up of:	
Value of Free Transactions	1.80

IMPORTANT INFORMATION

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ANZ BUSINESS ESSENTIALS STATEMENT

STATEMENT NUMBER 12

12 APRIL 2023 TO 12 MAY 2023

THE MANAGER
TK ELLIS SELF MANAGED SUPER FUND
5 LINFIELD AVE
BELAIR SA 5052

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

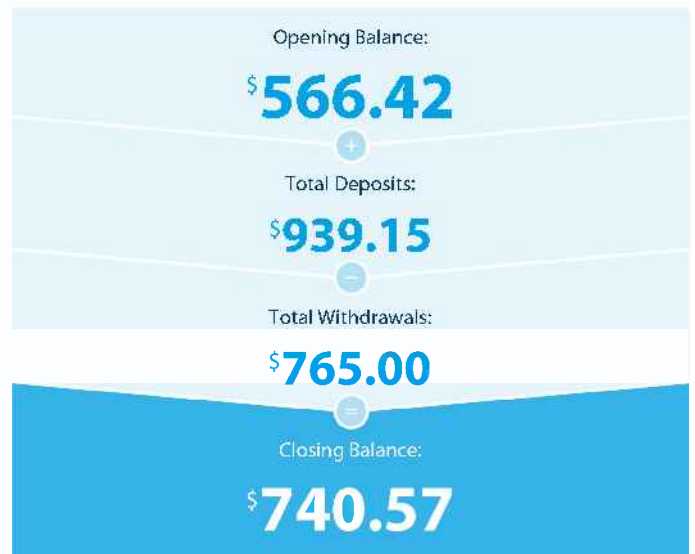
TK ELLIS SMSF PTY LTD ATF TK ELLIS SELF
MANAGED SUPER FUND

Branch Number (BSB)

015-208

Account Number

3268-47594



NEED TO GET IN TOUCH?



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ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 3268-47594

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2023				
12 APR	OPENING BALANCE			566.42
17 APR	PAYMENT FROM ELLIS RE KOOLAMAN ST RENT		673.00	1,239.42
26 APR	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {498259}	765.00		474.42
28 APR	TRANSFER FROM MAPLE LANE PROPE 000GLGK 46KOOL PAY		266.15	740.57
	TOTALS AT END OF PAGE	\$765.00	\$939.15	
	TOTALS AT END OF PERIOD	\$765.00	\$939.15	\$740.57

Fee Summary

Fees Charged for period: 01 APR 2023 to 28 APR 2023

Summary of ANZ Transaction Fees

	Transactions		Fee Per	Total
	Total	Free	Transaction (\$)	Charge (\$)
Transaction Fees				
INTERNET/ONLINE WDL	2.00	2.00	0.60	0.00
EFTPOS/PHONE BANKING WDL	1.00	1.00	0.60	0.00
Total Transaction Fees Charged				\$0.00

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

Please note: Your fee cycle may not always reconcile with your statement cycle. This statement date ends on 12/05/23 and the monthly fee cycle, as appears above, ended on 28/04/23.

Summary of Relationship Benefit for this account

Amount (\$)

Your Relationship Benefit

1.80

This is made up of:

Value of Free Transactions

1.80

ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 3268-47594

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ANZ BUSINESS ESSENTIALS STATEMENT

STATEMENT NUMBER 13
12 MAY 2023 TO 12 JUNE 2023

THE MANAGER
TK ELLIS SELF MANAGED SUPER FUND
5 LINFIELD AVE
BELAIR SA 5052

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Account Details

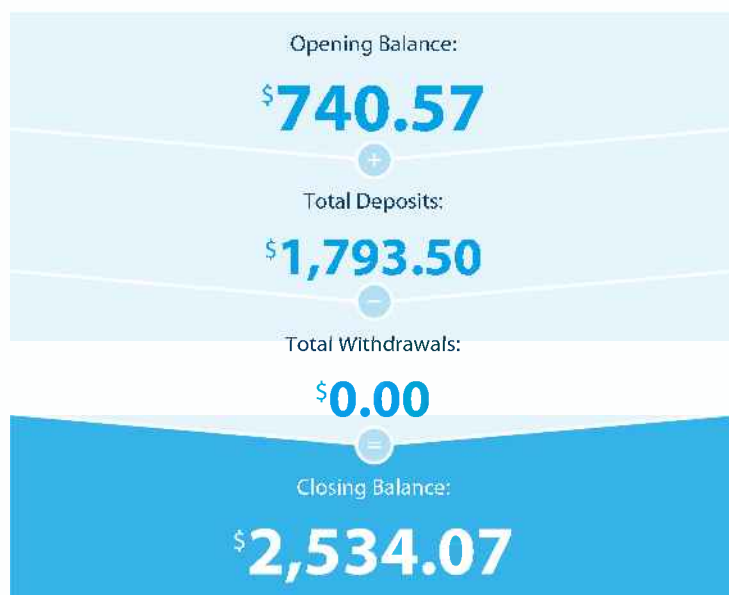
TK ELLIS SMSF PTY LTD ATF TK ELLIS SELF
MANAGED SUPER FUND

Branch Number (BSB)

015-208

Account Number

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ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 3268-47594

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2023				
12 MAY	OPENING BALANCE			740.57
15 MAY	TRANSFER FROM MAPLE LANE PROPE 000H2WT 46KOOL PAY		684.00	1,424.57
16 MAY	PAYMENT FROM ELLIS REAL ESTAT RENT. - KOOLAMAN		331.00	1,755.57
31 MAY	TRANSFER FROM MAPLE LANE PROPE 000HNDW 46KOOL PAY		778.50	2,534.07
	TOTALS AT END OF PAGE	\$0.00	\$1,793.50	
	TOTALS AT END OF PERIOD	\$0.00	\$1,793.50	\$2,534.07

Fee Summary

Fees Charged for period: 29 APR 2023 to 31 MAY 2023

Summary of ANZ Transaction Fees

	Transactions		Fee Per	Total
	Total	Free	Additional	Transaction
				Charge
			(\$)	(\$)
Transaction Fees				
INTERNET/ONLINE WDL	1.00	1.00	0.60	0.00
EFTPOS/PHONE BANKING WDL	2.00	2.00	0.60	0.00
Total Transaction Fees Charged				\$0.00

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

Please note: Your fee cycle may not always reconcile with your statement cycle. This statement date ends on 12/06/23 and the monthly fee cycle, as appears above, ended on 31/05/23.

Summary of Relationship Benefit for this account

Amount (\$)

Your Relationship Benefit **1.80**

This is made up of:

Value of Free Transactions **1.80**

IMPORTANT INFORMATION

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

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

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- us:**
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Online: Email: info@afca.org.au
Web: www.afca.org.au

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



ANZ BUSINESS ESSENTIALS STATEMENT

STATEMENT NUMBER 14
12 JUNE 2023 TO 12 JULY 2023

THE MANAGER
TK ELLIS SELF MANAGED SUPER FUND
5 LINFIELD AVE
BELAIR SA 5052

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

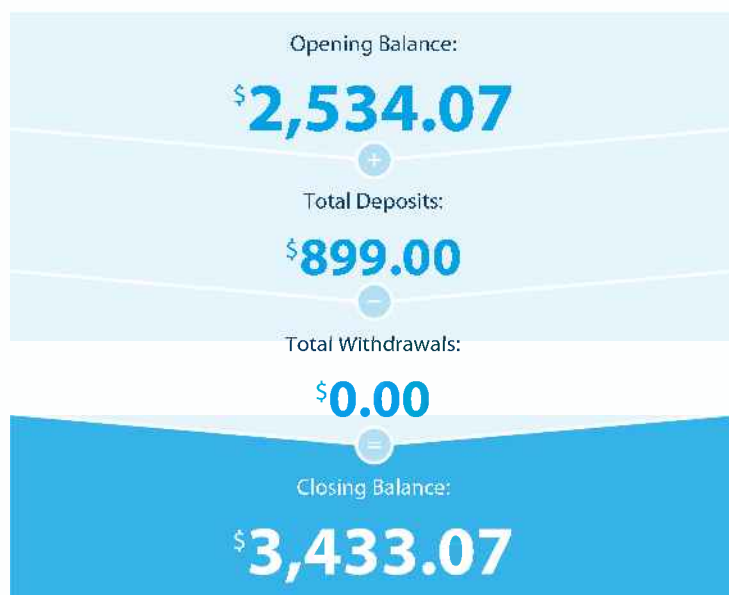
TK ELLIS SMSF PTY LTD ATF TK ELLIS SELF
MANAGED SUPER FUND

Branch Number (BSB)

015-208

Account Number

3268-47594



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ANZ BUSINESS ESSENTIALS STATEMENT

Account Number 3268-47594

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2023				
12 JUN	OPENING BALANCE			2,534.07
15 JUN	TRANSFER FROM MAPLE LANE PROPE 000JFM7 46KOOL PAY		684.00	3,218.07
30 JUN	TRANSFER FROM MAPLE LANE PROPE 000JWWG 46KOOL PAY		215.00	3,433.07
TOTALS AT END OF PAGE		\$0.00	\$899.00	
TOTALS AT END OF PERIOD		\$0.00	\$899.00	\$3,433.07

Yearly Summary

Previous Year to 30/06/2023 (\$)

Interest earned on deposits 14.48

Fee Summary

Fees Charged for period: 01 JUN 2023 to 30 JUN 2023

Summary of ANZ Transaction Fees

	Transactions		Fee Per Transaction (\$)	Total Charge (\$)
	Total	Free Additional		
Transaction Fees				
EFTPOS/PHONE BANKING WDL	2.00	2.00	0.60	0.00
Total Transaction Fees Charged				\$0.00

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

Please note: Your fee cycle may not always reconcile with your statement cycle. This statement date ends on 12/07/23 and the monthly fee cycle, as appears above, ended on 30/06/23.

Summary of Relationship Benefit for this account

Amount (\$)

Your Relationship Benefit

1.20

This is made up of:

Value of Free Transactions

1.20

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Web: www.afca.org.au

SUPERANNUATION FUND DEED

TK Ellis Self Managed Super Fund

TK Ellis SMSF Pty Ltd
(Trustee)

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Date

This deed is made on 17/02/2022

Parties

Name	TK Ellis SMSF Pty Ltd ('Trustee')
Address	UNIT 8 435-439 FULLARTON ROAD HIGHGATE SA 5063

Name	Timothy John Ellis ('Member')
Address	5 LINFIELD AVENUE BELAIR SA 5052

Name	Kate Janet-Louisa Kaimanu Ellis ('Member')
Address	5 LINFIELD AVENUE BELAIR SA 5052

Recitals

- A. The Trustee hereby establishes an indefinitely continuing complying superannuation fund (Fund) which is:
- a. A self-managed superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993-,
 - b. A complying superannuation fund for the purposes of the Income Tax Assessment Act 1997,
 - c. A regulated superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993;
 - d. An accumulation fund within the meaning of the Superannuation Industry (Supervision) Regulations 1994; and e. subject to the duties and powers under this Deed for the purpose of providing superannuation benefits for those persons who, being eligible for membership, become Members of the Fund and their Dependants.
- B. The Trustee agrees to act as Trustee of the Fund.

Now this deed witnesses that the Trustee hereby constitutes an indefinitely continuing superannuation fund known as the "TK Ellis Self Managed Super Fund" vested in and controlled and administered by the Trustee upon the trusts of this Deed (which includes this preamble, the Recitals and all of the following Parts hereof) effective from the date hereof.

Operative Terms

1 Definitions

Term	Meaning
Account	an account established by the Trustee for the purpose of administering the Fund or calculating the Benefits payable in respect of a Member or for any other purpose under this Deed
Account-Based Pension	has the meaning given in sub-regulation 1.03(1) of the SIS Regulations
Allocated Pension	a Pension that complies with sub-regulation 1.06(4) of the SIS Regulations
Auditor	an approved auditor within the meaning of the Relevant Law being the auditor appointed by the Trustee from time to time to audit the Fund
Beneficiary	a person (including a Member or a former Member) beneficially entitled to a Benefit from the Fund
Benefit	the benefits payable or that may be payable to a Member or his Dependants or any other person under this Deed or the Relevant Law
Commencement Date	the date of this Deed
Deed	this Deed
Dependant	<ul style="list-style-type: none"> a) a Member's spouse and, where there is more than one person who fits that description, the person determined by the Trustee to be the Member's spouse; b) a Member's child including any person who is, in the Trustee's opinion, maintained as a child by the Member; c) any other person whom the Trustee considers to be substantially financially dependant on the Member at the relevant time; and d) any other person considered to be a dependant under the Relevant Law
Eligible Fund	a superannuation fund, an approved deposit fund, an eligible rollover fund, a rollover annuity, or any other like fund or annuity which the acceptance of monies or assets from, or the payment or transfer of monies or assets to, would not, in the opinion of the Trustee, be in breach of the Relevant Law

Term	Meaning
Eligible Person	any person who is eligible to become a member of a self managed superannuation fund under the Relevant Law
Financial Year	<ul style="list-style-type: none"> a) the period from the Commencement Date to the following 30 June; b) the period from each subsequent 1 July to each following 30 June before the termination of the Fund; c) the period from the last 1 July before the termination of the Fund to the date of termination of the Fund; and d) such other period ending on such other date as the Trustee may from time to time determine
Fund	all of the assets from time to time held by the Trustee in the trusts established by this Deed
Member	a person who has been admitted to membership of the Fund and has not ceased membership of the Fund
Old-Age Pension	has the meaning given in section 10 of the SIS Act
Pension	has the meaning given in section 10 of the SIS Act
Pension Standards	<ul style="list-style-type: none"> a) for an Account-Based Pension, the standards in sub-regulation 1.06(9A) of the SIS Regulations; b) for an Allocated Pension, the standards in sub-regulation 1.06(4) of the SIS Regulations; c) for a Transition to Retirement Income Stream, the standards in the definition of that term in sub-regulation 6.01(2) of the SIS Regulations; and d) for any other Old-Age Pension, the relevant standards contained in the SIS Regulations

Term	Meaning
Relevant Law	<p>that legislation which must be complied with, or that the Trustee considers desirable to comply with, in order for the Fund to be a regulated and complying self managed superannuation fund or such other fund (whether by another name) that is entitled to concessional treatment for Taxation purposes. That legislation may include:</p> <ul style="list-style-type: none"> a) the SIS Act; b) the SIS Regulations; c) the <i>Superannuation (Financial Assistance Funding) Levy Act 1993</i> (Cth); d) the <i>Superannuation (Resolution of Complaints) Act 1993</i> (Cth); e) the <i>Superannuation (Rollover Benefits) Levy Act 1993</i> (Cth); f) the <i>Superannuation Entities (Taxation) Act 1987</i> (Cth); g) the <i>Superannuation Supervision Levy Act 1991</i> (Cth); h) the <i>Income Tax Assessment Act 1936</i> (Cth); i) the <i>Income Tax Assessment Act 1997</i> (Cth); and j) any other legislation, requirements, standards, guidelines, rulings or announcements
Review Date	the final day of each Financial Year and/or any other date the Trustee determines in its absolute discretion
SIS Act	the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)
SIS Regulations	the <i>Superannuation Industry (Supervision) Regulations 1994</i> (Cth)
Taxation	includes income tax (including capital gains tax, tax on eligible termination payments and tax on contributions), payroll tax, land tax, goods and services tax, stamp duty and any other taxes or duties
Transition to Retirement Income Stream	has the meaning given by sub-regulation 6.01(2) of the SIS Regulations
Trustee	the trustee(s) for the time being of the Fund

2 Rules of interpretation

- a) Any provision of this Deed must be read down to the extent necessary to be valid. If that is not possible, it must be severed. All other provisions of this Deed are unaffected.
- b) A provision of this Deed will not be construed to the disadvantage of a party because that party was responsible for including that provision and/or that provision benefits that party.
- c) In this Deed unless the contrary intention appears:
 - (i) a person includes any other legal entity and vice versa;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a gender includes all other genders;
 - (iv) where an expression is defined, its other grammatical forms have a corresponding meaning;
 - (v) a clause or annexure is a clause of or an annexure to this Deed;
 - (vi) a reference to a document is to that document as amended or varied;
 - (vii) any legislation includes any subordinate legislation and amendments;
 - (viii) conduct includes any act, omission, representation, statement or undertaking whether or not in writing;
 - (ix) 'writing', 'written' and 'in writing' include any mode of representing or reproducing words in a visible form; and
 - (x) 'including', or similar words, does not limit what else might be included.

Headings are for convenience and do not affect the interpretation of this Deed.

3 Relevant Law

3.1 Inconsistency

Any provision of this Deed that is inconsistent or conflicts with the Relevant Law or prevents the Trustee from complying with the Relevant Law must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this Deed but only to the extent necessary to avoid that effect. All other provisions of this Deed continue to be valid and enforceable.

3.2 Power to act in accordance with Relevant Law

The Trustee has the power to do all acts and things, or to omit to do such acts and things, as the Trustee considers necessary, desirable or expedient for the Fund to comply with the Relevant Law.

3.3 Deemed inclusion of Relevant Law

Notwithstanding any provision of this Deed, any clause or provision that must be included in this Deed from time to time in order for the Fund to comply with the Relevant Law is deemed to be included in this Deed as if every such provision was set out in this Deed, but only for so long as that deemed inclusion is necessary for the Fund to comply with the Relevant Law.

4 The Fund

4.1 Establishment

By this Deed the Trustee establishes the TK Ellis Self Managed Super Fund.

4.2 Fund vested in Trustee

- (a) The Fund will be vested in the Trustee.
- (b) The Trustee will at all times hold, control and manage the Fund in accordance with the provisions of this Deed.
- (c) No Member will have any beneficial interest in the Fund or any asset of the Fund.

4.3 Purpose

Trustee must be a Constitutional Corporation or where the Trustee is not a Constitutional Corporation the primary purpose of the Fund shall be to provide old age pension and maintained solely for one or more of the purposes laid out in section 62 of the SIS Act.

5 Trustee

5.1 Number of Trustees

- (a) Where the Trustee consists of a constitutional corporation, there will only be one Trustee.
- (b) Where the Trustee consists of natural persons, there may be any number of Trustees subject to any minimum and maximum number prescribed by the Relevant Law.

5.2 Appointment and removal

- (a) Members may at any time by deed:
 - (i) remove any Trustee who is not a Member or a person acting as Trustee pursuant to **clauses 5.2(c) to 5.2(f)**;
 - (ii) appoint any person in that Trustee's place; and/or
 - (iii) appoint any person as an additional or replacement Trustee.
- (b) A Trustee will continue to hold office until the Trustee:
 - (i) resigns by notice to the Members;
 - (ii) if a natural person, dies;
 - (iii) if a natural person, becomes incapable of performing his duties as Trustee;
 - (iv) if a company, becomes an externally administered body corporate (as defined in the *Corporations Act 2001* (Cth)) or has a provisional liquidator appointed;
 - (v) is removed from office by the Members pursuant to the provisions of this Deed or the Relevant Law; or
 - (vi) becomes a disqualified person under the Relevant Law.
- (c) Subject to any restrictions imposed by the Relevant Law, if a Member dies:

- (i) the deceased Member's legal personal representative may act as a Trustee in place of the deceased Member for so long as the Relevant Law allows; and
 - (ii) for the purpose of this **clause 5.2(c)** the 'legal personal representative' of a deceased Member includes the executor named in the Will of the deceased Member whether or not a grant of Probate has been issued or will be sought in relation to the deceased Member's estate.
- (d) If a Member is under a legal disability, that Member's legal personal representative may act as Trustee in his place.
 - (e) If a Member is under a legal disability because of age, and the Member does not have a legal personal representative, the Member's parent or guardian may act as Trustee on behalf of the Member.
 - (f) A Trustee may, by enduring power of attorney, appoint another person to act as Trustee in his place.
 - (g) Where the Trustee consists of a constitutional corporation, the Members will do all things necessary to ensure that the appointment and removal of directors of the Trustee is governed in a manner substantially similar to **clauses 5.2(c) to 5.2(f)**.
 - (h) Section 14(2)(c) of the *Trustee Act* 1936 (SA) does not apply to this Deed.

5.3 Trustee meetings

- (a) Any Trustee may at any time convene a Trustees' meeting by notice to the other Trustees.
- (b) The Trustee that convenes the Trustees' meeting will be the chairman of the meeting unless all of the Trustees agree otherwise.
- (c) A Trustees' meeting may be held by any technological means by which the Trustees are able simultaneously to hear each other and to participate in discussion.
- (d) Subject to the provisions of this Deed, the Trustees may meet together, adjourn and regulate their meetings as they think fit.
- (e) A quorum for a meeting of Trustees is two Trustees unless there is only one Trustee, when a quorum is that Trustee.

5.4 Decisions of Trustees

- (a) Each Trustee has one vote and questions arising at a Trustees' meeting will be decided by a majority of the Trustees present and voting.
- (b) If there are an equal number of votes for and against a resolution the chairman of the Trustees' meeting will have the casting vote.

5.5 Minutes

- (a) The Trustees must record their decisions in written minutes, signed by the chairman of the Trustees' meeting.
- (b) Signed minutes are sufficient evidence of decisions and proceedings at meetings unless proved incorrect.

5.6 Written resolutions

A resolution in writing signed by all of the Trustees (or if the Trustee is a constitutional corporation, a resolution signed by all of the directors of the Trustee) will:

- (a) have the same effect and validity as a resolution of all the Trustees present and voting at a Trustees' meeting; and
- (b) be deemed to have been passed on the day on which the document was last signed by a Trustee (or if the Trustee is a constitutional corporation, by a director), notwithstanding that the written resolution may have been signed in two or more counterparts and may be in the form of a copy, telex, or facsimile transmission.

5.7 Conflict of interest

- (a) A Trustee and any firm, body or entity in which a Trustee has a direct or indirect interest may in any capacity:
 - (i) enter into any contracts or arrangement with the Fund;
 - (ii) be appointed to and hold any office or place of profit under the Trustees, other than the office of Auditor; and
 - (iii) act in a professional capacity, other than as the Auditor, for the Fund,

and may receive and retain for his own benefit any remuneration, profits or benefits as if he was not a Trustee.

- (b) Every Trustee must disclose his interest to the other Trustees.
- (c) The failure by a Trustee to make disclosure under this **clause 5.7** does not render void or voidable a contract or arrangement in which the Trustee has a direct or indirect interest.
- (d) A Trustee may vote in respect of a contract or arrangement or any other matter in which the Trustee has a direct or indirect interest.

5.8 Validity of acts of Trustees

The acts of the Trustee will remain valid notwithstanding that it is subsequently discovered that there was a defect in the appointment of a person as a Trustee or a person appointed as a Trustee was a disqualified person for the purposes of the Relevant Law.

5.9 Constitution

The Trustee must, if a constitutional corporation, ensure that its Constitution is consistent with any applicable requirements of the Relevant Law.

6 Trustee's duties

The Trustee (and if the Trustee is a constitutional corporation, the directors of the Trustee) must:

- (a) act honestly in all the Trustee's dealings with the Fund;
- (b) exercise the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another person for whom the person felt morally bound to provide;
- (c) ensure that the Trustee's duties and powers in respect of the Fund are performed and exercised in the best interests of Members;
- (d) keep the money and other assets of the Fund separate from any money and assets of the Trustee; and
- (e) not enter into any contract or do anything else that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers in respect of the Fund.

7 Trustee's powers

7.1 All powers

The Trustee will have power to do everything necessary or desirable to manage, administer and deal with the Fund and all proceedings, matters and things connected with the Fund in an efficient and economical manner and so as to comply with the Relevant Law, including:

- (a) entering into and executing all contracts, deeds and documents and doing all such matters and things as it considers expedient for the purpose of carrying out the trusts, authorities, powers and discretions conferred upon the Trustee by this Deed;
- (b) giving such undertakings and incurring all such obligations relating to the Fund as the Trustee thinks fit;
- (c) instituting, conducting, defending or abandoning, settling, compromising or submitting to arbitration any claim, proceedings, matter or thing relating to the Fund or to the rights of Members or other persons claiming to be entitled to be paid a benefit from the Fund;
- (d) borrowing or lending money and securing the repayment of that money in any manner and upon any terms, with or without security which the Trustee may consider advisable;
- (e) insuring or re-insuring any risks, contingencies or liabilities of the Fund;
- (f) paying out of the Fund all expenses of and incidental to the management and administration of the Fund, including the fees of any advisers or agents and the remuneration of persons appointed pursuant to this Deed;
- (g) giving receipts and releases or discharges of any other kind in relation to any debts owed to the Fund; and

- (h) indemnifying or undertaking to indemnify any person in respect of any claim, matter or thing relating to the Fund or to the rights of Members or other persons entitled in respect of the Fund.

7.2 Absolute discretion

- (a) The Trustee, in the exercise of the authorities, powers and discretions given to it under this Deed, has an absolute and unfettered discretion and may from time to time exercise or enforce all or any of such powers, authorities and discretions, and will have power generally to do all such things as the Trustee in its absolute discretion considers appropriate in the administration of the Fund and the performance of its obligations under this Deed.
- (b) The Trustee may also in its absolute discretion waive any requirement of this Deed in respect of any Member.

7.3 Delegation

The Trustee may delegate and vary or remove any delegation to any person, on such terms as the Trustee may think fit, any of the authorities, powers and discretions conferred upon the Trustee by this Deed or the Relevant Law.

7.4 Remuneration

- (a) The Trustee will not receive any salary or remuneration from the Fund in respect of its services as Trustee.
- (b) Subject to the Relevant Law, nothing in this Deed will preclude any firm, corporation or partnership of which the Trustee or any of its directors is a partner, director, shareholder, related body corporate (as defined in the *Corporations Act 2001* (Cth)) or employee from being paid out of the Fund any proper fees or remuneration for professional or other services rendered by such firm, corporation or partnership in connection with the Fund.

7.5 Confidentiality

The Trustee will regard as strictly confidential so far as practicable all information disclosed to or gained by it in the course of administering the Fund or otherwise in connection with this Deed, or anything relating or incidental to it.

7.6 Dependants and other beneficiaries

The Trustee may exercise all its powers under this Deed and the Relevant Law in respect of Dependants and any other person entitled to a Benefit. All such persons must comply with the provisions of this Deed and any direction of the Trustee in relation to the payment of any Benefit to them or otherwise.

7.7 Indemnity

The Trustee (and if a constitutional corporation, each of its directors) will be indemnified out of the Fund against all liabilities, losses, costs and expenses incurred in the exercise, purported exercise or attempted exercise of the trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

7.8 Release

The Trustee (and if a constitutional corporation, each of its directors) is released from all liabilities, losses, costs and expenses incurred in the exercise, purported exercise or attempted exercise of the

trusts, powers, authorities and discretions vested in the Trustee or at law, including in respect of any payments made to any person whom the Trustee bona fide believes to be entitled to the payment and it is subsequently found that the person was not in fact so entitled.

7.9 Limited indemnity and release

Nothing in this Deed has the effect of giving the Trustee (and if a constitutional corporation, each of its directors) an indemnity or release in respect of any liability:

- (a) for a breach of trust, where the Trustee fails to act honestly, or intentionally or recklessly fails to exercise, the degree of care and diligence that the Trustee was required to exercise; or
- (b) for a monetary penalty under a civil penalty order.

7.10 Trustee's lien

The Trustee will have, to the extent permitted by law, a lien on and over the assets of the Fund for the purpose of satisfying the indemnities given to the Trustee under this Deed and the Relevant Law.

8 Membership

8.1 Admission

The Trustee may in its absolute discretion admit any Eligible Person who has lodged with the Trustee an application for membership, in such form as the Trustee may require, to membership of the Fund.

8.2 Bound by this Deed

Every person admitted to membership of the Fund becomes a Member and is bound by this Deed.

8.3 Variation of membership terms

The Trustee may, by written agreement with any Member, vary the terms and conditions applicable to that Member's membership of the Fund, including the contributions and benefits payable to or in respect of the Member.

8.4 Information to new Members

The Trustee must, as soon as practicable after the admission of a Member, give to that Member any information required by the Relevant Law.

8.5 Trustee's requirements

A Member must provide such information and documents, submit to such medical examinations, and generally do such things as the Trustee deems necessary in order for the Trustee to satisfy itself that such person is entitled to a Benefit from the Fund.

8.6 Cessation

A Member ceases to be a Member if:

- (a) the Member dies; or
- (b) all Benefits payable to the Member under the Fund have been:
 - (i) transferred to another fund pursuant to **clause 10**; or
 - (ii) paid to the Member pursuant to **clause 10**.

9 Contributions to the Fund

9.1 Employer contributions

Subject to **clause 9.4**, the Trustee will accept such contributions to the Fund from a Member's employer as may be agreed from time to time between the Trustee, the Member and the employer.

9.2 Member contributions

Subject to **clause 9.4**, the Trustee will accept such contributions to the Fund as a Member may wish to make from time to time.

9.3 Manner and timing of contributions

The Trustee may determine the manner and timing of contributions to be accepted from a Member or a Member's employer.

9.4 Contributions

The Trustee:

- (a) may accept contributions from any person in respect of a Member to the extent permitted by the Relevant Law;
- (b) must not accept any contribution if, in the opinion of the Trustee, the acceptance of the contribution would be in breach of the Relevant Law; and
- (c) may refuse to accept such contributions as the Trustee deems appropriate.

9.5 Form of contributions

- (a) Contributions may be made either in cash or by transfer to the Trustee of an asset in specie or by any other means authorised by the Relevant Law.
- (b) If a contribution is made by the transfer of an asset to the Trustee:
 - (i) the amount of the transfer will be the market value of that asset determined by the Trustee at the time of its transfer; and
 - (ii) the other terms and conditions of the transfer will be as determined by the Trustee.

10 Transfers to and from other funds

10.1 Transfers to other funds

- (a) If requested by a Member, the Trustee may pay or transfer all or part of the Member's Benefits to an Eligible Fund, provided that the payment or transfer is not in breach of the Relevant Law.
- (b) If a Member ('Requesting Member') makes a request ('Transfer Request') pursuant to **clause 10.1(a)** of this Deed, the Trustee must resolve within one month whether or not to accept the Transfer Request.
- (c) If the Trustee does not accept the Transfer Request, the Requesting Member may, by one month's notice to each of the other Members, call a meeting of the Members to reconsider the Transfer Request.

- (d) A quorum for a Members' meeting will be two Members unless there is only one Member, when a quorum is that Member.
- (e) The chairman of the meeting will be the Requesting Member unless all of the members agree otherwise.
- (f) Any Member may appoint a proxy to vote on that Member's behalf.
- (g) If there are an equal number of votes in favour of and against accepting the Transfer Request, the chairman will have the casting vote.
- (h) If a majority of votes at the meeting of members are in favour of accepting the Transfer Request, the Requesting Member must notify the Trustee ('Notice') of that decision within one month.
- (i) The Members' decision in relation to a Transfer Request is binding on the Trustee.
- (j) The Trustee must pass all resolutions and do all acts necessary to give effect to the Transfer Request within one month of receiving the Notice unless the Requesting Member agrees otherwise.

10.2 Transfer by Trustee

The Trustee may of its own initiative pay or transfer the whole or part of a Member's Benefits to an Eligible Fund in such circumstances as may be permitted or required by the Relevant Law, whether or not the Member has requested or consented to such payment or transfer.

10.3 Benefits cease

The payment or transfer of a Member's Benefits to an Eligible Fund satisfies the Member's entitlement to those Benefits to the extent of the amount so paid or transferred. The receipt of such an amount by the Trustee of the other Eligible Fund completely discharges the Trustee for any liability in respect of that amount. The Trustee will have no responsibility to see to the application of that amount.

10.4 Transfers from other funds

If a Member requests, the Trustee may accept the transfer of money or assets from an Eligible Fund. The Trustee will credit the Member's Accounts in the manner agreed between the Trustee and the Member with the money or assets so received.

11 Investment portfolios

11.1 Selection of investment portfolios

- (a) Subject to the Relevant Law, the Trustee may allow a Member to select the investments for that Member's investment portfolio and the proportions of those investments.
- (b) The Trustee may restrict or impose conditions on that selection.

11.2 No selection

If a Member does not select an investment portfolio, the Trustee must invest the balance of that Member's Account in accordance with this Deed.

11.3 Variation or redemption

- (a) A Member may request the Trustee to vary or redeem any part of that Member's investment portfolio, as allowed by the Relevant Law.
- (b) The Trustee may (whether or not it is requested to do so) vary or redeem any part of an investment portfolio.

11.4 Delay or refusal

- (a) The Trustee may:
 - (i) delay in establishing, varying or redeeming any part of an investment portfolio; or
 - (ii) refuse to establish, vary or redeem any part of an investment portfolio.
- (b) If the Trustee delays in establishing, or refuses to establish, any part of an investment portfolio the Trustee must invest the balance of the Member's Account in accordance with this Deed.

11.5 Trustee may cease investment portfolio

- (a) The Trustee may cease any Member's investment portfolio. The Trustee must notify that Member that it has ceased its investment portfolio.
- (b) If the Trustee ceases a Member's investment portfolio the Trustee must invest the balance of that Member's Account in accordance with this Deed.

11.6 No liability

The Trustee is not liable to compensate a Member for any loss incurred in exercising or not exercising any of its powers under this **clause 11**.

11.7 No separate trust funds.

Investment portfolios are not separate trust funds.

12 Fund Accounts

12.1 Fund Accounts

The Trustee will keep such Accounts and reserves as the Trustee considers appropriate for the purpose of administering the Fund and calculating the Benefits payable to each Member.

12.2 Member Accounts

The Trustee must keep separate Accounts for each Member and, if desirable, keep in respect of each Member such separate Accounts as the Trustee considers necessary or desirable for any one or more of the following purposes:

- (a) differentiating between contributions made by the Member and contributions made for the benefit of the Member by an employer or any other person;
- (b) differentiating between the Member's preserved and non-preserved benefits;
- (c) calculating the Member's minimum benefits within the meaning of the Relevant Law;
- (d) identifying those monies and assets which are funding the Member's retirement benefits;
- (e) enabling the Member to have more than one pension; and

- (f) such other purpose as the Trustee considers appropriate.

12.3 Crediting Member's Accounts

The Trustee will credit or debit (as the case may be) each Member's Accounts with:

- (a) contributions received from the Member or any other person in respect of the Member;
- (b) any amounts transferred to or from an Eligible Fund;
- (c) if the Relevant Law permits, any amount transferred from or to the Member to or from the account of a spouse (as defined by section 10 of the SIS Act) either in this Fund or an Eligible Fund;
- (d) the income of the Fund at a rate determined by the Trustee pursuant to **clause 13.5**;
- (e) any Taxation, costs, expenses or liabilities in relation to the contributions received in respect of the Member including excess contributions tax;
- (f) any Taxation, costs, expenses or liabilities of the Fund that the Trustee considers appropriate;
- (g) any premiums and other expenses of any insurance policies in respect of the Member;
- (h) such proceeds, bonuses or rebates under any insurance policies as the Trustee determines; and
- (i) any other amounts that the Trustee considers appropriate.

12.4 Investment fluctuation Account

The Trustee may establish such Accounts for the purposes of smoothing any fluctuations in the value and earnings of investments of the Fund and for such other purposes as the Trustee may consider appropriate.

12.5 Reserves

The Trustee may establish reserves for the purposes of making provision for any existing or prospective liability for Taxation or any other liability or for any other purpose the Trustee considers appropriate in the course of administration of the Fund, including reserves for:

- (a) assets set aside to fund the pension of a Member;
- (b) forfeited Benefits;
- (c) contributions made on account of a specific group of Members;
- (d) earnings not allocated to Members' Accounts;
- (e) any proceeds, bonuses or rebates under an insurance policy not allocated to Member's Accounts; and
- (f) any amount left in a Member's Account after all benefits have been paid to the Member.

13 Investments

13.1 Strategy

The Trustee must formulate and give effect to an investment strategy that has regard to:

- (a) the risk involved in making, holding and realising, and the likely return from, the Fund's investments having regard to the Fund's objectives and cash flow requirements;
- (b) the composition of the Fund's investments as a whole, including the extent to which the investments are diverse or involve the Fund being exposed to risks from inadequate diversification;
- (c) the liquidity of the Fund's investments having regard to its expected cash flow requirements;
- (d) the ability of the Fund to discharge its existing and prospective liability; and
- (e) all other circumstances of the Fund and any other factor or matter the Trustee considers appropriate to have regard to.

The Trustee must notify Members of the investment strategy if required by the Relevant Law.

13.2 Authorised investments

The Trustee may invest all or so much of the moneys forming part of the Fund from time to time as is not required immediately for the payment of Benefits or other amounts authorised by this Deed in any investment whatsoever which the Trustee considers appropriate and which is authorised by the Relevant Law.

13.3 Power to sell and vary investments

The Trustee will have power as it sees fit to sell any investments and to vary and transpose any investments into other investments authorised by this Deed.

13.4 Investment income

- (a) The Trustee must at the Review Date:
 - (i) value all of the assets of the Fund; and
 - (ii) determine all the net income and net capital gains of the Fund in respect of the period since the last Review Date, whether realised or unrealised, and after deducting any capital losses and such allowance for expenses and Taxation as the Trustee considers appropriate.
- (b) If, within 30 days of a Review Date, the Trustees have not determined the value of an asset, any Trustee or any director of a corporate Trustee may request the Trustee to fix the value of the asset pursuant to **clause 13.4(c) to 13.4(g)**.
- (c) As soon as practicable after receipt of a request pursuant to **clause 13.4(b)**, the Trustee must appoint a valuer ('Valuer') to fix the value of the asset. The Valuer must:
 - (i) be suitably qualified to carry out a valuation of the nature and dimension required;
 - (ii) have evidenced his ability to produce credible work;
 - (iii) have at least five years experience in the valuation and analysis of assets similar to the asset;

- (iv) have an extensive knowledge of discounted cash flow analysis;
 - (v) have the ability to meet time requirements; and
 - (vi) have no pecuniary interest that could reasonably be regarded as being capable of affecting his ability to give an unbiased opinion.
- (d) The Valuer will receive written and verbal submissions from the Trustees or the directors of the Trustee within the time appointed by the Valuer. The Valuer will give reasonable consideration to such submissions before making a determination.
- (e) The asset value will be that sum which in the Valuer's opinion is the fair market value of the asset at the Review Date:
- (i) assuming a willing buyer and a willing seller;
 - (ii) assuming a reasonable period within which to negotiate the sale taking into account the nature of asset and the state of the market;
 - (iii) assuming the asset will be freely exposed to the market with reasonable publicity; and
 - (iv) on the basis that no account is taken of the interest of a special buyer.
- (f) The Valuer will act as an expert and not as an arbitrator. The Valuer's decision as to the value of the asset will be final.
- (g) The Trustee will pay the Valuer's costs of determining the value of the asset from the Fund.

13.5 Fund earning rate

At each Review Date, the Trustee must also determine the rate at which the income of the Fund is to be credited or debited to Member Accounts, any investment fluctuation account and other Accounts and reserves established by the Trustee, having regard to the following considerations:

- (a) whether the Member has established an investment portfolio;
- (b) the amount of income for the Financial Year ending on the relevant Review Date;
- (c) the amount of income expected for the subsequent Financial Year;
- (d) the amount of income credited to the Member's Accounts in previous Financial Years;
- (e) the amount of Taxation, costs and other liabilities of the Fund;
- (f) the investment strategy of the Fund; and
- (g) such other matters as the Trustee considers relevant.

13.6 Interim Fund earning rate

The Trustee may from time to time during a Financial Year determine an interim rate at which the income of the Fund is to be credited or debited to a Member's Accounts for the purpose of calculating the Member's Benefits.

14 Benefits

14.1 When payable

- (a) A Member's Benefit becomes payable if:
 - (i) the Member retires in the circumstances prescribed by the Relevant Law for the release of preserved and non-preserved Benefits;
 - (ii) the Member retires on the ground of permanent incapacity (within the meaning under the Relevant Law);
 - (iii) the Member requests payment and the Relevant Law allows that payment;
 - (iv) the Member dies; or
 - (v) such other event occurs that requires the Benefit to be paid pursuant to the Relevant Law.
- (b) If a benefit becomes payable to a Member under **clause 14.1** the Member may request that the Trustee retain all or part of the Member's Benefit in the Fund. The Trustee may accept the Member's request on any terms and conditions it wishes to impose but must commence to pay a Benefit to a Member when required by the Relevant Law.

14.2 Method of payment

Subject to **clause 14.3**, a Benefit may be paid:

- (a) in a lump sum;
- (b) by way of Pension or annuity;
- (c) by transfer of an asset of the Fund;
- (d) in such other manner as permitted by the Relevant Law; or
- (e) any combination of the above.

14.3 Pension

- (a) If the Trustee is not a constitutional corporation any Benefit payable under this Deed must be paid in the form of a Pension or in any other form that complies with the Relevant Law.
- (b) At the written request of a Member receiving a Pension or a Member who will be receiving a Pension in the future, the Trustee may commute all or part of the Pension to a lump sum.

14.4 Pension rules

- (a) Subject to the SIS Regulations, the Trustee must pay a Pension Benefit to a Beneficiary in the form of:
 - (i) an Allocated Pension;
 - (ii) an Account-Based Pension;
 - (iii) a Transition to Retirement Income Stream;
 - (iv) a Pension wholly determined by reference to policies of life assurance purchased or obtained by the Trustee solely to provide Pension Benefits to Members; or

- (v) such other form of Old-Age Pension as is permitted by the SIS Regulations.
- (b) The Trustee and the Beneficiary may agree which form of Pension is to be paid.
- (c) A Pension Benefit is subject to, and must be paid in accordance with, the relevant Pension Standards.
- (d) The Trustee may alter the amount or frequency of a Beneficiary's Pension as permitted by the relevant Pension Standards.

14.5 Death Benefits

14.5.1 General

If a Member dies, the Trustee must pay the Member's Benefit:

- (a) in accordance with the Member's binding death benefit nomination (if any) made under **clause 14.5(a)** unless the Trustee has rejected the binding death nomination pursuant to **clause 14.5(a)(i)**;
- (b) if that Member did not have a binding death benefit nomination, to one or more of that Member's Dependants or legal personal representatives in the manner, at the times, by such instalments and in such proportions determined by the Trustee in its absolute discretion, taking into consideration the Member's non-binding death benefit nomination (if any) made under **clause 14.5.2**; or
- (c) if the Trustee is, after reasonable enquiry, unable to locate any Dependants or legal personal representatives of the Member, in accordance with **clause 15**.

14.5.2 Non-binding death benefit nomination

- (a) A Member may make a non-binding death benefit nomination by notifying the Trustee of a manner in which the Member would prefer his benefit to be distributed upon his death between his Dependants and/or legal personal representative.
- (b) The Trustee may require a Member to complete a new non-binding death benefit nomination at any time.
- (c) A non-binding death benefit nomination is or becomes invalid if:
 - (i) the Relevant Law does not permit the Trustee to follow it;
 - (ii) the Member completes a later non-binding death benefit nomination; or
 - (iii) the Member makes a binding death benefit nomination under **clause 14.5.3**

14.5.3 Binding death benefit nomination

- (a) A Member may make a binding death benefit nomination by notifying the Trustee in a form binding upon the Trustee in accordance with the Relevant Law of the manner in which the Member's benefits are to be distributed upon his or her death between his or her Dependants and/or legal personal representative.
 - (i) A binding death benefit nomination can apply for a defined period of time or can apply indefinitely ('Non Lapsing Nomination').
 - (ii) A Non Lapsing Nomination must express to be binding until such time as it has been replaced by a subsequent valid binding death benefit nomination.

- (iii) If a Member is or is deemed to be under a legal disability any binding death benefit nomination they have previously made can be renewed by the duly appointed Attorney of the Member.
- (iv) No binding death benefit nomination can be revoked or altered except by the execution of a subsequent valid binding death benefit nomination by the Member.
- (b) The Trustee may reject a binding death benefit nomination on any grounds provided the Trustee notifies the Member of the rejection within 10 days of the Trustee receiving the binding death benefit nomination. If the Trustee rejects a binding death benefit nomination then:
 - (i) the Trustee is not bound to pay a Member's Benefits in accordance with that binding death benefit nomination; and
 - (ii) the Member may make another binding death benefit nomination.
- (c) The Trustee may require a Member to make a new binding death benefit nomination at any time.

14.5.4 Method of Payment

Subject to the Relevant Law, a Death Benefit payable under this **clause 14.5** may be paid:

- (a) in a lump sum;
- (b) by way of a pension or annuity;
- (c) by transfer of an asset of the Fund;
- (d) in such other manner as permitted by the Relevant Law; or
- (e) by any combination of the above.

14.6 Conditions

The payment of any Benefit under this Deed is subject to the Trustee receiving such information or documents or evidence as the Trustee considers necessary, and the person to whom the Benefit is to be paid executing such documents and doing such things as the Trustee considers necessary.

14.7 Taxation on Benefits

The Trustee may deduct from any Benefit payable any Taxation that is payable or that the Trustee considers to be payable.

14.8 Suspension of Benefit

The Trustee may suspend, alter or withhold any Benefit in respect of a Member who fails to provide any information (or if any information provided is incorrect, misleading or deliberately withheld) or who otherwise fails to comply with the provisions of this Deed or the requirements of the Relevant Law.

14.9 Transfer of assets

If a Benefit is paid by the transfer of an asset of the Fund, the value of the asset will be determined by the Trustee in its absolute discretion as at the date of transfer. That amount will be deducted from the Member's Benefit and the Trustee shall not be bound to see to the application of that amount.

14.10 Preserved Benefits

Nothing in this Deed requires or permits the payment of a Benefit to a Member where the Relevant Law requires that Benefit to be preserved.

15 Forfeiture of Benefits

15.1 Conditions of forfeiture

Subject to the Relevant Law, a Member forfeits his Benefit if any one or more of the following occurs:

- (a) the Member assigns, charges, or attempts to assign or charge any benefit;
- (b) the Member is, in the opinion of the Trustee, incapable of managing his affairs;
- (c) the Member's Benefit becomes payable to, or vested in, any other person, whether by his own act, operation of law, order of Court or otherwise;
- (d) the Member cannot be found by the Trustee after reasonable inquiry for a period of at least three years since the last contact between the Member and the Trustee; or
- (e) the Member dies and the Trustee is, after reasonable inquiry, unable to locate any Dependants or legal personal representative of the Member.

15.2 Application of forfeited Benefits

The Trustee may deal with any forfeited Benefit in one or more of the following ways:

- (a) for or towards the maintenance, education, advancement or otherwise for the benefit of the Member or his Dependants or any one of them in such proportions as the Trustee thinks fit, and in such form and manner and subject to such terms and conditions as the Trustee thinks fit; and
- (b) for or towards any other person or other purpose that is permitted by the Relevant Law.

16 Costs and expenses and Taxation

16.1 Costs and expenses

- (a) Except as otherwise expressly provided in this Deed, all costs, charges and expenses incurred in connection with the preparation, establishment, maintenance, administration, operation or winding up of the Fund will be borne by the Fund and paid by the Trustee out of the assets of the Fund.
- (b) The Trustee may debit Member Accounts, reserves and any other Accounts in such manner as it considers appropriate to reflect the payment of, or the making of, any provision for any such costs, charges and expenses.

16.2 Taxation

The Trustee will not be liable to account to any Member or any other person for any payments made by the Trustee in good faith to:

- (a) the Commonwealth of Australia or any State or Territory, or any other country or part of a country for Taxation or any other charges upon the Fund; or

- (b) on account of the retention of any moneys or assets in the Fund to meet any prospective liability on the part of the Trustee in relation to the Fund to such fiscal authority, notwithstanding that any such payment or provision need not have been made.

17 Records

17.1 Records and accounts to be kept

The Trustee must:

- (a) keep full and comprehensive minutes of all Trustee meetings;
- (b) keep account of all moneys received for, and disbursed from, the Fund and of all dealings in connection with the Fund;
- (c) collect and pay promptly into a bank or other Account of the Fund all moneys from time to time due to the Fund;
- (d) keep appropriate records, books and accounts, having regard to the requirements of the Relevant Law and make suitable arrangements for custody of documents relating to the investments of the Fund; and
- (e) prepare accounts and statements in relation to the Fund as at the end of the Financial Year in accordance with the Relevant Law.

17.2 Audit

The Trustee may appoint and remove an Auditor to audit the accounts and statements of the Fund and to report in writing to the Trustee in respect of such audit within the time specified by the Relevant Law.

17.3 Disclosure

The Trustee must provide to Members such documents and information as the Relevant Law requires the Trustee to provide.

18 Termination of the Fund

18.1 Termination

The Fund will terminate on such date as the Trustee determines in the following circumstances:

- (a) if it appears to the Trustee that the Fund is unable to pay its debts as and when they become due and payable and the Trustee resolves to terminate the Fund;
- (b) if for any reason the Trustee thinks it is appropriate to and does resolve to terminate the Fund;
- (c) if there are no Members in the Fund and the Trustee resolves to terminate the Fund; or
- (d) if the Members, by unanimous resolution, ask the Trustee to terminate the Fund.

18.2 Application of assets

The Trustee must, subject to the Relevant Law, apply the assets of the Fund in the following priority:

- (a) towards the costs of administering and winding up the Fund;
- (b) in paying or transferring Members' Benefits in accordance with this Deed; and
- (c) any balance to Members, Dependants, former Members, deceased Members or legal personal representatives, in such proportions as the Trustee in his discretion determines is appropriate, and the receipt by any such person is in full discharge of any claims in respect of the Fund.

19 Amendments

19.1 By deed

The Trustee may at any time, and from time to time, by deed or resolution add to, amend, alter, modify, vary or delete any provision of this Deed with immediate, prospective or retrospective effect to such extent as the Relevant Law permits.

19.2 Notice to Members

The Trustee must promptly give the Members notice of any such amendment if required pursuant to the Relevant Law to do so.

20 Trustee Act

To the extent permitted, section 35B of the Trustee Act 1936 (SA) does not apply to the Fund.

21 Other acts

Each party must, at its expense, promptly do all things reasonably necessary to give full effect to this Deed.

22 Costs

The Trustee must pay the costs (including stamp duty) payable in respect of this Deed.

23 Consents, requests and notices

- (a) A consent, request or notice must be in writing and executed by the person giving it or their agent. It may be given:
 - (i) by pre-paid post to the address notified to all parties;
 - (ii) by facsimile transmission to the facsimile number notified to the other parties; or
 - (iii) by any other means allowed by law.
- (b) A consent, notice or request, if validly given, is deemed to have been received:
 - (i) on the third business day after posting;
 - (ii) on the next business day after transmission by facsimile; or
 - (iii) at any other time allowed by law.

24 Governing law

The laws in South Australia govern this Deed. The parties submit to the jurisdiction of the Courts of South Australia and the Federal Court of Australia (Adelaide Registry).

25 Dealing with rights and obligations granted by this Deed

The rights and obligations under this Deed:

- (a) are personal and cannot be assigned or charged without the prior consent of all parties;
- (b) cannot be waived except by express notice specifying the waiver;
- (c) are in addition to and do not effect any other rights that party may have; and
- (d) will not merge with any act done to complete or perform this Deed.

26 Parties

- (a) A party includes the party's successors and permitted assigns.
- (b) This Deed confers no rights or obligations upon any person who is not a party.
- (c) An agreement, representation, or warranty:
 - (i) (on the part of two or more persons binds them jointly and severally; and
 - (ii) in favour of two or more persons is for the benefit of them jointly and severally.

27 Time

- (a) Time means South Australia time.
- (b) A month means a calendar month.
- (c) A business day means any day that is not a Saturday, Sunday or public holiday in South Australia. If an act must be done on a day that is not a business day, it may be done on the next business day.
- (d) Where time is to be calculated from a day or event, that day or the day of that event must be excluded from that calculation.
- (e) Unless stated otherwise, time is of the essence.

28 Execution

- (a) This Deed (and any other document contemplated by this Deed) may be signed in counterparts. Each counterpart is taken to be an original. All counterparts together constitute one Deed. A signed counterpart may be delivered by facsimile.
- (b) A person signing this Deed on behalf of a party warrants that they have authority to bind that party for that purpose.

Executed as a deed.

Executed by TK Ellis SMSF Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth)

Signature of Director

Signature of Director

Date of Signing

Resolution

Trustee: **TK Ellis SMSF Pty Ltd**

SMSF: **TK Ellis Self Managed Super Fund**

Proceedings: A superannuation fund deed prepared by Evan Richards & Associates

The Deed was considered by the directors.

Resolutions:

It was resolved as follows:-

1. That the Trustee adopt the deed to constitute a self managed superannuation fund to be known as the **TK Ellis Self Managed Super Fund** to provide benefits for the Members on the terms set out in the Deed.
2. That the Trustee act as trustee of the Fund subject to the terms set out in the Deed.

Signed by the Directors in favour of the resolutions:

.....

(Directors Signature)

.....

(Directors Signature)

Date of Signing:.....

Application For Membership

1. I, the person whose details appear in the Schedule, hereby apply for membership of the above mentioned Fund.
2. In consideration of my admission to membership, I hereby agree to abide by and be bound by the provisions of the Fund Deed and any rules made thereunder.
3. I hereby consent to:
 - (a) (where the Trustee of the Fund is a corporation) – be a director of the trustee corporation and I provide the information in the Schedule in compliance with my obligations under the *Corporations Act 2001* (Cth); and
 - (b) (where the Trustee is or are natural persons) – to be a trustee of the Fund.
4. I declare that I am not a disqualified person within the meaning of Section 120 of the Superannuation Industry (Supervision) Act 1993.
5. Where there is an Employer Sponsor applicable to me I hereby authorise that Employer Sponsor to deduct from my salary and pay to the Fund as contributions the amounts (if any) as are from time to time agreed upon by myself and my Employer as contributions to be made by me to the above mentioned Fund.

Schedule:

FULL NAME	Timothy John Ellis
ADDRESS	5 LINFIELD AVENUE BELAIR SA 5052
DATE OF BIRTH	08/12/1976
PLACE OF BIRTH	Adelaide SA
TAX FILE NUMBER	196792488

Signature

Date

TFN Notification

Name:	Timothy John Ellis
Address:	5 LINFIELD AVENUE BELAIR SA 5052
Date of Birth:	08/12/1976
Sex:	Male

I agree to provide my Tax File Number:

1	9	6	7	9	2	4	8	8
---	---	---	---	---	---	---	---	---

Signature

Date 20

Collection of tax file numbers is authorised by tax laws, the Superannuation Industry (Supervision) Act 1993 and the Privacy Act 1998. Changes to the tax file number law require Trustee to ask you to provide your tax file number to your superannuation fund. By completing this form and providing it to your fund will allow your fund trustee to use your tax file number for the purposes contained in the Superannuation Industry (Supervision) Act 1993 and for the purpose of paying eligible termination payments.

The purposes currently authorised include:

- taxing eligible termination payments at concessional rates;
- finding and amalgamating your superannuation benefits where insufficient information is available;
- passing your tax file number to the Australian Taxation Office whereby you receive a benefit or have unclaimed superannuation money after reaching the aged pension age; and
- allowing the trustee of your superannuation fund to provide your tax file number to a superannuation fund receiving any benefits you may transfer. Your trustee won't pass your tax file number to any other fund if you tell the trustee in writing that you don't want them to pass it on.

You are not required to provide your tax file number. Declining to quote your tax file number is not an offence. However, if you do not give your superannuation fund your tax file number, either now or later, you may pay more tax on your superannuation benefits than you have to.

The lawful purposes for which your tax file number can be used and the consequences of not quoting your tax file number may change in future, as a result of legislative change.

Binding Death Benefit Nomination Form

Name: Timothy John Ellis

Address: 5 LINFIELD AVENUE BELAIR SA 5052

Date of Birth: 08/12/1976

I, Timothy John Ellis make a non-lapsing binding nomination that in the event of my death the benefits to which I am entitled from the Fund be paid to the following person(s):

Name	Address	Relationship	Percentage or Amount

However in the event that _____ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

However in the event that _____ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

I understand that I may only nominate my Legal Personal Representative(s) or one or more Dependants.

Signature:

Date: ____/____/20

I _____ declare that I have witnessed Timothy John Ellis
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

1. I am over 18 years of age; and
2. I am not a dependant or a Legal Personal Representative of Timothy John Ellis

Signature of Witness _____

I _____ declare that I have witnessed Timothy John Ellis
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

1. I am over 18 years of age; and
2. I am not a dependant or a Legal Personal Representative of Timothy John Ellis

Signature of Witness _____

Instruction for completing Binding Death Benefit Nomination

- The Binding Death Benefit Nomination if properly executed enables the Member to nominate certain people to receive their superannuation benefits on their death and the nomination is binding on the Trustee once received by the Trustee.
- The member may only nominate one or more dependants (a spouse, child or other dependant) and/ or their legal personal representative(s).
- The nomination must clearly state either the percentage of the member's benefits the nominated person is to receive or a specific amount.
- The nomination must be signed by the member in the presence of at least one independent witness who must be at least 18 years old and cannot be the member's Legal Personal Representative or Dependant or an associate thereof

Application For Membership

6. I, the person whose details appear in the Schedule, hereby apply for membership of the above mentioned Fund.
7. In consideration of my admission to membership, I hereby agree to abide by and be bound by the provisions of the Fund Deed and any rules made thereunder.
8. I hereby consent to:
 - (c) (where the Trustee of the Fund is a corporation) – be a director of the trustee corporation and I provide the information in the Schedule in compliance with my obligations under the *Corporations Act 2001* (Cth); and
 - (d) (where the Trustee is or are natural persons) – to be a trustee of the Fund.
9. I declare that I am not a disqualified person within the meaning of Section 120 of the Superannuation Industry (Supervision) Act 1993.
10. Where there is an Employer Sponsor applicable to me I hereby authorise that Employer Sponsor to deduct from my salary and pay to the Fund as contributions the amounts (if any) as are from time to time agreed upon by myself and my Employer as contributions to be made by me to the above mentioned Fund.

Schedule:

FULL NAME	Kate Janet-Louisa Kaimanu Ellis
ADDRESS	5 LINFIELD AVENUE BELAIR SA 5052
DATE OF BIRTH	16/08/1978
PLACE OF BIRTH	Adelaide SA
TAX FILE NUMBER	360916035

Signature

Date

TFN Notification

Name:	Kate Janet-Louisa Kaimanu Ellis
Address:	5 LINFIELD AVENUE BELAIR SA 5052
Date of Birth:	16/08/1978
Sex:	Female

I agree to provide my Tax File Number:

3	6	0	9	1	6	0	3	5
---	---	---	---	---	---	---	---	---

Signature

Date 20

Collection of tax file numbers is authorised by tax laws, the Superannuation Industry (Supervision) Act 1993 and the Privacy Act 1998. Changes to the tax file number law require Trustee to ask you to provide your tax file number to your superannuation fund. By completing this form and providing it to your fund will allow your fund trustee to use your tax file number for the purposes contained in the Superannuation Industry (Supervision) Act 1993 and for the purpose of paying eligible termination payments.

The purposes currently authorised include:

- taxing eligible termination payments at concessional rates;
- finding and amalgamating your superannuation benefits where insufficient information is available;
- passing your tax file number to the Australian Taxation Office whereby you receive a benefit or have unclaimed superannuation money after reaching the aged pension age; and
- allowing the trustee of your superannuation fund to provide your tax file number to a superannuation fund receiving any benefits you may transfer. Your trustee won't pass your tax file number to any other fund if you tell the trustee in writing that you don't want them to pass it on.

You are not required to provide your tax file number. Declining to quote your tax file number is not an offence. However, if you do not give your superannuation fund your tax file number, either now or later, you may pay more tax on your superannuation benefits than you have to.

The lawful purposes for which your tax file number can be used and the consequences of not quoting your tax file number may change in future, as a result of legislative change.

Binding Death Benefit Nomination Form

Name: Kate Janet-Louisa Kaimanu Ellis

Address: 5 LINFIELD AVENUE BELAIR SA 5052

Date of Birth: 16/08/1978

I, Kate Janet-Louisa Kaimanu Ellis make a non-lapsing binding nomination that in the event of my death the benefits to which I am entitled from the Fund be paid to the following person(s):

Name	Address	Relationship	Percentage or Amount

However in the event that _____ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

However in the event that _____ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

I understand that I may only nominate my Legal Personal Representative(s) or one or more Dependants.

Signature:

Date: ____/____/20

I _____ declare that I have witnessed Kate Janet-Louisa Kaimanu Ellis
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

3. I am over 18 years of age; and
4. I am not a dependant or a Legal Personal Representative of Kate Janet-Louisa Kaimanu Ellis

Signature of Witness _____

I _____ declare that I have witnessed Kate Janet-Louisa Kaimanu Ellis
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

3. I am over 18 years of age; and
4. I am not a dependant or a Legal Personal Representative of Kate Janet-Louisa Kaimanu Ellis

Signature of Witness _____

Instruction for completing Binding Death Benefit Nomination

- The Binding Death Benefit Nomination if properly executed enables the Member to nominate certain people to receive their superannuation benefits on their death and the nomination is binding on the Trustee once received by the Trustee.
- The member may only nominate one or more dependants (a spouse, child or other dependant) and/ or their legal personal representative(s).
- The nomination must clearly state either the percentage of the member's benefits the nominated person is to receive or a specific amount.
- The nomination must be signed by the member in the presence of at least one independent witness who must be at least 18 years old and cannot be the member's Legal Personal Representative or Dependant or an associate thereof.

CONSTITUTION

TK Ellis SMSF Pty Ltd
ACN: 657 387 098

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OPERATIVE PROVISIONS

1 Definitions and interpretation

1.1 Definitions

In this Constitution, unless the context requires otherwise:

Act means the *Corporations Act 2001* (Cth) as amended, supplemented or replaced from time to time.

Alternate Director means any person who, for the time being, holds office as an alternate Director duly appointed in accordance with this Constitution.

Board means the board of Directors of the Company.

Business means the business conducted by the Group as at the date of this Constitution, or any other business carried on by the Group from time to time.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in South Australia.

Company means TK Ellis SMSF Pty Ltd, ACN: 657 387 098 or as that name is changed from time to time.

Constitution means this constitution of the Company as amended, supplemented or replaced from time to time.

Directors means all or any number of the directors for the time being of the Company appointed in accordance with this Constitution but does not include associate directors.

Encumbrance means any:

- (a) legal or equitable interest or power created, arising in or reserved in or over an interest in any property or asset; or
- (b) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or retention of title arrangement, right of set-off, assignment of income, garnishee order, monetary claim and flawed deposit arrangement);
- (c) any thing or preferential interest or arrangement of any kind giving a person priority or preference over claims or other persons with respect to any property or asset;
- (d) a security interest as defined in the *Personal Property Securities Act 2009* (Cth); or
- (e) any agreement or arrangement (whether legally binding or not) to grant or create anything referred to in paragraphs 0(b), (c) or (d).

Government Agency means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute.

Group means the Company and its subsidiaries, and Group Company means any one of them.

Law means:

- (a) principles of law or equity established by decisions of courts;

- (b) statutes, regulations or by-laws of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency; and
- (c) requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency that have the force of law.

Managing Director means any person who, for the time being, holds office as a managing director duly appointed in accordance with this Constitution.

Member means a registered holder of any share of the Company or any person deemed by this Constitution to be such a person.

Office means the registered office of the Company.

Register means the register of Members of the Company as required to be kept under section 168 of the Act.

Related Body Corporate has the meaning given to that term in the Act.

Secretary means any person appointed to perform the duties of a secretary of the Company.

Share means shares in the capital of the Company.

Special Resolution has the same meaning as in section 9 of the Act.

1.2 Interpretation

In this Constitution, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of this Constitution;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (g) the word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any other body or entity whether incorporated or not;
- (h) the word "month" means calendar month and the word "year" means 12 months;
- (i) the words "in writing" include any communication sent by letter or email or any other form of communication capable of being read by the recipient;
- (j) a reference to a thing includes a part of that thing;
- (k) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (l) wherever "include", "for example" or any form of those words or similar expressions is used, it must be construed as if it were followed by "(without being limited to)";

- (m) money amounts are stated in Australian currency unless otherwise specified;
- (n) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body that performs most closely the functions of the defunct body; and
- (o) any expression in a provision of this Constitution that relates to a particular provision of the Act has the same meaning as in that provision of the Act.

1.3 Replaceable rules

The replaceable rules contained in the Act are displaced under section 135(2) and do not apply to the Company except to the extent that they are repeated in this Constitution.

2 Sole Purpose of Company

The sole purpose of the company is to act as the trustee of a regulated superannuation fund in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth).

3 Proprietary company

The Company is a proprietary company and:

- (a) the liability of Members is limited by shares;
- (b) the number of Members is limited to 50 (counting joint holders of shares as one person); and
- (c) it must not engage in any activity that would require disclosure to investors under Chapter 6D, except in the circumstances permitted by section 113(3).

4 Share capital

4.1 Classes of shares

The capital of the Company will be divided into any of the following classes:

- (a) ordinary shares; and
- (b) such other classes of shares as are approved in accordance with this Constitution and the Act from time to time.

4.2 Directors may issue shares

By resolution of the directors, the company may:

- (a) issue or dispose of shares on such terms and with such rights and restrictions as they think fit;
- (b) issue shares with such preferred, deferred or other special rights or restrictions whether with regard to dividend, voting, return of capital or otherwise; and
- (c) issue any preference shares on terms that they are, or at the option of the Company are liable, to be redeemed.

4.3 Rights attaching to ordinary shares

The ordinary shares confer on their holders:

- (a) the right to receive notice of and attend any general meeting of the Company;
- (b) the right to cast one vote on a show of hands at a general meeting of the Company and to cast one vote for each ordinary share held on a poll; and
- (c) Subject to the *Superannuation Industry (Supervision) Act 1993* (Cth), any other rights in the *Corporations Act 2001* (Cth).

4.4 Exercise of vote and rights

Subject to this Constitution, no person is entitled to vote or to exercise any right or privilege as a Member until the person is registered in the Register.

5 Shares held on trust or jointly

5.1 No recognition of trusts or other interests

Except as required under the Act the Company will not:

- (a) be required to recognise any person as holding a share on trust; or
- (b) be bound by or compelled in any way to recognise (whether or not the Company has been given notice) any equitable, contingent, future or partial claim, right or interest or any other right in any share except an absolute right of ownership in the holder listed in the Register.

5.2 Joint owners

Subject to this Constitution, if 2 or more persons are listed in the Register as the holders of a share:

- (a) they are deemed to hold the share as joint tenants with rights of survivorship;
- (b) they and their respective legal personal representatives are jointly and severally liable to pay all instalments and calls in respect of the share;
- (c) subject to clause (b), on the death of any one of them (evidence of which may be required by the Directors as they think fit), the survivor or survivors are the only person or persons whom the Company may recognise as having any title to the share; and
- (d) any one of them may give effectual receipts for any dividend or other distribution in respect of the share.

6 Certificates

6.1 Entitlement to certificates

A person whose name is entered as a Member in the Register is entitled without payment to receive a certificate in respect of the share, signed in any way authorised by the Company, in accordance with the Act. In respect of a share or shares held jointly by several persons, the Company is not bound to issue more than one certificate.

6.2 Delivery to joint holders

Delivery of a certificate for a share to one of several joint holders is sufficient delivery to all such holders.

7 Lien

7.1 Lien on unpaid capital and money owing

The Company has a first and paramount lien:

- (a) on every partly paid share for all money (whether presently payable or not) called or payable at a fixed time in respect of that share; and
- (b) on all shares registered in the name of a Member (either solely or jointly with another person) for all money presently payable to the Company by that person or the person entitled to the shares by reason of the death, mental incapacity, bankruptcy or insolvency of the first mentioned person.

7.2 Exemption from lien

The Directors may at any time exempt a share wholly or in part from the provisions of clause 7.1.

7.3 Lien to apply to dividends

The Company's lien (if any) on a share extends to all dividends payable in respect of the share.

7.4 Company's right of sale

Subject to clause 7.5, the Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien.

7.5 Restrictions on sale

A share on which the Company has a lien must not be sold unless:

- (a) a sum in respect of which the lien exists is presently payable; and
- (b) the Company has, not less than 14 days before the date of the sale, given to the registered holder for the time being of the share or the person entitled to the share by reason of the death, mental incapacity, bankruptcy or insolvency of the registered holder a notice in writing setting out, and demanding payment of, such part of the amount in respect of which the lien exists as is presently payable.

7.6 Effecting sale

- (a) The Directors may give effect to a sale referred to in clause 7.4 by authorising a person to transfer the share sold to the purchaser.
- (b) The purchaser of such a share:
 - i. will be registered as the holder of the share;
 - ii. is not responsible for the application of the purchase money; and
 - iii. will possess a title which is not affected by any irregularity or invalidity in connection with the sale.
- (c) After the name of the purchaser is entered in the Register, no person may impeach the validity of the sale and the remedy of any person aggrieved is in damages only and against the Company exclusively.

7.7 Application of sale proceeds

The Company will pay:

- (a) the net proceeds of any sale or disposal referred to in clauses 7.4 and 7.6 towards satisfaction of the amount in respect of which the lien exists; and
- (b) the residue (if any) of the proceeds of sale to the person entitled to the shares at the date of sale.

7.8 Taxation

- (a) If a liability is imposed on the Company to pay any tax or other charge in relation to the shares held by a person or by another person entitled to the shares by reason of the death, mental incapacity, bankruptcy or insolvency of the first mentioned person (in each case, the **(Relevant Person)**) or any dividend or any entitlements due to the Relevant Person, the Company:
 - (b) must, on demand, be fully indemnified by the Relevant Person from all such liability;
 - (c) has a lien on the shares of that person and all dividends, bonuses and other moneys payable in respect of shares registered in the name of the Relevant Person, including shares where the Relevant Person is one of several joint holders;
 - (d) may recover as a debt due from the Relevant Person any moneys paid by the Company in respect of such liability; and
 - (e) may refuse to register a transfer of any shares by the Relevant Person until those moneys are recovered.

8 Calls on shares

8.1 Call by Directors

Subject to the Act and this Constitution, the Directors may make a call on some or all of the Members in respect of any money unpaid on their shares which is not by the terms of issue of those shares made payable at fixed times.

8.2 Payment of call

Upon receiving at least 14 days' notice specifying the time and place of payment, each Member so notified must pay to the Company at the time or times and place so specified the amount called on the shares.

8.3 Terms of call

The Directors may revoke, postpone or extend a call as they think fit, and may authorise or require a call to be paid by instalments.

8.4 Deemed time of call

A call will be deemed to have been made at the time when the Directors' resolution authorising the call was passed.

8.5 Liability of joint holders

The joint holders of a share are jointly and severally liable to pay all calls in respect of the share.

8.6 Interest on unpaid calls

If a sum called in respect of a share is not paid before or on the day appointed for payment of the sum, the Member from whom the sum is due must pay interest at a rate and on terms determined by

the Directors. Interest may be calculated from the day appointed for payment of the sum to the time of actual payment. The Directors may waive payment of interest wholly or in part.

8.7 Fixed dates for calls

- (a) Any sum that, by the terms of issue of a share, becomes payable on allotment or at a fixed date is deemed to be a call duly made and payable on the date on which by the terms of issue the sum becomes payable.
- (b) In the case of non-payment of a sum referred to in clause (a), all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise apply as if the sum had become payable by virtue of a call duly made and notified.

8.8 Disabilities if calls unpaid

A Member may not exercise any right as a Member (including the right to receive a dividend, to be present at any meeting, to be counted in a quorum or to vote at any meeting or on a poll) until that Member has paid:

- (a) all calls due and payable by the Member whether alone or jointly with another person, together with interest and expenses in respect of the calls; and
- (b) all other sums (if any) presently payable by the Member in respect of any shares held by the Member, whether alone or jointly with another person.

8.9 Differentiation between Members

The Directors may, on the issue of shares, differentiate between Members as to the amount of calls to be paid and the times of payment.

8.10 Payment of calls in advance

- (a) The Directors may:
 - i. accept from any Member all or any part of the money unpaid on a share in excess of the sum actually called up; and
 - ii. cause the Company to pay interest at the rate agreed between the Directors and the Member paying the sum, on the whole or any part of the amount so accepted (unless the Company in general meeting otherwise determines).
- (b) Any amount paid in advance of calls will not be taken into account in ascertaining the amount of any dividend payable on the shares in respect of which the advance is made.
- (c) The Directors may repay an amount advanced under clause (a) on giving the relevant Member one month's notice in writing.

8.11 Evidence of call

- (a) In an action or other proceedings for the recovery of a call, it is sufficient, and conclusive evidence of the debt, to prove that:
 - i. the name of the defendant is entered in the Register as the holder or one of the holders of the share in respect of which the call is claimed;
 - ii. the resolution making the call is recorded in the minute book; and
 - iii. notice of the call was given to the defendant in accordance with this Constitution,

iv. and it is not necessary to prove the appointment of the Directors who made the call or any other matter whatsoever.

(b) In this clause 8.11, reference to the term **Defendant** includes a person against whom a set-off or counter-claim is alleged by the Company and the term “action or other proceedings for the recovery of a call” is to be construed accordingly.

9 No Encumbrances

A Member must not create or give any Encumbrance over its shares in favour of any person without the prior written consent of the Company, which consent may be withheld by the Company in its absolute discretion.

10 Transfer of shares

10.1 Transfer of shares

A Member may transfer all or any of the Member’s shares by instrument in writing in any form that the Directors approve. Such instrument of transfer must be executed by or on behalf of both the transferor and the transferee.

10.2 Registration of transfers

A transferor of shares remains the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the Register in respect of the shares.

The Directors are not required to register a transfer of shares in the Company unless:

- (a) the instrument of transfer has been duly stamped (if required by Law);
- (b) the instrument of transfer has been lodged at the Company’s Office;
- (c) any fee payable on registration of the transfer has been paid; and
- (d) the Directors have been given all the information they reasonably require to establish the right of the transferor to make the transfer.

The Directors may, in their discretion and without assigning any reason, refuse to register a transfer of shares in the Company.

The Directors may suspend the registration of transfers of shares in the Company at such times and for such periods as they determine. The period of suspension must not exceed in the aggregate 30 days in any calendar year.

11 Forfeiture of shares

11.1 Default

If a Member fails to pay a call or instalment of a call on or before the day appointed for payment of the call or instalment, the Directors may, at any time after that date, serve a notice on such Member requiring payment of the unpaid amount of the call or instalment, together with any interest and all expenses that the Company has incurred by reason of the non-payment.

11.2 Notice of forfeiture

The notice referred to in clause 11.1 must:

- (a) specify a day at least 14 days after the date of service of notice and a place at which the call or instalment and the interest and expenses referred to in clause 11.1 are to be paid; and
- (b) state that in the event of non-payment at the time and place appointed, the share in respect of which the call was made or instalment is payable is liable to be forfeited.

11.3 Forfeiture

- (a) If the requirements of a notice served under clauses 11.1 and 11.2 are not complied with, any share in respect of which the notice has been given may at any time after the date of non-compliance but before payment required by the notice has been made, be forfeited by a resolution of the Directors.
- (b) A forfeiture under clause (a) will include all dividends declared in respect of the forfeited shares and unpaid before the forfeiture.

11.4 Liability continues after forfeiture

Any Member whose share is forfeited:

- (a) ceases to be a Member in respect of the forfeited share; and
- (b) remains liable to pay and must immediately pay to the Company all money that, at the date of forfeiture, was payable to the Company in respect of the share, together with interest on those amounts from the date of forfeiture until payment, at such rate as the Directors determine.

11.5 Statutory declaration is conclusive

- (a) A statutory declaration that:
 - i. the declarant is a Director or a Secretary of the Company; and
 - ii. a share in the Company has been duly forfeited on a particular date,
- (b) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share.
- (c) The statutory declaration referred to in this clause 11.5 and the Company's receipt for the price of the share constitutes a good title to the share.

11.6 Disposal of forfeited shares

- (a) Any forfeited shares become the Company's property and the Directors may sell or dispose of the shares as they think fit, except that in the event of sale, the Directors will pay to the Member in whose name the share was registered immediately before the forfeiture, the residue (if any) of the proceeds of sale after satisfaction of all moneys due and unpaid.
- (b) Before any forfeited share is sold or disposed of, the forfeiture may be cancelled on such terms as the Directors think fit.
- (c) In relation to any sale or disposal under this clause 11.6, the Directors may arrange for an accountant or the Company's auditor to value the forfeited share. If the sale or disposal is made within three months of the date of the valuation, the valuation is conclusive evidence against the Member of the value of that share at the time of sale or disposal.

11.7 Transfer of forfeited share

- (a) The Company may receive the consideration (if any) given for a forfeited share on its sale or disposition and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- (b) On the execution of the transfer, the transferee:
 - i. will be registered as the holder of the share;
 - ii. is not responsible for the application of any purchase money; and
 - iii. will possess a title which is not affected by any irregularity or invalidity in connection with the forfeiture, sale or disposal of the share.
- (c) After the name of the transferee is entered in the Register, no person may impeach the validity of the transfer and the remedy of any person aggrieved by the transfer is in damages only and against the Company exclusively.

11.8 Application to outstanding money

The provisions of this Constitution as to forfeiture apply in the case of non-payment of any sum that, by the terms of issue of a share, becomes payable at a fixed time as if that sum had been payable by virtue of a call duly made and notified.

12 Alteration of capital

12.1 Power to consolidate, divide and cancel

Subject to the Act, the Company may by resolution:

- (a) consolidate and divide all or any of its share capital into shares of larger value than its existing shares;
- (b) subdivide all or any of its shares into shares of smaller value, provided that in the subdivision the proportion between the amount paid and the amount (if any) unpaid on each such reduced share is the same as it was in the case of the share from which the reduced share is derived; and
- (c) cancel shares that, at the date of the resolution have not been taken or agreed to be taken by any person or have been forfeited and reduce its share capital by the amount of the shares so cancelled.

12.2 Reduction of capital

Subject to the Act, the Company may, by resolution, reduce its share capital.

13 General meetings

13.1 Annual general meeting

The Company must hold an annual general meeting of the Company in accordance with the Act.

13.2 Power to convene general meeting

Any Director may, whenever the Director thinks fit, convene a general meeting of the Company's Members.

13.3 Notice period

- (a) Subject to the Act and clause (b), the Company must give at least 7 days' notice of general meetings (including annual general meetings).
- (b) The Company may call, on shorter notice than that specified in clause (a):
 - i. an annual general meeting, if all the Members entitled to attend and vote at the annual general meeting agree prior to the annual general meeting; and
 - ii. any other general meeting, if Members holding at least 95% of the votes that may be cast at the general meeting agree prior to the general meeting.

13.4 Notice of general meetings

- (a) Notice of every general meeting must be given in the manner authorised by clause 27 to:
 - i. every Member;
 - ii. every Director;
 - iii. the auditor (if any); and
 - iv. every person who establishes to the Directors' satisfaction their entitlement to a share in consequence of the death, mental incapacity, bankruptcy or insolvency of a Member and, who but for the death, mental incapacity, bankruptcy or insolvency (as the case may be) would have been entitled to receive notice of the meeting.
- (b) Notice to joint Members may be given by sending it to the joint Member named first in the Register.

13.5 Content of notice of general meetings

A notice of a general meeting must:

- (a) specify the place, date and time for the meeting and, if applicable, details as to how a Member may attend electronically;
- (b) except as provided by clause 13.6, state the general nature of the business to be transacted at the meeting;
- (c) if a Special Resolution is to be proposed at the meeting, set out an intention to propose the Special Resolution and state the resolution;
- (d) contain a statement of:
- (e) each Member's right to appoint a proxy; and
- (f) the fact that a proxy need not be a Member of the Company; and
- (g) contain a statement that, if the Member appoints more than one proxy, each proxy may be appointed to represent a specified proportion of the Member's votes.

13.6 Content of notice of annual general meeting

It is not necessary for the notice of an annual general meeting to state that the business to be transacted at the meeting includes:

- (a) the consideration of the financial statements and the reports of the Directors and auditor (if any);

- (b) the election of Directors and other officers in place of those retiring;
- (c) the declaration of dividends;
- (d) the appointment and fixing of the remuneration of the auditors; and
- (e) any other business which, under this Constitution or the Act, is required to be transacted at an annual general meeting.

13.7 Notice of adjourned meeting

When a meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for 30 days or more.

13.8 Failure to give notice

Any resolution passed at a meeting is not invalidated by:

- (a) the accidental omission to give notice of a meeting to any Member or non-receipt of that notice by a Member; or
- (b) the accidental omission to send out the instrument of proxy to a person entitled to receive notice or non-receipt of that instrument.

14 Proceedings at general meetings

14.1 Circular resolutions

- (a) A resolution may be passed without a general meeting being held if all the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. A body corporate's representative may sign such a circular resolution. Either member of a joint membership may sign a circular resolution.
- (b) Identical copies of the document may be distributed for signing by different Members and taken together will constitute one and the same document.
- (c) The resolution is passed when the last Member signs the document, and satisfies any requirement in this Constitution or the Act that the resolution be passed at a general meeting.

14.2 Sole Member resolutions

- (a) If at any time the Company has only one Member, it satisfies any requirement in this Constitution or the Act that a resolution be passed by that sole Member recording the resolution and signing the record.
- (b) A body corporate's representative may sign a resolution referred to in clause (a).

14.3 Use of technology

The Company may hold a meeting or permit Members to attend a meeting using any technology that gives Members a reasonable opportunity to participate, including through any internet-based meeting application or any analogous technology. A Member is present in person for such a meeting if that Member is participating through the internet-based meeting application.

14.4 Quorum

- (a) Except as otherwise provided in this Constitution, the quorum for a general meeting of the Company is 51% of Members present in person or by proxy, attorney or body corporate representative and the quorum must be present at all times during the meeting.
- (b) No business will be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- (c) For the purpose of determining whether a quorum is present:
 - i. each person attending as a proxy, as a body corporate's representative, or as a validly appointed attorney of a Member, is deemed to be a Member;
 - ii. if a Member has appointed more than one proxy, attorney or representative, only one may be counted; and
 - iii. if an individual person is attending both as a Member and as a proxy, attorney or representative, they may be counted only once.
- (d) If at any time the Company has only one Member, then that Member present in person or by proxy, attorney or body corporate representative is a quorum.

14.5 Effect of no quorum

If a quorum of the Company's Members is not present within half an hour after the time appointed for the meeting in the notice:

- (a) if the meeting was convened on the requisition of Members, the meeting must be dissolved; or
- (b) in any other case:
 - i. the meeting will be adjourned to the date, time and place that the Directors specify (or if the Directors do not specify such details, the meeting is adjourned to the same day in the next week at the same time and place) except that if the meeting is adjourned for 30 days or more, notice of the resumed meeting must be given; and
 - ii. if at a meeting resumed under clause (a) a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

14.6 Chairperson of general meeting

The Directors may elect any person to chair general meetings of the Company.

14.7 Vacancy in chair

Where a general meeting is held and:

- (a) a chairperson has not been elected by the Directors as provided by clause 14.6; or
- (b) the chairperson declines to act or is not present within 15 minutes after the time appointed for the holding of the meeting,

the Members present must elect one of their number to be chairperson of the meeting or part of the meeting (as the case may be).

14.8 Adjournment

The chairperson must adjourn a general meeting if the Members present with a majority of votes at the general meeting agree or direct that the chairperson must do so.

14.9 Adjourned meetings

- (a) Only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) A resolution passed at a meeting resumed after an adjournment is passed on the day it was in fact passed.

15 Voting at general meetings

15.1 Voting

- (a) A resolution put to the vote at a general meeting must be decided on a show of hands unless a poll is demanded.
- (b) Before a vote is taken, the chairperson must inform the general meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- (c) On a show of hands, a declaration by the chairperson is conclusive evidence of the result provided that the declaration reflects the show of hands and the votes of the proxies received. Neither the chairperson nor the minutes need to state the number or proportion of the votes recorded in favour or against the resolution.

15.2 Voting rights

Subject to any rights or restrictions attached to any class of shares, each Member, entitled to vote may vote in person or by proxy, attorney or body corporate representative authorised under the Act, at a meeting of the Members of the Company, and each Member has:

- (a) on a show of hands, one vote; and
- (b) on a poll, one vote for each share they hold.

15.3 Voting by joint holders

If a share is held jointly and more than one Member votes in respect of that share, only the vote of the Member whose name appears first in the Register is counted.

15.4 No entitlement to vote if calls are unpaid

If calls and other sums due and payable on a Member's share remain unpaid, that Member:

- (a) is not entitled to be present at any general meeting;
- (b) may not vote on any question or on a poll; and
- (c) may not be counted in a quorum.

15.5 Voting by persons entitled to shares

- (a) Subject to clause (b), any person entitled to a share in consequence of the death, mental incapacity, bankruptcy or insolvency of a Member, may vote at any general meeting in respect of that share as if they were the registered holder of the share.
- (b) A person entitled to vote under clause (a) must satisfy the Directors of their right to be transferred the share at least 48 hours before the scheduled time of the meeting or adjourned meeting at which that person proposes to vote, unless the Directors have previously admitted that person's right to vote at that meeting.

15.6 Voting by poll

- (a) A poll may be demanded by:
 - i. the chairperson;
 - ii. at least 3 Members present in person or by proxy, attorney or body corporate representative entitled to vote on the resolution; or
 - iii. a Member or Members present in person or by proxy, attorney or body corporate representative representing at least 5% of the total votes that may be cast on the resolution on a poll.
- (b) A poll may be demanded:
 - i. before a vote is taken; or
 - ii. before or immediately after the voting results on a show of hands are declared.
- (c) The percentage of votes that each Member holds is to be determined as at the close of business on the day before the poll is demanded.
- (d) The demand for a poll may be withdrawn.
- (e) If a poll is duly demanded, it must be taken in such manner and, subject to clause (f), either immediately or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll was demanded.
- (f) A poll is to include the votes of Members voting electronically at a meeting at which Members participate electronically using technology that includes an internet-based meeting application or any analogous technology.
- (g) A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.
- (h) The demand for a poll does not prevent a meeting continuing for the transaction of any business other than the question on which a poll has been demanded.

15.7 Casting vote of chair

In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded has a casting vote (in addition to any vote that the chairperson may have had as a member).

15.8 Objection to qualification of a voter

- (a) An objection to a person's right to vote at a general meeting:
 - i. may only be raised at a general meeting or adjourned meeting at which the vote objected to is given or tendered; and
 - ii. must be determined by the chairperson of the meeting, whose decision is final.
- (b) A vote not disallowed under an objection referred to in clause (a) is valid for all purposes.

15.9 Votes counted in error

If any vote is counted which ought not to have been counted or might have been rejected, the error will not invalidate the resolution unless the error is:

- (a) detected at the same meeting; and

- (b) of sufficient magnitude, in the opinion of the chairperson, as to invalidate the resolution.

16 Proxies

16.1 Who can appoint a proxy

- (a) A Member who is entitled to attend and vote at a general meeting may appoint a person as that Member's proxy to attend and vote for that Member at a meeting of the Company. A proxy need not be a Member of the Company.
- (b) The appointment may specify the proportion or number of votes that the proxy may exercise.
- (c) If the Member is entitled to cast more than one vote at a meeting, the Member may appoint 2 proxies. If the Member appoints 2 proxies and the appointment does not specify the proportion or number of the Member's votes each proxy may exercise, each proxy may exercise half of the Member's votes.
- (d) Any fractions of votes resulting from the application of clauses (b) or (c) must be disregarded.

16.2 Execution and form of proxies

- (a) An instrument appointing a proxy is valid if it is in the form specified by the Directors from time to time and is:
- i. signed by or on behalf of the Member of the Company making the appointment; and
 - ii. contains the following information:
 - iii. the Member's name and address;
 - iv. the Company's name;
 - v. the proxy's name or the name of the office held by the proxy; and
 - vi. the meetings at which the appointment may be used.
- (b) The proxy form must provide for the Member to vote for or against each resolution and may provide for abstention to be indicated.
- (c) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution. Where it does so, the proxy is not entitled to vote on the resolution except as specified in the instrument. A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
- (d) An instrument appointing a proxy confers authority to demand or join in demanding a poll.
- (e) Despite clause 15.3, where an instrument of proxy is signed by all of the joint holders of any Shares, the votes of the proxy so appointed must be accepted in respect of those Shares to the exclusion of any votes tendered by a proxy for any one of those joint holders.

16.3 Member's attorney

A Member may appoint an attorney to act, or to appoint a proxy to act, at a general meeting. If the appointor is an individual, the power of attorney must be signed in the presence of at least 1 witness.

16.4 Life of proxy

An instrument appointing a proxy will not be valid after 12 months from the date of its execution, unless it is expressly stated to be a standing appointment or to extend for a longer period.

16.5 Lodgement of proxies and powers of attorney

- (a) If a Member appoints a proxy or an attorney, the following documents must be given to the Company at the Office or at the place specified for the purpose in the notice calling the general meeting:
- i. the proxy's appointment; and
 - ii. if the appointment is signed by the appointor's attorney, the authority under which the form was signed or a certified copy of the authority; and
 - iii. in the case of an attorney, the power of attorney or a certified copy of it.
- (b) The appointment of a proxy or an attorney is valid for a meeting if the appointment and any authority are given to the Company at least 24 hours before the general meeting at which the proxy is to be used.

16.6 Corporate representative

A Member that is a body corporate may appoint an individual to act as its representative at general meetings as permitted by the Act.

16.7 Validity of proxy vote

A vote cast in accordance with the terms of an instrument of proxy or of a power of attorney is valid if no notice in writing of:

- (a) the previous death of the appointing Member;
- (b) the mental incapacity of the appointing Member;
- (c) the revocation of the proxy's appointment;
- (d) the revocation of the authority under which the proxy was appointed; or
- (e) the transfer of the share in respect of which the proxy was given,

has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used or exercised.

17 Appointment and removal of Directors

17.1 Number

The number of the Directors will not be less than 1 or more than 10, unless otherwise determined by 75% of shareholders of the Company.

17.2 Appointment by Company

Subject to the *Superannuation Industry (Supervision) Act 1993* (Cth), the Company may appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

17.3 Term of office

Each of the Directors will hold office until the Director vacates office or is removed under this Constitution.

17.4 Vacation of office

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) ceases to be a Director by virtue of the Act or this Constitution;
- (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (c) is prohibited from being a Director by reason of any order made under the Act;
- (d) becomes physically or mentally incapable of performing the Director's duties;
- (e) resigns by written notice to the Company;
- (f) is absent from Directors' meetings (without appointing an Alternate Director) without the consent of the other Directors for a period of more than 6 months; or
- (g) without the prior or subsequent consent of the other Directors, is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the Director's interest as required by the Act.

18 Powers and duties of Directors

18.1 General management power

Subject to the Act, this Constitution and any resolution of the Company, the Directors:

- (a) will manage the business of the Company;
- (b) may exercise all such powers of the Company that are not, by the Act or this Constitution, required to be exercised by the Company in general meeting, provided that no resolution of the Company in general meeting will invalidate any prior act of the Directors which would have been valid if such a resolution had not been made; and
- (c) may be reimbursed all reasonable expenses incurred in promoting and forming the Company.

18.2 Act in the best interests of a Holding Company

As contemplated by section 187 of the Act, a Director may act in good faith in the best interests of any Holding Company of the Company.

18.3 Attorneys

- (a) The Directors may, by power of attorney under deed, appoint any person or persons to be the attorney or attorneys of the Company with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- (b) Any such power of attorney may contain provisions for the protection and convenience of persons dealing with the attorney and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

18.4 Power to borrow and give security

- (a) Without limiting the generality of clause 18.1, the Directors may for the purposes of the Company:
 - i. borrow money, with or without giving security for it; and
 - ii. guarantee the performance of any obligation of the Company or of any other person providing they have the agreement of all other directors prior to entering into any such obligation.
- (b) With unanimous agreement the Directors may borrow or provide security as they think fit and in particular by the issue of bonds, debentures or debenture stock or any mortgage, charge or other security on the undertaking of the whole or part of the property of the Company (both present and future) including its uncalled capital.
- (c) Debentures, debenture stock, bonds or other securities may be:
 - i. made assignable free from any equities between the Company and the person to whom the same has been issued; or
 - ii. issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise, and any debentures may be re-issued notwithstanding that they may have been made paid off or satisfied.

18.5 Indemnity

Subject to clause 29 and to the extent permitted by the Act, if any of the Directors or any other person becomes personally liable for the payment of any sum primarily due from the Company, the Directors may execute a mortgage, charge or security over the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable from any loss in respect of the liability.

18.6 Other offices of Directors

Subject to the Act, a Director may hold any other office or offices under the Company (except that of auditor) in conjunction with the office of Director and on such terms as to remuneration and otherwise as the Directors may arrange.

18.7 Director may act in professional capacity

- (a) Subject to the Act and clause (b), any Director (or the Director's firm) may act in a professional capacity for the Company and the Director (or the Director's firm) is entitled to remuneration for professional services as if the Director were not a Director.
- (b) A Director (or the Director's firm) must not act as the Company's auditor.

19 Proceedings of Directors

19.1 Calling and holding Directors' meetings

- (a) A Director may call a Directors' meeting by giving at least 48 hours' notice to each Director.
- (b) A notice of a Directors' meeting may be given as the Directors may determine, either in writing, orally or by using technology.

19.2 Circulating resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Identical copies of the document may be distributed for signing by different Directors and taken together will constitute one and the same document.
- (c) The resolution is passed when the last Director signs the document.

19.3 Directors' meetings by technology

- (a) For the purposes of the Act, each Director, by consenting to be a Director (or by reason of the adoption of this Constitution), consents to the use of each of the following technologies for holding a Directors' meeting:
 - i. video;
 - ii. telephone;
 - iii. any other technology that permits each Director to communicate with every other Director; or
 - iv. any combination of these technologies.
- (b) Where the Directors are not all in attendance at one place and are holding a meeting using technology and each Director can communicate with the other Directors:
 - i. the participating Directors are, for the purpose of every provision of this Constitution concerning meetings of the Board, taken to be assembled together at a meeting and to be present at that meeting; and
 - ii. all proceedings of those Directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were physically present in the one location.
- (c) A Director is conclusively presumed to have been present and to have formed part of a quorum at all times during a technology meeting unless that Director has previously obtained the express consent of the chairperson to leave the meeting.

19.4 Directors' resolutions

- (a) A resolution of the Directors must be passed by a majority of the votes of Directors present and entitled to vote on the resolution.
- (b) In case of an equality of votes, the chairperson of the meeting, in addition to his or her deliberative vote (if any), has a casting vote.

19.5 Minutes

The Directors must cause minutes to be made of:

- (a) all appointments of Directors, Alternate Directors and officers;
- (b) the names of the Directors present at each meeting of the Directors;
- (c) all orders made by the Directors;

- (d) all declarations made or notices given by any Director (either generally or specifically) of his or her interest in any contract or proposed contract or of his or her holding of any office or property whereby any conflict of duty or interest may arise; and
- (e) all resolutions and proceedings of meetings of Members and classes of Members and of the Directors,
- (f) and retain the minutes in a minute book for a period of at least 10 years or such other period as may be required under the Act.
- (g) The minutes of a meeting must be signed by the chairperson of the meeting or the chairperson of the next meeting.
- (h) In the absence of evidence to the contrary, contents of the minute book that is recorded and signed in accordance with this clause 19.5 is evidence of the matters shown in the minute.

19.6 Director's personal interests

If a Director has a material personal interest in a matter that relates to the affairs of the Company other than an interest that does not have to be disclosed under section 191(2) of the Act and the Director discloses the nature and extent of the interest and its relation to the affairs of the Company to the other Directors, in accordance with section 191 of the Act and the Directors (other than the Director with the personal interest) approve the participation of that Director in the matter and permits that Director to vote on the matter, then:

- (a) the Director may vote on matters that relate to the interest;
- (b) any transactions that relate to the interest may proceed; and
- (c) if the disclosure is made before the transaction is entered into:
 - i. the Director may retain benefits under the transaction even though the Director has the interest; and
 - ii. the Company cannot avoid the transaction merely because of the existence of the interest.

19.7 Quorum

- (a) At a meeting of Directors properly convened the number of Directors whose presence is necessary to constitute a quorum is one.
- (b) If the office of a Director becomes vacant, the remaining Directors may act but, if the total number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, the Directors may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum or for the purpose of convening a general meeting of the Company.
- (c) A quorum of Directors must be present throughout each Director's meeting. If a quorum is not present at any time the meeting is not validly convened but without affecting the validity of any business conducted before the absence of a quorum occurs.
- (d) Despite any other provision in this Constitution, if no quorum is present within 30 minutes after the time appointed for the meeting:
 - i. the meeting is adjourned for 24 hours;
 - ii. the quorum for that rescheduled meeting is 1; and
 - iii. if no Director attends that adjourned meeting, the meeting is regarded as dissolved.

19.8 Chairperson

- (a) The Directors must elect a Director to chair their meetings and may determine the period for which the Director is to be the chairperson.
- (b) Where a meeting of the Directors is held and:
 - i. a Director has not already been elected to chair that meeting under clause (a); or
 - ii. the previously elected chairperson declines to act or is not present within 15 minutes after the time appointed for the holding of the meeting,
- (c) the Directors present must elect one of their number to chair the meeting or part of the Meeting (as the case may be).
- (d) The chairperson does not have a casting vote in addition to any vote the chairperson has as a Director.

19.9 Delegation to Committees

- (a) The Directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit.
- (b) A committee must exercise the powers delegated to it in accordance with any directions of the Directors. The effect of the committee exercising a power in this way is the same as if it had been exercised by the Directors.
- (c) The members of a committee may elect one of their number as chairperson of their meetings.
- (d) Where a meeting of a committee is held and:
 - i. a chairperson has not already been elected to chair that meeting under clause (c); or
 - ii. the previously elected chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act,
- (e) the members present may elect one of their number to be chairperson of the meeting.
- (f) A committee may meet and adjourn as it thinks fit unless otherwise directed by the Directors.
- (g) Questions arising at a meeting of a committee must be determined by a majority of votes of the members present and voting.
- (h) In the case of an equality of votes, the chairperson has a casting vote, in addition to any vote the chairperson has in the chairperson's capacity as a member of the committee (if any).

19.10 Acts of Directors valid despite defective appointment

Any act done at any meeting of the Directors or of a committee of Directors by any person acting as a Director is, although it is later discovered that there was some defect in the appointment of any such Director or that the Director was disqualified, is valid as if the Director had been duly appointed and was qualified to be a Director or to be a member of the committee.

20 Managing Director

20.1 Appointment and tenure

- (a) The Directors may appoint one or more Directors to be Managing Director of the Company. The appointment of Managing Director will be for such period and on such terms as the Directors think appropriate.
- (b) The Directors may, subject to the terms of any agreement entered into in a particular case, revoke any appointment of Managing Director.

20.2 Ceasing to hold office

A Managing Director:

- (a) is subject to the same provisions as to resignation and removal as a Director as the other Directors of the Company; and
- (b) immediately ceases to be a Director if he or she ceases to be a Managing Director.

20.3 Powers

- (a) The Directors may on such terms and conditions and with such restrictions as they think appropriate, confer on a Managing Director any of the powers exercisable by the Directors.
- (b) Any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the Directors.
- (c) The Directors may at any time withdraw or vary any of the powers so conferred on a Managing Director.

21 Alternate Directors

21.1 Power to appoint an Alternate Director

- (a) Subject to clause (b) and with the other Directors' prior written approval, a Director (**Appointing Director**) may appoint an Alternate Director to exercise some or all of the Appointing Director's powers either indefinitely or for a specified period. An Alternate Director need not be a Director or Member.
- (b) A Managing Director must not appoint an Alternate Director to act as Managing Director.

21.2 Appointment

The appointment of an Alternate Director must be in writing and a copy given to the Company.

21.3 Rights and powers

- (a) An Alternate Director:
 - i. is entitled to notice of each Directors' meeting and if the Appointing Director is not present at any such meeting, the Alternate Director may attend and vote at that meeting in the Appointing Director's place; and
 - ii. is otherwise entitled to exercise all the powers of the Appointing Director in the Appointing Director's place (unless the appointment was limited to some only of the Appointing Director's powers, in which case the Alternate Director may only exercise those powers).

- (b) When an Alternate Director exercises the Appointing Director's powers, the exercise of the powers is just as effective as if the powers were exercised by the Appointing Director.

21.4 Alternate Director is not agent of appointor

An Alternate Director is responsible to the Company for his or her own acts and defaults as if the Alternate Director were an ordinary Director and is not deemed to be an agent of the appointing Director.

21.5 Termination of appointment

- (a) The Appointing Director may terminate the Alternate Director's appointment at any time.
- (b) The termination of an Alternate Director must be in writing and is not effective until a copy is given to the Company.
- (c) In any case, the appointment of an Alternate Director terminates when the Appointing Director ceases to hold office as Director.

22 Secretary

A Secretary of the Company holds office on such terms and conditions, as to remuneration and otherwise, as the Directors determine.

23 Records and inspection

- (a) The Directors must ensure that proper accounting and other records of the Company are kept and where required, distributed, in accordance with the requirements of the Act.
- (b) The Directors must determine whether and on what terms the accounting records and other documents of the Company or any of them will be open to the inspection of Members other than Directors.
- (c) A Member other than a Director does not have the right to inspect any document of the Company except as provided by the Act or authorised by the Directors or by the Company in general meeting.

24 Dividends and reserves

24.1 Prohibition on distribution of income or property to members:

The Company must not distribute any of the income or property of itself to any member by dividend or in any other manner.

25 Capitalisation of profits

25.1 Authority to capitalise

The Company may, by ordinary resolution in general meeting and on the recommendation of the Directors, resolve that:

- (a) it is desirable to capitalise any sum, being the whole or part of the amount for the time being standing to the credit of any reserve account or profit and loss account or otherwise available for distribution to Members; and

- (b) that sum may be applied, in any of the ways mentioned in clause 25.2, for the benefit of Members in the proportions to which those Members would have been entitled in a distribution of that sum by way of dividend.

25.2 Appropriation and application

A sum distributed to Members in accordance with clause 25.1 may be applied:

- (a) in paying up any amounts unpaid on shares held by Members; or
- (b) in paying up in full unissued shares or debentures to be issued to Members as fully paid.

25.3 Adjustment of Members' rights

The Directors must do all things necessary to give effect to a resolution referred to in clause 25.1 and, in particular, to the extent necessary to adjust the rights of the Members among themselves, may:

- (a) issue fractional certificates or make cash payments in cases where shares or debentures become issuable in fractions; and
- (b) authorise any person to enter into, on behalf of all the Members entitled to any further shares or debentures on the capitalisation, an agreement with the Company providing for the issue to them, credited as fully paid up, of any further shares or debentures or for the payment by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing shares by the application of their respective proportions of the sum resolved to be capitalised,

and any agreement made under an authority referred to in clause (b) is effective and binding on all the Members concerned.

25.4 Distribution

- (a) If a distribution of capitalised profits is made on more than one class of shares, the distribution made on the shares of any particular class may be at a higher, lower or at the same rate as the distribution made on the shares of another class,
- (b) provided that the shares in any one class participate equally among themselves in any distribution made of capitalised profits in respect of that class.
- (c) There can be no objection to any resolution which declares a higher rate of distribution on the shares of any class or classes than the distribution made on the shares of any other class or classes.

26 Power of Attorney

26.1 Appointment of Attorney

Each Member (**Appointor**) irrevocably appoints the Company (**Attorney**), as its agent and attorney, with power to do everything necessary or expedient in the name of the Appointor and on its behalf to give effect to any of the transactions contemplated by this Constitution to the extent that the Appointor has failed to act in the manner required by this Constitution, including to:

- (a) settle, execute and deliver in the name of the Appointor and on its behalf all documents necessary to give effect to the transactions contemplated by this Constitution and all documents that are contemplated by or reasonably, ancillary or incidental to any such document, including conveyances, assignments, novations and transfers;

- (b) do everything necessary or expedient in the name of the Appointor and on its behalf to complete the transactions contemplated by this Constitution; and
- (c) exercise any rights attaching to the Appointor's shares, including voting rights, rights to appoint a proxy or representative, rights to attend and speak at a meeting of members of the Company and agree to such meetings being called on short notice.

The Attorney may:

- (d) appoint or remove any substitute, delegate or sub-attorney at any time; and
- (e) exercise its rights and powers under this clause 26:
- (f) in its own name or in the name of the Appointor; and
- (g) even if it benefits from the exercise of the rights or powers.

26.2 Further acts

The Appointor declares that all acts and things done by the Attorney and its substitutes, delegates and sub-attorneys in exercising rights and powers under this clause 26 will be as good and valid as if they had been done by the Appointor and agrees to:

- (a) ratify and confirm whatever the Attorney and its substitutes, delegates and sub-attorneys do, or cause to be done, in lawfully exercising their rights and powers under this clause 26;
- (b) indemnify the Attorney and its substitutes, delegates and sub-attorneys against all claims, demands, costs, charges, expenses, outgoing, losses and liabilities arising in any way in connection with the lawful exercise of their rights and powers under this clause 26; and
- (c) deliver to the Attorney on demand any power of attorney, instrument of transfer or other instruments as the Attorney may require for the purposes of this clause 26.

26.3 Irrevocable

The Appointor declares that the rights and powers granted to the Attorney under this clause 26 are given for valuable consideration and are irrevocable.

27 Notices

27.1 How notice to be given

A Member may, by written notice to the Secretary left at or sent to the Office, require that all notices to be given by the Company or the Directors be served on the Member's representative at an address specified in the notice.

The Company may give a notice to any Member by:

- (a) serving it on the Member personally;
- (b) properly addressing, prepaying and posting the notice to the Member or leaving it at the Member's address as shown in the Register or the address supplied by the Member to the Company for the giving of notices;
- (c) serving it in any manner contemplated in this clause 27.1 on a Member's representative as specified by the Member in a notice given under clause 0;
- (d) sending it by email to an email address nominated by the Member;

- (e) sending it via any other electronic means permitted by the Act and nominated by the Member for the giving of notices, including providing an electronic link to the notice; or
- (f) giving it by any other means permitted or contemplated by this clause 26 or the Act.

27.2 When notice is given

A notice is deemed to be given by the Company and received by the Member:

- (a) if delivered in person, when delivered to the Member;
- (b) if posted, on the day after the date of posting to the Member, whether delivered or not; or
- (c) if sent by email or other electronic means, on the day after the date of its transmission,
- (d) but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am (addressee's time) on the next Business Day.

27.3 Notice to joint holders

A notice may be given by the Company to joint Members by sending the notice to the joint Member first named in the Register or to an alternative address (if any) nominated by that Member.

28 Winding up

If the company is wound up, the liquidator may, with the sanction of a Special Resolution of the Company, divide amongst another organisation or organisations having the same object, the whole or any part of the assets of the company irrespective as to whether they are the same property or not.

29 Indemnity

29.1 Interpretation

In this clause 29:

- (a) **proceedings** means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act in their capacity as an officer of the Company (including proceedings alleging that they were guilty of negligence, default, breach of trust or breach of duty in relation to the Company); and
- (b) **officer** has the meaning given to that term in section 9 of the Act.

29.2 Scope of indemnity

In addition to any other indemnity provided to an officer of the Company in accordance with the Act, and to the extent permitted by the Act and any applicable Law:

- (a) every officer of the Company will be indemnified out of the assets of the Company against any liability incurred by them in relation to the execution of their office;
- (b) no officer of the Company is liable for any loss or damage incurred by the Company in relation to the execution of his or her office;
- (c) every officer of the Company will be indemnified out of the assets of the Company against any liability which he or she incurs:

- i. in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the officer or in which the officer is acquitted;
 - ii. in connection with any application, in relation to any such proceedings, in which relief is granted under the Act to the officer by the Court; and
- (d) every officer of the Company will be indemnified out of the assets of the Company against any liability to another person (other than the Company or a Related Body Corporate of the Company) where the liability is incurred by the officer in their capacity as an officer of the Company, provided that this indemnity will not apply where the liability arises out of conduct involving a lack of good faith.

29.3 Insurance

In addition to the payment of any other insurance premium by the Company in accordance with the Act, and to the extent permitted by the Act and any applicable Law, the Company may pay the premium in respect of a contract insuring an officer of the Company against a liability:

- (a) incurred by the officer of the Company in his or her capacity as officer, provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of sections 182 or 183 of the Act; or
- (b) for costs and expenses incurred by that officer of the Company in defending proceedings, whatever their outcome.

TK ELLIS SMSF PTY LTD
ACN: 657 387 098
Consent to Act As
Director and Secretary

Pursuant to Section 201D and 204C of the *Corporations Act 2001*

TO: The Board of Directors
TK ELLIS SMSF PTY LTD
UNIT 8 435-439 FULLARTON ROAD
HIGHGATE SA 5063

I, TIMOTHY JOHN ELLIS, hereby consent to act as a Director and Secretary of TK ELLIS SMSF PTY LTD upon registration by the Australian Securities and Investments Commission.

My personal details are as follows:

Full name: TIMOTHY JOHN ELLIS
Former names (if any): NONE
Residential Address: 5 LINFIELD AVENUE BELAIR SA 5052

Date of Birth: 8th December 1976
Place of Birth: ADELAIDE SA

Dated: the 17th day of February 2022

.....
TIMOTHY JOHN ELLIS

TK ELLIS SMSF PTY LTD

ACN: 657 387 098

Consent to Act As

Director

Pursuant to Section 201D of the *Corporations Act 2001*

TO: The Board of Directors
TK ELLIS SMSF PTY LTD
UNIT 8 435-439 FULLARTON ROAD
HIGHGATE SA 5063

I, KATE JANET LOUISA ELLIS, hereby consent to act as a Director of TK ELLIS SMSF PTY LTD upon registration by the Australian Securities and Investments Commission.

My personal details are as follows:

Full name: KATE JANET LOUISA ELLIS
Former names (if any): NONE
Residential Address: 5 LINFIELD AVENUE BELAIR SA 5052

Date of Birth: 16th August 1978
Place of Birth: ADELAIDE SA

Dated: the 17th day of February 2022

.....
KATE JANET LOUISA ELLIS

TK ELLIS SMSF PTY LTD
ACN: 657 387 098
Consent to Become a
Member

Pursuant to Section 120 of the *Corporations Act 2001*

TO: The Board of Directors
TK ELLIS SMSF PTY LTD
UNIT 8 435-439 FULLARTON ROAD
HIGHGATE SA 5063

I, TIMOTHY JOHN ELLIS, hereby consent to become a Member of TK ELLIS SMSF PTY LTD.

My personal details are as follows:

Full name: TIMOTHY JOHN ELLIS

Former names (if any):

Residential Address: 5 LINFIELD AVENUE BELAIR SA 5052

Upon registration of the Company, I agree to take up shares in TK ELLIS SMSF PTY LTD as outlined in the table below:

<i>Class of Share</i>	<i>Shares Held</i>	<i>Amount Paid per Share</i>	<i>Amount Unpaid per Share</i>	<i>Fully Paid</i>	<i>Beneficially Held</i>
ORD	90	\$1	\$0	Y	Y

Dated: the 17th day of February 2022

.....
TIMOTHY JOHN ELLIS

TK ELLIS SMSF PTY LTD
ACN: 657 387 098
Consent to Become a
Member

Pursuant to Section 120 of the *Corporations Act 2001*

TO: The Board of Directors
TK ELLIS SMSF PTY LTD
UNIT 8 435-439 FULLARTON ROAD
HIGHGATE SA 5063

I, KATE JANET LOUISA ELLIS, hereby consent to become a Member of TK ELLIS SMSF PTY LTD.

My personal details are as follows:

Full name: KATE JANET LOUISA ELLIS

Former names (if any):

Residential Address: 5 LINFIELD AVENUE BELAIR SA 5052

Upon registration of the Company, I agree to take up shares in TK ELLIS SMSF PTY LTD as outlined in the table below:

<i>Class of Share</i>	<i>Shares Held</i>	<i>Amount Paid per Share</i>	<i>Amount Unpaid per Share</i>	<i>Fully Paid</i>	<i>Beneficially Held</i>
ORD	90	\$1	\$0	Y	Y

Dated: the 17th day of February 2022

.....
KATE JANET LOUISA ELLIS

TK ELLIS SMSF PTY LTD
ACN: 657 387 098
Consent to Become a
Member

Pursuant to Section 120 of the *Corporations Act 2001*

TO: The Board of Directors
TK ELLIS SMSF PTY LTD
UNIT 8 435-439 FULLARTON ROAD
HIGHGATE SA 5063

I, hereby consent to become a Member of TK ELLIS SMSF PTY LTD.

My personal details are as follows:

Full name:

Former names (if any):

Residential Address:

Upon registration of the Company, I agree to take up shares in TK ELLIS SMSF PTY LTD as outlined in the table below:

<i>Class of Share</i>	<i>Shares Held</i>	<i>Amount Paid per Share</i>	<i>Amount Unpaid per Share</i>	<i>Fully Paid</i>	<i>Beneficially Held</i>
		\$	\$	Y	Y

Dated: the 17th day of February 2022

.....

TK ELLIS SMSF PTY LTD
ACN 657 387 098

Registered in South Australia under the *Corporations Act 2001* (Cth)

Share Certificate

Certificate No: 1

This is to certify that:

Timothy John Ellis

of 5 LINFIELD AVENUE BELAIR SA 5052

is the registered holder of:

Number of shares: 90

Class of shares: ORD

Fully or partly paid: Y

in the Company subject to the Constitution in force from time to time.

Executed by TK ELLIS SMSF PTY LTD by its)
duly authorised officer:)
)
)
)
)

.....
Signature of authorised director
Kate Janet Louisa Ellis

Date: the 17th day of February 2022

TK ELLIS SMSF PTY LTD
ACN 657 387 098

Registered in South Australia under the *Corporations Act 2001* (Cth)

Share Certificate

Certificate No: 2

This is to certify that:

Kate Janet Louisa Ellis

of 5 LINFIELD AVENUE BELAIR SA 5052

is the registered holder of:

Number of shares: 90

Class of shares: ORD

Fully or partly paid: Y

in the Company subject to the Constitution in force from time to time.

Executed by TK ELLIS SMSF PTY LTD by its)
duly authorised officer:)
)
)
)
)

.....
Signature of authorised director
Timothy John Ellis

Date: the 17th day of February 2022

Minutes Record

Minutes of the first meeting of directors of TK Ellis SMSF Pty Ltd

ACN: 657 387 098

- Held at:** UNIT 8 435-439 FULLARTON ROAD HIGHGATE SA 5063
- Present:** Timothy John Ellis
Kate Janet Louisa Ellis
- Chair:** The following person was appointed Chairperson of the first meeting of Directors.

Timothy John Ellis
- Registration of Company** **Discussed** that all matters relating to the registration of the Company had been attended to and that the Company had been registered on 17th February 2022. The certificate of registration was tabled as evidence the Company was duly registered.
- Director(s)** **Resolved** that
Timothy John Ellis
Kate Janet Louisa Ellis
- Secretary(ies)** **Resolved** that

Timothy John Ellis

be appointed secretary(s) of the Company and signed consent(s) were tabled.
- Register of Members** **Resolved** that the following members be entered in the register of members in accordance with their consent(s) and share certificate(s) which were tabled.

Timothy John Ellis
Kate Janet Louisa Ellis
- Public Officer** **Resolved** that the following person be appointed to fill the position of public officer, as required by Section 252 of the *Income Tax Assessment Act* and that notice of such appointment be given to the Australian Tax Office:

Timothy John Ellis
- Registered Office** **Resolved** that the registered office of the Company be located at:

UNIT 8 435-439 FULLARTON ROAD HIGHGATE SA 5063
- Principal Place of Business** **Resolved** that the principal place of business be located at:

5 LINFIELD AVENUE BELAIR SA 5052
- Constitution** **Resolved** that the constitution tabled at the meeting be approved and adopted as the constitution of the company.
- Register of option holders** **Resolved:** to establish, and keep up to date, a register of option holders in accordance with sections 168(1)(b) of the *Corporations Act*.
- Register of debenture holders** **Resolved:** to establish, and keep up to date, a register of debenture holders in accordance with sections 168(1)(c) of the *Corporations Act*.
- Financial records** **Resolved:** to do everything necessary to establish, and keep up to date, the financial records of the company, as required by the *Corporations Act*.
- Bank account** **Resolved:** to approve and open the bank accounts and to appoint the signatories in accordance with the terms of the bank account mandate forms.

Maintaining records

Resolved: to notify the relevant authorities and update the company's records in relation to the business.

Closure

There being no further business the meeting was closed.

Signed as a true and correct record:
Dated: the 17th day of February 2022

Timothy John Ellis (Chairperson)

CONSTITUTION

TK Ellis SMSF Pty Ltd
ACN: 657 387 098

EVAN RICHARDS & ASSOCIATES

Demystifying Law, Delivering Value

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Adelaide SA 5000

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OPERATIVE PROVISIONS

1 Definitions and interpretation

1.1 Definitions

In this Constitution, unless the context requires otherwise:

Act means the *Corporations Act 2001* (Cth) as amended, supplemented or replaced from time to time.

Alternate Director means any person who, for the time being, holds office as an alternate Director duly appointed in accordance with this Constitution.

Board means the board of Directors of the Company.

Business means the business conducted by the Group as at the date of this Constitution, or any other business carried on by the Group from time to time.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in South Australia.

Company means TK Ellis SMSF Pty Ltd, ACN: 657 387 098 or as that name is changed from time to time.

Constitution means this constitution of the Company as amended, supplemented or replaced from time to time.

Directors means all or any number of the directors for the time being of the Company appointed in accordance with this Constitution but does not include associate directors.

Encumbrance means any:

- (a) legal or equitable interest or power created, arising in or reserved in or over an interest in any property or asset; or
- (b) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or retention of title arrangement, right of set-off, assignment of income, garnishee order, monetary claim and flawed deposit arrangement);
- (c) any thing or preferential interest or arrangement of any kind giving a person priority or preference over claims or other persons with respect to any property or asset;
- (d) a security interest as defined in the *Personal Property Securities Act 2009* (Cth); or
- (e) any agreement or arrangement (whether legally binding or not) to grant or create anything referred to in paragraphs 0(b), (c) or (d).

Government Agency means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute.

Group means the Company and its subsidiaries, and Group Company means any one of them.

Law means:

- (a) principles of law or equity established by decisions of courts;

- (b) statutes, regulations or by-laws of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency; and
- (c) requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency that have the force of law.

Managing Director means any person who, for the time being, holds office as a managing director duly appointed in accordance with this Constitution.

Member means a registered holder of any share of the Company or any person deemed by this Constitution to be such a person.

Office means the registered office of the Company.

Register means the register of Members of the Company as required to be kept under section 168 of the Act.

Related Body Corporate has the meaning given to that term in the Act.

Secretary means any person appointed to perform the duties of a secretary of the Company.

Share means shares in the capital of the Company.

Special Resolution has the same meaning as in section 9 of the Act.

1.2 Interpretation

In this Constitution, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of this Constitution;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (g) the word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any other body or entity whether incorporated or not;
- (h) the word "month" means calendar month and the word "year" means 12 months;
- (i) the words "in writing" include any communication sent by letter or email or any other form of communication capable of being read by the recipient;
- (j) a reference to a thing includes a part of that thing;
- (k) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (l) wherever "include", "for example" or any form of those words or similar expressions is used, it must be construed as if it were followed by "(without being limited to)";

- (m) money amounts are stated in Australian currency unless otherwise specified;
- (n) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body that performs most closely the functions of the defunct body; and
- (o) any expression in a provision of this Constitution that relates to a particular provision of the Act has the same meaning as in that provision of the Act.

1.3 **Replaceable rules**

The replaceable rules contained in the Act are displaced under section 135(2) and do not apply to the Company except to the extent that they are repeated in this Constitution.

2 Sole Purpose of Company

The sole purpose of the company is to act as the trustee of a regulated superannuation fund in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth).

3 Proprietary company

The Company is a proprietary company and:

- (a) the liability of Members is limited by shares;
- (b) the number of Members is limited to 50 (counting joint holders of shares as one person); and
- (c) it must not engage in any activity that would require disclosure to investors under Chapter 6D, except in the circumstances permitted by section 113(3).

4 Share capital

4.1 **Classes of shares**

The capital of the Company will be divided into any of the following classes:

- (a) ordinary shares; and
- (b) such other classes of shares as are approved in accordance with this Constitution and the Act from time to time.

4.2 **Directors may issue shares**

By resolution of the directors, the company may:

- (a) issue or dispose of shares on such terms and with such rights and restrictions as they think fit;
- (b) issue shares with such preferred, deferred or other special rights or restrictions whether with regard to dividend, voting, return of capital or otherwise; and
- (c) issue any preference shares on terms that they are, or at the option of the Company are liable, to be redeemed.

4.3 **Rights attaching to ordinary shares**

The ordinary shares confer on their holders:

- (a) the right to receive notice of and attend any general meeting of the Company;
- (b) the right to cast one vote on a show of hands at a general meeting of the Company and to cast one vote for each ordinary share held on a poll; and
- (c) Subject to the *Superannuation Industry (Supervision) Act 1993* (Cth), any other rights in the *Corporations Act 2001* (Cth).

4.4 **Exercise of vote and rights**

Subject to this Constitution, no person is entitled to vote or to exercise any right or privilege as a Member until the person is registered in the Register.

5 Shares held on trust or jointly

5.1 **No recognition of trusts or other interests**

Except as required under the Act the Company will not:

- (a) be required to recognise any person as holding a share on trust; or
- (b) be bound by or compelled in any way to recognise (whether or not the Company has been given notice) any equitable, contingent, future or partial claim, right or interest or any other right in any share except an absolute right of ownership in the holder listed in the Register.

5.2 **Joint owners**

Subject to this Constitution, if 2 or more persons are listed in the Register as the holders of a share:

- (a) they are deemed to hold the share as joint tenants with rights of survivorship;
- (b) they and their respective legal personal representatives are jointly and severally liable to pay all instalments and calls in respect of the share;
- (c) subject to clause (b), on the death of any one of them (evidence of which may be required by the Directors as they think fit), the survivor or survivors are the only person or persons whom the Company may recognise as having any title to the share; and
- (d) any one of them may give effectual receipts for any dividend or other distribution in respect of the share.

6 Certificates

6.1 **Entitlement to certificates**

A person whose name is entered as a Member in the Register is entitled without payment to receive a certificate in respect of the share, signed in any way authorised by the Company, in accordance with the Act. In respect of a share or shares held jointly by several persons, the Company is not bound to issue more than one certificate.

6.2 **Delivery to joint holders**

Delivery of a certificate for a share to one of several joint holders is sufficient delivery to all such holders.

7 Lien

7.1 Lien on unpaid capital and money owing

The Company has a first and paramount lien:

- (a) on every partly paid share for all money (whether presently payable or not) called or payable at a fixed time in respect of that share; and
- (b) on all shares registered in the name of a Member (either solely or jointly with another person) for all money presently payable to the Company by that person or the person entitled to the shares by reason of the death, mental incapacity, bankruptcy or insolvency of the first mentioned person.

7.2 Exemption from lien

The Directors may at any time exempt a share wholly or in part from the provisions of clause 7.1.

7.3 Lien to apply to dividends

The Company's lien (if any) on a share extends to all dividends payable in respect of the share.

7.4 Company's right of sale

Subject to clause 7.5, the Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien.

7.5 Restrictions on sale

A share on which the Company has a lien must not be sold unless:

- (a) a sum in respect of which the lien exists is presently payable; and
- (b) the Company has, not less than 14 days before the date of the sale, given to the registered holder for the time being of the share or the person entitled to the share by reason of the death, mental incapacity, bankruptcy or insolvency of the registered holder a notice in writing setting out, and demanding payment of, such part of the amount in respect of which the lien exists as is presently payable.

7.6 Effecting sale

- (a) The Directors may give effect to a sale referred to in clause 7.4 by authorising a person to transfer the share sold to the purchaser.
- (b) The purchaser of such a share:
 - i. will be registered as the holder of the share;
 - ii. is not responsible for the application of the purchase money; and
 - iii. will possess a title which is not affected by any irregularity or invalidity in connection with the sale.
- (c) After the name of the purchaser is entered in the Register, no person may impeach the validity of the sale and the remedy of any person aggrieved is in damages only and against the Company exclusively.

7.7 Application of sale proceeds

The Company will pay:

- (a) the net proceeds of any sale or disposal referred to in clauses 7.4 and 7.6 towards satisfaction of the amount in respect of which the lien exists; and
- (b) the residue (if any) of the proceeds of sale to the person entitled to the shares at the date of sale.

7.8 Taxation

- (a) If a liability is imposed on the Company to pay any tax or other charge in relation to the shares held by a person or by another person entitled to the shares by reason of the death, mental incapacity, bankruptcy or insolvency of the first mentioned person (in each case, the **(Relevant Person)**) or any dividend or any entitlements due to the Relevant Person, the Company:
 - (b) must, on demand, be fully indemnified by the Relevant Person from all such liability;
 - (c) has a lien on the shares of that person and all dividends, bonuses and other moneys payable in respect of shares registered in the name of the Relevant Person, including shares where the Relevant Person is one of several joint holders;
 - (d) may recover as a debt due from the Relevant Person any moneys paid by the Company in respect of such liability; and
 - (e) may refuse to register a transfer of any shares by the Relevant Person until those moneys are recovered.

8 Calls on shares

8.1 Call by Directors

Subject to the Act and this Constitution, the Directors may make a call on some or all of the Members in respect of any money unpaid on their shares which is not by the terms of issue of those shares made payable at fixed times.

8.2 Payment of call

Upon receiving at least 14 days' notice specifying the time and place of payment, each Member so notified must pay to the Company at the time or times and place so specified the amount called on the shares.

8.3 Terms of call

The Directors may revoke, postpone or extend a call as they think fit, and may authorise or require a call to be paid by instalments.

8.4 Deemed time of call

A call will be deemed to have been made at the time when the Directors' resolution authorising the call was passed.

8.5 Liability of joint holders

The joint holders of a share are jointly and severally liable to pay all calls in respect of the share.

8.6 Interest on unpaid calls

If a sum called in respect of a share is not paid before or on the day appointed for payment of the sum, the Member from whom the sum is due must pay interest at a rate and on terms determined by

the Directors. Interest may be calculated from the day appointed for payment of the sum to the time of actual payment. The Directors may waive payment of interest wholly or in part.

8.7 Fixed dates for calls

- (a) Any sum that, by the terms of issue of a share, becomes payable on allotment or at a fixed date is deemed to be a call duly made and payable on the date on which by the terms of issue the sum becomes payable.
- (b) In the case of non-payment of a sum referred to in clause (a), all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise apply as if the sum had become payable by virtue of a call duly made and notified.

8.8 Disabilities if calls unpaid

A Member may not exercise any right as a Member (including the right to receive a dividend, to be present at any meeting, to be counted in a quorum or to vote at any meeting or on a poll) until that Member has paid:

- (a) all calls due and payable by the Member whether alone or jointly with another person, together with interest and expenses in respect of the calls; and
- (b) all other sums (if any) presently payable by the Member in respect of any shares held by the Member, whether alone or jointly with another person.

8.9 Differentiation between Members

The Directors may, on the issue of shares, differentiate between Members as to the amount of calls to be paid and the times of payment.

8.10 Payment of calls in advance

- (a) The Directors may:
 - i. accept from any Member all or any part of the money unpaid on a share in excess of the sum actually called up; and
 - ii. cause the Company to pay interest at the rate agreed between the Directors and the Member paying the sum, on the whole or any part of the amount so accepted (unless the Company in general meeting otherwise determines).
- (b) Any amount paid in advance of calls will not be taken into account in ascertaining the amount of any dividend payable on the shares in respect of which the advance is made.
- (c) The Directors may repay an amount advanced under clause (a) on giving the relevant Member one month's notice in writing.

8.11 Evidence of call

- (a) In an action or other proceedings for the recovery of a call, it is sufficient, and conclusive evidence of the debt, to prove that:
 - i. the name of the defendant is entered in the Register as the holder or one of the holders of the share in respect of which the call is claimed;
 - ii. the resolution making the call is recorded in the minute book; and
 - iii. notice of the call was given to the defendant in accordance with this Constitution,

iv. and it is not necessary to prove the appointment of the Directors who made the call or any other matter whatsoever.

(b) In this clause 8.11, reference to the term **Defendant** includes a person against whom a set-off or counter-claim is alleged by the Company and the term “action or other proceedings for the recovery of a call” is to be construed accordingly.

9 No Encumbrances

A Member must not create or give any Encumbrance over its shares in favour of any person without the prior written consent of the Company, which consent may be withheld by the Company in its absolute discretion.

10 Transfer of shares

10.1 Transfer of shares

A Member may transfer all or any of the Member’s shares by instrument in writing in any form that the Directors approve. Such instrument of transfer must be executed by or on behalf of both the transferor and the transferee.

10.2 Registration of transfers

A transferor of shares remains the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the Register in respect of the shares.

The Directors are not required to register a transfer of shares in the Company unless:

- (a) the instrument of transfer has been duly stamped (if required by Law);
- (b) the instrument of transfer has been lodged at the Company’s Office;
- (c) any fee payable on registration of the transfer has been paid; and
- (d) the Directors have been given all the information they reasonably require to establish the right of the transferor to make the transfer.

The Directors may, in their discretion and without assigning any reason, refuse to register a transfer of shares in the Company.

The Directors may suspend the registration of transfers of shares in the Company at such times and for such periods as they determine. The period of suspension must not exceed in the aggregate 30 days in any calendar year.

11 Forfeiture of shares

11.1 Default

If a Member fails to pay a call or instalment of a call on or before the day appointed for payment of the call or instalment, the Directors may, at any time after that date, serve a notice on such Member requiring payment of the unpaid amount of the call or instalment, together with any interest and all expenses that the Company has incurred by reason of the non-payment.

11.2 Notice of forfeiture

The notice referred to in clause 11.1 must:

- (a) specify a day at least 14 days after the date of service of notice and a place at which the call or instalment and the interest and expenses referred to in clause 11.1 are to be paid; and
- (b) state that in the event of non-payment at the time and place appointed, the share in respect of which the call was made or instalment is payable is liable to be forfeited.

11.3 Forfeiture

- (a) If the requirements of a notice served under clauses 11.1 and 11.2 are not complied with, any share in respect of which the notice has been given may at any time after the date of non-compliance but before payment required by the notice has been made, be forfeited by a resolution of the Directors.
- (b) A forfeiture under clause (a) will include all dividends declared in respect of the forfeited shares and unpaid before the forfeiture.

11.4 Liability continues after forfeiture

Any Member whose share is forfeited:

- (a) ceases to be a Member in respect of the forfeited share; and
- (b) remains liable to pay and must immediately pay to the Company all money that, at the date of forfeiture, was payable to the Company in respect of the share, together with interest on those amounts from the date of forfeiture until payment, at such rate as the Directors determine.

11.5 Statutory declaration is conclusive

- (a) A statutory declaration that:
 - i. the declarant is a Director or a Secretary of the Company; and
 - ii. a share in the Company has been duly forfeited on a particular date,
- (b) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share.
- (c) The statutory declaration referred to in this clause 11.5 and the Company's receipt for the price of the share constitutes a good title to the share.

11.6 Disposal of forfeited shares

- (a) Any forfeited shares become the Company's property and the Directors may sell or dispose of the shares as they think fit, except that in the event of sale, the Directors will pay to the Member in whose name the share was registered immediately before the forfeiture, the residue (if any) of the proceeds of sale after satisfaction of all moneys due and unpaid.
- (b) Before any forfeited share is sold or disposed of, the forfeiture may be cancelled on such terms as the Directors think fit.
- (c) In relation to any sale or disposal under this clause 11.6, the Directors may arrange for an accountant or the Company's auditor to value the forfeited share. If the sale or disposal is made within three months of the date of the valuation, the valuation is conclusive evidence against the Member of the value of that share at the time of sale or disposal.

11.7 **Transfer of forfeited share**

- (a) The Company may receive the consideration (if any) given for a forfeited share on its sale or disposition and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- (b) On the execution of the transfer, the transferee:
 - i. will be registered as the holder of the share;
 - ii. is not responsible for the application of any purchase money; and
 - iii. will possess a title which is not affected by any irregularity or invalidity in connection with the forfeiture, sale or disposal of the share.
- (c) After the name of the transferee is entered in the Register, no person may impeach the validity of the transfer and the remedy of any person aggrieved by the transfer is in damages only and against the Company exclusively.

11.8 **Application to outstanding money**

The provisions of this Constitution as to forfeiture apply in the case of non-payment of any sum that, by the terms of issue of a share, becomes payable at a fixed time as if that sum had been payable by virtue of a call duly made and notified.

12 Alteration of capital

12.1 **Power to consolidate, divide and cancel**

Subject to the Act, the Company may by resolution:

- (a) consolidate and divide all or any of its share capital into shares of larger value than its existing shares;
- (b) subdivide all or any of its shares into shares of smaller value, provided that in the subdivision the proportion between the amount paid and the amount (if any) unpaid on each such reduced share is the same as it was in the case of the share from which the reduced share is derived; and
- (c) cancel shares that, at the date of the resolution have not been taken or agreed to be taken by any person or have been forfeited and reduce its share capital by the amount of the shares so cancelled.

12.2 **Reduction of capital**

Subject to the Act, the Company may, by resolution, reduce its share capital.

13 General meetings

13.1 **Annual general meeting**

The Company must hold an annual general meeting of the Company in accordance with the Act.

13.2 **Power to convene general meeting**

Any Director may, whenever the Director thinks fit, convene a general meeting of the Company's Members.

13.3 Notice period

- (a) Subject to the Act and clause (b), the Company must give at least 7 days' notice of general meetings (including annual general meetings).
- (b) The Company may call, on shorter notice than that specified in clause (a):
 - i. an annual general meeting, if all the Members entitled to attend and vote at the annual general meeting agree prior to the annual general meeting; and
 - ii. any other general meeting, if Members holding at least 95% of the votes that may be cast at the general meeting agree prior to the general meeting.

13.4 Notice of general meetings

- (a) Notice of every general meeting must be given in the manner authorised by clause 27 to:
 - i. every Member;
 - ii. every Director;
 - iii. the auditor (if any); and
 - iv. every person who establishes to the Directors' satisfaction their entitlement to a share in consequence of the death, mental incapacity, bankruptcy or insolvency of a Member and, who but for the death, mental incapacity, bankruptcy or insolvency (as the case may be) would have been entitled to receive notice of the meeting.
- (b) Notice to joint Members may be given by sending it to the joint Member named first in the Register.

13.5 Content of notice of general meetings

A notice of a general meeting must:

- (a) specify the place, date and time for the meeting and, if applicable, details as to how a Member may attend electronically;
- (b) except as provided by clause 13.6, state the general nature of the business to be transacted at the meeting;
- (c) if a Special Resolution is to be proposed at the meeting, set out an intention to propose the Special Resolution and state the resolution;
- (d) contain a statement of:
- (e) each Member's right to appoint a proxy; and
- (f) the fact that a proxy need not be a Member of the Company; and
- (g) contain a statement that, if the Member appoints more than one proxy, each proxy may be appointed to represent a specified proportion of the Member's votes.

13.6 Content of notice of annual general meeting

It is not necessary for the notice of an annual general meeting to state that the business to be transacted at the meeting includes:

- (a) the consideration of the financial statements and the reports of the Directors and auditor (if any);

- (b) the election of Directors and other officers in place of those retiring;
- (c) the declaration of dividends;
- (d) the appointment and fixing of the remuneration of the auditors; and
- (e) any other business which, under this Constitution or the Act, is required to be transacted at an annual general meeting.

13.7 Notice of adjourned meeting

When a meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for 30 days or more.

13.8 Failure to give notice

Any resolution passed at a meeting is not invalidated by:

- (a) the accidental omission to give notice of a meeting to any Member or non-receipt of that notice by a Member; or
- (b) the accidental omission to send out the instrument of proxy to a person entitled to receive notice or non-receipt of that instrument.

14 Proceedings at general meetings

14.1 Circular resolutions

- (a) A resolution may be passed without a general meeting being held if all the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. A body corporate's representative may sign such a circular resolution. Either member of a joint membership may sign a circular resolution.
- (b) Identical copies of the document may be distributed for signing by different Members and taken together will constitute one and the same document.
- (c) The resolution is passed when the last Member signs the document, and satisfies any requirement in this Constitution or the Act that the resolution be passed at a general meeting.

14.2 Sole Member resolutions

- (a) If at any time the Company has only one Member, it satisfies any requirement in this Constitution or the Act that a resolution be passed by that sole Member recording the resolution and signing the record.
- (b) A body corporate's representative may sign a resolution referred to in clause (a).

14.3 Use of technology

The Company may hold a meeting or permit Members to attend a meeting using any technology that gives Members a reasonable opportunity to participate, including through any internet-based meeting application or any analogous technology. A Member is present in person for such a meeting if that Member is participating through the internet-based meeting application.

14.4 Quorum

- (a) Except as otherwise provided in this Constitution, the quorum for a general meeting of the Company is 51% of Members present in person or by proxy, attorney or body corporate representative and the quorum must be present at all times during the meeting.
- (b) No business will be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- (c) For the purpose of determining whether a quorum is present:
 - i. each person attending as a proxy, as a body corporate's representative, or as a validly appointed attorney of a Member, is deemed to be a Member;
 - ii. if a Member has appointed more than one proxy, attorney or representative, only one may be counted; and
 - iii. if an individual person is attending both as a Member and as a proxy, attorney or representative, they may be counted only once.
- (d) If at any time the Company has only one Member, then that Member present in person or by proxy, attorney or body corporate representative is a quorum.

14.5 Effect of no quorum

If a quorum of the Company's Members is not present within half an hour after the time appointed for the meeting in the notice:

- (a) if the meeting was convened on the requisition of Members, the meeting must be dissolved; or
- (b) in any other case:
 - i. the meeting will be adjourned to the date, time and place that the Directors specify (or if the Directors do not specify such details, the meeting is adjourned to the same day in the next week at the same time and place) except that if the meeting is adjourned for 30 days or more, notice of the resumed meeting must be given; and
 - ii. if at a meeting resumed under clause (a) a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

14.6 Chairperson of general meeting

The Directors may elect any person to chair general meetings of the Company.

14.7 Vacancy in chair

Where a general meeting is held and:

- (a) a chairperson has not been elected by the Directors as provided by clause 14.6; or
- (b) the chairperson declines to act or is not present within 15 minutes after the time appointed for the holding of the meeting,

the Members present must elect one of their number to be chairperson of the meeting or part of the meeting (as the case may be).

14.8 Adjournment

The chairperson must adjourn a general meeting if the Members present with a majority of votes at the general meeting agree or direct that the chairperson must do so.

14.9 **Adjourned meetings**

- (a) Only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) A resolution passed at a meeting resumed after an adjournment is passed on the day it was in fact passed.

15 Voting at general meetings

15.1 **Voting**

- (a) A resolution put to the vote at a general meeting must be decided on a show of hands unless a poll is demanded.
- (b) Before a vote is taken, the chairperson must inform the general meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- (c) On a show of hands, a declaration by the chairperson is conclusive evidence of the result provided that the declaration reflects the show of hands and the votes of the proxies received. Neither the chairperson nor the minutes need to state the number or proportion of the votes recorded in favour or against the resolution.

15.2 **Voting rights**

Subject to any rights or restrictions attached to any class of shares, each Member, entitled to vote may vote in person or by proxy, attorney or body corporate representative authorised under the Act, at a meeting of the Members of the Company, and each Member has:

- (a) on a show of hands, one vote; and
- (b) on a poll, one vote for each share they hold.

15.3 **Voting by joint holders**

If a share is held jointly and more than one Member votes in respect of that share, only the vote of the Member whose name appears first in the Register is counted.

15.4 **No entitlement to vote if calls are unpaid**

If calls and other sums due and payable on a Member's share remain unpaid, that Member:

- (a) is not entitled to be present at any general meeting;
- (b) may not vote on any question or on a poll; and
- (c) may not be counted in a quorum.

15.5 **Voting by persons entitled to shares**

- (a) Subject to clause (b), any person entitled to a share in consequence of the death, mental incapacity, bankruptcy or insolvency of a Member, may vote at any general meeting in respect of that share as if they were the registered holder of the share.
- (b) A person entitled to vote under clause (a) must satisfy the Directors of their right to be transferred the share at least 48 hours before the scheduled time of the meeting or adjourned meeting at which that person proposes to vote, unless the Directors have previously admitted that person's right to vote at that meeting.

15.6 Voting by poll

- (a) A poll may be demanded by:
 - i. the chairperson;
 - ii. at least 3 Members present in person or by proxy, attorney or body corporate representative entitled to vote on the resolution; or
 - iii. a Member or Members present in person or by proxy, attorney or body corporate representative representing at least 5% of the total votes that may be cast on the resolution on a poll.
- (b) A poll may be demanded:
 - i. before a vote is taken; or
 - ii. before or immediately after the voting results on a show of hands are declared.
- (c) The percentage of votes that each Member holds is to be determined as at the close of business on the day before the poll is demanded.
- (d) The demand for a poll may be withdrawn.
- (e) If a poll is duly demanded, it must be taken in such manner and, subject to clause (f), either immediately or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll was demanded.
- (f) A poll is to include the votes of Members voting electronically at a meeting at which Members participate electronically using technology that includes an internet-based meeting application or any analogous technology.
- (g) A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.
- (h) The demand for a poll does not prevent a meeting continuing for the transaction of any business other than the question on which a poll has been demanded.

15.7 Casting vote of chair

In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded has a casting vote (in addition to any vote that the chairperson may have had as a member).

15.8 Objection to qualification of a voter

- (a) An objection to a person's right to vote at a general meeting:
 - i. may only be raised at a general meeting or adjourned meeting at which the vote objected to is given or tendered; and
 - ii. must be determined by the chairperson of the meeting, whose decision is final.
- (b) A vote not disallowed under an objection referred to in clause (a) is valid for all purposes.

15.9 Votes counted in error

If any vote is counted which ought not to have been counted or might have been rejected, the error will not invalidate the resolution unless the error is:

- (a) detected at the same meeting; and

- (b) of sufficient magnitude, in the opinion of the chairperson, as to invalidate the resolution.

16 Proxies

16.1 Who can appoint a proxy

- (a) A Member who is entitled to attend and vote at a general meeting may appoint a person as that Member's proxy to attend and vote for that Member at a meeting of the Company. A proxy need not be a Member of the Company.
- (b) The appointment may specify the proportion or number of votes that the proxy may exercise.
- (c) If the Member is entitled to cast more than one vote at a meeting, the Member may appoint 2 proxies. If the Member appoints 2 proxies and the appointment does not specify the proportion or number of the Member's votes each proxy may exercise, each proxy may exercise half of the Member's votes.
- (d) Any fractions of votes resulting from the application of clauses (b) or (c) must be disregarded.

16.2 Execution and form of proxies

- (a) An instrument appointing a proxy is valid if it is in the form specified by the Directors from time to time and is:
- i. signed by or on behalf of the Member of the Company making the appointment; and
 - ii. contains the following information:
 - iii. the Member's name and address;
 - iv. the Company's name;
 - v. the proxy's name or the name of the office held by the proxy; and
 - vi. the meetings at which the appointment may be used.
- (b) The proxy form must provide for the Member to vote for or against each resolution and may provide for abstention to be indicated.
- (c) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution. Where it does so, the proxy is not entitled to vote on the resolution except as specified in the instrument. A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
- (d) An instrument appointing a proxy confers authority to demand or join in demanding a poll.
- (e) Despite clause 15.3, where an instrument of proxy is signed by all of the joint holders of any Shares, the votes of the proxy so appointed must be accepted in respect of those Shares to the exclusion of any votes tendered by a proxy for any one of those joint holders.

16.3 Member's attorney

A Member may appoint an attorney to act, or to appoint a proxy to act, at a general meeting. If the appointor is an individual, the power of attorney must be signed in the presence of at least 1 witness.

16.4 **Life of proxy**

An instrument appointing a proxy will not be valid after 12 months from the date of its execution, unless it is expressly stated to be a standing appointment or to extend for a longer period.

16.5 **Lodgement of proxies and powers of attorney**

- (a) If a Member appoints a proxy or an attorney, the following documents must be given to the Company at the Office or at the place specified for the purpose in the notice calling the general meeting:
 - i. the proxy's appointment; and
 - ii. if the appointment is signed by the appointor's attorney, the authority under which the form was signed or a certified copy of the authority; and
 - iii. in the case of an attorney, the power of attorney or a certified copy of it.
- (b) The appointment of a proxy or an attorney is valid for a meeting if the appointment and any authority are given to the Company at least 24 hours before the general meeting at which the proxy is to be used.

16.6 **Corporate representative**

A Member that is a body corporate may appoint an individual to act as its representative at general meetings as permitted by the Act.

16.7 **Validity of proxy vote**

A vote cast in accordance with the terms of an instrument of proxy or of a power of attorney is valid if no notice in writing of:

- (a) the previous death of the appointing Member;
- (b) the mental incapacity of the appointing Member;
- (c) the revocation of the proxy's appointment;
- (d) the revocation of the authority under which the proxy was appointed; or
- (e) the transfer of the share in respect of which the proxy was given,

has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used or exercised.

17 Appointment and removal of Directors

17.1 **Number**

The number of the Directors will not be less than 1 or more than 10, unless otherwise determined by 75% of shareholders of the Company.

17.2 **Appointment by Company**

Subject to the *Superannuation Industry (Supervision) Act 1993* (Cth), the Company may appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

17.3 **Term of office**

Each of the Directors will hold office until the Director vacates office or is removed under this Constitution.

17.4 **Vacation of office**

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) ceases to be a Director by virtue of the Act or this Constitution;
- (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (c) is prohibited from being a Director by reason of any order made under the Act;
- (d) becomes physically or mentally incapable of performing the Director's duties;
- (e) resigns by written notice to the Company;
- (f) is absent from Directors' meetings (without appointing an Alternate Director) without the consent of the other Directors for a period of more than 6 months; or
- (g) without the prior or subsequent consent of the other Directors, is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the Director's interest as required by the Act.

18 Powers and duties of Directors

18.1 **General management power**

Subject to the Act, this Constitution and any resolution of the Company, the Directors:

- (a) will manage the business of the Company;
- (b) may exercise all such powers of the Company that are not, by the Act or this Constitution, required to be exercised by the Company in general meeting, provided that no resolution of the Company in general meeting will invalidate any prior act of the Directors which would have been valid if such a resolution had not been made; and
- (c) may be reimbursed all reasonable expenses incurred in promoting and forming the Company.

18.2 **Act in the best interests of a Holding Company**

As contemplated by section 187 of the Act, a Director may act in good faith in the best interests of any Holding Company of the Company.

18.3 **Attorneys**

- (a) The Directors may, by power of attorney under deed, appoint any person or persons to be the attorney or attorneys of the Company with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- (b) Any such power of attorney may contain provisions for the protection and convenience of persons dealing with the attorney and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

18.4 Power to borrow and give security

- (a) Without limiting the generality of clause 18.1, the Directors may for the purposes of the Company:
 - i. borrow money, with or without giving security for it; and
 - ii. guarantee the performance of any obligation of the Company or of any other person providing they have the agreement of all other directors prior to entering into any such obligation.
- (b) With unanimous agreement the Directors may borrow or provide security as they think fit and in particular by the issue of bonds, debentures or debenture stock or any mortgage, charge or other security on the undertaking of the whole or part of the property of the Company (both present and future) including its uncalled capital.
- (c) Debentures, debenture stock, bonds or other securities may be:
 - i. made assignable free from any equities between the Company and the person to whom the same has been issued; or
 - ii. issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise, and any debentures may be re-issued notwithstanding that they may have been made paid off or satisfied.

18.5 Indemnity

Subject to clause 29 and to the extent permitted by the Act, if any of the Directors or any other person becomes personally liable for the payment of any sum primarily due from the Company, the Directors may execute a mortgage, charge or security over the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable from any loss in respect of the liability.

18.6 Other offices of Directors

Subject to the Act, a Director may hold any other office or offices under the Company (except that of auditor) in conjunction with the office of Director and on such terms as to remuneration and otherwise as the Directors may arrange.

18.7 Director may act in professional capacity

- (a) Subject to the Act and clause (b), any Director (or the Director's firm) may act in a professional capacity for the Company and the Director (or the Director's firm) is entitled to remuneration for professional services as if the Director were not a Director.
- (b) A Director (or the Director's firm) must not act as the Company's auditor.

19 Proceedings of Directors

19.1 Calling and holding Directors' meetings

- (a) A Director may call a Directors' meeting by giving at least 48 hours' notice to each Director.
- (b) A notice of a Directors' meeting may be given as the Directors may determine, either in writing, orally or by using technology.

19.2 Circulating resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Identical copies of the document may be distributed for signing by different Directors and taken together will constitute one and the same document.
- (c) The resolution is passed when the last Director signs the document.

19.3 Directors' meetings by technology

- (a) For the purposes of the Act, each Director, by consenting to be a Director (or by reason of the adoption of this Constitution), consents to the use of each of the following technologies for holding a Directors' meeting:
 - i. video;
 - ii. telephone;
 - iii. any other technology that permits each Director to communicate with every other Director; or
 - iv. any combination of these technologies.
- (b) Where the Directors are not all in attendance at one place and are holding a meeting using technology and each Director can communicate with the other Directors:
 - i. the participating Directors are, for the purpose of every provision of this Constitution concerning meetings of the Board, taken to be assembled together at a meeting and to be present at that meeting; and
 - ii. all proceedings of those Directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were physically present in the one location.
- (c) A Director is conclusively presumed to have been present and to have formed part of a quorum at all times during a technology meeting unless that Director has previously obtained the express consent of the chairperson to leave the meeting.

19.4 Directors' resolutions

- (a) A resolution of the Directors must be passed by a majority of the votes of Directors present and entitled to vote on the resolution.
- (b) In case of an equality of votes, the chairperson of the meeting, in addition to his or her deliberative vote (if any), has a casting vote.

19.5 Minutes

The Directors must cause minutes to be made of:

- (a) all appointments of Directors, Alternate Directors and officers;
- (b) the names of the Directors present at each meeting of the Directors;
- (c) all orders made by the Directors;

- (d) all declarations made or notices given by any Director (either generally or specifically) of his or her interest in any contract or proposed contract or of his or her holding of any office or property whereby any conflict of duty or interest may arise; and
- (e) all resolutions and proceedings of meetings of Members and classes of Members and of the Directors,
- (f) and retain the minutes in a minute book for a period of at least 10 years or such other period as may be required under the Act.
- (g) The minutes of a meeting must be signed by the chairperson of the meeting or the chairperson of the next meeting.
- (h) In the absence of evidence to the contrary, contents of the minute book that is recorded and signed in accordance with this clause 19.5 is evidence of the matters shown in the minute.

19.6 Director's personal interests

If a Director has a material personal interest in a matter that relates to the affairs of the Company other than an interest that does not have to be disclosed under section 191(2) of the Act and the Director discloses the nature and extent of the interest and its relation to the affairs of the Company to the other Directors, in accordance with section 191 of the Act and the Directors (other than the Director with the personal interest) approve the participation of that Director in the matter and permits that Director to vote on the matter, then:

- (a) the Director may vote on matters that relate to the interest;
- (b) any transactions that relate to the interest may proceed; and
- (c) if the disclosure is made before the transaction is entered into:
 - i. the Director may retain benefits under the transaction even though the Director has the interest; and
 - ii. the Company cannot avoid the transaction merely because of the existence of the interest.

19.7 Quorum

- (a) At a meeting of Directors properly convened the number of Directors whose presence is necessary to constitute a quorum is one.
- (b) If the office of a Director becomes vacant, the remaining Directors may act but, if the total number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, the Directors may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum or for the purpose of convening a general meeting of the Company.
- (c) A quorum of Directors must be present throughout each Director's meeting. If a quorum is not present at any time the meeting is not validly convened but without affecting the validity of any business conducted before the absence of a quorum occurs.
- (d) Despite any other provision in this Constitution, if no quorum is present within 30 minutes after the time appointed for the meeting:
 - i. the meeting is adjourned for 24 hours;
 - ii. the quorum for that rescheduled meeting is 1; and
 - iii. if no Director attends that adjourned meeting, the meeting is regarded as dissolved.

19.8 Chairperson

- (a) The Directors must elect a Director to chair their meetings and may determine the period for which the Director is to be the chairperson.
- (b) Where a meeting of the Directors is held and:
 - i. a Director has not already been elected to chair that meeting under clause (a); or
 - ii. the previously elected chairperson declines to act or is not present within 15 minutes after the time appointed for the holding of the meeting,
- (c) the Directors present must elect one of their number to chair the meeting or part of the Meeting (as the case may be).
- (d) The chairperson does not have a casting vote in addition to any vote the chairperson has as a Director.

19.9 Delegation to Committees

- (a) The Directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit.
- (b) A committee must exercise the powers delegated to it in accordance with any directions of the Directors. The effect of the committee exercising a power in this way is the same as if it had been exercised by the Directors.
- (c) The members of a committee may elect one of their number as chairperson of their meetings.
- (d) Where a meeting of a committee is held and:
 - i. a chairperson has not already been elected to chair that meeting under clause (c); or
 - ii. the previously elected chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act,
- (e) the members present may elect one of their number to be chairperson of the meeting.
- (f) A committee may meet and adjourn as it thinks fit unless otherwise directed by the Directors.
- (g) Questions arising at a meeting of a committee must be determined by a majority of votes of the members present and voting.
- (h) In the case of an equality of votes, the chairperson has a casting vote, in addition to any vote the chairperson has in the chairperson's capacity as a member of the committee (if any).

19.10 Acts of Directors valid despite defective appointment

Any act done at any meeting of the Directors or of a committee of Directors by any person acting as a Director is, although it is later discovered that there was some defect in the appointment of any such Director or that the Director was disqualified, is valid as if the Director had been duly appointed and was qualified to be a Director or to be a member of the committee.

20 Managing Director

20.1 Appointment and tenure

- (a) The Directors may appoint one or more Directors to be Managing Director of the Company. The appointment of Managing Director will be for such period and on such terms as the Directors think appropriate.
- (b) The Directors may, subject to the terms of any agreement entered into in a particular case, revoke any appointment of Managing Director.

20.2 Ceasing to hold office

A Managing Director:

- (a) is subject to the same provisions as to resignation and removal as a Director as the other Directors of the Company; and
- (b) immediately ceases to be a Director if he or she ceases to be a Managing Director.

20.3 Powers

- (a) The Directors may on such terms and conditions and with such restrictions as they think appropriate, confer on a Managing Director any of the powers exercisable by the Directors.
- (b) Any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the Directors.
- (c) The Directors may at any time withdraw or vary any of the powers so conferred on a Managing Director.

21 Alternate Directors

21.1 Power to appoint an Alternate Director

- (a) Subject to clause (b) and with the other Directors' prior written approval, a Director (**Appointing Director**) may appoint an Alternate Director to exercise some or all of the Appointing Director's powers either indefinitely or for a specified period. An Alternate Director need not be a Director or Member.
- (b) A Managing Director must not appoint an Alternate Director to act as Managing Director.

21.2 Appointment

The appointment of an Alternate Director must be in writing and a copy given to the Company.

21.3 Rights and powers

- (a) An Alternate Director:
 - i. is entitled to notice of each Directors' meeting and if the Appointing Director is not present at any such meeting, the Alternate Director may attend and vote at that meeting in the Appointing Director's place; and
 - ii. is otherwise entitled to exercise all the powers of the Appointing Director in the Appointing Director's place (unless the appointment was limited to some only of the Appointing Director's powers, in which case the Alternate Director may only exercise those powers).

- (b) When an Alternate Director exercises the Appointing Director's powers, the exercise of the powers is just as effective as if the powers were exercised by the Appointing Director.

21.4 Alternate Director is not agent of appointor

An Alternate Director is responsible to the Company for his or her own acts and defaults as if the Alternate Director were an ordinary Director and is not deemed to be an agent of the appointing Director.

21.5 Termination of appointment

- (a) The Appointing Director may terminate the Alternate Director's appointment at any time.
- (b) The termination of an Alternate Director must be in writing and is not effective until a copy is given to the Company.
- (c) In any case, the appointment of an Alternate Director terminates when the Appointing Director ceases to hold office as Director.

22 Secretary

A Secretary of the Company holds office on such terms and conditions, as to remuneration and otherwise, as the Directors determine.

23 Records and inspection

- (a) The Directors must ensure that proper accounting and other records of the Company are kept and where required, distributed, in accordance with the requirements of the Act.
- (b) The Directors must determine whether and on what terms the accounting records and other documents of the Company or any of them will be open to the inspection of Members other than Directors.
- (c) A Member other than a Director does not have the right to inspect any document of the Company except as provided by the Act or authorised by the Directors or by the Company in general meeting.

24 Dividends and reserves

24.1 Prohibition on distribution of income or property to members:

The Company must not distribute any of the income or property of itself to any member by dividend or in any other manner.

25 Capitalisation of profits

25.1 Authority to capitalise

The Company may, by ordinary resolution in general meeting and on the recommendation of the Directors, resolve that:

- (a) it is desirable to capitalise any sum, being the whole or part of the amount for the time being standing to the credit of any reserve account or profit and loss account or otherwise available for distribution to Members; and

- (b) that sum may be applied, in any of the ways mentioned in clause 25.2, for the benefit of Members in the proportions to which those Members would have been entitled in a distribution of that sum by way of dividend.

25.2 **Appropriation and application**

A sum distributed to Members in accordance with clause 25.1 may be applied:

- (a) in paying up any amounts unpaid on shares held by Members; or
- (b) in paying up in full unissued shares or debentures to be issued to Members as fully paid.

25.3 **Adjustment of Members' rights**

The Directors must do all things necessary to give effect to a resolution referred to in clause 25.1 and, in particular, to the extent necessary to adjust the rights of the Members among themselves, may:

- (a) issue fractional certificates or make cash payments in cases where shares or debentures become issuable in fractions; and
- (b) authorise any person to enter into, on behalf of all the Members entitled to any further shares or debentures on the capitalisation, an agreement with the Company providing for the issue to them, credited as fully paid up, of any further shares or debentures or for the payment by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing shares by the application of their respective proportions of the sum resolved to be capitalised,

and any agreement made under an authority referred to in clause (b) is effective and binding on all the Members concerned.

25.4 **Distribution**

- (a) If a distribution of capitalised profits is made on more than one class of shares, the distribution made on the shares of any particular class may be at a higher, lower or at the same rate as the distribution made on the shares of another class,
- (b) provided that the shares in any one class participate equally among themselves in any distribution made of capitalised profits in respect of that class.
- (c) There can be no objection to any resolution which declares a higher rate of distribution on the shares of any class or classes than the distribution made on the shares of any other class or classes.

26 **Power of Attorney**

26.1 **Appointment of Attorney**

Each Member (**Appointor**) irrevocably appoints the Company (**Attorney**), as its agent and attorney, with power to do everything necessary or expedient in the name of the Appointor and on its behalf to give effect to any of the transactions contemplated by this Constitution to the extent that the Appointor has failed to act in the manner required by this Constitution, including to:

- (a) settle, execute and deliver in the name of the Appointor and on its behalf all documents necessary to give effect to the transactions contemplated by this Constitution and all documents that are contemplated by or reasonably, ancillary or incidental to any such document, including conveyances, assignments, novations and transfers;

- (b) do everything necessary or expedient in the name of the Appointor and on its behalf to complete the transactions contemplated by this Constitution; and
- (c) exercise any rights attaching to the Appointor's shares, including voting rights, rights to appoint a proxy or representative, rights to attend and speak at a meeting of members of the Company and agree to such meetings being called on short notice.

The Attorney may:

- (d) appoint or remove any substitute, delegate or sub-attorney at any time; and
- (e) exercise its rights and powers under this clause 26:
- (f) in its own name or in the name of the Appointor; and
- (g) even if it benefits from the exercise of the rights or powers.

26.2 Further acts

The Appointor declares that all acts and things done by the Attorney and its substitutes, delegates and sub-attorneys in exercising rights and powers under this clause 26 will be as good and valid as if they had been done by the Appointor and agrees to:

- (a) ratify and confirm whatever the Attorney and its substitutes, delegates and sub-attorneys do, or cause to be done, in lawfully exercising their rights and powers under this clause 26;
- (b) indemnify the Attorney and its substitutes, delegates and sub-attorneys against all claims, demands, costs, charges, expenses, outgoing, losses and liabilities arising in any way in connection with the lawful exercise of their rights and powers under this clause 26; and
- (c) deliver to the Attorney on demand any power of attorney, instrument of transfer or other instruments as the Attorney may require for the purposes of this clause 26.

26.3 Irrevocable

The Appointor declares that the rights and powers granted to the Attorney under this clause 26 are given for valuable consideration and are irrevocable.

27 Notices

27.1 How notice to be given

A Member may, by written notice to the Secretary left at or sent to the Office, require that all notices to be given by the Company or the Directors be served on the Member's representative at an address specified in the notice.

The Company may give a notice to any Member by:

- (a) serving it on the Member personally;
- (b) properly addressing, prepaying and posting the notice to the Member or leaving it at the Member's address as shown in the Register or the address supplied by the Member to the Company for the giving of notices;
- (c) serving it in any manner contemplated in this clause 27.1 on a Member's representative as specified by the Member in a notice given under clause 0;
- (d) sending it by email to an email address nominated by the Member;

- (e) sending it via any other electronic means permitted by the Act and nominated by the Member for the giving of notices, including providing an electronic link to the notice; or
- (f) giving it by any other means permitted or contemplated by this clause 26 or the Act.

27.2 When notice is given

A notice is deemed to be given by the Company and received by the Member:

- (a) if delivered in person, when delivered to the Member;
- (b) if posted, on the day after the date of posting to the Member, whether delivered or not; or
- (c) if sent by email or other electronic means, on the day after the date of its transmission,
- (d) but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am (addressee's time) on the next Business Day.

27.3 Notice to joint holders

A notice may be given by the Company to joint Members by sending the notice to the joint Member first named in the Register or to an alternative address (if any) nominated by that Member.

28 Winding up

If the company is wound up, the liquidator may, with the sanction of a Special Resolution of the Company, divide amongst another organisation or organisations having the same object, the whole or any part of the assets of the company irrespective as to whether they are the same property or not.

29 Indemnity

29.1 Interpretation

In this clause 29:

- (a) **proceedings** means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act in their capacity as an officer of the Company (including proceedings alleging that they were guilty of negligence, default, breach of trust or breach of duty in relation to the Company); and
- (b) **officer** has the meaning given to that term in section 9 of the Act.

29.2 Scope of indemnity

In addition to any other indemnity provided to an officer of the Company in accordance with the Act, and to the extent permitted by the Act and any applicable Law:

- (a) every officer of the Company will be indemnified out of the assets of the Company against any liability incurred by them in relation to the execution of their office;
- (b) no officer of the Company is liable for any loss or damage incurred by the Company in relation to the execution of his or her office;
- (c) every officer of the Company will be indemnified out of the assets of the Company against any liability which he or she incurs:

- i. in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the officer or in which the officer is acquitted;
 - ii. in connection with any application, in relation to any such proceedings, in which relief is granted under the Act to the officer by the Court; and
- (d) every officer of the Company will be indemnified out of the assets of the Company against any liability to another person (other than the Company or a Related Body Corporate of the Company) where the liability is incurred by the officer in their capacity as an officer of the Company, provided that this indemnity will not apply where the liability arises out of conduct involving a lack of good faith.

29.3 Insurance

In addition to the payment of any other insurance premium by the Company in accordance with the Act, and to the extent permitted by the Act and any applicable Law, the Company may pay the premium in respect of a contract insuring an officer of the Company against a liability:

- (a) incurred by the officer of the Company in his or her capacity as officer, provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of sections 182 or 183 of the Act; or
- (b) for costs and expenses incurred by that officer of the Company in defending proceedings, whatever their outcome.

TK ELLIS SMSF PTY LTD
ACN: 657 387 098
Consent to Act As
Director and Secretary

Pursuant to Section 201D and 204C of the *Corporations Act 2001*

TO: The Board of Directors
TK ELLIS SMSF PTY LTD
UNIT 8 435-439 FULLARTON ROAD
HIGHGATE SA 5063

I, TIMOTHY JOHN ELLIS, hereby consent to act as a Director and Secretary of TK ELLIS SMSF PTY LTD upon registration by the Australian Securities and Investments Commission.

My personal details are as follows:

Full name: TIMOTHY JOHN ELLIS
Former names (if any): NONE
Residential Address: 5 LINFIELD AVENUE BELAIR SA 5052

Date of Birth: 8th December 1976
Place of Birth: ADELAIDE SA

Dated: the 17th day of February 2022

.....
TIMOTHY JOHN ELLIS

TK ELLIS SMSF PTY LTD
ACN: 657 387 098

Consent to Act As
Director

Pursuant to Section 201D of the *Corporations Act 2001*

TO: The Board of Directors
TK ELLIS SMSF PTY LTD
UNIT 8 435-439 FULLARTON ROAD
HIGHGATE SA 5063

I, KATE JANET LOUISA ELLIS, hereby consent to act as a Director of TK ELLIS SMSF PTY LTD upon registration by the Australian Securities and Investments Commission.

My personal details are as follows:

Full name: KATE JANET LOUISA ELLIS
Former names (if any): NONE
Residential Address: 5 LINFIELD AVENUE BELAIR SA 5052

Date of Birth: 16th August 1978
Place of Birth: ADELAIDE SA

Dated: the 17th day of February 2022

.....
KATE JANET LOUISA ELLIS

TK ELLIS SMSF PTY LTD
ACN: 657 387 098
Consent to Become a
Member

Pursuant to Section 120 of the *Corporations Act 2001*

TO: The Board of Directors
TK ELLIS SMSF PTY LTD
UNIT 8 435-439 FULLARTON ROAD
HIGHGATE SA 5063

I, TIMOTHY JOHN ELLIS, hereby consent to become a Member of TK ELLIS SMSF PTY LTD.

My personal details are as follows:

Full name: TIMOTHY JOHN ELLIS

Former names (if any):

Residential Address: 5 LINFIELD AVENUE BELAIR SA 5052

Upon registration of the Company, I agree to take up shares in TK ELLIS SMSF PTY LTD as outlined in the table below:

<i>Class of Share</i>	<i>Shares Held</i>	<i>Amount Paid per Share</i>	<i>Amount Unpaid per Share</i>	<i>Fully Paid</i>	<i>Beneficially Held</i>
ORD	90	\$1	\$0	Y	Y

Dated: the 17th day of February 2022

.....
TIMOTHY JOHN ELLIS

TK ELLIS SMSF PTY LTD
ACN: 657 387 098
Consent to Become a
Member

Pursuant to Section 120 of the *Corporations Act 2001*

TO: The Board of Directors
TK ELLIS SMSF PTY LTD
UNIT 8 435-439 FULLARTON ROAD
HIGHGATE SA 5063

I, KATE JANET LOUISA ELLIS, hereby consent to become a Member of TK ELLIS SMSF PTY LTD.

My personal details are as follows:

Full name: KATE JANET LOUISA ELLIS

Former names (if any):

Residential Address: 5 LINFIELD AVENUE BELAIR SA 5052

Upon registration of the Company, I agree to take up shares in TK ELLIS SMSF PTY LTD as outlined in the table below:

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Full name:

Former names (if any):

Residential Address:

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		\$	\$	Y	Y

Dated: the 17th day of February 2022

.....

TK ELLIS SMSF PTY LTD
ACN 657 387 098

Registered in South Australia under the *Corporations Act 2001* (Cth)

Share Certificate

Certificate No: 1

This is to certify that:

Timothy John Ellis

of 5 LINFIELD AVENUE BELAIR SA 5052

is the registered holder of:

Number of shares: 90

Class of shares: ORD

Fully or partly paid: Y

in the Company subject to the Constitution in force from time to time.

Executed by TK ELLIS SMSF PTY LTD by its)
duly authorised officer:)
)
)
)
)

.....
Signature of authorised director
Kate Janet Louisa Ellis

Date: the 17th day of February 2022

TK ELLIS SMSF PTY LTD
ACN 657 387 098

Registered in South Australia under the *Corporations Act 2001* (Cth)

Share Certificate

Certificate No: 2

This is to certify that:

Kate Janet Louisa Ellis

of 5 LINFIELD AVENUE BELAIR SA 5052

is the registered holder of:

Number of shares: 90

Class of shares: ORD

Fully or partly paid: Y

in the Company subject to the Constitution in force from time to time.

Executed by TK ELLIS SMSF PTY LTD by its)
duly authorised officer:)
)
)
)
)

.....
Signature of authorised director
Timothy John Ellis

Date: the 17th day of February 2022

Minutes Record

Minutes of the first meeting of directors of TK Ellis SMSF Pty Ltd ACN: 657 387 098

- Held at:** UNIT 8 435-439 FULLARTON ROAD HIGHGATE SA 5063
- Present:** Timothy John Ellis
Kate Janet Louisa Ellis
- Chair:** The following person was appointed Chairperson of the first meeting of Directors.

Timothy John Ellis
- Registration of Company** **Discussed** that all matters relating to the registration of the Company had been attended to and that the Company had been registered on 17th February 2022. The certificate of registration was tabled as evidence the Company was duly registered.
- Director(s)** **Resolved** that
Timothy John Ellis
Kate Janet Louisa Ellis
- Secretary(ies)** **Resolved** that
Timothy John Ellis

be appointed secretary(s) of the Company and signed consent(s) were tabled.
- Register of Members** **Resolved** that the following members be entered in the register of members in accordance with their consent(s) and share certificate(s) which were tabled.
Timothy John Ellis
Kate Janet Louisa Ellis
- Public Officer** **Resolved** that the following person be appointed to fill the position of public officer, as required by Section 252 of the *Income Tax Assessment Act* and that notice of such appointment be given to the Australian Tax Office:

Timothy John Ellis
- Registered Office** **Resolved** that the registered office of the Company be located at:

UNIT 8 435-439 FULLARTON ROAD HIGHGATE SA 5063
- Principal Place of Business** **Resolved** that the principal place of business be located at:

5 LINFIELD AVENUE BELAIR SA 5052
- Constitution** **Resolved** that the constitution tabled at the meeting be approved and adopted as the constitution of the company.
- Register of option holders** **Resolved:** to establish, and keep up to date, a register of option holders in accordance with sections 168(1)(b) of the *Corporations Act*.
- Register of debenture holders** **Resolved:** to establish, and keep up to date, a register of debenture holders in accordance with sections 168(1)(c) of the *Corporations Act*.
- Financial records** **Resolved:** to do everything necessary to establish, and keep up to date, the financial records of the company, as required by the *Corporations Act*.
- Bank account** **Resolved:** to approve and open the bank accounts and to appoint the signatories in accordance with the terms of the bank account mandate forms.

Maintaining records

Resolved: to notify the relevant authorities and update the company's records in relation to the business.

Closure

There being no further business the meeting was closed.

Signed as a true and correct record:
Dated: the 17th day of February 2022

Timothy John Ellis (Chairperson)

**ASIC**

Australian Securities & Investments Commission

Forms Manager

Registered Agents

Company: TK ELLIS SMSF PTY LTD ACN 657 387 098

Company details

Date company registered 17-02-2022
 Company next review date 17-02-2023
 Company type Australian Proprietary Company
 Company status Registered
 Home unit company No
 Superannuation trustee company Yes
 Non profit company No

Registered office

UNIT 8 , 435-439 FULLARTON ROAD , HIGHGATE SA 5063

Principal place of business

5 LINFIELD AVENUE , BELAIR SA 5052

Officeholders

ELLIS, KATE JANET LOUISA

Born 16-08-1978 at ADELAIDE SA

5 LINFIELD AVENUE , BELAIR SA 5052

Office(s) held: Director, appointed 17-02-2022

ELLIS, TIMOTHY JOHN

Born 08-12-1976 at ADELAIDE SA

5 LINFIELD AVENUE , BELAIR SA 5052

Office(s) held: Director, appointed 17-02-2022
Secretary, appointed 17-02-2022**Company share structure**

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY	180	180.00	0.00

Members

ELLIS , KATE JANET LOUISA 5 LINFIELD AVENUE , BELAIR SA 5052

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

ELLIS , TIMOTHY JOHN 5 LINFIELD AVENUE , BELAIR SA 5052

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

Document history

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

Received	Number	FormDescription	Status
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17-02-2022 4EAB47973 201 APPLICATION FOR INCORPORATION (DIVN 1) Processed and imaged

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I understand that as an individual trustee or director of the corporate trustee of

Fund name

TK Ellis Self Managed Super Fund

I am responsible for ensuring that the fund complies with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing the fund's compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

SOLE PURPOSE

I understand it is my responsibility to ensure the fund is only maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

TRUSTEE DUTIES

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- ensure that members only access their super benefits if they have met a legitimate condition of release
- refrain from entering into transactions that circumvent restrictions on the payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund
 - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers allowed by special determinations or acquisitions as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

- having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
 - all trustee declarations
 - copies of all reports given to members
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund
- ensure that an approved auditor is appointed within the prescribed period (currently this is no later than 31 days before the due date for lodgment of the fund's annual return but this may change to 45 days) to audit the fund for each income year, and provide that auditor with documents as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 28 days of the fund being wound up or after becoming aware that the fund has ceased to be an SMSF.

DECLARATION

By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- *I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.*
- *I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.*
- *I do not have access to the government's financial assistance program that is available to trustees of Australian Prudential Regulation Authority (APRA) regulated funds in the case of financial loss due to fraudulent conduct or theft.*

Trustee's or director's name

Kate Ellis

Trustee's or director's signature

[Signature box]

Date

Day / Month / Year
 / /

Witness' name (witness must be 18 years old or over)

[Witness name box]

Witness' signature

[Signature box]

Date

Day / Month / Year
 / /



Self-managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of

Fund name

TK Ellis Self Managed Super Fund

I am responsible for ensuring that the fund complies with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing the fund's compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

SOLE PURPOSE

I understand it is my responsibility to ensure the fund is only maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

TRUSTEE DUTIES

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- ensure that members only access their super benefits if they have met a legitimate condition of release
- refrain from entering into transactions that circumvent restrictions on the payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
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Investment restrictions

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 - name of the fund
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DECLARATION

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Trustee's or director's name

Timothy Ellis

Trustee's or director's signature

Date

Day / Month / Year
 / /

Witness' name (witness must be 18 years old or over)

Witness' signature

Date

Day / Month / Year
 / /



Self-managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of

Fund name

TK Ellis Self Managed Super Fund

I am responsible for ensuring that the fund complies with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing the fund's compliance with the law.

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SOLE PURPOSE

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I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- ensure that members only access their super benefits if they have met a legitimate condition of release
- refrain from entering into transactions that circumvent restrictions on the payment of benefits
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- 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
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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:

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- I do not have access to the government's financial assistance program that is available to trustees of Australian Prudential Regulation Authority (APRA) regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

Timothy Ellis

Trustee's or director's signature



Date

Day: 26 / Month: 04 / Year: 2022

Witness' name (witness must be 18 years old or over)

Witness' signature

Date

Day: / / Month: / Year:



Self-managed super fund trustee declaration

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Fund name

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 - the investments of the fund
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- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers allowed by special determinations or acquisitions as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

- having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
 - all trustee declarations
 - copies of all reports given to members
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund
- ensure that an approved auditor is appointed within the prescribed period (currently this is no later than 31 days before the due date for lodgment of the fund's annual return but this may change to 45 days) to audit the fund for each income year, and provide that auditor with documents as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 28 days of the fund being wound up or after becoming aware that the fund has ceased to be an SMSF.

DECLARATION

By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of Australian Prudential Regulation Authority (APRA) regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

Timothy Ellis

Trustee's or director's signature



Date

Day: 26 / Month: 04 / Year: 2022

Witness' name (witness must be 18 years old or over)

Witness' signature

Date

Day: / Month: / Year: