

SMSF Workpapers Checklist

| <u>Done</u> | |
|--|--------------|
| PRE CHECKLIST | YES or NA |
| FUND DASHBOARD | |
| DETAILS | |
| 1 All details updated & Checked to XPM | YES |
| STRUCTURE | |
| 2 All deeds added | YES |
| 3 Chair assigned | YES |
| 4 Structure checked and corrected | YES |
| RELATIONSHIPS | |
| 5 Auditor added | YES |
| 6 Tax Agent added | YES |
| MEMBERS SCREEN | |
| 7 Name, DOB, Address etc checked | YES |
| 8 BDI Beneficiary Details input | Not supplied |
| 9 Member Transitions completed | Not supplied |
| 10 Pension Establishment details filled in | YES |
| CONTRIBUTIONS | |
| 11 External conts added | Nothing |
| 12 External fund balances added | Nothing |
| 13 Prev years CC & NCC conts input | YES |
| 14 TSB checked/input 22/23 & 23/24 years | YES |
| ASSET STRATEGY | |
| 15 2022/23 IS Added | YES |
| 16 2023/24 IS Added | YES |
| PROCESSING STATUS | |
| 17 Check Corp actions at 0 | YES |
| TBARS | |
| 18 Check TBARS in class match to TAP | YES |
| <u>Attached</u> | |
| INFORMATION | YES or NA |
| 1 Workpapers Checklist | YES |
| 2 Trial Balance | YES |
| 3 ASIC Annual statement/Extract | YES |
| 4 Actuary Cert | N/A |
| INCOME | |
| 5 RBS | N/A |
| 6 Contributions | N/A |
| 7 Capital Gains | YES |
| 8 Distributions | YES |
| 9 Dividends | YES |
| 10 Interest | YES |
| 11 Rent | N/A |
| 12 Other | N/A |
| EXPENSES | |
| 13 Lump Sums | N/A |
| 14 Pensions | YES |

| | |
|--------------------------------|-----|
| 15 Insurance | N/A |
| 16 Accounting | YES |
| 17 Advisor | N/A |
| 18 Audit | YES |
| 19 Bank Fees | N/A |
| 20 Depreciation | N/A |
| 21 Interest Paid | N/A |
| 22 Investment Expenses/Mgt Fee | YES |
| 23 Postage Print Stationery | N/A |
| 24 Property Expenses | N/A |
| 25 Advertising | N/A |
| 26 Agent Fee | N/A |
| 27 Amortisation | N/A |
| 28 Council Rates | N/A |
| 29 Insurance | N/A |
| 30 Land Tax | N/A |
| 31 Repairs & Maintenance | N/A |
| 32 Strata levy | N/A |
| 33 Sundry Expenses | N/A |
| 34 Water Rates | N/A |
| 35 Regulatory Fee | N/A |
| 36 SMSF Supervisory levy | N/A |
| 37 Sundry Expenses | N/A |
| INVESTMENTS | |
| 38 Term Deposits | N/A |
| 39 Properties | N/A |
| 40 Managed Investments | N/A |
| 41 Shares AU | YES |
| 42 Shares Foreign | N/A |
| 43 Units | YES |
| 44 Bank Accounts AU | YES |
| 45 Bank Accounts Foreign | N/A |
| 46 Distribution Receivable | YES |
| 47 Prepaid Expenses | N/A |
| 48 Sundry Debtors | N/A |
| 49 Unsettled Trades | N/A |
| LIABILITIES | |
| 50 LRBAS | N/A |
| 51 GST | YES |
| 52 ITA/ICA | YES |
| 53 Sundry Creditors | N/A |
| PERMANENT YEARLY | |
| 54 Variation Deeds | YES |
| 55 Change of Trustee | N/A |
| 56 Pension Documents | N/A |
| 57 Investment Strategy | YES |
| PERMANENT 1st YEAR ONLY | |
| 58 Establishment Deed | YES |
| 59 ATO Trustee Declarations | YES |
| 60 Member Applications | YES |

| | |
|---------------------------------------|-----|
| 61 Consents to Act | YES |
| 62 BDBN | N/A |
| 63 Previous Pension Documents | YES |
| 64 Bare Trust Deed | N/A |
| 65 Loan Offer Documents | N/A |
| 66 Pre Existing Lease | N/A |
| 67 Prior Year signed FS | YES |
| 68 Prior Year signed ITR | YES |
| 69 Prior Year Audit Report/Mgt Letter | YES |
| 70 Prior Year ACR | N/A |

J & M Drapes Retirement Fund

Trial Balance as at 30 June 2023

| Prior Year | | | Current Year | |
|--------------------------------|----------------|--------------------------------|----------------|----------------|
| Debits | Credits | Description | Debits | Credits |
| INCOME | | | | |
| \$59,657.17 | - | Market Gains | - | \$33,597.90 |
| - | \$7,238.26 | Distributions | - | \$6,709.13 |
| - | \$75,074.10 | Dividends | - | \$39,042.04 |
| - | - | Foreign Income | - | \$1,825.24 |
| - | \$62.84 | Interest | - | \$1,636.42 |
| EXPENSE | | | | |
| \$27,223.00 | - | Pensions Paid | \$30,000.00 | - |
| \$990.00 | - | Accountancy Fee | \$137.00 | - |
| \$16,833.96 | - | Investment Management Fee | \$11,590.08 | - |
| - | - | Regulatory Fees | \$59.00 | - |
| \$259.00 | - | SMSF Supervisory Levy | \$259.00 | - |
| INCOME TAX | | | | |
| - | \$31,621.98 | Income Tax Expense | - | \$16,392.22 |
| PROFIT & LOSS CLEARING ACCOUNT | | | | |
| \$9,034.05 | - | Profit & Loss Clearing Account | \$57,157.87 | - |
| ASSETS | | | | |
| \$694,001.05 | - | Shares in Listed Companies | \$736,859.72 | - |
| \$125,127.46 | - | Stapled Securities | \$126,482.85 | - |
| \$62,738.85 | - | Cash At Bank | \$88,792.04 | - |
| \$2,516.97 | - | Receivables | \$2,724.35 | - |
| \$31,621.98 | - | Current Tax Assets | \$16,392.22 | - |
| - | - | Other Taxes Refundable | \$1,913.00 | - |
| LIABILITIES | | | | |
| MEMBER ENTITLEMENTS | | | | |
| - | \$916,006.31 | Mrs Margaret Drapes | - | \$973,164.18 |
| \$1,030,003.49 | \$1,030,003.49 | | \$1,072,367.13 | \$1,072,367.13 |

Company Details

| | | | | |
|--|--|--|--------------------------------|-------------------------|
| ACN 653 185 990 | Company Type Proprietary - Superannuation Trustee Company (PSTC) Limited By Shares | SMSF Trustee YES | Company Class SHARES | Reference Number |
| Date of incorporation 27/08/2021 | Home Unit Co NO | State of Registration Queensland | Non Profit Co NO | Family Group |

Company Addresses

| | |
|--|---|
| Registered Office C/- WESTWOOD GROUP LEVEL 1 170 ROBERTSON STREET, FORTITUDE VALLEY, QLD 4006 | Business Address UNIT 300 28 THE BOULEVARD, CHERMSIDE, QLD 4032 |
|--|---|

Officers

| | | |
|--|-------------------------------------|---|
| Margaret Mary Drapes (Director and Secretary) | | |
| Address UNIT 300 28 THE BOULEVARD, CHERMSIDE, QLD 4032 | | |
| Date of Birth 15/06/1943 | Place of Birth BRISBANE, QLD | Appointment Date DIR - 27/08/2021, SEC - 27/08/2021 |

Issued Capital

| Share Class | Share Code | Number of Shares Issued | Paid Up Value | Unpaid Value |
|-------------|------------|-------------------------|---------------|--------------|
| ORD | ORD | 1 | \$1.00 | \$0.00 |

Members

| Member | Beneficial Owner | Number Of Shares |
|--|------------------|------------------|
| Margaret Mary Drapes UNIT 300 28 THE BOULEVARD, CHERMSIDE, QLD 4032 | B/O | 1 ORD |

J & M Drapes Retirement Fund
Realised Capital Gains
For the period from 1 July 2022 to 30 June 2023

| Quantity /Description | | | Accounting Treatment | | | | Taxation Treatment | | | | | | |
|---|----------|--------|----------------------|----------------------|------------------|-----------------------------|-----------------------|---------|---------------------------|------------|-------|----------|--------------|
| | | | Proceeds | Excess Tax Value* | Original Cost | Accounting Profit/(Loss) | Cost Base Calculation | | Capital Gains Calculation | | | | |
| | | | | | | | Adjusted | Reduced | Indexation | Discounted | Other | Deferred | Capital Loss |
| <u>Listed Derivatives Market</u> | | | | | | | | | | | | | |
| Australia And New Zealand Banking Group Limited - Rights-Appsclose 15Aug2022 Us Prohibited (ASX:ANZR) | | | | | | | | | | | | | |
| 25/08/2022 | Sale | 126.00 | 0.00 | | 0.00 | | | | | | | 0.00 | |
| 01/07/2010 | Purchase | 31.00 | 0.00 | | 0.00 | | | | | | | 0.00 | |
| 31/10/2012 | Purchase | 62.00 | 0.00 | | 0.00 | | | | | | | 0.00 | |
| 19/02/2018 | Purchase | 13.00 | 0.00 | | 0.00 | | | | | | | 0.00 | |
| 03/11/2020 | Purchase | 20.00 | 0.00 | | 0.00 | | | | | | | 0.00 | |
| | | 126.00 | 0.00 | | 0.00 | | | | | | | 0.00 | |
| <u>Listed Derivatives Market Total</u> | | | 0.00 | | 0.00 | | | | | | | 0.00 | |
| <u>Listed Securities Market</u> | | | | | | | | | | | | | |
| Ampol Limited (ASX:ALD) | | | | | | | | | | | | | |
| 11/07/2022 | Sale | 150.00 | 4,955.82 | | 3,616.09 | 1,339.73 | | | | | | 0.00 | |
| 14/09/2020 | Purchase | 150.00 | 4,955.82 | | 3,616.09 | 1,339.73 | | | | | | 0.00 | |
| | | 150.00 | 4,955.82 | | 3,616.09 | 1,339.73 | | | | | | 0.00 | |

J & M Drapes Retirement Fund
Realised Capital Gains
For the period from 1 July 2022 to 30 June 2023

| Quantity /Description | | | Accounting Treatment | | | | Taxation Treatment | | | | | | |
|--|----------|----------|----------------------|----------------------|------------------|-----------------------------|-----------------------|---------|---------------------------|------------|-------|----------|--------------|
| | | | Proceeds | Excess Tax Value* | Original Cost | Accounting Profit/(Loss) | Cost Base Calculation | | Capital Gains Calculation | | | | |
| | | | | | | | Adjusted | Reduced | Indexation | Discounted | Other | Deferred | Capital Loss |
| <u>Listed Securities Market</u> | | | | | | | | | | | | | |
| ANZ Group Holdings Limited - Ordinary Fully Paid Deferred Settlement (ASX:ANZDA) | | | | | | | | | | | | | |
| 03/01/2023 | Sale | 126.00 | 2,381.40 | | 2,381.40 | 0.00 | | | | | | 0.00 | |
| 25/08/2022 | Purchase | 126.00 | 2,381.40 | | 2,381.40 | 0.00 | | | | | | 0.00 | |
| 03/01/2023 | Sale | 925.00 | 23,362.41 | | 23,362.41 | 0.00 | | | | | | 0.00 | |
| 31/10/2012 | Purchase | 925.00 | 23,362.41 | | 23,362.41 | 0.00 | | | | | | 0.00 | |
| 03/01/2023 | Sale | 465.00 | 10,790.59 | | 10,790.59 | 0.00 | | | | | | 0.00 | |
| 01/07/2010 | Purchase | 465.00 | 10,790.59 | | 10,790.59 | 0.00 | | | | | | 0.00 | |
| 03/01/2023 | Sale | 310.00 | 5,877.54 | | 5,877.54 | 0.00 | | | | | | 0.00 | |
| 03/11/2020 | Purchase | 310.00 | 5,877.54 | | 5,877.54 | 0.00 | | | | | | 0.00 | |
| 03/01/2023 | Sale | 190.00 | 5,366.50 | | 5,366.50 | 0.00 | | | | | | 0.00 | |
| 19/02/2018 | Purchase | 190.00 | 5,366.50 | | 5,366.50 | 0.00 | | | | | | 0.00 | |
| | | 2,016.00 | 47,778.44 | | 47,778.44 | 0.00 | | | | | | 0.00 | |
| ANZ Group Holdings Limited (ASX:ANZ) | | | | | | | | | | | | | |
| 03/01/2023 | Sale | 310.00 | 5,877.54 | | 5,877.54 | 0.00 | | | | | | 0.00 | |
| 03/11/2020 | Purchase | 310.00 | 5,877.54 | | 5,877.54 | 0.00 | | | | | | 0.00 | |
| 03/01/2023 | Sale | 126.00 | 2,381.40 | | 2,381.40 | 0.00 | | | | | | 0.00 | |
| 25/08/2022 | Purchase | 126.00 | 2,381.40 | | 2,381.40 | 0.00 | | | | | | 0.00 | |
| 03/01/2023 | Sale | 465.00 | 10,790.59 | | 10,790.59 | 0.00 | | | | | | 0.00 | |
| 01/07/2010 | Purchase | 465.00 | 10,790.59 | | 10,790.59 | 0.00 | | | | | | 0.00 | |
| 03/01/2023 | Sale | 190.00 | 5,366.50 | | 5,366.50 | 0.00 | | | | | | 0.00 | |
| 19/02/2018 | Purchase | 190.00 | 5,366.50 | | 5,366.50 | 0.00 | | | | | | 0.00 | |
| 03/01/2023 | Sale | 925.00 | 23,362.41 | | 23,362.41 | 0.00 | | | | | | 0.00 | |
| 31/10/2012 | Purchase | 925.00 | 23,362.41 | | 23,362.41 | 0.00 | | | | | | 0.00 | |
| | | 2,016.00 | 47,778.44 | | 47,778.44 | 0.00 | | | | | | 0.00 | |

J & M Drapes Retirement Fund
Realised Capital Gains
For the period from 1 July 2022 to 30 June 2023

| Quantity /Description | | | Accounting Treatment | | | | Taxation Treatment | | | | | |
|---|----------|--------|----------------------|----------------------|------------------|-----------------------------|-----------------------|---------|---------------------------|------------|-------|----------|
| | | | Proceeds | Excess Tax Value* | Original Cost | Accounting Profit/(Loss) | Cost Base Calculation | | Capital Gains Calculation | | | |
| | | | | | | | Adjusted | Reduced | Indexation | Discounted | Other | Deferred |
| <u>Listed Securities Market</u> | | | | | | | | | | | | |
| Charter Hall Long Wale REIT - Fully Paid Units Stapled Securities (ASX:CLW) | | | | | | | | | | | | |
| 30/06/2023 | Dist | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| 30/06/2023 | Dist | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| 30/06/2023 | Dist | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| 30/06/2023 | Dist | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| 30/06/2023 | Dist | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| 30/06/2023 | Dist | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| 30/06/2023 | Dist | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| 30/06/2023 | Dist | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| | | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| Dexus - Fully Paid Units Stapled Securities (ASX:DXS) | | | | | | | | | | | | |
| 30/06/2023 | Dist | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| 30/06/2023 | Dist | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| 30/06/2023 | Dist | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| 30/06/2023 | Dist | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| | | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| Transurban Group - Fully Paid Ordinary/Units Stapled Securities (ASX:TCL) | | | | | | | | | | | | |
| 20/07/2022 | Sale | 472.00 | 6,742.35 | | 5,235.74 | 1,506.61 | | | | | 0.00 | |
| 27/09/2016 | Purchase | 472.00 | 6,742.35 | | 5,235.74 | 1,506.61 | | | | | 0.00 | |
| 30/06/2023 | Dist | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| 30/06/2023 | Dist | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| 30/06/2023 | Dist | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| 30/06/2023 | Dist | 0.00 | 0.00 | | 0.00 | | | | | | 0.00 | |
| | | 472.00 | 6,742.35 | | 5,235.74 | 1,506.61 | | | | | 0.00 | |

J & M Drapes Retirement Fund
Realised Capital Gains
For the period from 1 July 2022 to 30 June 2023

| Quantity /Description | | Accounting Treatment | | | | Taxation Treatment | | | | | |
|--|----------|----------------------|----------------------|------------------|-----------------------------|-----------------------|---------|---------------------------|------------|-------|----------|
| | | Proceeds | Excess Tax Value* | Original Cost | Accounting Profit/(Loss) | Cost Base Calculation | | Capital Gains Calculation | | | |
| | | | | | | Adjusted | Reduced | Indexation | Discounted | Other | Deferred |
| <u>Listed Securities Market</u> | | | | | | | | | | | |
| Woodside Energy Group Ltd (ASX:WDS) | | | | | | | | | | | |
| 25/07/2022 | Sale | 582.00 | | 18,019.95 | 10,689.90 | | | | | | 0.00 |
| 14/09/2020 | Purchase | 582.00 | | 18,019.95 | 10,689.90 | | | | | | 0.00 |
| 09/11/2022 | Sale | 270.00 | | 10,533.73 | 5,301.59 | | | | | | 0.00 |
| 21/08/2020 | Purchase | 182.00 | | 7,100.51 | 3,685.25 | | | | | | 0.00 |
| 14/09/2020 | Purchase | 88.00 | | 3,433.22 | 1,616.34 | | | | | | 0.00 |
| | | 852.00 | | 28,553.68 | 15,991.49 | | | | | | 0.00 |
| Listed Securities Market Total | | 135,808.73 | | 120,400.20 | 15,408.53 | | | | | | 0.00 |
| | | | | | | | | | | | |
| Grand Total | | 135,808.73 | | 120,400.20 | 15,408.53 | | | | | | 0.00 |

* Where there is an Excess Tax Value Amount, the Accounting Profit/(Loss) figure takes account of this. Accounting Profit/(Loss) equals Proceeds less Excess Tax Value less Original Cost.

J & M Drapes Retirement Fund
Realised Capital Gains
For the period from 1 July 2022 to 30 June 2023

Capital Gains Tax Return Summary

| | Indexation | Discount | Other | Deferred | Total Capital Gains | Capital Losses |
|---------------------------------------|-------------|-------------|-------------|-------------|------------------------|----------------|
| Current Year Capital Gains | | | | | | |
| Shares & Units - Listed Shares | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Shares & Units - Other Shares | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Shares & Units - Listed Trusts | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Shares & Units - Other Units | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Australian Real Estate | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Other Real Estate | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Collectables | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Other CGT Assets & Other CGT Events | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Distributed Capital Gains from Trusts | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| Capital Losses Applied | | | | | | |
| Current Year | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Prior Years | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | |
| Net Capital Gains | | | | | | |
| Net Gain after applying losses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| Discount applicable | | 0.00 | | | | |
| Net Gain after applying discount | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | |

Realised CGT

From 1 July 2022 Through 30 June 2023

Account Name: J & M Drapes Retirement Fund
 Account Code: DRA0708RS
 Adviser: Westwood Group (WWG)

| Sale Date | Purchase Tax Date | Purchase Trade Date | Sale Quantity | Actual Cost | Sale Proceeds | Total Gain | Cost Base | Reduced Cost Base | Indexed Cost Base | Discounted Gain | Indexed Gain | CGT Gain | CGT Loss |
|--|-------------------|---------------------|---------------|------------------|------------------|------------------|------------------|-------------------|-------------------|--------------------|--------------|------------------|----------|
| Ampol Limited - Ordinary Fully Paid | | | | | | | | | | | | | |
| 07 Jul 2022 | 14 Sep 2020 | 14 Sep 2020 | 150 | 3,616.09 | 4,955.8200 | 1,339.7300 | 3,616.09 | 3,616.09 | | 893.1500 | | 893.15 | |
| Total for Product: | | | 150 | 3,616.09 | 4,955.82 | 1,339.73 | 3,616.09 | 3,616.09 | | 893.1500 | | 893.15 | |
| Transurban Group - Fully Paid Ordinary/Units Stapled Securities | | | | | | | | | | | | | |
| 18 Jul 2022 | 23 Sep 2016 | 23 Sep 2016 | 472 | 5,235.74 | 6,742.3500 | 1,992.5800 | 4,749.77 | 4,676.55 | | 1,328.3900 | | 1,328.39 | |
| Total for Product: | | | 472 | 5,235.74 | 6,742.35 | 1,992.58 | 4,749.77 | 4,676.55 | | 1,328.3900 | | 1,328.39 | |
| Woodside Energy - Ordinary Fully Paid | | | | | | | | | | | | | |
| 07 Nov 2022 | 21 Aug 2020 | 21 Aug 2020 | 182 | 3,685.25 | 7,100.5100 | 3,415.2700 | 3,685.25 | 3,685.25 | | 2,276.8400 | | 2,276.84 | |
| 21 Jul 2022 | 14 Sep 2020 | 14 Sep 2020 | 582 | 10,689.90 | 18,019.9500 | 7,330.0500 | 10,689.90 | 10,689.90 | | 4,886.7000 | | 4,886.70 | |
| 07 Nov 2022 | 14 Sep 2020 | 14 Sep 2020 | 88 | 1,616.34 | 3,433.2200 | 1,816.8700 | 1,616.34 | 1,616.34 | | 1,211.2500 | | 1,211.25 | |
| Total for Product: | | | 852 | 15,991.49 | 28,553.68 | 12,562.19 | 15,991.49 | 15,991.49 | | 8,374.7900 | | 8,374.79 | |
| Grand Total: | | | 1,474 | 24,843.32 | 40,251.85 | 15,894.50 | 24,357.35 | 24,284.13 | | 10,596.3300 | | 10,596.33 | |

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

J & M Drapes Retirement Fund
Distribution Reconciliation Report
For the period 1 July 2022 to 30 June 2023

| Net Distribution | Australian Income | | | Other Non-Assessable Amounts | | | Foreign Income | | | Capital Gains | | | | AMIT | Gross Distribution | |
|--|-------------------|------------------|-----------------|------------------------------|----------|--------------|-----------------|-------------------|---------------------|--------------------------|-----------------------|-----------------------|---------------------|------------------------------------|--------------------|----------|
| | NPP Income | Franking Credits | Withholding Tax | Tax Exempt | Tax Free | Tax Deferred | Capital Returns | Assesable Amounts | Foreign Tax Credits | Discounted Capital Gains | CGT Concession Amount | Indexed Capital Gains | Other Capital Gains | Net Cost Base Increase/ (Decrease) | Accounting | Tax |
| Listed Securities Market | | | | | | | | | | | | | | | | |
| Charter Hall Long Wale REIT - Fully Paid Units Stapled Securities (ASX:CLW) | | | | | | | | | | | | | | | | |
| 2,107.00 | 541.53 | 0.00 | 0.00 | 1,173.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 196.08 | 196.08 | 0.00 | 0.00 | (1,173.31) | 2,107.00 | 541.53 |
| Dexus - Fully Paid Units Stapled Securities (ASX:DXS) | | | | | | | | | | | | | | | | |
| 2,150.37 | 1,186.28 | 0.00 | 0.00 | (1,159.99) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,062.04 | 1,062.04 | 0.00 | 0.00 | 1,159.99 | 2,150.37 | 1,186.28 |
| National Storage REIT - Fully Paid Ordinary/Units Stapled Securities (ASX:NSR) | | | | | | | | | | | | | | | | |
| 1,060.96 | 321.04 | 0.00 | 0.00 | 728.42 | 0.00 | 0.00 | 0.00 | 11.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (728.42) | 1,060.96 | 321.04 |
| Transurban Group - Fully Paid Ordinary/Units Stapled Securities (ASX:TCL) | | | | | | | | | | | | | | | | |
| 1,390.80 | 639.11 | 1.25 | 0.00 | 747.73 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.98 | 1.98 | 0.00 | 0.00 | (747.73) | 1,390.80 | 640.36 |
| 6,709.13 | 2,687.96 | 1.25 | 0.00 | 1,489.47 | 0.00 | 0.00 | 0.00 | 11.50 | 0.00 | 1,260.10 | 1,260.10 | 0.00 | 0.00 | (1,489.47) | 6,709.13 | 2,689.21 |
| 6,709.13 | 2,687.96 | 1.25 | 0.00 | 1,489.47 | 0.00 | 0.00 | 0.00 | 11.50 | 0.00 | 1,260.10 | 1,260.10 | 0.00 | 0.00 | (1,489.47) | 6,709.13 | 2,689.21 |

Reconciliation

| | Australian Income | | Other Non-Assessable Amounts | | | Foreign Income | | Capital Gains | | | | Gross Distribution | |
|-------------------------------|-------------------|------------------|------------------------------|----------|--------------|-------------------|---------------------|---------------------|-----------------------|-----------------------|---------------------|--------------------|----------|
| | NPP Income | Franking Credits | Tax Exempt | Tax Free | Tax Deferred | Assesable Amounts | Foreign Tax Credits | Disc. Capital Gains | CGT Concession Amount | Indexed Capital Gains | Other Capital Gains | Accounting | Tax |
| Gross Accounting Distribution | 2,687.96 | - | 1,489.47 | - | - | 11.50 | - | 1,260.10 | 1,260.10 | - | - | 6,709.13 | - |
| Gross Tax Distribution | 2,687.96 | 1.25 | - | - | - | - | - | - | - | - | - | - | 2,689.21 |
| Net Foreign Income | - | - | - | - | - | 11.50 | - | - | - | - | - | - | 11.50 |
| Net Distributed Capital Gain | - | - | - | - | - | - | - | 2,520.21 | N/A | - | - | - | 2,520.21 |

All Registry communications to:
Link Market Services Limited
Locked Bag A14, Sydney South, NSW 1235
Enquiries (within Australia): 1300 303 063
(outside Australia): +61 1300 303 063
ASX Code: CLW
Email: charterhall@linkmarketservices.com.au
Website: www.linkmarketservices.com.au



Charter Hall WALE Limited
ABN 20 610 772 202
ACN 610 772 202
AFSL 486721

As responsible entity of the Charter Hall Long WALE REIT ("CLW")

Part A: Your details



037 012985

MR JOHN RUSSELL DRAPES &
MS MARGARET MARY DRAPES
<J&M DRAPES RETIREMENT A/C>
PO BOX 259
FORTITUDE VALLEY QLD 4006

Date: 8 September 2023
Reference No.: X*****2151

Attribution Managed Investment Trust Member Annual Statement for the year ended 30 June 2023

The below relates to the distributions for the stapled securities issued by Charter Hall Direct Industrial Fund Trust (DIF). There was no distributable income paid from LWR Finance Trust during the 2022-2023 Tax year.

Part B: Summary of 2023 tax return (supplementary section) items for a resident individual

Non-Australian residents should seek independent Australian tax advice.

| Item | Amount | Tax return label |
|---|----------|------------------|
| Share of net income from trusts, less net capital gains, foreign income and franked distributions - primary production income | \$17.34 | 13L |
| Share of net income from trusts, less net capital gains, foreign income and franked distributions - non-primary production income | \$225.18 | 13U |
| Franked distribution from trusts | \$0.00 | 13C |
| Other deductions relating to non-primary production income | \$0.00 | 13Y |
| Share of franking credits from franked dividends | \$0.00 | 13Q |
| Share of credit for foreign resident withholding amounts (excluding capital gains) | \$0.00 | 13A |
| Share of credit for tax file number amounts withheld from interest, dividends and unit trust distributions | \$0.00 | 13R |
| Net capital gain | \$87.81 | 18A |
| Total current year capital gains | \$175.62 | 18H |
| Credit for foreign resident capital gains withholding amounts | \$0.00 | 18X |
| Assessable foreign source income | \$0.00 | 20E |
| Other net foreign source income | \$0.00 | 20M |
| Australian franking credits from a New Zealand franking company | \$0.00 | 20F |
| Foreign income tax offset * | \$0.00 | 20O |

*To work out your foreign income tax offset (FITO) entitlement, see 20 Foreign source income and foreign assets or property or the Guide to foreign tax offset rules 2023.

Part B: Capital gains tax information - additional information for item 18

| | Amount | |
|---|-----------------|----------------|
| Capital gains - discounted method | \$175.62 | (gross amount) |
| Capital gains - other method | \$0.00 | |
| Total current year capital gains | \$175.62 | |

Part C: Components of attribution

| | Cash distributions | Tax paid or franking credit (gross up) | Attributable amount |
|--|-----------------------|--|------------------------|
| Australian income | | | |
| Interest (subject to non - resident withholding tax) | | | \$0.00 |
| Interest (not subject to non - resident withholding tax) | | | \$0.00 |
| Dividends - unfranked amount declared to be CFI | | | \$0.00 |
| Dividends - unfranked amount not declared to be CFI | | | \$0.00 |
| Other assessable Australian income (Other) | | | \$225.18 |
| Other assessable Australian income (NCMI) | | | \$0.00 |
| Other assessable Australian income (Excluded from NCMI) | | | \$0.00 |
| Other assessable Australian income (NCMI – Non-Primary production) | | | \$0.00 |
| Other assessable Australian income (CBMI) | | | \$0.00 |
| Non-primary production income | | | \$225.18 |
| NCMI - primary production | | | \$17.34 |
| Primary production income | | | \$17.34 |
| Dividends - franked amount | | \$0.00 | \$0.00 |
| Capital gains | | | |
| Capital gains – discounted method TAP (Other) | | | \$87.81 |
| Capital gains – discounted method TAP (NCMI) | | | \$0.00 |
| Capital gains – discounted method TAP (Excluded from NCMI) | | | \$0.00 |
| Capital gains – discounted method TAP (CBMI) | | | \$0.00 |
| Capital gains - discounted method NTAP | | | \$0.00 |
| Taxable foreign capital gains - discounted method | | \$0.00 | \$0.00 |
| Capital gains – other method TAP (Other) | | | \$0.00 |
| Capital gains – other method TAP (NCMI) | | | \$0.00 |
| Capital gains – other method TAP (Excluded from NCMI) | | | \$0.00 |
| Capital gains – other method TAP (CBMI) | | | \$0.00 |
| Capital gains - other method NTAP | | | \$0.00 |
| Taxable foreign capital gains - other method | | \$0.00 | \$0.00 |
| Net capital gains | | \$0.00 | \$87.81 |
| AMIT CGT gross up amount | | | \$87.81 |
| Other capital gains distribution | | | |
| Total current year capital gains | | \$0.00 | \$175.62 |
| Foreign income | | | |
| Other net foreign source income | | \$0.00 | \$0.00 |
| Assessable foreign source income | | \$0.00 | \$0.00 |
| Australian franking credit from a New Zealand franking company | | \$0.00 | \$0.00 |
| CFC income | | | \$0.00 |
| Transferor trust income | | | \$0.00 |
| Total foreign income | | \$0.00 | \$0.00 |
| Other non-assessable amounts | | | Amount |
| Net exempt income | | | \$0.00 |
| Non-assessable non-exempt amount | | | \$0.00 |
| Other non-attributable amounts | | | \$525.46 |
| Total non-assessable amounts | | | \$525.46 |
| Gross cash distribution | \$943.60 | | |
| Less: withholding tax | \$0.00 | | |
| Net cash distribution | \$943.60 | | |

Part D: Tax offsets

| Tax offsets | Amount |
|---|---------------|
| Franking credit tax offset from Australian resident companies | \$0.00 |
| Foreign income tax offset - Other net foreign source income | \$0.00 |
| Total tax offsets | \$0.00 |

Part E: Attribution Managed Investment Trust ('AMIT') cost base adjustments

| | Amount |
|---|-----------------|
| AMIT cost base net amount - excess (decrease cost base) | \$525.46 |
| AMIT cost base net amount - shortfall (increase cost base) | \$0.00 |

Note: FITOs are not split into their components (representing the type of income/gains they have arisen on) and they have not been reduced where they arise on discounted capital gains. Investors should seek their own advice in this respect from their professional tax advisor.

Charter Hall has prepared a Tax Guide to assist you in completing your 2023 Tax return.

This guide can be found at <https://www.charterhall.com.au/taxationguide>

Please retain this statement for income tax purposes

All Registry communications to:
Link Market Services Limited
Locked Bag A14, Sydney South, NSW 1235
Enquiries (within Australia): 1300 303 063
(outside Australia): +61 1300 303 063
ASX Code: CLW
Email: charterhall@linkmarketservices.com.au
Website: www.linkmarketservices.com.au



Charter Hall WALE Limited
ABN 20 610 772 202
ACN 610 772 202
AFSL 486721

As responsible entity of the Charter Hall Long WALE REIT ("CLW")

Part A: Your details

037 008320

DRAPES RETIREMENT PTY LTD
<J&M DRAPES RETIREMENT A/C>
1 170 ROBERSTON STREET
FORTITUDE VALLEY QLD 4006

Date: 8 September 2023
Reference No.: X*****7040

Attribution Managed Investment Trust Member Annual Statement for the year ended 30 June 2023

The below relates to the distributions for the stapled securities issued by Charter Hall Direct Industrial Fund Trust (DIF). There was no distributable income paid from LWR Finance Trust during the 2022-2023 Tax year.

Part B: Summary of 2023 tax return (supplementary section) items for a resident individual

Non-Australian residents should seek independent Australian tax advice.

| Item | Amount | Tax return label |
|---|----------|------------------|
| Share of net income from trusts, less net capital gains, foreign income and franked distributions - primary production income | \$21.38 | 13L |
| Share of net income from trusts, less net capital gains, foreign income and franked distributions - non-primary production income | \$277.63 | 13U |
| Franked distribution from trusts | \$0.00 | 13C |
| Other deductions relating to non-primary production income | \$0.00 | 13Y |
| Share of franking credits from franked dividends | \$0.00 | 13Q |
| Share of credit for foreign resident withholding amounts (excluding capital gains) | \$0.00 | 13A |
| Share of credit for tax file number amounts withheld from interest, dividends and unit trust distributions | \$0.00 | 13R |
| Net capital gain | \$108.27 | 18A |
| Total current year capital gains | \$216.54 | 18H |
| Credit for foreign resident capital gains withholding amounts | \$0.00 | 18X |
| Assessable foreign source income | \$0.00 | 20E |
| Other net foreign source income | \$0.00 | 20M |
| Australian franking credits from a New Zealand franking company | \$0.00 | 20F |
| Foreign income tax offset * | \$0.00 | 20O |

*To work out your foreign income tax offset (FITO) entitlement, see 20 Foreign source income and foreign assets or property or the Guide to foreign tax offset rules 2023.

Part B: Capital gains tax information - additional information for item 18

| | Amount | |
|---|-----------------|----------------|
| Capital gains - discounted method | \$216.54 | (gross amount) |
| Capital gains - other method | \$0.00 | |
| Total current year capital gains | \$216.54 | |

Part C: Components of attribution

| | Cash distributions | Tax paid or franking credit (gross up) | Attributable amount |
|--|--------------------|--|---------------------|
| Australian income | | | |
| Interest (subject to non - resident withholding tax) | | | \$0.00 |
| Interest (not subject to non - resident withholding tax) | | | \$0.00 |
| Dividends - unfranked amount declared to be CFI | | | \$0.00 |
| Dividends - unfranked amount not declared to be CFI | | | \$0.00 |
| Other assessable Australian income (Other) | | | \$277.63 |
| Other assessable Australian income (NCMI) | | | \$0.00 |
| Other assessable Australian income (Excluded from NCMI) | | | \$0.00 |
| Other assessable Australian income (NCMI – Non-Primary production) | | | \$0.00 |
| Other assessable Australian income (CBMI) | | | \$0.00 |
| Non-primary production income | | | \$277.63 |
| NCMI - primary production | | | \$21.38 |
| Primary production income | | | \$21.38 |
| Dividends - franked amount | | \$0.00 | \$0.00 |
| Capital gains | | | |
| Capital gains – discounted method TAP (Other) | | | \$108.27 |
| Capital gains – discounted method TAP (NCMI) | | | \$0.00 |
| Capital gains – discounted method TAP (Excluded from NCMI) | | | \$0.00 |
| Capital gains – discounted method TAP (CBMI) | | | \$0.00 |
| Capital gains - discounted method NTAP | | | \$0.00 |
| Taxable foreign capital gains - discounted method | | \$0.00 | \$0.00 |
| Capital gains – other method TAP (Other) | | | \$0.00 |
| Capital gains – other method TAP (NCMI) | | | \$0.00 |
| Capital gains – other method TAP (Excluded from NCMI) | | | \$0.00 |
| Capital gains – other method TAP (CBMI) | | | \$0.00 |
| Capital gains - other method NTAP | | | \$0.00 |
| Taxable foreign capital gains - other method | | \$0.00 | \$0.00 |
| Net capital gains | | \$0.00 | \$108.27 |
| AMIT CGT gross up amount | | | \$108.27 |
| Other capital gains distribution | | | |
| Total current year capital gains | | \$0.00 | \$216.54 |
| Foreign income | | | |
| Other net foreign source income | | \$0.00 | \$0.00 |
| Assessable foreign source income | | \$0.00 | \$0.00 |
| Australian franking credit from a New Zealand franking company | | \$0.00 | \$0.00 |
| CFC income | | | \$0.00 |
| Transferor trust income | | | \$0.00 |
| Total foreign income | | \$0.00 | \$0.00 |
| Other non-assessable amounts | | | Amount |
| Net exempt income | | | \$0.00 |
| Non-assessable non-exempt amount | | | \$0.00 |
| Other non-attributable amounts | | | \$647.85 |
| Total non-assessable amounts | | | \$647.85 |
| Gross cash distribution | \$1,163.40 | | |
| Less: withholding tax | \$0.00 | | |
| Net cash distribution | \$1,163.40 | | |

Part D: Tax offsets

| Tax offsets | Amount |
|---|---------------|
| Franking credit tax offset from Australian resident companies | \$0.00 |
| Foreign income tax offset - Other net foreign source income | \$0.00 |
| Total tax offsets | \$0.00 |

Part E: Attribution Managed Investment Trust ('AMIT') cost base adjustments

| | Amount |
|---|-----------------|
| AMIT cost base net amount - excess (decrease cost base) | \$647.85 |
| AMIT cost base net amount - shortfall (increase cost base) | \$0.00 |

Note: FITOs are not split into their components (representing the type of income/gains they have arisen on) and they have not been reduced where they arise on discounted capital gains. Investors should seek their own advice in this respect from their professional tax advisor.

Charter Hall has prepared a Tax Guide to assist you in completing your 2023 Tax return.

This guide can be found at <https://www.charterhall.com.au/taxationguide>

Please retain this statement for income tax purposes

037 011398

DRAPES RETIREMENT PTY LTD
<J&M DRAPES RETIREMENT A/C>
1 170 ROBERSTON STREET
FORTITUDE VALLEY QLD 4006

Statement date: 30 August 2023

Reference no: X*****7040

Page 1 of 4

Security Price at 30 June 2023: \$7.80

Value of Holding at 30 June 2023: \$35,724.00

Dexus Attribution Managed Investment Trust Member Annual Statement and Guide for the year 1 July 2022 to 30 June 2023

This Dexus Attribution Managed Investment Trust ("AMIT") Member Annual Statement ("AMMA Statement") and Guide have been prepared to assist you with the completion of your Australian Income Tax Return for the year ended 30 June 2023.

| Period end date | No of securities held at Record Date | Total Distribution rate (cents per security) | Dexus Property Trust | Dexus Operations Trust | TOTAL |
|-----------------|--------------------------------------|--|----------------------|------------------------|------------|
| 31/12/2022 | 0 | 28.00 | \$0.00 | \$0.00 | \$0.00 |
| 30/06/2023 | 4,580 | 23.60 | \$867.97 | \$212.91 | \$1,080.88 |
| Total Paid | | | \$867.97 | \$212.91 | \$1,080.88 |

Part A – Summary of 2023 tax return/supplementary section items

| Item | Individual tax return labels | Amount |
|---|------------------------------|----------|
| Franked amount* | 11T | \$0.00 |
| Franking credit* | 11U | \$0.00 |
| Non-primary production income | 13U | \$478.83 |
| Franked distributions from trusts | 13C | \$0.00 |
| Share of franking credit from franked dividends | 13Q | \$0.00 |
| Credit for TFN/ABN amounts withheld | 13R | \$0.00 |
| Total current year capital gains | 18H | \$857.36 |
| Net capital gain | 18A | \$428.68 |
| Assessable foreign source income | 20E and 20M | \$0.00 |
| Foreign income tax offset | 20O | \$0.00 |

* Relates to the dividend paid on 30 August 2022. Refer to the Guide for further information.

Part B – Components of distribution – 2023 tax return amounts

| | Notes | Dexus Property Trust distribution | Franking credit | Foreign income tax offset |
|---|---------|--------------------------------------|--------------------|------------------------------|
| Australian trust income | | | | |
| Interest | 1 | \$63.89 | | |
| Franked dividends | 2 | \$0.00 | \$0.00 | |
| Other income | 3 | \$414.94 | | |
| Total non-primary production income | | \$478.83 | | |
| Capital gains | | | | |
| Discounted capital gains (50% discount) | 4 | \$428.68 | | \$0.00 |
| Capital gains – indexation method | 5 | \$0.00 | | |
| Capital gains – other | 6 | \$0.00 | | |
| Distributed capital gains | | \$428.68 | | |
| Foreign income | | | | |
| Assessable foreign income | 7 and 8 | \$0.00 | | \$0.00 |
| Other non-assessable amounts | | | | |
| Non-assessable amounts | 9 | \$0.00 | | |
| Excess of components over trust distribution | 9 | (\$39.54) | | |
| Total Trust Distribution | | \$867.97 | | |
| AMIT cost base adjustments | | | | |
| AMIT cost base net increase amount | 10 | \$468.22 | | |
| AMIT cost base net decrease amount | | \$0.00 | | |

Part C – Components of DXS dividend – 2024 tax returns amounts

| Dividend date | 30 August 2023 | | | |
|------------------------|-----------------------|-----------------|-----------------|---------------------|
| | Notes | Distribution | Franking credit | Franking percentage |
| Dividend income | | | | |
| Franked dividend | 11 | \$212.91 | \$91.25 | 100% |
| Total dividend | | \$212.91 | | |

Part D – Additional capital gains information for item 18

| | |
|---|-----------------|
| Discount capital gains – grossed up (taxable Australian property) | \$857.36 |
| Discount capital gains – grossed up (non-taxable Australian property) | \$0.00 |
| Capital gains – other method (taxable Australian property) | \$0.00 |
| Capital gains – other method (non-taxable Australian property) | \$0.00 |
| Total current year capital gains | \$857.36 |
| CGT discount | \$428.68 |
| Net capital gains | \$428.68 |

Part E – Withholding amounts

| | Notes | |
|--|-------|--------|
| TFN / ABN withholding tax | 12 | \$0.00 |
| Managed investment trust withholding tax | 13 | \$0.00 |
| Managed investment trust withholding tax (clean building) | 13 | \$0.00 |
| Non-resident interest withholding tax | 13 | \$0.00 |



037 001297

MR JOHN RUSSELL DRAPES &
MS MARGARET MARY DRAPES
<J&M DRAPES RETIREMENT A/C>
PO BOX 259
FORTITUDE VALLEY QLD 4006

Statement date: 30 August 2023

Reference no: X*****2151

Page 1 of 4

Security Price at 30 June 2023: \$7.80

Value of Holding at 30 June 2023: \$0.00

Dexus Attribution Managed Investment Trust Member Annual Statement and Guide for the year 1 July 2022 to 30 June 2023

This Dexus Attribution Managed Investment Trust ("AMIT") Member Annual Statement ("AMMA Statement") and Guide have been prepared to assist you with the completion of your Australian Income Tax Return for the year ended 30 June 2023.

| Period end date | No of securities held at Record Date | Total Distribution rate (cents per security) | Dexus Property Trust | Dexus Operations Trust | TOTAL |
|-----------------|--------------------------------------|--|----------------------|------------------------|------------|
| 31/12/2022 | 4,580 | 28.00 | \$1,282.40 | \$0.00 | \$1,282.40 |
| 30/06/2023 | 0 | 23.60 | \$0.00 | \$0.00 | \$0.00 |
| Total Paid | | | \$1,282.40 | \$0.00 | \$1,282.40 |

| Part A – Summary of 2023 tax return/supplementary section items | | |
|---|------------------------------|------------|
| Item | Individual tax return labels | Amount |
| Franked amount* | 11T | \$177.12 |
| Franking credit* | 11U | \$75.91 |
| Non-primary production income | 13U | \$707.45 |
| Franked distributions from trusts | 13C | \$0.00 |
| Share of franking credit from franked dividends | 13Q | \$0.00 |
| Credit for TFN/ABN amounts withheld | 13R | \$0.00 |
| Total current year capital gains | 18H | \$1,266.72 |
| Net capital gain | 18A | \$633.36 |
| Assessable foreign source income | 20E and 20M | \$0.00 |
| Foreign income tax offset | 20O | \$0.00 |

* Relates to the dividend paid on 30 August 2022. Refer to the Guide for further information.

Part B – Components of distribution – 2023 tax return amounts

| | Notes | Dexus Property Trust distribution | Franking credit | Foreign income tax offset |
|---|---------|--------------------------------------|--------------------|------------------------------|
| Australian trust income | | | | |
| Interest | 1 | \$94.39 | | |
| Franked dividends | 2 | \$0.00 | \$0.00 | |
| Other income | 3 | \$613.06 | | |
| Total non-primary production income | | \$707.45 | | |
| Capital gains | | | | |
| Discounted capital gains (50% discount) | 4 | \$633.36 | | \$0.00 |
| Capital gains – indexation method | 5 | \$0.00 | | |
| Capital gains – other | 6 | \$0.00 | | |
| Distributed capital gains | | \$633.36 | | |
| Foreign income | | | | |
| Assessable foreign income | 7 and 8 | \$0.00 | | \$0.00 |
| Other non-assessable amounts | | | | |
| Non-assessable amounts | 9 | \$0.00 | | |
| Excess of components over trust distribution | 9 | (\$58.41) | | |
| Total Trust Distribution | | \$1,282.40 | | |
| AMIT cost base adjustments | | | | |
| AMIT cost base net increase amount | 10 | \$691.77 | | |
| AMIT cost base net decrease amount | | \$0.00 | | |

Part C – Components of DXS dividend – 2024 tax returns amounts

| Dividend date | 30 August 2023 | | | |
|------------------------|-----------------------|---------------|-----------------|---------------------|
| | Notes | Distribution | Franking credit | Franking percentage |
| Dividend income | | | | |
| Franked dividend | 11 | \$0.00 | \$0.00 | 100% |
| Total dividend | | \$0.00 | | |

Part D – Additional capital gains information for Item 18

| | |
|---|-------------------|
| Discount capital gains – grossed up (taxable Australian property) | \$1,266.72 |
| Discount capital gains – grossed up (non-taxable Australian property) | \$0.00 |
| Capital gains – other method (taxable Australian property) | \$0.00 |
| Capital gains – other method (non-taxable Australian property) | \$0.00 |
| Total current year capital gains | \$1,266.72 |
| CGT discount | \$633.36 |
| Net capital gains | \$633.36 |

Part E – Withholding amounts

| | Notes | |
|--|-------|--------|
| TFN / ABN withholding tax | 12 | \$0.00 |
| Managed investment trust withholding tax | 13 | \$0.00 |
| Managed investment trust withholding tax (clean building) | 13 | \$0.00 |
| Non-resident interest withholding tax | 13 | \$0.00 |



National Storage Holdings Limited (ACN 166 572 845)
National Storage Financial Services Limited (ACN 600 787 246 AFSL 475 228)
as responsible entity for
National Storage Property Trust (ARSN 101 227 712)

Update your information:



Online:
www.investorcentre.com/contact



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

Enquiries:

(within Australia) 1300 850 505
(international) +61 3 9415 4000

Holder Number:
Statement Date:
TFN/ABN Status:

X 0115517040
5 September 2023
Quoted

2023 NSR AMIT Member Annual (AMMA) Statement Information for your 2023 Tax Return

2023 NSR AMMA Statement Guide can be downloaded at
www.nationalstorageinvest.com.au/reporting

This AMMA Statement relates to National Storage Property Trust for the period 1 July 2022 to 30 June 2023.

This statement has been prepared to assist with the completion of 2023 Australian individual income tax returns by persons who, for income tax purposes, were residents of Australia throughout the year ended 30 June 2023 and held their NSR investments on capital account.

This statement should be read together with the 2023 NSR AMMA Statement Guide. Should you have any questions relating to your personal tax position, it is recommended that you contact your accountant or taxation adviser.

NSR Distributions for the year ended 30 June 2023

Part A: Summary of 2023 tax return (supplementary section) items

| Tax return (supplementary section) | Tax return label | Tax attribution |
|------------------------------------|------------------|-----------------|
| Non-primary production income | 13U | \$160.52 |
| Credit for TFN amounts withheld | 13R | \$0.00 |
| Total current year capital gains | 18H | \$0.00 |
| Net capital gain | 18A | \$0.00 |
| Assessable foreign source income | 20E | \$5.75 |
| Foreign income tax offset | 20O | \$0.00 |

Part B: AMMA Components of an attribution

| | Cash distributions | Tax paid/offsets | Tax attribution |
|--|--------------------|------------------|-----------------|
| Australian income | | | |
| Interest income | \$2.57 | - | \$2.57 |
| Other income - rental | \$10.25 | - | \$10.25 |
| Non-concessional MIT Income (NCMI) | \$26.19 | - | \$26.19 |
| Excluded from NCMI | \$121.51 | - | \$121.51 |
| Total non-primary production income | \$160.52 | | \$160.52 |
| Capital gains | | | |
| Capital gains discount - TAP | \$0.00 | | \$0.00 |
| Capital gains discount - non-TAP | \$0.00 | | \$0.00 |
| Capital gains other - TAP | \$0.00 | | \$0.00 |
| Capital gains other - non-TAP | \$0.00 | | \$0.00 |
| Net capital gain | \$0.00 | | \$0.00 |
| AMIT CGT gross up amount | \$0.00 | | \$0.00 |
| Other capital gains distribution | \$0.00 | | \$0.00 |
| Total current year capital gains | \$0.00 | | \$0.00 |

| | Cash distributions | Tax paid/offsets | Tax attribution |
|--|--------------------|------------------|-----------------|
| Foreign income | | | |
| Assessable foreign source income | \$5.75 | \$0.00 | \$5.75 |
| | | | |
| Other non-assessable amounts | | | |
| Other non-attributable amounts | \$364.21 | | - |
| | | | |
| Gross cash distribution | \$530.48 | | |
| AMIT cost base net amount - excess (reduce cost base) | | | \$364.21 |
| AMIT cost base net amount - shortfall (increase cost base) | | | \$0.00 |
| | | | |
| Other amounts deducted from trust distributions | | | |
| Less: Credit for TFN amounts withheld | \$0.00 | | |
| Less: Non-resident tax withheld | \$0.00 | | |
| Net cash distribution | \$530.48 | | |

Notes

1. All income is reported in Australian dollars. Distributions include interim and final distributions, where you held your securities at the record date applicable to the interim and final distribution.
2. Australian resident investors had tax withheld from their NSR distributions at the highest marginal tax rate (including Medicare levy) where no tax file number (TFN) or Australian Business Number (ABN) (where relevant) or exemption was supplied.
3. The non-resident tax withheld amount reflects Australian income and Managed Investment Trust withholding taxes withheld from parts of the distributions paid by NSR.

2023 NSR AMMA Statement Guide References

The information given in this annual AMMA Statement and the explanatory notes is given in good faith from sources believed to be accurate at this date but no warranty of accuracy or reliability is given and no responsibility arising in any other way including by reason of negligence for errors or omissions herein is accepted by National Storage Holdings Limited or members of the National Storage group or their officers.

This annual AMMA Statement summary and the explanatory notes are not intended to be tax advice and investors should consult a professional tax adviser if necessary for tax advice required in connection with completion of tax returns.

Please retain this statement for your income tax purposes. We recommend you seek professional advice if you have questions about your personal tax position.



National Storage Holdings Limited (ACN 166 572 845)
National Storage Financial Services Limited (ACN 600 787 246 AFSL 475 228)
as responsible entity for
National Storage Property Trust (ARSN 101 227 712)

Update your information:

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000138 000 NSR



MR JOHN RUSSELL DRAPES &
MS MARGARET MARY DRAPES
<J&M DRAPES RETIREMENT A/C>
PO BOX 259
FORTITUDE VALLEY QLD 4006

Holder Number: X 0059122151
Statement Date: 5 September 2023
TFN/ABN Status: Quoted

2023 NSR AMIT Member Annual (AMMA) Statement Information for your 2023 Tax Return

2023 NSR AMMA Statement Guide can be downloaded at

www.nationalstorageinvest.com.au/reporting

This AMMA Statement relates to National Storage Property Trust for the period 1 July 2022 to 30 June 2023.

This statement has been prepared to assist with the completion of 2023 Australian individual income tax returns by persons who, for income tax purposes, were residents of Australia throughout the year ended 30 June 2023 and held their NSR investments on capital account.

This statement should be read together with the 2023 NSR AMMA Statement Guide. Should you have any questions relating to your personal tax position, it is recommended that you contact your accountant or taxation adviser.

NSR Distributions for the year ended 30 June 2023

Part A: Summary of 2023 tax return (supplementary section) items

| Tax return (supplementary section) | Tax return label | Tax attribution |
|------------------------------------|------------------|-----------------|
| Non-primary production income | 13U | \$160.52 |
| Credit for TFN amounts withheld | 13R | \$0.00 |
| Total current year capital gains | 18H | \$0.00 |
| Net capital gain | 18A | \$0.00 |
| Assessable foreign source income | 20E | \$5.75 |
| Foreign income tax offset | 20O | \$0.00 |

Part B: AMMA Components of an attribution

| | Cash distributions | Tax paid/offsets | Tax attribution |
|--|--------------------|------------------|-----------------|
| Australian income | | | |
| Interest income | \$2.57 | - | \$2.57 |
| Other income - rental | \$10.25 | - | \$10.25 |
| Non-concessional MIT Income (NCMI) | \$26.19 | - | \$26.19 |
| Excluded from NCMI | \$121.51 | - | \$121.51 |
| Total non-primary production income | \$160.52 | | \$160.52 |
| Capital gains | | | |
| Capital gains discount - TAP | \$0.00 | | \$0.00 |
| Capital gains discount - non-TAP | \$0.00 | | \$0.00 |
| Capital gains other - TAP | \$0.00 | | \$0.00 |
| Capital gains other - non-TAP | \$0.00 | | \$0.00 |
| Net capital gain | \$0.00 | | \$0.00 |
| AMIT CGT gross up amount | \$0.00 | | \$0.00 |
| Other capital gains distribution | \$0.00 | | \$0.00 |
| Total current year capital gains | \$0.00 | | \$0.00 |

| | Cash distributions | Tax paid/offsets | Tax attribution |
|--|--------------------|------------------|-----------------|
| Foreign income | | | |
| Assessable foreign source income | \$5.75 | \$0.00 | \$5.75 |
| | | | |
| Other non-assessable amounts | | | |
| Other non-attributable amounts | \$364.21 | | - |
| | | | |
| Gross cash distribution | \$530.48 | | |
| AMIT cost base net amount - excess (reduce cost base) | | | \$364.21 |
| AMIT cost base net amount - shortfall (increase cost base) | | | \$0.00 |
| | | | |
| Other amounts deducted from trust distributions | | | |
| Less: Credit for TFN amounts withheld | \$0.00 | | |
| Less: Non-resident tax withheld | \$0.00 | | |
| Net cash distribution | \$530.48 | | |

Notes

1. All income is reported in Australian dollars. Distributions include interim and final distributions, where you held your securities at the record date applicable to the interim and final distribution.
2. Australian resident investors had tax withheld from their NSR distributions at the highest marginal tax rate (including Medicare levy) where no tax file number (TFN) or Australian Business Number (ABN) (where relevant) or exemption was supplied.
3. The non-resident tax withheld amount reflects Australian income and Managed Investment Trust withholding taxes withheld from parts of the distributions paid by NSR.

2023 NSR AMMA Statement Guide References

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This annual AMMA Statement summary and the explanatory notes are not intended to be tax advice and investors should consult a professional tax adviser if necessary for tax advice required in connection with completion of tax returns.

Please retain this statement for your income tax purposes. We recommend you seek professional advice if you have questions about your personal tax position.



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032999 000 TCL

DRAPES RETIREMENT PTY LTD
<J&M DRAPES RETIREMENT A/C>
1 170 ROBERSTON STREET
FORTITUDE VALLEY QLD 4006

Holder Identification
Number (HIN)

X 0115517040

Annual Tax Statement

TRIPLE STAPLED SECURITIES - DISTRIBUTIONS

Australian resident individual investors should use the below Tax Statement to assist in completing their 2023 Income Tax Return. This Annual Tax Statement should be read in conjunction with the Transurban Tax Statement Guide, available on the Transurban website at www.transurban.com/investor-centre/distributions-and-tax/tax-guides. If an investor has a tax year ending on a date other than 30 June, they should seek advice from their tax adviser.

Transurban Holding Trust ("THT") is an Attribution Managed Investment Trust ("AMIT") for the year ended 30 June 2023. It is required to provide you with an AMIT Member Annual ("AMMA") Statement. This Annual Tax Statement is also your AMMA Statement in respect of your security holding in THT during the year ended 30 June 2023. This AMMA Statement also provides a reasonable estimate of the AMIT cost base net amount for the year ended 30 June 2023.

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

PART A: SUMMARY OF 2023 INCOME TAX RETURN FOR INDIVIDUAL (INCLUDING SUPPLEMENTARY SECTIONS)

| Item | Australian Resident Individual Tax Return Label | Total |
|--|--|----------|
| Dividends - Franked | 11T | \$0.00 |
| Franking credit | 11U | \$0.00 |
| Share of non-primary production income | 13U | \$313.39 |
| Franked distributions from trusts | 13C | \$4.16 |
| Share of franking credits from franked dividends | 13Q | \$1.25 |
| Share of credit for TFN amounts withheld | 13R | \$0.00 |
| Share of credit for foreign resident withholding amounts | 13A | \$0.00 |
| Net capital gain | 18A | \$1.98 |
| Total current year capital gains | 18H | \$3.96 |

PART B: COMPONENTS

| Dividend - Transurban Holdings Limited ¹ | 30 June 2022 (paid August 2022) | 31 December 2022 (paid February 2023) | Total |
|--|--|--|----------|
| Dividends - Franked | \$0.00 | \$0.00 | \$0.00 |
| Franking Credit / Tax Offset | \$0.00 | \$0.00 | \$0.00 |
| Distribution - Transurban Holding Trust ² Assessable Australian Income (Attribution Amounts) | 31 December 2022 (paid February 2023) | 30 June 2023 (paid August 2023) | Total |
| Interest Income | \$0.00 | \$144.38 | \$144.38 |
| Rent and Other Income ³ | \$0.00 | \$159.97 | \$159.97 |
| Non-Concessional MIT Income (NCMI) | \$0.00 | \$9.04 | \$9.04 |
| Discounted Capital Gains TARP | \$0.00 | \$1.98 | \$1.98 |
| Other Capital Gains Distribution | \$0.00 | \$1.98 | \$1.98 |
| Franked Distribution | \$0.00 | \$2.91 | \$2.91 |
| Franking Credit / Tax Offset | \$0.00 | \$1.25 | \$1.25 |
| Other - Transurban Holding Trust ⁴ | 31 December 2022 (paid February 2023) | 30 June 2023 (paid August 2023) | Total |
| Non-Assessable Amount | \$0.00 | \$423.94 | \$423.94 |
| TFN / ABN Withholding | \$0.00 | \$0.00 | \$0.00 |
| AMIT Withholding | \$0.00 | \$0.00 | \$0.00 |
| Non-Resident Withholding | \$0.00 | \$0.00 | \$0.00 |

Net Cash Distribution For The Year - Transurban Holding Trust⁴

| | |
|--|----------|
| Gross Distribution (paid February 2023) | \$0.00 |
| Tax withheld | \$0.00 |
| Gross Distribution (paid August 2023) | \$744.20 |
| Tax withheld | \$0.00 |
| Net cash distributions applicable to the year ended 30 June 2023 | \$744.20 |

PART C: AMIT COST BASE ADJUSTMENTS - Transurban Holding Trust⁴

| | |
|------------------------------------|----------|
| AMIT cost base net increase amount | \$0.00 |
| AMIT cost base net decrease amount | \$423.94 |

Notes:

1. This dividend represents the payment from Transurban Holdings Limited ABN 86 098 143 429.
2. This distribution represents the payment from Transurban Holding Trust ABN 30 169 362 255.
3. Rent and Other Income includes amounts that are 'Excluded from NCMI'. 'Excluded from NCMI' refers to amounts that would have been NCMI but are not NCMI due to the application of any of the following provisions:
 - Subsection 12-437(5) in Schedule 1 to the *Taxation Administration Act 1953* ("TAA 1953") – approved economic infrastructure facility exception;
 - Section 12-440 in Schedule 1 to the TAA 1953 – MIT cross staple arrangement income transitional provisions.
4. These disclosures relate to the distribution from Transurban Holding Trust ABN 30 169 362 255.

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MS MARGARET MARY DRAPES
<J&M DRAPES RETIREMENT A/C>
PO BOX 259
FORTITUDE VALLEY QLD 4006

Holder Identification
Number (HIN)

X 0059122151

Annual Tax Statement

TRIPLE STAPLED SECURITIES - DISTRIBUTIONS

Australian resident individual investors should use the below Tax Statement to assist in completing their 2023 Income Tax Return. This Annual Tax Statement should be read in conjunction with the Transurban Tax Statement Guide, available on the Transurban website at www.transurban.com/investor-centre/distributions-and-tax/tax-guides. If an investor has a tax year ending on a date other than 30 June, they should seek advice from their tax adviser.

Transurban Holding Trust ("THT") is an Attribution Managed Investment Trust ("AMIT") for the year ended 30 June 2023. It is required to provide you with an AMIT Member Annual ("AMMA") Statement. This Annual Tax Statement is also your AMMA Statement in respect of your security holding in THT during the year ended 30 June 2023. This AMMA Statement also provides a reasonable estimate of the AMIT cost base net amount for the year ended 30 June 2023.

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

PART A: SUMMARY OF 2023 INCOME TAX RETURN FOR INDIVIDUAL (INCLUDING SUPPLEMENTARY SECTIONS)

| Item | Australian Resident Individual Tax Return Label | Total |
|--|--|----------|
| Dividends - Franked | 11T | \$58.24 |
| Franking credit | 11U | \$24.96 |
| Share of non-primary production income | 13U | \$322.81 |
| Franked distributions from trusts | 13C | \$0.00 |
| Share of franking credits from franked dividends | 13Q | \$0.00 |
| Share of credit for TFN amounts withheld | 13R | \$0.00 |
| Share of credit for foreign resident withholding amounts | 13A | \$0.00 |
| Net capital gain | 18A | \$0.00 |
| Total current year capital gains | 18H | \$0.00 |

PART B: COMPONENTS

| Dividend - Transurban Holdings Limited ¹ | 30 June 2022 (paid August 2022) | 31 December 2022 (paid February 2023) | Total |
|--|--|--|----------|
| Dividends - Franked | \$58.24 | \$0.00 | \$58.24 |
| Franking Credit / Tax Offset | \$24.96 | \$0.00 | \$24.96 |
| Distribution - Transurban Holding Trust ² Assessable Australian Income (Attribution Amounts) | 31 December 2022 (paid February 2023) | 30 June 2023 (paid August 2023) | Total |
| Interest Income | \$157.25 | \$0.00 | \$157.25 |
| Rent and Other Income ³ | \$158.24 | \$0.00 | \$158.24 |
| Non-Concessional MIT Income (NCMI) | \$7.32 | \$0.00 | \$7.32 |
| Discounted Capital Gains TARP | \$0.00 | \$0.00 | \$0.00 |
| Other Capital Gains Distribution | \$0.00 | \$0.00 | \$0.00 |
| Franked Distribution | \$0.00 | \$0.00 | \$0.00 |
| Franking Credit / Tax Offset | \$0.00 | \$0.00 | \$0.00 |
| Other - Transurban Holding Trust ⁴ | 31 December 2022 (paid February 2023) | 30 June 2023 (paid August 2023) | Total |
| Non-Assessable Amount | \$323.79 | \$0.00 | \$323.79 |
| TFN / ABN Withholding | \$0.00 | \$0.00 | \$0.00 |
| AMIT Withholding | \$0.00 | \$0.00 | \$0.00 |
| Non-Resident Withholding | \$0.00 | \$0.00 | \$0.00 |

Net Cash Distribution For The Year - Transurban Holding Trust⁴

| | |
|--|----------|
| Gross Distribution (paid February 2023) | \$646.60 |
| Tax withheld | \$0.00 |
| Gross Distribution (paid August 2023) | \$0.00 |
| Tax withheld | \$0.00 |
| Net cash distributions applicable to the year ended 30 June 2023 | \$646.60 |

PART C: AMIT COST BASE ADJUSTMENTS - Transurban Holding Trust⁴

| | |
|------------------------------------|----------|
| AMIT cost base net increase amount | \$0.00 |
| AMIT cost base net decrease amount | \$323.79 |

Notes:

1. This dividend represents the payment from Transurban Holdings Limited ABN 86 098 143 429.
2. This distribution represents the payment from Transurban Holding Trust ABN 30 169 362 255.
3. Rent and Other Income includes amounts that are 'Excluded from NCMI'. 'Excluded from NCMI' refers to amounts that would have been NCMI but are not NCMI due to the application of any of the following provisions:
 - Subsection 12-437(5) in Schedule 1 to the *Taxation Administration Act 1953* ("TAA 1953") – approved economic infrastructure facility exception;
 - Section 12-440 in Schedule 1 to the TAA 1953 – MIT cross staple arrangement income transitional provisions.
4. These disclosures relate to the distribution from Transurban Holding Trust ABN 30 169 362 255.

J & M Drapes Retirement Fund
Investment Income Detailed Report
For the period 1 July 2022 to 30 June 2023

| Tax Effective Date | Description | Income Received | Franked Dividends | Unfranked Dividends | Franking Credits | TFN Credits | Net Foreign Income | Foreign Credits |
|---|--|-------------------|-------------------|---------------------|------------------|---------------|--------------------|-----------------|
| Distribution | | | | | | | | |
| Charter Hall Long Wale REIT - Fully Paid Units Stapled Securities (ASX:CLW) | | | | | | | | |
| 29/09/2022 | CLW AUD DRP SUSP | \$471.80 | - | - | - | - | - | - |
| 29/12/2022 | CLW AUD DRP SUSP | \$471.80 | - | - | - | - | - | - |
| 30/03/2023 | CLW AUD DRP SUSP | \$581.70 | - | - | - | - | - | - |
| 29/06/2023 | CLW AUD DRP SUSP | \$581.70 | - | - | - | - | - | - |
| Total | | \$2,107.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Dexus - Fully Paid Units Stapled Securities (ASX:DXS) | | | | | | | | |
| 29/12/2022 | DXS Distribution - Cash | \$1,282.40 | - | - | - | - | - | - |
| 29/06/2023 | DXS AUD 0.0464872 FRANKED, 30% CTR | \$867.97 | - | - | - | - | - | - |
| Total | | \$2,150.37 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| National Storage REIT - Fully Paid Ordinary/Units Stapled Securities (ASX:NSR) | | | | | | | | |
| 29/12/2022 | NSR AUD DRP 2% DISC | \$530.48 | - | - | - | - | - | - |
| 29/06/2023 | NSR AUD DRP 2% DISC | \$530.48 | - | - | - | - | - | - |
| Total | | \$1,060.96 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Transurban Group - Fully Paid Ordinary/Units Stapled Securities (ASX:TCL) | | | | | | | | |
| 29/12/2022 | TCL AUD DRP NIL DISC | \$646.60 | - | - | - | - | - | - |
| 29/06/2023 | TCL AUD 0.0111946 FRANKED, 30% CTR, DRP NIL DISC | \$744.20 | - | - | - | - | - | - |
| Total | | \$1,390.80 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | \$6,709.13 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

NOTE: as the tax components are not always recorded for each distribution event, please refer to the Distribution Reconciliation Report for distribution tax details

Dividend

Ampol Limited (ASX:ALD)

J & M Drapes Retirement Fund
Investment Income Detailed Report
For the period 1 July 2022 to 30 June 2023

| Tax Effective Date | Description | Income Received | Franked Dividends | Unfranked Dividends | Franking Credits | TFN Credits | Net Foreign Income | Foreign Credits |
|--|---|-------------------|-------------------|---------------------|-------------------|---------------|--------------------|-----------------|
| 28/09/2022 | ALD AUD 1.2 FRANKED, 30% CTR | \$1,245.60 | \$1,245.60 | \$0.00 | \$533.83 | \$0.00 | \$0.00 | \$0.00 |
| 30/03/2023 | ALD AUD 0.5 SPEC, 1.55 FRANKED, 30% CTR | \$1,996.40 | \$1,996.40 | \$0.00 | \$855.60 | \$0.00 | \$0.00 | \$0.00 |
| Total | | \$3,242.00 | \$3,242.00 | \$0.00 | \$1,389.43 | \$0.00 | \$0.00 | \$0.00 |
| ANZ Group Holdings Limited (ASX:ANZ) | | | | | | | | |
| 01/07/2022 | ANZ AUD 0.72 FRANKED, 30% CTR, DRP NIL DISC, BSF | \$1,360.80 | \$1,360.80 | \$0.00 | \$583.20 | \$0.00 | \$0.00 | \$0.00 |
| 15/12/2022 | ANZ AUD 0.74 FRANKED, 30% CTR, DRP NIL DISC, BSF | \$1,491.84 | \$1,491.84 | \$0.00 | \$639.36 | \$0.00 | \$0.00 | \$0.00 |
| Total | | \$2,852.64 | \$2,852.64 | \$0.00 | \$1,222.56 | \$0.00 | \$0.00 | \$0.00 |
| Aurizon Holdings Limited (ASX:AZJ) | | | | | | | | |
| 21/09/2022 | AZJ AUD 0.109 FRANKED, 30% CTR | \$927.59 | \$927.59 | \$0.00 | \$397.54 | \$0.00 | \$0.00 | \$0.00 |
| 29/03/2023 | AZJ AUD 0.07 FRANKED, 30% CTR | \$877.10 | \$877.10 | \$0.00 | \$375.90 | \$0.00 | \$0.00 | \$0.00 |
| Total | | \$1,804.69 | \$1,804.69 | \$0.00 | \$773.44 | \$0.00 | \$0.00 | \$0.00 |
| BHP Group Limited (ASX:BHP) | | | | | | | | |
| 22/09/2022 | BHP USD 1.75, 1.75 FRANKED, 30% CTR, DRP NIL DISC | \$4,907.19 | \$4,907.19 | \$0.00 | \$2,103.08 | \$0.00 | \$0.00 | \$0.00 |
| 30/03/2023 | BHP USD 0.9, 0.9 FRANKED, 30% CTR, DRP NIL DISC | \$2,622.27 | \$2,622.27 | \$0.00 | \$1,123.83 | \$0.00 | \$0.00 | \$0.00 |
| Total | | \$7,529.46 | \$7,529.46 | \$0.00 | \$3,226.91 | \$0.00 | \$0.00 | \$0.00 |
| Brambles Limited (ASX:BXB) | | | | | | | | |
| 13/10/2022 | BXB USD 0.12, 0.042 FRANKED, 30% CTR, 0.078 CFI, DI | \$567.53 | \$198.72 | \$368.81 | \$85.16 | \$0.00 | \$0.00 | \$0.00 |
| 13/04/2023 | BXB USD 0.1225, 0.042875 FRANKED, 30% CTR, 0.0796 | \$581.34 | \$203.47 | \$377.87 | \$87.20 | \$0.00 | \$0.00 | \$0.00 |
| Total | | \$1,148.87 | \$402.19 | \$746.68 | \$172.36 | \$0.00 | \$0.00 | \$0.00 |
| Challenger Limited (ASX:CGF) | | | | | | | | |
| 21/09/2022 | CGF AUD 0.115 FRANKED, 30% CTR, DRP | \$529.00 | \$529.00 | \$0.00 | \$226.71 | \$0.00 | \$0.00 | \$0.00 |
| 21/03/2023 | CGF AUD 0.12 FRANKED, 30% CTR, DRP NIL DISC | \$552.00 | \$552.00 | \$0.00 | \$236.57 | \$0.00 | \$0.00 | \$0.00 |
| Total | | \$1,081.00 | \$1,081.00 | \$0.00 | \$463.28 | \$0.00 | \$0.00 | \$0.00 |
| Commonwealth Bank Of Australia. (ASX:CBA) | | | | | | | | |

J & M Drapes Retirement Fund
Investment Income Detailed Report
For the period 1 July 2022 to 30 June 2023

| Tax Effective Date | Description | Income Received | Franked Dividends | Unfranked Dividends | Franking Credits | TFN Credits | Net Foreign Income | Foreign Credits |
|--|--|-------------------|-------------------|---------------------|-------------------|---------------|--------------------|-----------------|
| 29/09/2022 | CBA AUD 2.1 FRANKED, 30% CTR, DRP NIL DISC | \$1,001.70 | \$1,001.70 | \$0.00 | \$429.30 | \$0.00 | \$0.00 | \$0.00 |
| 30/03/2023 | CBA AUD 2.1 FRANKED, 30% CTR, DRP NIL DISC | \$1,001.70 | \$1,001.70 | \$0.00 | \$429.30 | \$0.00 | \$0.00 | \$0.00 |
| | Total | \$2,003.40 | \$2,003.40 | \$0.00 | \$858.60 | \$0.00 | \$0.00 | \$0.00 |
| Dexus - Fully Paid Units Stapled Securities (ASX:DXS) | | | | | | | | |
| 30/08/2022 | DXS AUD 0.04649 FRANKED @ 30% | \$177.12 | \$177.12 | \$0.00 | \$75.91 | \$0.00 | \$0.00 | \$0.00 |
| | Total | \$177.12 | \$177.12 | \$0.00 | \$75.91 | \$0.00 | \$0.00 | \$0.00 |
| Healius Limited (ASX:HLS) | | | | | | | | |
| 21/09/2022 | HLS AUD 0.06 FRANKED, 30% CTR, DRP SUSP | \$513.96 | \$513.96 | \$0.00 | \$220.27 | \$0.00 | \$0.00 | \$0.00 |
| | Total | \$513.96 | \$513.96 | \$0.00 | \$220.27 | \$0.00 | \$0.00 | \$0.00 |
| Link Administration Holdings Limited (ASX:LNK) | | | | | | | | |
| 14/10/2022 | LNK AUD 0.08 SPEC, 0.08 FRANKED, 30% CTR, DRP SL | \$442.40 | \$442.40 | \$0.00 | \$189.60 | \$0.00 | \$0.00 | \$0.00 |
| 11/04/2023 | LNK AUD 0.036 FRANKED, 30% CTR, NIL CFI, DRP SUS | \$248.85 | \$199.08 | \$49.77 | \$85.32 | \$0.00 | \$0.00 | \$0.00 |
| | Total | \$691.25 | \$641.48 | \$49.77 | \$274.92 | \$0.00 | \$0.00 | \$0.00 |
| National Australia Bank Limited (ASX:NAB) | | | | | | | | |
| 05/07/2022 | NAB AUD 0.73 FRANKED, 30% CTR, DRP NIL DISC, BSF | \$1,241.00 | \$1,241.00 | \$0.00 | \$531.86 | \$0.00 | \$0.00 | \$0.00 |
| 14/12/2022 | NAB AUD 0.78 FRANKED, 30% CTR, DRP NIL DISC, BSF | \$1,326.00 | \$1,326.00 | \$0.00 | \$568.29 | \$0.00 | \$0.00 | \$0.00 |
| | Total | \$2,567.00 | \$2,567.00 | \$0.00 | \$1,100.15 | \$0.00 | \$0.00 | \$0.00 |
| Rio Tinto Limited (ASX:RIO) | | | | | | | | |
| 22/09/2022 | RIO AUD 3.837 FRANKED, 30% CTR, DRP NIL DISC | \$1,438.88 | \$1,438.88 | \$0.00 | \$616.66 | \$0.00 | \$0.00 | \$0.00 |
| 20/04/2023 | RIO AUD 3.2649 FRANKED, 30% CTR, DRP NIL DISC | \$1,224.34 | \$1,224.34 | \$0.00 | \$524.72 | \$0.00 | \$0.00 | \$0.00 |
| | Total | \$2,663.22 | \$2,663.22 | \$0.00 | \$1,141.38 | \$0.00 | \$0.00 | \$0.00 |
| Suncorp Group Limited (ASX:SUN) | | | | | | | | |
| 21/09/2022 | SUN AUD 0.17 FRANKED, 30% CTR, DRP NIL DISC | \$576.30 | \$576.30 | \$0.00 | \$246.99 | \$0.00 | \$0.00 | \$0.00 |
| 31/03/2023 | SUN AUD 0.33 FRANKED, 30% CTR, DRP NIL DISC | \$1,118.70 | \$1,118.70 | \$0.00 | \$479.44 | \$0.00 | \$0.00 | \$0.00 |

J & M Drapes Retirement Fund
Investment Income Detailed Report
For the period 1 July 2022 to 30 June 2023

| Tax Effective Date | Description | Income Received | Franked Dividends | Unfranked Dividends | Franking Credits | TFN Credits | Net Foreign Income | Foreign Credits |
|--|---|--------------------|--------------------|---------------------|--------------------|---------------|--------------------|-----------------|
| | Total | \$1,695.00 | \$1,695.00 | \$0.00 | \$726.43 | \$0.00 | \$0.00 | \$0.00 |
| Transurban Group - Fully Paid Ordinary/Units Stapled Securities (ASX:TCL) | | | | | | | | |
| 23/08/2022 | TCL AUD 0.02170156 FRANKED, 30% CTR | \$58.24 | \$58.24 | \$0.00 | \$24.96 | \$0.00 | \$0.00 | \$0.00 |
| | Total | \$58.24 | \$58.24 | \$0.00 | \$24.96 | \$0.00 | \$0.00 | \$0.00 |
| Wesfarmers Limited (ASX:WES) | | | | | | | | |
| 06/10/2022 | WES AUD 1 FRANKED, 30% CTR, DRP NIL DISC | \$590.00 | \$590.00 | \$0.00 | \$252.86 | \$0.00 | \$0.00 | \$0.00 |
| 28/03/2023 | WES AUD 0.88 FRANKED, 30% CTR, DRP NIL DISC | \$519.20 | \$519.20 | \$0.00 | \$222.51 | \$0.00 | \$0.00 | \$0.00 |
| | Total | \$1,109.20 | \$1,109.20 | \$0.00 | \$475.37 | \$0.00 | \$0.00 | \$0.00 |
| Westpac Banking Corporation (ASX:WBC) | | | | | | | | |
| 20/12/2022 | WBC AUD 0.64 FRANKED, 30% CTR, DRP NIL DISC | \$1,497.60 | \$1,497.60 | \$0.00 | \$641.83 | \$0.00 | \$0.00 | \$0.00 |
| 27/06/2023 | WBC AUD 0.7 FRANKED, 30% CTR, DRP NIL DISC | \$1,855.00 | \$1,855.00 | \$0.00 | \$795.00 | \$0.00 | \$0.00 | \$0.00 |
| | Total | \$3,352.60 | \$3,352.60 | \$0.00 | \$1,436.83 | \$0.00 | \$0.00 | \$0.00 |
| Woodside Energy Group Ltd (ASX:WDS) | | | | | | | | |
| 06/10/2022 | WDS USD 1.09, 1.09 FRANKED, 30% CTR, DRP NIL DISC | \$2,719.20 | \$2,719.20 | \$0.00 | \$1,165.37 | \$0.00 | \$0.00 | \$0.00 |
| 05/04/2023 | WDS USD 1.44, 1.44 FRANKED, 30% CTR, DRP SUSP | \$3,080.79 | \$3,080.79 | \$0.00 | \$1,320.34 | \$0.00 | \$0.00 | \$0.00 |
| | Total | \$5,799.99 | \$5,799.99 | \$0.00 | \$2,485.71 | \$0.00 | \$0.00 | \$0.00 |
| Woolworths Group Limited (ASX:WOW) | | | | | | | | |
| 27/09/2022 | WOW AUD 0.53 FRANKED, 30% CTR, DRP NIL DISC | \$402.80 | \$402.80 | \$0.00 | \$172.63 | \$0.00 | \$0.00 | \$0.00 |
| 13/04/2023 | WOW AUD 0.46 FRANKED, 30% CTR, DRP NIL DISC | \$349.60 | \$349.60 | \$0.00 | \$149.83 | \$0.00 | \$0.00 | \$0.00 |
| | Total | \$752.40 | \$752.40 | \$0.00 | \$322.46 | \$0.00 | \$0.00 | \$0.00 |
| | | \$39,042.04 | \$38,245.59 | \$796.45 | \$16,390.97 | \$0.00 | \$0.00 | \$0.00 |

Foreign Income

Amcor PLC - Cdi 1:1 Foreign Exempt Nyse (ASX:AMC)

J & M Drapes Retirement Fund
Investment Income Detailed Report
For the period 1 July 2022 to 30 June 2023

| Tax Effective Date | Description | Income Received | Franked Dividends | Unfranked Dividends | Franking Credits | TFN Credits | Net Foreign Income | Foreign Credits |
|--------------------|----------------|-------------------|-------------------|---------------------|------------------|---------------|--------------------|-----------------|
| 28/09/2022 | AMC USD 0.12 | \$434.95 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$434.95 | \$0.00 |
| 13/12/2022 | AMC USD 0.1225 | \$489.89 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$489.89 | \$0.00 |
| 21/03/2023 | AMC USD 0.1225 | \$435.96 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$435.96 | \$0.00 |
| 20/06/2023 | AMC USD 0.1225 | \$464.44 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$464.44 | \$0.00 |
| Total | | \$1,825.24 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,825.24 | \$0.00 |
| | | \$1,825.24 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,825.24 | \$0.00 |

Interest Received

Macquarie CMA #2160

| | | | | | | | | |
|--------------|-----------------------------|-------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 29/07/2022 | MACQUARIE CMA INTEREST PAID | \$23.12 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 31/08/2022 | MACQUARIE CMA INTEREST PAID | \$61.47 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 30/09/2022 | MACQUARIE CMA INTEREST PAID | \$84.37 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 31/10/2022 | MACQUARIE CMA INTEREST PAID | \$108.02 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 30/11/2022 | MACQUARIE CMA INTEREST PAID | \$106.91 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 30/12/2022 | MACQUARIE CMA INTEREST PAID | \$130.05 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 31/01/2023 | MACQUARIE CMA INTEREST PAID | \$150.38 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 28/02/2023 | MACQUARIE CMA INTEREST PAID | \$132.54 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 31/03/2023 | MACQUARIE CMA INTEREST PAID | \$153.58 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 28/04/2023 | MACQUARIE CMA INTEREST PAID | \$209.74 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 31/05/2023 | MACQUARIE CMA INTEREST PAID | \$248.23 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 30/06/2023 | MACQUARIE CMA INTEREST PAID | \$228.01 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total | | \$1,636.42 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Investment Income Received - Tax Date

From 1 July 2022 through 30 June 2023

Account Name: J & M Drapes Retirement Fund
Account Code: DRA0708RS
Adviser: Westwood Group (WWG)

| Transaction Date | Settlement Date | Income Received \$ | Interest \$ | Other Income \$ | Gross Franked Dividend \$ | Imputation Credit \$ | Unfranked Dividend \$ | Discount Capital Gain \$ | Non-Disc Capital Gain \$ | CGT Conc. \$ | Tax Free \$ | Tax Deferred \$ | Return Of Capital \$ | TFN Amnts. Deduct. \$ | Non Resident W/Holding Tax \$ |
|---------------------------------------|-----------------|--------------------|-------------|-----------------|---------------------------|----------------------|-----------------------|--------------------------|--------------------------|--------------|-------------|-----------------|----------------------|-----------------------|-------------------------------|
| AMPOL LIMITED (ALD.ASX) | | | | | | | | | | | | | | | |
| 02 Sep 2022 | 28 Sep 2022 | 1,245.60 | | | 1,779.43 | 533.83 | | | | | | | | | |
| 03 Mar 2023 | 30 Mar 2023 | 644.00 | | | 920.00 | 276.00 | | | | | | | | | |
| 03 Mar 2023 | 30 Mar 2023 | 1,352.40 | | | 1,932.00 | 579.60 | | | | | | | | | |
| Total | | 3,242.00 | | | 4,631.43 | 1,389.43 | | | | | | | | | |
| AMCOR PLC (AMC.ASX) | | | | | | | | | | | | | | | |
| 07 Sep 2022 | 28 Sep 2022 | 434.95 | | | | | | | | | | | | | |
| 22 Nov 2022 | 13 Dec 2022 | 489.89 | | | | | | | | | | | | | |
| 28 Feb 2023 | 21 Mar 2023 | 435.96 | | | | | | | | | | | | | |
| 23 May 2023 | 20 Jun 2023 | 464.44 | | | | | | | | | | | | | |
| Total | | 1,825.24 | | | | | | | | | | | | | |
| ANZ GROUP HOLDINGS (ANZ.ASX) | | | | | | | | | | | | | | | |
| 09 May 2022 | 01 Jul 2022 | 1,360.80 | | | 1,944.00 | 583.20 | | | | | | | | | |
| 07 Nov 2022 | 15 Dec 2022 | 1,491.84 | | | 2,131.20 | 639.36 | | | | | | | | | |
| Total | | 2,852.64 | | | 4,075.20 | 1,222.56 | | | | | | | | | |
| AURIZON HOLDINGS LTD (AZJ.ASX) | | | | | | | | | | | | | | | |
| 22 Aug 2022 | 21 Sep 2022 | 927.59 | | | 1,325.13 | 397.54 | | | | | | | | | |
| 27 Feb 2023 | 29 Mar 2023 | 877.10 | | | 1,253.00 | 375.90 | | | | | | | | | |
| Total | | 1,804.69 | | | 2,578.13 | 773.44 | | | | | | | | | |
| BHP GROUP LIMITED (BHP.ASX) | | | | | | | | | | | | | | | |
| 01 Sep 2022 | 23 Sep 2022 | 4,907.19 | | | 7,010.26 | 2,103.08 | | | | | | | | | |

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

| Transaction Date | Settlement Date | Income Received \$ | Interest \$ | Other Income \$ | Gross Franked Dividend \$ | Imputation Credit \$ | Unfranked Dividend \$ | Discount Capital Gain \$ | Non-Disc Capital Gain \$ | CGT Conc. \$ | Tax Free \$ | Tax Deferred \$ | Return Of Capital \$ | TFN Amnts. Deduct. \$ | Non Resident W/Holding Tax \$ |
|--|-----------------|--------------------|-------------|-----------------|---------------------------|----------------------|-----------------------|--------------------------|--------------------------|--------------|-------------|-----------------|----------------------|-----------------------|-------------------------------|
| 09 Mar 2023 | 30 Mar 2023 | 2,622.27 | | | 3,746.10 | 1,123.83 | | | | | | | | | |
| Total | | 7,529.46 | | | 10,756.36 | 3,226.91 | | | | | | | | | |
| BRAMBLES LIMITED (BXB.ASX) | | | | | | | | | | | | | | | |
| 07 Sep 2022 | 13 Oct 2022 | 567.53 | | | 283.88 | 85.16 | 368.81 | | | | | | | | |
| 08 Mar 2023 | 13 Apr 2023 | 581.34 | | | 290.67 | 87.20 | 377.87 | | | | | | | | |
| Total | | 1,148.87 | | | 574.55 | 172.36 | 746.68 | | | | | | | | |
| COMMONWEALTH BANK. (CBA.ASX) | | | | | | | | | | | | | | | |
| 17 Aug 2022 | 29 Sep 2022 | 1,001.70 | | | 1,431.00 | 429.30 | | | | | | | | | |
| 22 Feb 2023 | 30 Mar 2023 | 1,001.70 | | | 1,431.00 | 429.30 | | | | | | | | | |
| Total | | 2,003.40 | | | 2,862.00 | 858.60 | | | | | | | | | |
| CHALLENGER LIMITED (CGF.ASX) | | | | | | | | | | | | | | | |
| 29 Aug 2022 | 21 Sep 2022 | 529.00 | | | 755.71 | 226.71 | | | | | | | | | |
| 21 Feb 2023 | 21 Mar 2023 | 552.00 | | | 788.57 | 236.57 | | | | | | | | | |
| Total | | 1,081.00 | | | 1,544.28 | 463.28 | | | | | | | | | |
| CHTR H LWR - FULLY PAID UNITS STAPLED SECURITIES (CLW.ASX) | | | | | | | | | | | | | | | |
| 29 Sep 2022 | 11 Nov 2022 | 471.80 | | 121.26 | | | | 43.91 | | 43.90 | | 262.73 | | | |
| 29 Dec 2022 | 14 Feb 2023 | 471.80 | | 121.26 | | | | 43.91 | | 43.91 | | 262.72 | | | |
| 30 Mar 2023 | 15 May 2023 | 581.70 | | 149.50 | | | | 54.13 | | 54.14 | | 323.93 | | | |
| 29 Jun 2023 | 14 Aug 2023 | 581.70 | | 149.51 | | | | 54.13 | | 54.13 | | 323.93 | | | |
| Total | | 2,107.00 | | 541.53 | | | | 196.08 | | 196.08 | | 1,173.31 | | | |
| DEXUS - FULLY PAID UNITS STAPLED SECURITIES (DXS.ASX) | | | | | | | | | | | | | | | |
| 29 Jun 2022 | 30 Aug 2022 | 177.12 | | | 253.03 | 75.91 | | | | | | | | | |
| 29 Dec 2022 | 28 Feb 2023 | 1,282.40 | 94.39 | 613.06 | | | | 633.36 | | 633.36 | | -691.77 | | | |
| 29 Jun 2023 | 30 Aug 2023 | 867.97 | 63.89 | 414.94 | | | | 428.68 | | 428.68 | | -468.22 | | | |
| Total | | 2,327.49 | 158.28 | 1,028.00 | 253.03 | 75.91 | | 1,062.04 | | 1,062.04 | | -1,159.99 | | | |
| HEALIUS (HLS.ASX) | | | | | | | | | | | | | | | |
| 07 Sep 2022 | 21 Sep 2022 | 513.96 | | | 734.23 | 220.27 | | | | | | | | | |
| Total | | 513.96 | | | 734.23 | 220.27 | | | | | | | | | |
| LINK ADMIN HLDG (LNK.ASX) | | | | | | | | | | | | | | | |
| 29 Sep 2022 | 14 Oct 2022 | 442.40 | | | 632.00 | 189.60 | | | | | | | | | |

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

From 1 July 2022 through 30 June 2023

| Transaction Date | Settlement Date | Income Received \$ | Interest \$ | Other Income \$ | Gross Franked Dividend \$ | Imputation Credit \$ | Unfranked Dividend \$ | Discount Capital Gain \$ | Non-Disc Capital Gain \$ | CGT Conc. \$ | Tax Free \$ | Tax Deferred \$ | Return Of Capital \$ | TFN Amnts. Deduct. \$ | Non Resident W/Holding Tax \$ |
|---|-----------------|--------------------|-------------|-----------------|---------------------------|----------------------|-----------------------|--------------------------|--------------------------|--------------|-------------|-----------------|----------------------|-----------------------|-------------------------------|
| 01 Mar 2023 | 11 Apr 2023 | 248.85 | | | 284.40 | 85.32 | 49.77 | | | | | | | | |
| Total | | 691.25 | | | 916.40 | 274.92 | 49.77 | | | | | | | | |
| MACQUARIE CASH MANAGEMENT ACCOUNT (MBLCCMH.CASH) | | | | | | | | | | | | | | | |
| 29 Jul 2022 | 29 Jul 2022 | 23.12 | 23.12 | | | | | | | | | | | | |
| 31 Aug 2022 | 31 Aug 2022 | 61.47 | 61.47 | | | | | | | | | | | | |
| 30 Sep 2022 | 30 Sep 2022 | 84.37 | 84.37 | | | | | | | | | | | | |
| 31 Oct 2022 | 31 Oct 2022 | 108.02 | 108.02 | | | | | | | | | | | | |
| 30 Nov 2022 | 30 Nov 2022 | 106.91 | 106.91 | | | | | | | | | | | | |
| 30 Dec 2022 | 30 Dec 2022 | 130.05 | 130.05 | | | | | | | | | | | | |
| 31 Jan 2023 | 31 Jan 2023 | 150.38 | 150.38 | | | | | | | | | | | | |
| 28 Feb 2023 | 28 Feb 2023 | 132.54 | 132.54 | | | | | | | | | | | | |
| 31 Mar 2023 | 31 Mar 2023 | 153.58 | 153.58 | | | | | | | | | | | | |
| 28 Apr 2023 | 28 Apr 2023 | 209.74 | 209.74 | | | | | | | | | | | | |
| 31 May 2023 | 31 May 2023 | 248.23 | 248.23 | | | | | | | | | | | | |
| 30 Jun 2023 | 30 Jun 2023 | 228.01 | 228.01 | | | | | | | | | | | | |
| Total | | 1,636.42 | 1,636.42 | | | | | | | | | | | | |
| NATIONAL AUST. BANK (NAB.ASX) | | | | | | | | | | | | | | | |
| 11 May 2022 | 05 Jul 2022 | 1,241.00 | | | 1,772.86 | 531.86 | | | | | | | | | |
| 15 Nov 2022 | 14 Dec 2022 | 1,326.00 | | | 1,894.29 | 568.29 | | | | | | | | | |
| Total | | 2,567.00 | | | 3,667.15 | 1,100.15 | | | | | | | | | |
| NATIONAL STORAGE - FULLY PAID ORDINARY/UNITS STAPLED SECURITIES (NSR.ASX) | | | | | | | | | | | | | | | |
| 29 Dec 2022 | 01 Mar 2023 | 530.48 | 2.57 | 157.95 | | | | | | | | 364.21 | | | |
| 29 Jun 2023 | 05 Sep 2023 | 530.48 | 2.57 | 157.95 | | | | | | | | 364.21 | | | |
| Total | | 1,060.96 | 5.14 | 315.90 | | | | | | | | 728.42 | | | |
| RIO TINTO LIMITED (RIO.ASX) | | | | | | | | | | | | | | | |
| 11 Aug 2022 | 22 Sep 2022 | 1,438.88 | | | 2,055.54 | 616.66 | | | | | | | | | |
| 09 Mar 2023 | 20 Apr 2023 | 1,224.34 | | | 1,749.05 | 524.72 | | | | | | | | | |
| Total | | 2,663.22 | | | 3,804.59 | 1,141.38 | | | | | | | | | |
| SUNCORP GROUP LTD (SUN.ASX) | | | | | | | | | | | | | | | |
| 12 Aug 2022 | 21 Sep 2022 | 576.30 | | | 823.29 | 246.99 | | | | | | | | | |
| 14 Feb 2023 | 31 Mar 2023 | 1,118.70 | | | 1,598.14 | 479.44 | | | | | | | | | |

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

| Investment Income Received - Tax Date | | | | | | | | | | | | | Account Code: DRA0708RS | | |
|---|-----------------|--------------------|-------------|-----------------|---------------------------|----------------------|-----------------------|--------------------------|--------------------------|--------------|-------------|-----------------|-------------------------|-----------------------|-------------------------------|
| From 1 July 2022 through 30 June 2023 | | | | | | | | | | | | | | | |
| Transaction Date | Settlement Date | Income Received \$ | Interest \$ | Other Income \$ | Gross Franked Dividend \$ | Imputation Credit \$ | Unfranked Dividend \$ | Discount Capital Gain \$ | Non-Disc Capital Gain \$ | CGT Conc. \$ | Tax Free \$ | Tax Deferred \$ | Return Of Capital \$ | TFN Amnts. Deduct. \$ | Non Resident W/Holding Tax \$ |
| Total | | 1,695.00 | | | 2,421.43 | 726.43 | | | | | | | | | |
| TRANSURBAN GROUP - FULLY PAID ORDINARY/UNITS STAPLED SECURITIES (TCL.ASX) | | | | | | | | | | | | | | | |
| 29 Jun 2022 | 23 Aug 2022 | 58.24 | | | 83.20 | 24.96 | | | | | | | | | |
| 29 Dec 2022 | 13 Feb 2023 | 646.60 | 157.25 | 165.56 | | | | | | | | 323.79 | | | |
| 29 Jun 2023 | 21 Aug 2023 | 744.20 | 144.38 | 169.01 | 4.16 | 1.25 | | 1.98 | | 1.98 | | 423.94 | | | |
| Total | | 1,449.04 | 301.63 | 334.57 | 87.36 | 26.21 | | 1.98 | | 1.98 | | 747.73 | | | |
| WESTPAC BANKING CORP (WBC.ASX) | | | | | | | | | | | | | | | |
| 17 Nov 2022 | 20 Dec 2022 | 1,497.60 | | | 2,139.43 | 641.83 | | | | | | | | | |
| 11 May 2023 | 27 Jun 2023 | 1,855.00 | | | 2,650.00 | 795.00 | | | | | | | | | |
| Total | | 3,352.60 | | | 4,789.43 | 1,436.83 | | | | | | | | | |
| WOODSIDE ENERGY (WDS.ASX) | | | | | | | | | | | | | | | |
| 08 Sep 2022 | 06 Oct 2022 | 2,719.20 | | | 3,884.57 | 1,165.37 | | | | | | | | | |
| 08 Mar 2023 | 05 Apr 2023 | 3,080.79 | | | 4,401.13 | 1,320.34 | | | | | | | | | |
| Total | | 5,799.99 | | | 8,285.70 | 2,485.71 | | | | | | | | | |
| WESFARMERS LIMITED (WES.ASX) | | | | | | | | | | | | | | | |
| 31 Aug 2022 | 06 Oct 2022 | 590.00 | | | 842.86 | 252.86 | | | | | | | | | |
| 20 Feb 2023 | 28 Mar 2023 | 519.20 | | | 741.71 | 222.51 | | | | | | | | | |
| Total | | 1,109.20 | | | 1,584.57 | 475.37 | | | | | | | | | |
| WOOLWORTHS GROUP LTD (WOW.ASX) | | | | | | | | | | | | | | | |
| 31 Aug 2022 | 27 Sep 2022 | 402.80 | | | 575.43 | 172.63 | | | | | | | | | |
| 02 Mar 2023 | 13 Apr 2023 | 349.60 | | | 499.43 | 149.83 | | | | | | | | | |
| Total | | 752.40 | | | 1,074.86 | 322.46 | | | | | | | | | |
| TOTAL PORTFOLIO | | | | | | | | | | | | | | | |
| | | 49,212.83 | 2,101.47 | 2,220.00 | 54,640.70 | 16,392.22 | 796.45 | 1,260.10 | | 1,260.10 | | 1,489.47 | | | |

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.



Macquarie Cash Management Account

enquiries 1800 806 310

account name DRAPES RETIREMENT PTY LTD ATF
J & M DRAPES RETIREMENT FUND
account no. 961742160

Please note the following financial services companies and/or financial advisers have authority on your account.

| Name | Authority Type |
|-------------------------------------|-----------------------------------|
| FNZ CUSTODIANS (AUSTRALIA) PTY LTD | General withdrawal authority |
| MACQUARIE FINANCIAL SERVICES_MFS/SY | Clearing and settlement authority |
| CONNECTUS AFSL 1 LTD | General withdrawal authority |
| MACQUARIE EQUITIES LTD | Enquiry authority |
| AXIA SUPER AUDITS PTY LTD | Enquiry authority |
| CONNECTUS AFSL 1 LTD | Enquiry authority |

Authority descriptions

Enquiry authority - you have authorised the third party to have access to information about your account.

General withdrawal authority - you have authorised the third party to:

- withdraw their fees from your account,
- withdraw funds from your account to make payments on your behalf directly to the Australian Taxation Office (ATO), and
- make payments and withdrawals for any purpose including settlement or investment.

Clearing and settlement authority - you have authorised the named party to debit and credit your account in respect to clearing and settlement services they provide as set out in the relevant terms and conditions. This includes all settlement amounts for securities trading, brokerage, margins and other applicable fees and charges.

Please consider carefully who you appoint as a third party authority on your account as we may follow their instructions as if they were yours. It is important that you understand this risk and carefully consider what level of authority you give to them. For more information on third party authority levels search 'Macquarie Help' in your browser to find our Help Centre.

annual interest summary 2022/2023

| | |
|-------------------|----------|
| INTEREST PAID | 1,636.42 |
| TOTAL INCOME PAID | 1,636.42 |

J & M Drapes Retirement Fund
Pension Withdrawal Limits
For the Period 1 July 2022 to 30 June 2023

Mrs Margaret Drapes
YTD Summaries

| | Drawdowns to date | Rqd. for Minimum | Minimum | Rqd for Plan | Plan* | Remaining until Max | Maximum | Tax Free % |
|-------------------------|----------------------|---------------------|-----------|--------------|-----------|------------------------|---------|---------------|
| MD_ABP_DRAMAR0 0003P | 5,240.00 | OK! | 2,720.00 | OK! | 2,720.00 | - | - | 66.10% |
| MD_ABP_DRAMAR0 0011P | 24,760.00 | OK! | 24,760.00 | OK! | 24,760.00 | - | - | 66.70% |

Totals

| | | | | | | | | |
|-----------------|-----------|------|-----------|------|-----------|--|--|--|
| Gross Drawdowns | 30,000.00 | 0.00 | 27,480.00 | 0.00 | 27,480.00 | | | |
| PAYG Tax | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | |
| Net Drawdowns | 30,000.00 | 0.00 | 27,480.00 | 0.00 | 27,480.00 | | | |

Footnotes:

*The plan amount is the annual pension review amount or the minimum amount where no review amount is recorded.

Pension Payments

MD_ABP_DRAMAR00003P

| Date | Gross Amount | PAYG | Net Amount | Description |
|----------------|-----------------|-------------|-----------------|---|
| 23/06/2023 | 5,240.00 | 0.00 | 5,240.00 | part of \$30,000.00 PENSION PAYMENT MARGAR |
| Totals: | 5,240.00 | 0.00 | 5,240.00 | |

MD_ABP_DRAMAR00011P

| Date | Gross Amount | PAYG | Net Amount | Description |
|----------------|------------------|-------------|------------------|---|
| 23/06/2023 | 24,760.00 | 0.00 | 24,760.00 | part of \$30,000.00 PENSION PAYMENT MARGAR |
| Totals: | 24,760.00 | 0.00 | 24,760.00 | |

Expenses Report

J & M Drapes Retirement Fund

From 1 July 2022 Through 30 June 2023

| Date | Position | Description | Amount Received/Paid |
|------------------------------|-----------------------------------|--|--|
| Management Fees | | | |
| 01 Jul 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 02 Aug 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 01 Sep 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 04 Oct 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 01 Nov 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 05 Dec 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 05 Jan 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 01 Feb 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 02 Mar 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 03 Apr 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 02 May 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 01 Jun 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| Total Management Fees | | | -13,420.08 |
| Other Expenses | | | |
| Expense | | | |
| 28 Sep 2022 | Macquarie Cash Management Account | Expense: ASIC Company Fee | -59.00 |
| 28 Sep 2022 | Macquarie Cash Management Account | Accounting Expense: ASIC Annual Review (WWG) | -220.00 |
| Total Other Expenses | | | -279.00 |
| | | | 75% of GST = \$915 Unclaimed 22 GST on accounting Fee = \$915 Net amount = \$11,590.08 |
| | | | 75% of GST = \$15 Unclaimed 22 GST on accounting Fee = \$68 Net amount = \$137 |

The 2022 accounting & audit fee included on the 2022 IMS Fees.

Portfolio Valuation

J & M Drapes Retirement Fund

As At: 30 June 2023

| Security Name | Holding | Market Price \$ | Market Value \$ | Market Value % | Gross Estimated Yield % | Gross Estimated Income \$ |
|---|-----------|--------------------|--------------------|-------------------|----------------------------|------------------------------|
| Domestic Equity | | | | | | |
| Arcor PLC | 2,520.00 | 14.86 | 37,447.20 | 3.91 | 5.11 | 1,915.38 |
| Ampol Limited | 1,288.00 | 29.94 | 38,562.72 | 4.02 | 9.48 | 3,654.87 |
| Aurizon Holdings Limited | 12,530.00 | 3.92 | 49,117.60 | 5.13 | 6.20 | 3,046.11 |
| Australia and New Zealand Banking Group Limited | 2,016.00 | 23.71 | 47,799.36 | 4.99 | 9.72 | 4,647.99 |
| BHP Group Limited | 1,923.00 | 44.99 | 86,515.77 | 9.03 | 6.99 | 6,047.34 |
| Brambles Limited | 3,290.00 | 14.41 | 47,408.90 | 4.95 | 3.64 | 1,725.36 |
| Challenger Limited | 4,600.00 | 6.48 | 29,808.00 | 3.11 | 5.46 | 1,628.35 |
| Commonwealth Bank of Australia | 477.00 | 100.27 | 47,828.79 | 4.99 | 6.44 | 3,082.27 |
| Healius Limited | 10,836.00 | 3.18 | 34,458.48 | 3.60 | 1.47 | 508.17 |
| Link Administration Holdings Limited | 5,530.00 | 1.67 | 9,235.10 | 0.96 | 6.10 | 563.11 |
| National Australia Bank Limited | 1,700.00 | 26.37 | 44,829.00 | 4.68 | 9.10 | 4,079.02 |
| Pexa Group Limited | 735.00 | 13.61 | 10,003.35 | 1.04 | 0.00 | 0.00 |
| Rio Tinto Limited | 375.00 | 114.69 | 43,008.75 | 4.49 | 7.71 | 3,314.50 |
| Suncorp Group Limited | 3,390.00 | 13.49 | 45,731.10 | 4.77 | 8.03 | 3,670.38 |
| Transurban Group | 2,440.00 | 14.25 | 34,770.00 | 3.63 | 4.50 | 1,563.06 |
| Wesfarmers Limited | 590.00 | 49.34 | 29,110.60 | 3.04 | 5.75 | 1,674.93 |
| Westpac Banking Corporation | 2,650.00 | 21.34 | 56,551.00 | 5.90 | 9.45 | 5,345.73 |
| Woodside Petroleum Limited | 1,430.00 | 34.44 | 49,249.20 | 5.14 | 8.96 | 4,411.43 |
| Woolworths Group Limited | 760.00 | 39.73 | 30,194.80 | 3.15 | 4.09 | 1,235.36 |
| Total Domestic Equity: | | | 771,629.72 | 80.53 | | 52,113.37 |
| Domestic Property | | | | | | |
| Charter Hall Long Wale REIT | 8,310.00 | 4.01 | 33,323.10 | 3.48 | 6.53 | 2,174.64 |
| Dexus | 4,580.00 | 7.80 | 35,724.00 | 3.73 | 6.70 | 2,395.05 |
| National Storage REIT | 9,645.00 | 2.35 | 22,665.75 | 2.37 | 4.66 | 1,056.29 |

The information in this report is not intended to provide advice and is intended to provide general information only.

As At: 30 June 2023

| Security Name | Holding | Market Price \$ | Market Value \$ | Market Value % | Gross Estimated Yield % | Gross Estimated Income \$ |
|---|-----------|--------------------|--------------------|-------------------|----------------------------|------------------------------|
| Total Domestic Property: | | | 91,712.85 | 9.57 | | 5,625.98 |
| Domestic Cash | | | | | | |
| Macquarie Cash Management Account | 88,792.04 | 1.00 | 88,792.04 | 9.27 | 2.75 | 2,441.78 |
| Total Domestic Cash: | | | 88,792.04 | 9.27 | | 2,441.78 |
| Unsettled Income | | | | | | |
| Australia and New Zealand Banking Group Limited | | | 1,632.96 | | | |
| Charter Hall Long Wale REIT | | | 581.70 | | | |
| Dexus | | | 1,080.88 | | | |
| National Australia Bank Limited | | | 1,411.00 | | | |
| National Storage REIT | | | 530.48 | | | |
| Transurban Group | | | 768.60 | | | |
| Total Unsettled Income: | | | 6,005.62 | 0.63 | | |
| Grand Total: | | | 958,140.23 | | | 60,181.13 |

The information in this report is not intended to provide advice and is intended to provide general information only.



Macquarie Cash Management Account

MACQUARIE BANK LIMITED
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310
transact@macquarie.com
www.macquarie.com.au

GPO Box 2520
Sydney, NSW 2001



DRAPES RETIREMENT PTY LTD
C/- CONNECTUS AFSL 1 LTD
PO BOX 259
FORTITUDE VALLEY QLD 4006

1 Shelley Street
Sydney, NSW 2000

account balance **\$88,792.04**
as at 30 Jun 23

account name DRAPES RETIREMENT PTY LTD ATF
J & M DRAPES RETIREMENT FUND
account no. 961742160

| | transaction | description | debits | credits | balance |
|----------|----------------|---------------------------------|----------|----------|-----------|
| 30.12.22 | | OPENING BALANCE | | | 86,705.51 |
| 05.01.23 | Funds transfer | WHITEHAVEN FEE | 1,118.34 | | 85,587.17 |
| 31.01.23 | Interest | MACQUARIE CMA INTEREST PAID* | | 150.38 | 85,737.55 |
| 01.02.23 | Funds transfer | WHITEHAVEN FEE | 1,118.34 | | 84,619.21 |
| 13.02.23 | Deposit | TCL DISTRIBUTION AUI23/00843692 | | 646.60 | 85,265.81 |
| 14.02.23 | Deposit | CLW DST 001289339641 | | 471.80 | 85,737.61 |
| 28.02.23 | Interest | MACQUARIE CMA INTEREST PAID* | | 132.54 | 85,870.15 |
| 28.02.23 | Deposit | DXS DST 001289489312 | | 1,282.40 | 87,152.55 |
| 01.03.23 | Deposit | NATIONAL STORAGE MAR23/00802298 | | 530.48 | 87,683.03 |
| 02.03.23 | Funds transfer | WHITEHAVEN FEE | 1,118.34 | | 86,564.69 |
| 13.03.23 | Funds transfer | 350355 BGHT 1570 CLW @4.5284 | 7,122.79 | | 79,441.90 |
| 21.03.23 | Deposit | AMCOR PLC DIV MAR23/00849794 | | 435.96 | 79,877.86 |

how to make a transaction

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

by phone
Call 133 275 to make a phone transaction

transfers from another bank account
Transfer funds from another bank to this account:
BSB 182 512
ACCOUNT NO. 961742160

deposits using BPay
From another bank



Bill code: 667022
Ref: 961 742 160

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name DRAPES RETIREMENT PTY LTD ATF
J & M DRAPES RETIREMENT FUND
account no. 961742160

| | transaction | description | debits | credits | balance |
|----------|----------------|-------------------------------|-----------|-----------|------------|
| 21.03.23 | Deposit | CHALLENGER LTD MAR23/00814955 | | 552.00 | 80,429.86 |
| 28.03.23 | Deposit | WESFARMERS LTD INT23/01032404 | | 519.20 | 80,949.06 |
| 29.03.23 | Deposit | AZJ LIMITED MAR23/00840750 | | 877.10 | 81,826.16 |
| 30.03.23 | Deposit | ALD DIV 001294465071 | | 1,996.40 | 83,822.56 |
| 30.03.23 | Deposit | CBA DIV 001291153276 | | 1,001.70 | 84,824.26 |
| 30.03.23 | Deposit | BHP GROUP DIV AI387/00614496 | | 2,622.27 | 87,446.53 |
| 31.03.23 | Interest | MACQUARIE CMA INTEREST PAID* | | 153.58 | 87,600.11 |
| 31.03.23 | Deposit | ATO ATO001000018183618 | | 31,362.98 | 118,963.09 |
| 31.03.23 | Deposit | SUN INTERIM DIV 001289827196 | | 1,118.70 | 120,081.79 |
| 03.04.23 | Funds transfer | WHITEHAVEN FEE | 1,118.34 | | 118,963.45 |
| 05.04.23 | Deposit | WOODSIDE FIN22/01145436 | | 3,080.79 | 122,044.24 |
| 11.04.23 | Deposit | LNK DIV 001294929086 | | 248.85 | 122,293.09 |
| 13.04.23 | Deposit | WOW DIV 001294369670 | | 349.60 | 122,642.69 |
| 13.04.23 | Deposit | Brambles Limited S00128509402 | | 581.34 | 123,224.03 |
| 20.04.23 | Deposit | RIO TINTO LTD AUF22/00228294 | | 1,224.34 | 124,448.37 |
| 24.04.23 | Funds transfer | 424114 BGHT 310 WBC @ 22.5599 | 7,006.77 | | 117,441.60 |
| 28.04.23 | Interest | MACQUARIE CMA INTEREST PAID* | | 209.74 | 117,651.34 |
| 02.05.23 | Funds transfer | WHITEHAVEN FEE | 1,118.34 | | 116,533.00 |
| 15.05.23 | Deposit | CLW DST 001295708777 | | 581.70 | 117,114.70 |
| 31.05.23 | Interest | MACQUARIE CMA INTEREST PAID* | | 248.23 | 117,362.93 |
| 01.06.23 | Funds transfer | WHITEHAVEN FEE | 1,118.34 | | 116,244.59 |
| 20.06.23 | Deposit | AMCOR PLC DIV JUN23/00900782 | | 464.44 | 116,709.03 |
| 23.06.23 | Funds transfer | PENSION PAYMENT MARGAR | 30,000.00 | | 86,709.03 |
| 27.06.23 | Deposit | WBC DIVIDEND 001296416350 | | 1,855.00 | 88,564.03 |
| 30.06.23 | Interest | MACQUARIE CMA INTEREST PAID* | | 228.01 | 88,792.04 |

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name DRAPES RETIREMENT PTY LTD ATF
J & M DRAPES RETIREMENT FUND
account no. 961742160

| transaction | description | debits | credits | balance |
|-------------|---------------------------------|-----------|-----------|-----------|
| | CLOSING BALANCE AS AT 30 JUN 23 | 50,839.60 | 52,926.13 | 88,792.04 |

* Stepped interest rates for the period 31 December to 21 February: balances \$0.00 to \$4,999.99 earned 2.00% balances \$5,000.00 and above earned 2.00% pa (53 days); 22 February to 21 March: balances \$0.00 to \$4,999.99 earned 2.10% balances \$5,000.00 and above earned 2.10% pa (28 days); 22 March to 18 May: balances \$0.00 to \$4,999.99 earned 2.25% balances \$5,000.00 and above earned 2.25% pa (58 days); 19 May to 22 June: balances \$0.00 to \$4,999.99 earned 2.50% balances \$5,000.00 and above earned 2.50% pa (35 days); 23 June to 30 June: balances \$0.00 to \$4,999.99 earned 2.75% balances \$5,000.00 and above earned 2.75% pa (8 days)

All Registry communications to:
Link Market Services Limited
Locked Bag A14, Sydney South, NSW 1235
Enquiries (within Australia): 1300 303 063
(outside Australia): +61 1300 303 063
ASX Code: CLW
Email: charterhall@linkmarketservices.com.au
Website: www.linkmarketservices.com.au

**DISTRIBUTION ADVICE
DIRECT CREDIT**



Charter Hall WALE Limited
ABN 20 610 772 202
ACN 610 772 202
AFSL 486721

As responsible entity of the Charter Hall Long WALE REIT ("CLW")

037 007019

DRAPES RETIREMENT PTY LTD
<J&M DRAPES RETIREMENT A/C>
1 170 ROBERSTON STREET
FORTITUDE VALLEY QLD 4006

Holder Identification Number (HIN): X*****7040
Payment Date: 14 August 2023
Record Date: 30 June 2023
TFN/ABN Status: Quoted

Distribution statement for the period ended 30 June 2023

| Security description | Class | Amount per stapled security | Number of stapled securities | Gross distribution |
|----------------------|--------------------|-----------------------------|------------------------------|--------------------|
| CLW | Stapled Securities | 7.00 cents | 8,310 | \$581.70 |
| Net distribution | | | | \$581.70 |

Notes to Charter Hall Long WALE REIT (CLW) distribution statement

- (a) Please note the Distribution Reinvestment Plan (DRP) is not applicable to this distribution.
(b) Income is taxable in the year of entitlement rather than the tax year of receipt. All distributions are calculated in Australian dollars and withholding tax has been deducted where applicable.

Note for custodians and other intermediaries

Charter Hall WALE Limited has given notice for purposes of the 'fund payment' rules in Schedule 1 of the Taxation Administration Act 1953. The notice has been placed on CLW's website at www.longwalereit.com.au.

Further Information

If you require further information on your holding, please contact Link Market Services Limited on the above contact details.

We recommend you seek professional advice if you have questions about your personal tax position.

This statement contains important information; please retain this statement for taxation purposes as a charge may be levied for a replacement.

Banking Instructions

Net distribution of \$581.70 was credited to the following bank account:

MACQUARIE BANK
ACCOUNT NAME: DRAPES RETIREMENT PTY LTD ATF J
BSB: 182-512 ACC: *****2160
DIRECT CREDIT REFERENCE: 001299065369

ADVICE ONLY

037 011398

DRAPES RETIREMENT PTY LTD
<J&M DRAPES RETIREMENT A/C>
1 170 ROBERSTON STREET
FORTITUDE VALLEY QLD 4006Payment date: 30 August 2023
Record date: 30 June 2023
Reference no: X*****7040
TFN/ABN RECEIVED AND RECORDED
Security Price at 30 June 2023: \$7.80
Value of Holding at 30 June 2023: \$35,724.00

Distribution Statement

This amount represents a distribution from Dexus (DXS) for the period 1 January 2023 to 30 June 2023 payable on stapled securities entitled to participate in the distribution at the record date.

| Description of securities | Rate per security | Participating securities | Distribution amount |
|---------------------------|-------------------|--------------------------|---------------------|
| DPT distribution | 18.951282 cents | 4,580 | \$867.97 |
| DXO distribution | 4.648718 cents | 4,580 | \$212.91 |
| Total distribution | 23.6 cents | | \$1,080.88 |
| Net Amount: | | | \$1,080.88 |

BANKING INSTRUCTIONS

MACQUARIE BANK
ACCOUNT NAME: DRAPES RETIREMENT PTY LTD ATF J
BSB: 182-512 ACC NO.: *****2160
Direct Credit Reference Number: 001299373254

A Dexus security comprises a unit in each of Dexus Property Trust (DPT) and the Dexus Operations Trust (DXO)

Non-resident investors and their custodians can obtain relevant notices necessary for the purposes of subdivision 12-H of Schedule 1 to the Taxation Administration Act, 1953 at www.dexus.com/dxs.

An Investor Services Login is available at www.dexus.com/update where you can view, update or obtain necessary forms to manage your security details. Please note, broker sponsored holders (i.e. where your reference number starts with "X") must advise their change of address through their broker.

Market announcements, reports, presentations, distributions, tax, security price apportionment and governance information can be obtained at www.dexus.com/investor-centre.

Please retain this statement in a safe place as a charge may be levied for a replacement.



National Storage Holdings Limited (ACN 166 572 845)
National Storage Financial Services Limited (ACN 600 787 246 AFSL 475 228)
as responsible entity for
National Storage Property Trust (ARSN 101 227 712)

Update your information:



Online:
www.investorcentre.com/au/contact



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

Enquiries:

(within Australia) 1300 850 505
(international) +61 3 9415 4000

002024 000 NSR



DRAPES RETIREMENT PTY LTD
<J&M DRAPES RETIREMENT A/C>
1 170 ROBERSTON STREET
FORTITUDE VALLEY QLD 4006

| | |
|-------------------------|------------------|
| ASX code | NSR |
| Holder ID No. | HIN WITHHELD |
| TFN/ABN Status | Quoted |
| Payment Date | 5 September 2023 |
| Record Date | 30 June 2023 |
| Direct Credit Reference | 806496 |

Final distribution statement for the period ended 30 June 2023

| Security description | Amount per security | Number of securities | Gross distribution |
|---|---------------------|----------------------|--------------------|
| NSR Stapled Security ^(a) | 5.5 cents | 9,645 | \$530.48 |
| Less tax withheld - resident ^(b) | | | \$0.00 |
| Less tax withheld - non-resident ^(c) | | | \$0.00 |
| Net payment^(d) | | | \$530.48 |

Ensure your payment details are up to date as a \$25 fee may be deducted for re-issued payments. Go to cpu.vg/paymentreissueterms for T&Cs.

Notes to NSR distribution statement

- (a) Distribution payment on NSR Stapled Securities from National Storage Property Trust.
- (b) The tax deducted from residents is a withholding made under the PAYG system because a tax file number (or where relevant, ABN) was not supplied and an exemption was not claimed.
- (c) The tax deducted from non-residents represents tax withheld at 30% from the Australian-sourced income component, and at appropriate rates from the fund payment included in the distribution.
- (d) NSR has a 30 June year-end for tax purposes. The above distribution is included in your annual NSR AMMA Statement for the year ended 30 June 2023. For Australian residents this is relevant for the completion of your 2023 Australian income tax return.

Note for custodians and other intermediaries - Fund Payment Notice

NSPT declares that it is a managed investment trust for the purposes of Subdivision 12-H of Schedule 1 of the Taxation Administration Act 1953 and is an Attribution Managed Investment Trust for the year ended 30 June 2023. This distribution includes a 'Fund Payment' of \$0.01637621 per unit, pursuant to Subdivision 12A-B and 12-H of Schedule 1 of the Taxation Administration Act 1953.

Payment details

Your funds have been credited to the following bank account:

MACQUARIE BANK LTD

BSB: 182-512

ACC: *****60

Please retain this statement to assist with preparation of your income tax return.

032999 000 TCL



DRAPES RETIREMENT PTY LTD
<J&M DRAPES RETIREMENT A/C>
1 170 ROBERSTON STREET
FORTITUDE VALLEY QLD 4006

Update Your Information



www.computershare.com.au/easyupdate/tcl



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



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

Holder Identification
Number (HIN)

HIN WITHHELD

ASX Code

TCL

TFN/ABN Status

Quoted

Record Date

30 June 2023

Payment Date

21 August 2023

Direct Credit Reference No.

904518

Distribution on Stapled Securities

Set out below are the details of your August 2023 distribution totalling 31.5 cents per security (less withholding tax where applicable).

| Transurban Holdings Limited Dividend ¹ | Triple Stapled Securities |
|---|---------------------------|
| Dividend per Security (cents) | 1.00 |
| Number of Securities | 2,440 |
| Dividend - Franked | \$24.40 |
| Dividend - Unfranked | \$0.00 |
| Net Dividend | \$24.40 |
| Franking Credit | \$10.46 |

| Transurban Holding Trust Distribution ² | Triple Stapled Securities |
|--|---------------------------|
| Distribution per Security (cents) | 30.50 |
| Number of Securities | 2,440 |
| Non-Assessable Component | \$423.94 |
| Interest Income | \$144.38 |
| Rent and Other Income ³ | \$159.97 |
| Non-Concessional MIT Income (NCMI) | \$9.04 |
| Discounted Capital Gains TARP | \$1.98 |
| Other Capital Gains Distribution | \$1.98 |
| Franked Distribution | \$2.91 |
| Gross Distribution | \$744.20 |
| Australian Tax Withheld | \$0.00 |
| Net Distribution | \$744.20 |
| Franking Credit | \$1.25 |

| Total | |
|--|----------|
| Number of Securities at Record Date | 2,440 |
| Total Dividend and Distribution per Security (cents) | 31.50 |
| Total Gross Dividend and Distribution | \$768.60 |
| Total Australian Tax Withheld | \$0.00 |
| Non-Assessable Component | \$423.94 |
| Total Net Dividend and Distribution | \$768.60 |
| Total Franking Credits | \$11.71 |

Payment Instructions

| | |
|------------------|--------------------|
| Bank Name | MACQUARIE BANK LTD |
| BSB | 182-512 |
| Account Number | XXXXXXX60 |
| Amount Deposited | A\$768.60 |

Important information is contained on the back of this page



Update your details online - it's fast and secure.

To update your banking instructions, Distribution Reinvestment Plan election, Tax File Number or electronic communications, simply visit www.computershare.com.au/easyupdate/tcl.

If you do not have access to the internet, please call **1300 360 146** (within Australia) or **+61 3 9415 4315** (international) to speak with a Customer Service Representative.

J & M Drapes Retirement Fund
ABN: 87 283 640 940
Activity Statement Preparation Report - Detail
For the period 1 July 2022 to 30 June 2023

GST Detail

| Description | Return Item | Gross (Inc GST) | GST |
|---|-------------|-----------------|-------------|
| <i>Income (GST Collected)</i> | | | |
| <u>Sales Detail</u> | | | |
| MACQUARIE CMA INTEREST PAID | | 248.23 | 0.00 |
| MACQUARIE CMA INTEREST PAID | | 228.01 | 0.00 |
| MACQUARIE CMA INTEREST PAID | | 130.05 | 0.00 |
| MACQUARIE CMA INTEREST PAID | | 23.12 | 0.00 |
| MACQUARIE CMA INTEREST PAID | | 61.47 | 0.00 |
| MACQUARIE CMA INTEREST PAID | | 84.37 | 0.00 |
| MACQUARIE CMA INTEREST PAID | | 106.91 | 0.00 |
| MACQUARIE CMA INTEREST PAID | | 132.54 | 0.00 |
| MACQUARIE CMA INTEREST PAID | | 108.02 | 0.00 |
| MACQUARIE CMA INTEREST PAID | | 150.38 | 0.00 |
| MACQUARIE CMA INTEREST PAID | | 153.58 | 0.00 |
| MACQUARIE CMA INTEREST PAID | | 209.74 | 0.00 |
| Total Sales | G1 | 1,636.42 | 0.00 |
| <u>Export Sales Detail</u> | | | |
| Nil | | | |
| Export Sales | G2 | | |
| <u>Other GST-Free Sales Detail</u> | | | |
| Other GST-Free Sales | G3 | | |
| Total GST Collect on Sales | 1A | | 0.00 |

Outgoings (GST Paid)

Capital Purchases Detail

| | |
|--------------------------|------------|
| Nil | |
| Capital Purchases | G10 |

Non-Capital Purchases Detail

| | | | |
|------------------------------------|------------|------------------|---------------|
| Unclaimed 22 GST on IMS Fee | | (915.00) | 0.00 |
| WESTWOOD GROUP | | 220.00 | 15.00 |
| WHITEHAVEN FEE | | 1,118.34 | 76.25 |
| WHITEHAVEN FEE | | 1,118.34 | 76.25 |
| WHITEHAVEN FEE | | 1,118.34 | 76.25 |
| WHITEHAVEN FEE | | 1,118.34 | 76.25 |
| WHITEHAVEN FEE | | 1,118.34 | 76.25 |
| WHITEHAVEN FEE | | 1,118.34 | 76.25 |
| WHITEHAVEN FEE | | 1,118.34 | 76.25 |
| WHITEHAVEN FEE | | 1,118.34 | 76.25 |
| WHITEHAVEN FEE | | 1,118.34 | 76.25 |
| WHITEHAVEN FEE | | 1,118.34 | 76.25 |
| WHITEHAVEN FEE | | 1,118.34 | 76.25 |
| WHITEHAVEN FEE | | 1,118.34 | 76.25 |
| WHITEHAVEN FEE | | 1,118.34 | 76.25 |
| BPAY TO ASIC | | 59.00 | 0.00 |
| Unclaimed 22 GST on Accounting Fee | | (68.00) | 0.00 |
| WHITEHAVEN FEE | | 1,118.34 | 76.25 |
| Non-Capital Purchases | G11 | 12,716.08 | 930.00 |
| Total GST Paid on Purchases | 1B | | 930.00 |

J & M Drapes Retirement Fund

ABN: 87 283 640 940

Activity Statement Preparation Report - Detail

For the period 1 July 2022 to 30 June 2023

PAYG Withholding Tax Detail

| Description | Return Item | Gross | Tax Withheld |
|-------------|-------------|-------|--------------|
|-------------|-------------|-------|--------------|

Benefit Payment Detail

Margaret Drapes

| | | | |
|---|----|--|-------|
| | | | <hr/> |
| | | | 0.00 |
| Total Benefit Payments | W1 | | |
| Amounts withheld from benefit payments (W1) | W2 | | 0.00 |
| Total Amounts Withheld | W5 | | 0.00 |

Transactions: GST Payable/Refundable - J & M Drapes Retirement Fund

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

GST Payable/Refundable

| | Date | Narrative | Debit | Credit | Balance | Quantity |
|------------------------------|------------|--|-----------|---------|-------------|----------|
| GST Payable/Refundable | | | | | | |
| | 01/07/2022 | Opening Balance | \$ | 0.00 | \$ 0.00 | Cr |
| | 01/07/2022 | Unclaimed 22 GST on Accounting & IMS Fee | \$ 983.00 | \$ | 983.00 | Dr |
| | 01/07/2022 | WHITEHAVEN FEE | \$ 76.25 | \$ | 1,059.25 | Dr |
| | 02/08/2022 | WHITEHAVEN FEE | \$ 76.25 | \$ | 1,135.50 | Dr |
| | 01/09/2022 | WHITEHAVEN FEE | \$ 76.25 | \$ | 1,211.75 | Dr |
| | 28/09/2022 | WESTWOOD GROUP | \$ 15.00 | \$ | 1,226.75 | Dr |
| | 04/10/2022 | WHITEHAVEN FEE | \$ 76.25 | \$ | 1,303.00 | Dr |
| | 01/11/2022 | WHITEHAVEN FEE | \$ 76.25 | \$ | 1,379.25 | Dr |
| | 05/12/2022 | WHITEHAVEN FEE | \$ 76.25 | \$ | 1,455.50 | Dr |
| | 05/01/2023 | WHITEHAVEN FEE | \$ 76.25 | \$ | 1,531.75 | Dr |
| | 01/02/2023 | WHITEHAVEN FEE | \$ 76.25 | \$ | 1,608.00 | Dr |
| | 02/03/2023 | WHITEHAVEN FEE | \$ 76.25 | \$ | 1,684.25 | Dr |
| | 03/04/2023 | WHITEHAVEN FEE | \$ 76.25 | \$ | 1,760.50 | Dr |
| | 02/05/2023 | WHITEHAVEN FEE | \$ 76.25 | \$ | 1,836.75 | Dr |
| | 01/06/2023 | WHITEHAVEN FEE | \$ 76.25 | \$ | 1,913.00 | Dr |
| Total GST Payable/Refundable | | \$ | 1,913.00 | \$ 0.00 | \$ 1,913.00 | Dr |
| Total GST Payable/Refundable | | \$ | 1,913.00 | \$ 0.00 | \$ 1,913.00 | Dr |



Income tax 551

| | |
|-----------------------|------------------|
| Date generated | 07 December 2023 |
| Overdue | \$0.00 |
| Not yet due | \$0.00 |
| Balance | \$0.00 |

Transactions

2 results found - from **07 December 2021** to **07 December 2023** sorted by **processed date** ordered **newest to oldest**

| Processed date | Effective date | Description | Debit (DR) | Credit (CR) | Balance |
|----------------|----------------|---|-------------|-------------|----------------|
| 28 Mar 2023 | 31 Mar 2023 | EFT refund for Income Tax for the period from 01 Jul 21 to 30 Jun 22 | \$31,362.98 | | \$0.00 |
| 27 Mar 2023 | 27 Mar 2023 | Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22 | | \$31,362.98 | \$31,362.98 CR |



Activity statement 001

| | |
|-----------------------|------------------|
| Date generated | 07 December 2023 |
| Overdue | \$0.00 |
| Not yet due | \$0.00 |
| Balance | \$0.00 |

Transactions

0 results found - from **07 December 2021** to **07 December 2023** sorted by **processed date** ordered **newest to oldest**

J & M Drapes Retirement Fund

Annual Investment and Taxation Report for the
Period Ending 30 June 2023

Portfolio Overview

J & M Drapes Retirement Fund

From 1 July 2022 Through 30 June 2023

| | |
|---------------------------------|-------------|
| Opening Market Value | 887,221.49 |
| <hr/> | |
| Net Contributions / Withdrawals | 1,362.98 |
| Net Asset Movement | 34,042.01 |
| Income | 49,212.83 |
| Management Fees | (13,420.08) |
| Other Expenses | (279.00) |
| <hr/> | |
| Closing Market Value | 958,140.23 |
| Tax Credits Received | 16,392.22 |
| <hr/> | |
| Net Return | 9.75% |

Portfolio Valuation

J & M Drapes Retirement Fund

As At: 30 June 2023

| Security Name | Holding | Market Price \$ | Market Value \$ | Market Value % | Gross Estimated Yield % | Gross Estimated Income \$ |
|---|-----------|--------------------|--------------------|-------------------|----------------------------|------------------------------|
| Domestic Equity | | | | | | |
| Arcor PLC | 2,520.00 | 14.86 | 37,447.20 | 3.91 | 5.11 | 1,915.38 |
| Ampol Limited | 1,288.00 | 29.94 | 38,562.72 | 4.02 | 9.48 | 3,654.87 |
| Aurizon Holdings Limited | 12,530.00 | 3.92 | 49,117.60 | 5.13 | 6.20 | 3,046.11 |
| Australia and New Zealand Banking Group Limited | 2,016.00 | 23.71 | 47,799.36 | 4.99 | 9.72 | 4,647.99 |
| BHP Group Limited | 1,923.00 | 44.99 | 86,515.77 | 9.03 | 6.99 | 6,047.34 |
| Brambles Limited | 3,290.00 | 14.41 | 47,408.90 | 4.95 | 3.64 | 1,725.36 |
| Challenger Limited | 4,600.00 | 6.48 | 29,808.00 | 3.11 | 5.46 | 1,628.35 |
| Commonwealth Bank of Australia | 477.00 | 100.27 | 47,828.79 | 4.99 | 6.44 | 3,082.27 |
| Healius Limited | 10,836.00 | 3.18 | 34,458.48 | 3.60 | 1.47 | 508.17 |
| Link Administration Holdings Limited | 5,530.00 | 1.67 | 9,235.10 | 0.96 | 6.10 | 563.11 |
| National Australia Bank Limited | 1,700.00 | 26.37 | 44,829.00 | 4.68 | 9.10 | 4,079.02 |
| Pexa Group Limited | 735.00 | 13.61 | 10,003.35 | 1.04 | 0.00 | 0.00 |
| Rio Tinto Limited | 375.00 | 114.69 | 43,008.75 | 4.49 | 7.71 | 3,314.50 |
| Suncorp Group Limited | 3,390.00 | 13.49 | 45,731.10 | 4.77 | 8.03 | 3,670.38 |
| Transurban Group | 2,440.00 | 14.25 | 34,770.00 | 3.63 | 4.50 | 1,563.06 |
| Wesfarmers Limited | 590.00 | 49.34 | 29,110.60 | 3.04 | 5.75 | 1,674.93 |
| Westpac Banking Corporation | 2,650.00 | 21.34 | 56,551.00 | 5.90 | 9.45 | 5,345.73 |
| Woodside Petroleum Limited | 1,430.00 | 34.44 | 49,249.20 | 5.14 | 8.96 | 4,411.43 |
| Woolworths Group Limited | 760.00 | 39.73 | 30,194.80 | 3.15 | 4.09 | 1,235.36 |
| Total Domestic Equity: | | | 771,629.72 | 80.53 | | 52,113.37 |
| Domestic Property | | | | | | |
| Charter Hall Long Wale REIT | 8,310.00 | 4.01 | 33,323.10 | 3.48 | 6.53 | 2,174.64 |
| Dexus | 4,580.00 | 7.80 | 35,724.00 | 3.73 | 6.70 | 2,395.05 |
| National Storage REIT | 9,645.00 | 2.35 | 22,665.75 | 2.37 | 4.66 | 1,056.29 |

The information in this report is not intended to provide advice and is intended to provide general information only.

As At: 30 June 2023

| Security Name | Holding | Market Price \$ | Market Value \$ | Market Value % | Gross Estimated Yield % | Gross Estimated Income \$ |
|---|-----------|--------------------|--------------------|-------------------|----------------------------|------------------------------|
| Total Domestic Property: | | | 91,712.85 | 9.57 | | 5,625.98 |
| Domestic Cash | | | | | | |
| Macquarie Cash Management Account | 88,792.04 | 1.00 | 88,792.04 | 9.27 | 2.75 | 2,441.78 |
| Total Domestic Cash: | | | 88,792.04 | 9.27 | | 2,441.78 |
| Unsettled Income | | | | | | |
| Australia and New Zealand Banking Group Limited | | | 1,632.96 | | | |
| Charter Hall Long Wale REIT | | | 581.70 | | | |
| Dexus | | | 1,080.88 | | | |
| National Australia Bank Limited | | | 1,411.00 | | | |
| National Storage REIT | | | 530.48 | | | |
| Transurban Group | | | 768.60 | | | |
| Total Unsettled Income: | | | 6,005.62 | 0.63 | | |
| Grand Total: | | | 958,140.23 | | | 60,181.13 |

The information in this report is not intended to provide advice and is intended to provide general information only.

Income and Expenses

From 1 July 2022 Through 30 June 2023

Account Name: J & M Drapes Retirement Fund
Account Code: DRA0708RS
Adviser: Westwood Group (WWG)

| Date | Position | Description | Amount Received/Paid | Imputation Credits | Withholding Tax | GST |
|---------------------------------|---|-------------------------------------|-------------------------|-----------------------|--------------------|-----|
| Income | | | | | | |
| Declared Interest | | | | | | |
| 29 Jul 2022 | Macquarie Cash Management Account | Macquarie CMA Interest Received | 23.12 | | | |
| 31 Aug 2022 | Macquarie Cash Management Account | Macquarie CMA Interest Received | 61.47 | | | |
| 30 Sep 2022 | Macquarie Cash Management Account | Macquarie CMA Interest Received | 84.37 | | | |
| 31 Oct 2022 | Macquarie Cash Management Account | Macquarie CMA Interest Received | 108.02 | | | |
| 30 Nov 2022 | Macquarie Cash Management Account | Macquarie CMA Interest Received | 106.91 | | | |
| 30 Dec 2022 | Macquarie Cash Management Account | Macquarie CMA Interest Received | 130.05 | | | |
| 31 Jan 2023 | Macquarie Cash Management Account | Macquarie CMA Interest Received | 150.38 | | | |
| 28 Feb 2023 | Macquarie Cash Management Account | Macquarie CMA Interest Received | 132.54 | | | |
| 31 Mar 2023 | Macquarie Cash Management Account | Macquarie CMA Interest Received | 153.58 | | | |
| 28 Apr 2023 | Macquarie Cash Management Account | Macquarie CMA Interest Received | 209.74 | | | |
| 31 May 2023 | Macquarie Cash Management Account | Macquarie CMA Interest Received | 248.23 | | | |
| 30 Jun 2023 | Macquarie Cash Management Account | Macquarie CMA Interest Received | 228.01 | | | |
| | | | 1,636.42 | | | |
| Distribution Entitlement | | | | | | |
| 01 Jul 2022 | Australia and New Zealand Banking Group Limited | Corporate Action - ANZ.ASX Dividend | 1,360.80 | 583.20 | | |
| 05 Jul 2022 | National Australia Bank Limited | Corporate Action - NAB.ASX Dividend | 1,241.00 | 531.86 | | |
| 23 Aug 2022 | Transurban Group | Corporate Action - TCL.ASX Dividend | 58.24 | 24.96 | | |
| 30 Aug 2022 | Dexus | Corporate Action - DXS.ASX Dividend | 177.12 | 75.91 | | |
| 21 Sep 2022 | Suncorp Group Limited | Corporate Action - SUN.ASX Dividend | 576.30 | 246.99 | | |
| 21 Sep 2022 | Healius Limited | Corporate Action - HLS.ASX Dividend | 513.96 | 220.27 | | |
| 21 Sep 2022 | Challenger Limited | Corporate Action - CGF.ASX Dividend | 529.00 | 226.71 | | |
| 21 Sep 2022 | Aurizon Holdings Limited | Corporate Action - AZJ.ASX Dividend | 927.59 | 397.54 | | |
| 22 Sep 2022 | Rio Tinto Limited | Corporate Action - RIO.ASX Dividend | 1,438.88 | 616.66 | | |
| 23 Sep 2022 | BHP Group Limited | Corporate Action - BHP.ASX Dividend | 4,907.19 | 2,103.08 | | |
| 27 Sep 2022 | Woolworths Group Limited | Corporate Action - WOW.ASX Dividend | 402.80 | 172.63 | | |
| 28 Sep 2022 | Amcor PLC | Corporate Action - AMC.ASX Dividend | 434.95 | | | |
| 28 Sep 2022 | Ampol Limited | Corporate Action - ALD.ASX Dividend | 1,245.60 | 533.83 | | |
| 29 Sep 2022 | Commonwealth Bank of Australia | Corporate Action - CBA.ASX Dividend | 1,001.70 | 429.30 | | |

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Income and Expenses
Account Code: DRA0708RS

From 1 July 2022 through 30 June 2023

| Date | Position | Description | Amount Received/Paid | Imputation Credits | Withholding Tax | GST |
|-------------|---|---|-------------------------|-----------------------|--------------------|-----|
| 06 Oct 2022 | Wesfarmers Limited | Corporate Action - WES.ASX Dividend | 590.00 | 252.86 | | |
| 06 Oct 2022 | Woodside Petroleum Limited | Corporate Action - WDS.ASX Dividend | 2,719.20 | 1,165.37 | | |
| 13 Oct 2022 | Brambles Limited | Corporate Action - BXB.ASX Dividend | 567.53 | 85.16 | | |
| 14 Oct 2022 | Link Administration Holdings Limited | Corporate Action - LNK.ASX Dividend | 442.40 | 189.60 | | |
| 11 Nov 2022 | Charter Hall Long Wale REIT | Corporate Action - CLW.ASX Dividend | 471.80 | | | |
| 13 Dec 2022 | Amcor PLC | Corporate Action - AMC.ASX Dividend | 489.89 | | | |
| 14 Dec 2022 | National Australia Bank Limited | Corporate Action - NAB.ASX Dividend | 1,326.00 | 568.29 | | |
| 15 Dec 2022 | Australia and New Zealand Banking Group Limited | Corporate Action - ANZ.ASX Dividend | 1,491.84 | 639.36 | | |
| 20 Dec 2022 | Westpac Banking Corporation | Corporate Action - WBC.ASX Dividend | 1,497.60 | 641.83 | | |
| 13 Feb 2023 | Transurban Group | Corporate Action - TCL.ASX Dividend | 646.60 | | | |
| 14 Feb 2023 | Charter Hall Long Wale REIT | Corporate Action - CLW.ASX Dividend | 471.80 | | | |
| 28 Feb 2023 | Dexus | Corporate Action - DXS.ASX Dividend | 1,282.40 | | | |
| 01 Mar 2023 | National Storage REIT | Corporate Action - NSR.ASX Dividend | 530.48 | | | |
| 21 Mar 2023 | Amcor PLC | Corporate Action - AMC.ASX Dividend | 435.96 | | | |
| 21 Mar 2023 | Challenger Limited | Corporate Action - CGF.ASX Dividend | 552.00 | 236.57 | | |
| 28 Mar 2023 | Wesfarmers Limited | Corporate Action - WES.ASX Dividend | 519.20 | 222.51 | | |
| 29 Mar 2023 | Aurizon Holdings Limited | Corporate Action - AZJ.ASX Dividend | 877.10 | 375.90 | | |
| 30 Mar 2023 | BHP Group Limited | Corporate Action - BHP.ASX Dividend | 2,622.27 | 1,123.83 | | |
| 30 Mar 2023 | Commonwealth Bank of Australia | Corporate Action - CBA.ASX Dividend | 1,001.70 | 429.30 | | |
| 30 Mar 2023 | Ampol Limited | Corporate Action - ALD.ASX Dividend | 644.00 | 276.00 | | |
| 30 Mar 2023 | Ampol Limited | Corporate Action - ALD.ASX Dividend | 1,352.40 | 579.60 | | |
| 31 Mar 2023 | Suncorp Group Limited | Corporate Action - SUN.ASX Dividend | 1,118.70 | 479.44 | | |
| 05 Apr 2023 | Woodside Petroleum Limited | Corporate Action - WDS.ASX Dividend | 3,080.79 | 1,320.34 | | |
| 11 Apr 2023 | Link Administration Holdings Limited | Corporate Action - LNK.ASX Dividend | 248.85 | 85.32 | | |
| 13 Apr 2023 | Brambles Limited | Corporate Action - BXB.ASX Dividend | 581.34 | 87.20 | | |
| 13 Apr 2023 | Woolworths Group Limited | Corporate Action - WOW.ASX Dividend | 349.60 | 149.83 | | |
| 20 Apr 2023 | Rio Tinto Limited | Corporate Action - RIO.ASX Dividend | 1,224.34 | 524.72 | | |
| 15 May 2023 | Charter Hall Long Wale REIT | Corporate Action - CLW.ASX Dividend | 581.70 | | | |
| 20 Jun 2023 | Amcor PLC | Corporate Action - AMC.ASX Dividend | 464.44 | | | |
| 27 Jun 2023 | Westpac Banking Corporation | Corporate Action - WBC.ASX Dividend | 1,855.00 | 795.00 | | |
| 14 Aug 2023 | Charter Hall Long Wale REIT | Corporate Action - CLW.ASX Dividend | 581.70 | | | |
| 21 Aug 2023 | Transurban Group | Corporate Action - TCL.ASX Dividend | 744.20 | 1.25 | | |
| 30 Aug 2023 | Dexus | Corporate Action - DXS.ASX Distribution | 867.97 | | | |
| 05 Sep 2023 | National Storage REIT | Corporate Action - NSR.ASX Dividend | 530.48 | | | |

47,576.41
16,392.22
Total Income:
49,212.83
16,392.22
Expenses
Client Fee

| | | | | | | |
|-------------|-----------------------------------|----------------|-----------|--|--|--------|
| 01 Jul 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 | | | 101.67 |
| 02 Aug 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 | | | 101.67 |

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Income and Expenses

Account Code: DRA0708RS

From 1 July 2022 through 30 June 2023

| Date | Position | Description | Amount Received/Paid | Imputation Credits | Withholding Tax | GST |
|-----------------|-----------------------------------|--|-------------------------|-----------------------|--------------------|----------|
| 01 Sep 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 | | | 101.67 |
| 04 Oct 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 | | | 101.67 |
| 01 Nov 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 | | | 101.67 |
| 05 Dec 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 | | | 101.67 |
| 05 Jan 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 | | | 101.67 |
| 01 Feb 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 | | | 101.67 |
| 02 Mar 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 | | | 101.67 |
| 03 Apr 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 | | | 101.67 |
| 02 May 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 | | | 101.67 |
| 01 Jun 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 | | | 101.67 |
| | | | -13,420.08 | | | 1,220.04 |
| Expense | | | | | | |
| 28 Sep 2022 | Macquarie Cash Management Account | Expense: ASIC Company Fee | -59.00 | | | |
| 28 Sep 2022 | Macquarie Cash Management Account | Accounting Expense: ASIC Annual Review (WWG) | -220.00 | | | |
| | | | -279.00 | | | |
| Total Expenses: | | | -13,699.08 | | | 1,220.04 |
| Grand Total: | | | | | | |
| | | | 35,513.75 | 16,392.22 | | 1,220.04 |

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Investment Income Received - Tax Date

From 1 July 2022 through 30 June 2023

Account Name: J & M Drapes Retirement Fund
Account Code: DRA0708RS
Adviser: Westwood Group (WWG)

| Transaction Date | Settlement Date | Income Received \$ | Interest \$ | Other Income \$ | Gross Franked Dividend \$ | Imputation Credit \$ | Unfranked Dividend \$ | Discount Capital Gain \$ | Non-Disc Capital Gain \$ | CGT Conc. \$ | Tax Free \$ | Tax Deferred \$ | Return Of Capital \$ | TFN Amnts. Deduct. \$ | Non Resident W/Holding Tax \$ |
|---------------------------------------|-----------------|--------------------|-------------|-----------------|---------------------------|----------------------|-----------------------|--------------------------|--------------------------|--------------|-------------|-----------------|----------------------|-----------------------|-------------------------------|
| AMPOL LIMITED (ALD.ASX) | | | | | | | | | | | | | | | |
| 02 Sep 2022 | 28 Sep 2022 | 1,245.60 | | | 1,779.43 | 533.83 | | | | | | | | | |
| 03 Mar 2023 | 30 Mar 2023 | 644.00 | | | 920.00 | 276.00 | | | | | | | | | |
| 03 Mar 2023 | 30 Mar 2023 | 1,352.40 | | | 1,932.00 | 579.60 | | | | | | | | | |
| Total | | 3,242.00 | | | 4,631.43 | 1,389.43 | | | | | | | | | |
| AMCOR PLC (AMC.ASX) | | | | | | | | | | | | | | | |
| 07 Sep 2022 | 28 Sep 2022 | 434.95 | | | | | | | | | | | | | |
| 22 Nov 2022 | 13 Dec 2022 | 489.89 | | | | | | | | | | | | | |
| 28 Feb 2023 | 21 Mar 2023 | 435.96 | | | | | | | | | | | | | |
| 23 May 2023 | 20 Jun 2023 | 464.44 | | | | | | | | | | | | | |
| Total | | 1,825.24 | | | | | | | | | | | | | |
| ANZ GROUP HOLDINGS (ANZ.ASX) | | | | | | | | | | | | | | | |
| 09 May 2022 | 01 Jul 2022 | 1,360.80 | | | 1,944.00 | 583.20 | | | | | | | | | |
| 07 Nov 2022 | 15 Dec 2022 | 1,491.84 | | | 2,131.20 | 639.36 | | | | | | | | | |
| Total | | 2,852.64 | | | 4,075.20 | 1,222.56 | | | | | | | | | |
| AURIZON HOLDINGS LTD (AZJ.ASX) | | | | | | | | | | | | | | | |
| 22 Aug 2022 | 21 Sep 2022 | 927.59 | | | 1,325.13 | 397.54 | | | | | | | | | |
| 27 Feb 2023 | 29 Mar 2023 | 877.10 | | | 1,253.00 | 375.90 | | | | | | | | | |
| Total | | 1,804.69 | | | 2,578.13 | 773.44 | | | | | | | | | |
| BHP GROUP LIMITED (BHP.ASX) | | | | | | | | | | | | | | | |
| 01 Sep 2022 | 23 Sep 2022 | 4,907.19 | | | 7,010.26 | 2,103.08 | | | | | | | | | |

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

| Transaction Date | Settlement Date | Income Received \$ | Interest \$ | Other Income \$ | Gross Franked Dividend \$ | Imputation Credit \$ | Unfranked Dividend \$ | Discount Capital Gain \$ | Non-Disc Capital Gain \$ | CGT Conc. \$ | Tax Free \$ | Tax Deferred \$ | Return Of Capital \$ | TFN Amnts. Deduct. \$ | Non Resident W/Holding Tax \$ |
|--|-----------------|--------------------|-------------|-----------------|---------------------------|----------------------|-----------------------|--------------------------|--------------------------|--------------|-------------|-----------------|----------------------|-----------------------|-------------------------------|
| 09 Mar 2023 | 30 Mar 2023 | 2,622.27 | | | 3,746.10 | 1,123.83 | | | | | | | | | |
| Total | | 7,529.46 | | | 10,756.36 | 3,226.91 | | | | | | | | | |
| BRAMBLES LIMITED (BXB.ASX) | | | | | | | | | | | | | | | |
| 07 Sep 2022 | 13 Oct 2022 | 567.53 | | | 283.88 | 85.16 | 368.81 | | | | | | | | |
| 08 Mar 2023 | 13 Apr 2023 | 581.34 | | | 290.67 | 87.20 | 377.87 | | | | | | | | |
| Total | | 1,148.87 | | | 574.55 | 172.36 | 746.68 | | | | | | | | |
| COMMONWEALTH BANK. (CBA.ASX) | | | | | | | | | | | | | | | |
| 17 Aug 2022 | 29 Sep 2022 | 1,001.70 | | | 1,431.00 | 429.30 | | | | | | | | | |
| 22 Feb 2023 | 30 Mar 2023 | 1,001.70 | | | 1,431.00 | 429.30 | | | | | | | | | |
| Total | | 2,003.40 | | | 2,862.00 | 858.60 | | | | | | | | | |
| CHALLENGER LIMITED (CGF.ASX) | | | | | | | | | | | | | | | |
| 29 Aug 2022 | 21 Sep 2022 | 529.00 | | | 755.71 | 226.71 | | | | | | | | | |
| 21 Feb 2023 | 21 Mar 2023 | 552.00 | | | 788.57 | 236.57 | | | | | | | | | |
| Total | | 1,081.00 | | | 1,544.28 | 463.28 | | | | | | | | | |
| CHTR H LWR - FULLY PAID UNITS STAPLED SECURITIES (CLW.ASX) | | | | | | | | | | | | | | | |
| 29 Sep 2022 | 11 Nov 2022 | 471.80 | | 121.26 | | | | 43.91 | | 43.90 | | 262.73 | | | |
| 29 Dec 2022 | 14 Feb 2023 | 471.80 | | 121.26 | | | | 43.91 | | 43.91 | | 262.72 | | | |
| 30 Mar 2023 | 15 May 2023 | 581.70 | | 149.50 | | | | 54.13 | | 54.14 | | 323.93 | | | |
| 29 Jun 2023 | 14 Aug 2023 | 581.70 | | 149.51 | | | | 54.13 | | 54.13 | | 323.93 | | | |
| Total | | 2,107.00 | | 541.53 | | | | 196.08 | | 196.08 | | 1,173.31 | | | |
| DEXUS - FULLY PAID UNITS STAPLED SECURITIES (DXS.ASX) | | | | | | | | | | | | | | | |
| 29 Jun 2022 | 30 Aug 2022 | 177.12 | | | 253.03 | 75.91 | | | | | | | | | |
| 29 Dec 2022 | 28 Feb 2023 | 1,282.40 | 94.39 | 613.06 | | | | 633.36 | | 633.36 | | -691.77 | | | |
| 29 Jun 2023 | 30 Aug 2023 | 867.97 | 63.89 | 414.94 | | | | 428.68 | | 428.68 | | -468.22 | | | |
| Total | | 2,327.49 | 158.28 | 1,028.00 | 253.03 | 75.91 | | 1,062.04 | | 1,062.04 | | -1,159.99 | | | |
| HEALIUS (HLS.ASX) | | | | | | | | | | | | | | | |
| 07 Sep 2022 | 21 Sep 2022 | 513.96 | | | 734.23 | 220.27 | | | | | | | | | |
| Total | | 513.96 | | | 734.23 | 220.27 | | | | | | | | | |
| LINK ADMIN HLDG (LNK.ASX) | | | | | | | | | | | | | | | |
| 29 Sep 2022 | 14 Oct 2022 | 442.40 | | | 632.00 | 189.60 | | | | | | | | | |

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

| Transaction Date | Settlement Date | Income Received \$ | Interest \$ | Other Income \$ | Gross Franked Dividend \$ | Imputation Credit \$ | Unfranked Dividend \$ | Discount Capital Gain \$ | Non-Disc Capital Gain \$ | CGT Conc. \$ | Tax Free \$ | Tax Deferred \$ | Return Of Capital \$ | TFN Amnts. Deduct. \$ | Non Resident W/Holding Tax \$ |
|---|-----------------|-----------------------|----------------|--------------------|------------------------------|-------------------------|--------------------------|-----------------------------|-----------------------------|-----------------|----------------|--------------------|-------------------------|--------------------------|----------------------------------|
| 01 Mar 2023 | 11 Apr 2023 | 248.85 | | | 284.40 | 85.32 | 49.77 | | | | | | | | |
| Total | | 691.25 | | | 916.40 | 274.92 | 49.77 | | | | | | | | |
| MACQUARIE CASH MANAGEMENT ACCOUNT (MBLCCMH.CASH) | | | | | | | | | | | | | | | |
| 29 Jul 2022 | 29 Jul 2022 | 23.12 | 23.12 | | | | | | | | | | | | |
| 31 Aug 2022 | 31 Aug 2022 | 61.47 | 61.47 | | | | | | | | | | | | |
| 30 Sep 2022 | 30 Sep 2022 | 84.37 | 84.37 | | | | | | | | | | | | |
| 31 Oct 2022 | 31 Oct 2022 | 108.02 | 108.02 | | | | | | | | | | | | |
| 30 Nov 2022 | 30 Nov 2022 | 106.91 | 106.91 | | | | | | | | | | | | |
| 30 Dec 2022 | 30 Dec 2022 | 130.05 | 130.05 | | | | | | | | | | | | |
| 31 Jan 2023 | 31 Jan 2023 | 150.38 | 150.38 | | | | | | | | | | | | |
| 28 Feb 2023 | 28 Feb 2023 | 132.54 | 132.54 | | | | | | | | | | | | |
| 31 Mar 2023 | 31 Mar 2023 | 153.58 | 153.58 | | | | | | | | | | | | |
| 28 Apr 2023 | 28 Apr 2023 | 209.74 | 209.74 | | | | | | | | | | | | |
| 31 May 2023 | 31 May 2023 | 248.23 | 248.23 | | | | | | | | | | | | |
| 30 Jun 2023 | 30 Jun 2023 | 228.01 | 228.01 | | | | | | | | | | | | |
| Total | | 1,636.42 | 1,636.42 | | | | | | | | | | | | |
| NATIONAL AUST. BANK (NAB.ASX) | | | | | | | | | | | | | | | |
| 11 May 2022 | 05 Jul 2022 | 1,241.00 | | | 1,772.86 | 531.86 | | | | | | | | | |
| 15 Nov 2022 | 14 Dec 2022 | 1,326.00 | | | 1,894.29 | 568.29 | | | | | | | | | |
| Total | | 2,567.00 | | | 3,667.15 | 1,100.15 | | | | | | | | | |
| NATIONAL STORAGE - FULLY PAID ORDINARY/UNITS STAPLED SECURITIES (NSR.ASX) | | | | | | | | | | | | | | | |
| 29 Dec 2022 | 01 Mar 2023 | 530.48 | 2.57 | 157.95 | | | | | | | | 364.21 | | | |
| 29 Jun 2023 | 05 Sep 2023 | 530.48 | 2.57 | 157.95 | | | | | | | | 364.21 | | | |
| Total | | 1,060.96 | 5.14 | 315.90 | | | | | | | | 728.42 | | | |
| RIO TINTO LIMITED (RIO.ASX) | | | | | | | | | | | | | | | |
| 11 Aug 2022 | 22 Sep 2022 | 1,438.88 | | | 2,055.54 | 616.66 | | | | | | | | | |
| 09 Mar 2023 | 20 Apr 2023 | 1,224.34 | | | 1,749.05 | 524.72 | | | | | | | | | |
| Total | | 2,663.22 | | | 3,804.59 | 1,141.38 | | | | | | | | | |
| SUNCORP GROUP LTD (SUN.ASX) | | | | | | | | | | | | | | | |
| 12 Aug 2022 | 21 Sep 2022 | 576.30 | | | 823.29 | 246.99 | | | | | | | | | |
| 14 Feb 2023 | 31 Mar 2023 | 1,118.70 | | | 1,598.14 | 479.44 | | | | | | | | | |

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

| Investment Income Received - Tax Date | | | | | | | | | | | | | Account Code: DRA0708RS | | |
|---|-----------------|--------------------|-------------|-----------------|---------------------------|----------------------|-----------------------|--------------------------|--------------------------|--------------|-------------|-----------------|-------------------------|-----------------------|-------------------------------|
| From 1 July 2022 through 30 June 2023 | | | | | | | | | | | | | | | |
| Transaction Date | Settlement Date | Income Received \$ | Interest \$ | Other Income \$ | Gross Franked Dividend \$ | Imputation Credit \$ | Unfranked Dividend \$ | Discount Capital Gain \$ | Non-Disc Capital Gain \$ | CGT Conc. \$ | Tax Free \$ | Tax Deferred \$ | Return Of Capital \$ | TFN Amnts. Deduct. \$ | Non Resident W/Holding Tax \$ |
| Total | | 1,695.00 | | | 2,421.43 | 726.43 | | | | | | | | | |
| TRANSURBAN GROUP - FULLY PAID ORDINARY/UNITS STAPLED SECURITIES (TCL.ASX) | | | | | | | | | | | | | | | |
| 29 Jun 2022 | 23 Aug 2022 | 58.24 | | | 83.20 | 24.96 | | | | | | | | | |
| 29 Dec 2022 | 13 Feb 2023 | 646.60 | 157.25 | 165.56 | | | | | | | | 323.79 | | | |
| 29 Jun 2023 | 21 Aug 2023 | 744.20 | 144.38 | 169.01 | 4.16 | 1.25 | | 1.98 | | 1.98 | | 423.94 | | | |
| Total | | 1,449.04 | 301.63 | 334.57 | 87.36 | 26.21 | | 1.98 | | 1.98 | | 747.73 | | | |
| WESTPAC BANKING CORP (WBC.ASX) | | | | | | | | | | | | | | | |
| 17 Nov 2022 | 20 Dec 2022 | 1,497.60 | | | 2,139.43 | 641.83 | | | | | | | | | |
| 11 May 2023 | 27 Jun 2023 | 1,855.00 | | | 2,650.00 | 795.00 | | | | | | | | | |
| Total | | 3,352.60 | | | 4,789.43 | 1,436.83 | | | | | | | | | |
| WOODSIDE ENERGY (WDS.ASX) | | | | | | | | | | | | | | | |
| 08 Sep 2022 | 06 Oct 2022 | 2,719.20 | | | 3,884.57 | 1,165.37 | | | | | | | | | |
| 08 Mar 2023 | 05 Apr 2023 | 3,080.79 | | | 4,401.13 | 1,320.34 | | | | | | | | | |
| Total | | 5,799.99 | | | 8,285.70 | 2,485.71 | | | | | | | | | |
| WESFARMERS LIMITED (WES.ASX) | | | | | | | | | | | | | | | |
| 31 Aug 2022 | 06 Oct 2022 | 590.00 | | | 842.86 | 252.86 | | | | | | | | | |
| 20 Feb 2023 | 28 Mar 2023 | 519.20 | | | 741.71 | 222.51 | | | | | | | | | |
| Total | | 1,109.20 | | | 1,584.57 | 475.37 | | | | | | | | | |
| WOOLWORTHS GROUP LTD (WOW.ASX) | | | | | | | | | | | | | | | |
| 31 Aug 2022 | 27 Sep 2022 | 402.80 | | | 575.43 | 172.63 | | | | | | | | | |
| 02 Mar 2023 | 13 Apr 2023 | 349.60 | | | 499.43 | 149.83 | | | | | | | | | |
| Total | | 752.40 | | | 1,074.86 | 322.46 | | | | | | | | | |
| TOTAL PORTFOLIO | | | | | | | | | | | | | | | |
| | | 49,212.83 | 2,101.47 | 2,220.00 | 54,640.70 | 16,392.22 | 796.45 | 1,260.10 | | 1,260.10 | | 1,489.47 | | | |

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

Foreign Income

| Income | | | | | | | | | Tax Credits | | | |
|--|-----------------|-----------------------|----------------|-----------------|-------------|-------------------------------|-------------------------------|-----------------------------------|--------------------|--------------------|-----------------|-----------------------------------|
| Transaction Date | Settlement Date | Income Received \$ | Interest \$ | Dividend \$ | Other \$ | Modified Passive Income \$ | Discounted Capital Gain \$ | Non-Discounted Capital Gain \$ | Interest FTC \$ | Dividend FTC \$ | Other FTC \$ | Modified Passive Income FTC \$ |
| AMCOR PLC (AMC.ASX) | | | | | | | | | | | | |
| 07 Sep 2022 | 28 Sep 2022 | 434.95 | | 434.95 | | | | | | | | |
| 22 Nov 2022 | 13 Dec 2022 | 489.89 | | 489.89 | | | | | | | | |
| 28 Feb 2023 | 21 Mar 2023 | 435.96 | | 435.96 | | | | | | | | |
| 23 May 2023 | 20 Jun 2023 | 464.44 | | 464.44 | | | | | | | | |
| | | 1,825.24 | | 1,825.24 | | | | | | | | |
| NATIONAL STORAGE - FULLY PAID ORDINARY/UNITS STAPLED SECURITIES (NSR.ASX) | | | | | | | | | | | | |
| 29 Dec 2022 | 01 Mar 2023 | 530.48 | | 5.75 | | | | | | | | |
| 29 Jun 2023 | 05 Sep 2023 | 530.48 | | 5.75 | | | | | | | | |
| | | 1,060.96 | | 11.50 | | | | | | | | |
| TOTAL PORTFOLIO | | | | | | | | | | | | |
| | | 2,886.20 | | 1,836.74 | | | | | | | | |

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

Contributions and Withdrawals

J & M Drapes Retirement Fund

From 1 July 2022 Through 30 June 2023

| Date | Position | Description | Amount |
|--------------------------------------|-----------------------------------|------------------------------------|-------------------|
| Contributions | | | |
| Transfer In | | | |
| 31 Mar 2023 | Macquarie Cash Management Account | ATO Tax Refund | 31,362.98 |
| Total Contributions | | | 31,362.98 |
| Withdrawals | | | |
| Transfer Out | | | |
| 23 Jun 2023 | Macquarie Cash Management Account | Cash Transfer Out: Pension Payment | -30,000.00 |
| Total Withdrawals | | | -30,000.00 |
| Net Contributions/Withdrawals | | | 1,362.98 |

These reports contain general information to assist you in completing your tax return, however, it does not take into account you individual taxation and financial circumstances.

Realised CGT

From 1 July 2022 Through 30 June 2023

Account Name: J & M Drapes Retirement Fund
 Account Code: DRA0708RS
 Adviser: Westwood Group (WWG)

| Sale Date | Purchase Tax Date | Purchase Trade Date | Sale Quantity | Actual Cost | Sale Proceeds | Total Gain | Cost Base | Reduced Cost Base | Indexed Cost Base | Discounted Gain | Indexed Gain | CGT Gain | CGT Loss |
|--|-------------------|---------------------|---------------|------------------|------------------|------------------|------------------|-------------------|-------------------|--------------------|--------------|------------------|----------|
| Ampol Limited - Ordinary Fully Paid | | | | | | | | | | | | | |
| 07 Jul 2022 | 14 Sep 2020 | 14 Sep 2020 | 150 | 3,616.09 | 4,955.8200 | 1,339.7300 | 3,616.09 | 3,616.09 | | 893.1500 | | 893.15 | |
| Total for Product: | | | 150 | 3,616.09 | 4,955.82 | 1,339.73 | 3,616.09 | 3,616.09 | | 893.1500 | | 893.15 | |
| Transurban Group - Fully Paid Ordinary/Units Stapled Securities | | | | | | | | | | | | | |
| 18 Jul 2022 | 23 Sep 2016 | 23 Sep 2016 | 472 | 5,235.74 | 6,742.3500 | 1,992.5800 | 4,749.77 | 4,676.55 | | 1,328.3900 | | 1,328.39 | |
| Total for Product: | | | 472 | 5,235.74 | 6,742.35 | 1,992.58 | 4,749.77 | 4,676.55 | | 1,328.3900 | | 1,328.39 | |
| Woodside Energy - Ordinary Fully Paid | | | | | | | | | | | | | |
| 07 Nov 2022 | 21 Aug 2020 | 21 Aug 2020 | 182 | 3,685.25 | 7,100.5100 | 3,415.2700 | 3,685.25 | 3,685.25 | | 2,276.8400 | | 2,276.84 | |
| 21 Jul 2022 | 14 Sep 2020 | 14 Sep 2020 | 582 | 10,689.90 | 18,019.9500 | 7,330.0500 | 10,689.90 | 10,689.90 | | 4,886.7000 | | 4,886.70 | |
| 07 Nov 2022 | 14 Sep 2020 | 14 Sep 2020 | 88 | 1,616.34 | 3,433.2200 | 1,816.8700 | 1,616.34 | 1,616.34 | | 1,211.2500 | | 1,211.25 | |
| Total for Product: | | | 852 | 15,991.49 | 28,553.68 | 12,562.19 | 15,991.49 | 15,991.49 | | 8,374.7900 | | 8,374.79 | |
| Grand Total: | | | 1,474 | 24,843.32 | 40,251.85 | 15,894.50 | 24,357.35 | 24,284.13 | | 10,596.3300 | | 10,596.33 | |

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

Expenses Report

J & M Drapes Retirement Fund

From 1 July 2022 Through 30 June 2023

| Date | Position | Description | Amount Received/Paid |
|------------------------------|-----------------------------------|--|-------------------------|
| Management Fees | | | |
| 01 Jul 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 02 Aug 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 01 Sep 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 04 Oct 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 01 Nov 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 05 Dec 2022 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 05 Jan 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 01 Feb 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 02 Mar 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 03 Apr 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 02 May 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| 01 Jun 2023 | Macquarie Cash Management Account | Whitehaven Fee | -1,118.34 |
| Total Management Fees | | | -13,420.08 |
| Other Expenses | | | |
| Expense | | | |
| 28 Sep 2022 | Macquarie Cash Management Account | Expense: ASIC Company Fee | -59.00 |
| 28 Sep 2022 | Macquarie Cash Management Account | Accounting Expense: ASIC Annual Review (WWG) | -220.00 |
| Total Other Expenses | | | -279.00 |

These reports contain general information to assist you in completing your tax return, however, it does not take into account your individual taxation and financial circumstances.

Cash Transaction Report

J & M Drapes Retirement Fund

From 01 July 2022 Through 30 June 2023

Macquarie Cash Management Account (MBLCCMH.CASH)

| Opening Balance | | | | 62,738.85 |
|-----------------------------------|--|-------------|-----------|-----------|
| Macquarie Cash Management Account | Whitehaven Fee | 01 Jul 2022 | -1,118.34 | |
| Macquarie Cash Management Account | Corporate Action - ANZ.ASX Dividend | 01 Jul 2022 | 1,360.80 | |
| Macquarie Cash Management Account | Corporate Action - NAB.ASX Dividend | 05 Jul 2022 | 1,241.00 | |
| Macquarie Cash Management Account | Cash Deposit - Sale: 150@3313 Ampol Limited (ALD) | 11 Jul 2022 | 4,955.82 | |
| Macquarie Cash Management Account | Cash Deposit - Sale: 472@1431 Transurban Group (TCL) | 20 Jul 2022 | 6,742.35 | |
| Macquarie Cash Management Account | Cash Deposit - Sale: 582@3098 Woodside Energy (WDS) | 25 Jul 2022 | 18,019.95 | |
| Macquarie Cash Management Account | Cash Deposit - Macquarie CMA Interest Received | 29 Jul 2022 | 23.12 | |
| Macquarie Cash Management Account | Whitehaven Fee | 02 Aug 2022 | -1,118.34 | |
| Macquarie Cash Management Account | (ANZ.ASX) 1:15 Renounceable Rights Issue @ 18.90 AUD per share - Participating | 09 Aug 2022 | -2,381.40 | |
| Macquarie Cash Management Account | Corporate Action - CLW.ASX Dividend | 12 Aug 2022 | 514.26 | |
| Macquarie Cash Management Account | Corporate Action - TCL.ASX Dividend | 23 Aug 2022 | 58.24 | |
| Macquarie Cash Management Account | Corporate Action - TCL.ASX Dividend | 23 Aug 2022 | 698.88 | |
| Macquarie Cash Management Account | Corporate Action - DXS.ASX Distribution | 30 Aug 2022 | 783.00 | |
| Macquarie Cash Management Account | Corporate Action - DXS.ASX Dividend | 30 Aug 2022 | 177.12 | |
| Macquarie Cash Management Account | Cash Deposit - Macquarie CMA Interest Received | 31 Aug 2022 | 61.47 | |
| Macquarie Cash Management Account | Whitehaven Fee | 01 Sep 2022 | -1,118.34 | |
| Macquarie Cash Management Account | Corporate Action - NSR.ASX Dividend | 02 Sep 2022 | 520.83 | |
| Macquarie Cash Management Account | Corporate Action - SUN.ASX Dividend | 21 Sep 2022 | 576.30 | |
| Macquarie Cash Management Account | Corporate Action - AZJ.ASX Dividend | 21 Sep 2022 | 927.59 | |
| Macquarie Cash Management Account | Corporate Action - CGF.ASX Dividend | 21 Sep 2022 | 529.00 | |
| Macquarie Cash Management Account | Corporate Action - HLS.ASX Dividend | 21 Sep 2022 | 513.96 | |
| Macquarie Cash Management Account | Corporate Action - RIO.ASX Dividend | 22 Sep 2022 | 1,438.88 | |
| Macquarie Cash Management Account | Corporate Action - BHP.ASX Dividend | 23 Sep 2022 | 4,907.19 | |
| Macquarie Cash Management Account | Corporate Action - WOW.ASX Dividend | 27 Sep 2022 | 402.80 | |
| Macquarie Cash Management Account | Corporate Action - ALD.ASX Dividend | 28 Sep 2022 | 1,245.60 | |
| Macquarie Cash Management Account | Corporate Action - AMC.ASX Dividend | 28 Sep 2022 | 434.95 | |
| Macquarie Cash Management Account | Expense: ASIC Company Fee | 28 Sep 2022 | -59.00 | |
| Macquarie Cash Management Account | Accounting Expense: ASIC Annual Review (WWG) | 28 Sep 2022 | -220.00 | |
| Macquarie Cash Management Account | Corporate Action - CBA.ASX Dividend | 29 Sep 2022 | 1,001.70 | |
| Macquarie Cash Management Account | Cash Deposit - Macquarie CMA Interest Received | 30 Sep 2022 | 84.37 | |
| Macquarie Cash Management Account | Whitehaven Fee | 04 Oct 2022 | -1,118.34 | |
| Macquarie Cash Management Account | Corporate Action - WES.ASX Dividend | 06 Oct 2022 | 590.00 | |
| Macquarie Cash Management Account | Corporate Action - WDS.ASX Dividend | 06 Oct 2022 | 2,719.20 | |
| Macquarie Cash Management Account | Corporate Action - BXB.ASX Dividend | 13 Oct 2022 | 567.53 | |
| Macquarie Cash Management Account | Corporate Action - LNK.ASX Dividend | 14 Oct 2022 | 442.40 | |

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Cash Transaction Summary
Account Code: DRA0708RS

From 1 July 2022 Through 30 June 2023

| | | | |
|-----------------------------------|--|-------------|------------|
| Macquarie Cash Management Account | Cash Withdrawal - Purchase: 2270@324 Healius Limited (HLS) | 17 Oct 2022 | -7,368.00 |
| Macquarie Cash Management Account | Cash Withdrawal - Purchase: 770@748 Dexus (DXS) | 17 Oct 2022 | -5,772.80 |
| Macquarie Cash Management Account | Cash Withdrawal - Purchase: 4020@355 Aurizon Holdings Limited (AZJ) | 17 Oct 2022 | -14,284.20 |
| Macquarie Cash Management Account | Cash Withdrawal - Purchase: 250@2768 Ampol Limited (ALD) | 28 Oct 2022 | -6,932.05 |
| Macquarie Cash Management Account | Cash Deposit - Macquarie CMA Interest Received | 31 Oct 2022 | 108.02 |
| Macquarie Cash Management Account | Whitehaven Fee | 01 Nov 2022 | -1,118.34 |
| Macquarie Cash Management Account | Cash Deposit - Sale: 270@3906 Woodside Petroleum Limited (WDS) | 09 Nov 2022 | 10,533.73 |
| Macquarie Cash Management Account | Corporate Action - CLW.ASX Dividend | 11 Nov 2022 | 471.80 |
| Macquarie Cash Management Account | Cash Deposit - Macquarie CMA Interest Received | 30 Nov 2022 | 106.91 |
| Macquarie Cash Management Account | Whitehaven Fee | 05 Dec 2022 | -1,118.34 |
| Macquarie Cash Management Account | Corporate Action - AMC.ASX Dividend | 13 Dec 2022 | 489.89 |
| Macquarie Cash Management Account | Corporate Action - NAB.ASX Dividend | 14 Dec 2022 | 1,326.00 |
| Macquarie Cash Management Account | Corporate Action - ANZ.ASX Dividend | 15 Dec 2022 | 1,491.84 |
| Macquarie Cash Management Account | Corporate Action - WBC.ASX Dividend | 20 Dec 2022 | 1,497.60 |
| Macquarie Cash Management Account | Cash Deposit - Macquarie CMA Interest Received | 30 Dec 2022 | 130.05 |
| Macquarie Cash Management Account | Whitehaven Fee | 05 Jan 2023 | -1,118.34 |
| Macquarie Cash Management Account | Cash Deposit - Macquarie CMA Interest Received | 31 Jan 2023 | 150.38 |
| Macquarie Cash Management Account | Whitehaven Fee | 01 Feb 2023 | -1,118.34 |
| Macquarie Cash Management Account | Corporate Action - TCL.ASX Dividend | 13 Feb 2023 | 646.60 |
| Macquarie Cash Management Account | Corporate Action - CLW.ASX Dividend | 14 Feb 2023 | 471.80 |
| Macquarie Cash Management Account | Cash Deposit - Macquarie CMA Interest Received | 28 Feb 2023 | 132.54 |
| Macquarie Cash Management Account | Corporate Action - DXS.ASX Dividend | 28 Feb 2023 | 1,282.40 |
| Macquarie Cash Management Account | Corporate Action - NSR.ASX Dividend | 01 Mar 2023 | 530.48 |
| Macquarie Cash Management Account | Whitehaven Fee | 02 Mar 2023 | -1,118.34 |
| Macquarie Cash Management Account | Cash Withdrawal - Purchase: 1570@453 Charter Hall Long Wale REIT (CLW) | 13 Mar 2023 | -7,122.79 |
| Macquarie Cash Management Account | Corporate Action - CGF.ASX Dividend | 21 Mar 2023 | 552.00 |
| Macquarie Cash Management Account | Corporate Action - AMC.ASX Dividend | 21 Mar 2023 | 435.96 |
| Macquarie Cash Management Account | Corporate Action - WES.ASX Dividend | 28 Mar 2023 | 519.20 |
| Macquarie Cash Management Account | Corporate Action - AZJ.ASX Dividend | 29 Mar 2023 | 877.10 |
| Macquarie Cash Management Account | Corporate Action - CBA.ASX Dividend | 30 Mar 2023 | 1,001.70 |
| Macquarie Cash Management Account | Corporate Action - ALD.ASX Dividend | 30 Mar 2023 | 644.00 |
| Macquarie Cash Management Account | Corporate Action - BHP.ASX Dividend | 30 Mar 2023 | 2,622.27 |
| Macquarie Cash Management Account | Corporate Action - ALD.ASX Dividend | 30 Mar 2023 | 1,352.40 |
| Macquarie Cash Management Account | Corporate Action - SUN.ASX Dividend | 31 Mar 2023 | 1,118.70 |
| Macquarie Cash Management Account | ATO Tax Refund | 31 Mar 2023 | 31,362.98 |
| Macquarie Cash Management Account | Cash Deposit - Macquarie CMA Interest Received | 31 Mar 2023 | 153.58 |
| Macquarie Cash Management Account | Whitehaven Fee | 03 Apr 2023 | -1,118.34 |
| Macquarie Cash Management Account | Corporate Action - WDS.ASX Dividend | 05 Apr 2023 | 3,080.79 |
| Macquarie Cash Management Account | Corporate Action - LNK.ASX Dividend | 11 Apr 2023 | 248.85 |
| Macquarie Cash Management Account | Corporate Action - WOW.ASX Dividend | 13 Apr 2023 | 349.60 |
| Macquarie Cash Management Account | Corporate Action - BXB.ASX Dividend | 13 Apr 2023 | 581.34 |
| Macquarie Cash Management Account | Corporate Action - RIO.ASX Dividend | 20 Apr 2023 | 1,224.34 |
| Macquarie Cash Management Account | Cash Withdrawal - Purchase: 310@2256 Westpac Banking Corporation (WBC) | 24 Apr 2023 | -7,006.77 |
| Macquarie Cash Management Account | Cash Deposit - Macquarie CMA Interest Received | 28 Apr 2023 | 209.74 |
| Macquarie Cash Management Account | Whitehaven Fee | 02 May 2023 | -1,118.34 |
| Macquarie Cash Management Account | Corporate Action - CLW.ASX Dividend | 15 May 2023 | 581.70 |
| Macquarie Cash Management Account | Cash Deposit - Macquarie CMA Interest Received | 31 May 2023 | 248.23 |
| Macquarie Cash Management Account | Whitehaven Fee | 01 Jun 2023 | -1,118.34 |

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Cash Transaction Summary

From 1 July 2022 Through 30 June 2023

Account Code: DRA0708RS

| | | | |
|-----------------------------------|--|-------------|------------------|
| Macquarie Cash Management Account | Corporate Action - AMC.ASX Dividend | 20 Jun 2023 | 464.44 |
| Macquarie Cash Management Account | Cash Transfer Out: Pension Payment | 23 Jun 2023 | -30,000.00 |
| Macquarie Cash Management Account | Corporate Action - WBC.ASX Dividend | 27 Jun 2023 | 1,855.00 |
| Macquarie Cash Management Account | Cash Deposit - Macquarie CMA Interest Received | 30 Jun 2023 | 228.01 |
| Total: | | | 26,053.19 |
| Closing Balance | | | 88,792.04 |

These reports contain general information to assist you in completing your tax return, however, it does not take into account you individual taxation and financial circumstances.

Capital Transaction

From 1 July 2022 Through 30 June 2023

Account Name: J & M Drapes Retirement Fund
Account Code: DRA0708RS
Adviser: Westwood Group (WWG)

| Code | Description | TradeDate | SettleDate | Quantity | Unit Price | Gross Amount | Brokerage | GST | Net Amount |
|-------------------------|---|-------------|-------------|----------|------------|------------------|-----------|------|------------------|
| PURCHASES | | | | | | | | | |
| ANZ | 1:15 Renounceable Rights Issue @ 18.90 AUD per share - Participating | 24 Aug 2022 | 24 Aug 2022 | 126.00 | 18.90 | 2,381.40 | | | 2,381.40 |
| HLS | Purchase: 2270@324 Healius Limited (HLS) | 13 Oct 2022 | 17 Oct 2022 | 2,270.00 | 3.24 | 7,354.80 | 12.00 | 1.20 | 7,368.00 |
| AZJ | Purchase: 4020@355 Aurizon Holdings Limited (AZJ) | 13 Oct 2022 | 17 Oct 2022 | 4,020.00 | 3.55 | 14,271.00 | 12.00 | 1.20 | 14,284.20 |
| DXS | Purchase: 770@748 Dexus (DXS) | 13 Oct 2022 | 17 Oct 2022 | 770.00 | 7.48 | 5,759.60 | 12.00 | 1.20 | 5,772.80 |
| ALD | Purchase: 250@2768 Ampol Limited (ALD) | 26 Oct 2022 | 28 Oct 2022 | 250.00 | 27.68 | 6,918.85 | 12.00 | 1.20 | 6,932.05 |
| LNKXE | 1:7.52 In Specie Distribution of Pexagroup Ltd Entitlements (LNK.ASX) | 30 Dec 2022 | 30 Dec 2022 | 203.00 | 13.82 | 2,805.84 | 11.39 | 1.14 | 2,818.37 |
| LNKXE | 1:7.52 In Specie Distribution of Pexagroup Ltd Entitlements (LNK.ASX) | 30 Dec 2022 | 30 Dec 2022 | 532.00 | 12.13 | 6,454.03 | 11.39 | 1.14 | 6,466.56 |
| LNK | 1:7.52 In Specie Distribution of Pexagroup Ltd Entitlements (LNKXE.ASX) | 30 Dec 2022 | 30 Dec 2022 | 4,000.00 | 1.93 | 7,711.97 | 13.61 | 1.36 | 7,726.94 |
| LNK | 1:7.52 In Specie Distribution of Pexagroup Ltd Entitlements (LNKXE.ASX) | 30 Dec 2022 | 30 Dec 2022 | 1,530.00 | 2.19 | 3,352.72 | 13.61 | 1.36 | 3,367.69 |
| PXA | 1:1 Conversion of LNKXE Entitlements to PXA Ordinary Shares | 30 Dec 2022 | 10 Jan 2023 | 203.00 | 13.82 | 2,805.85 | 11.39 | 1.14 | 2,818.38 |
| PXA | 1:1 Conversion of LNKXE Entitlements to PXA Ordinary Shares | 30 Dec 2022 | 10 Jan 2023 | 532.00 | 12.13 | 6,454.02 | 11.39 | 1.14 | 6,466.55 |
| CLW | Purchase: 1570@453 Charter Hall Long Wale REIT (CLW) | 09 Mar 2023 | 13 Mar 2023 | 1,570.00 | 4.53 | 7,109.59 | 12.00 | 1.20 | 7,122.79 |
| WBC | Purchase: 310@2256 Westpac Banking Corporation (WBC) | 20 Apr 2023 | 24 Apr 2023 | 310.00 | 22.56 | 6,993.57 | 12.00 | 1.20 | 7,006.77 |
| Total Purchases: | | | | | | 80,373.24 | | | 80,532.50 |
| SALES | | | | | | | | | |
| ALD | Sale: 150@3313 Ampol Limited (ALD) | 07 Jul 2022 | 11 Jul 2022 | 150.00 | 33.13 | (4,969.02) | 12.00 | 1.20 | (4,955.82) |
| TCL | Sale: 472@1431 Transurban Group (TCL) | 18 Jul 2022 | 20 Jul 2022 | 472.00 | 14.31 | (6,755.55) | 12.00 | 1.20 | (6,742.35) |
| WDS | Sale: 582@3098 Woodside Energy (WDS) | 21 Jul 2022 | 25 Jul 2022 | 582.00 | 30.98 | (18,033.15) | 12.00 | 1.20 | (18,019.95) |
| WDS | Sale: 270@3906 Woodside Petroleum Limited (WDS) | 07 Nov 2022 | 09 Nov 2022 | 270.00 | 39.06 | (10,546.93) | 12.00 | 1.20 | (10,533.73) |

These reports contain general information to assist you in completing your tax return, however, it does not take into account you individual taxation and financial circumstances.

| Code | Description | TradeDate | SettleDate | Quantity | Unit Price | Gross Amount | Brokerage | GST | Net Amount |
|--------------|---|-------------|-------------|----------|------------|--------------|-----------|--------|-------------|
| LNK | 1:7.52 In Specie Distribution of Pexagroup Ltd Entitlements (LNKXE.ASX) | 30 Dec 2022 | 30 Dec 2022 | 4,000.00 | 3.54 | (14,166.00) | (25.00) | (2.50) | (14,193.50) |
| LNK | 1:7.52 In Specie Distribution of Pexagroup Ltd Entitlements (LNKXE.ASX) | 30 Dec 2022 | 30 Dec 2022 | 1,530.00 | 4.03 | (6,158.56) | (25.00) | (2.50) | (6,186.06) |
| LNKXE | 1:1 Conversion of LNKXE Entitlements to PXA Ordinary Shares | 30 Dec 2022 | 10 Jan 2023 | 532.00 | 12.13 | (6,454.03) | (11.39) | (1.14) | (6,466.56) |
| LNKXE | 1:1 Conversion of LNKXE Entitlements to PXA Ordinary Shares | 30 Dec 2022 | 10 Jan 2023 | 203.00 | 13.82 | (2,805.84) | (11.39) | (1.14) | (2,818.37) |
| Total Sales: | | | | | | (69,889.08) | | | (69,916.34) |
| Grand Total: | | | | | | 10,484.16 | | | 10,616.16 |

These reports contain general information to assist you in completing your tax return, however, it does not take into account you individual taxation and financial circumstances.



PERMANENT DOCUMENTS YEARLY

- Establishment Deed
- Deed of Variation
- Application for Membership
- Member Resolution
- Death Certificate
- Trustee Declaration
- Consent to Act
- Pre Pension Docs
- Investment Strategy
- 2022 FS & ITR
- 2022 Audit Report

J & M Drapes Retirement Fund

Self-Managed Superannuation Fund Trust Deed

Freehills

AMP Building 140 St Georges Terrace Perth WA 6000 Australia
Telephone 61 8 9211 7777 Facsimile 61 8 9211 7878
www.freehills.com.au DX104 Perth

SYDNEY MELBOURNE PERTH CANBERRA BRISBANE HANOI HO CHI MINH CITY
Correspondent Offices JAKARTA KUALA LUMPUR SINGAPORE

Liability limited by the Solicitor's Limitation of Liability Scheme,
approved under the Professional Standards Act 1994 (NSW)

Reference AAS:DG:9851360

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This trust deed

is made on *10 July 2002* between the following parties:

1. **John Russell Drapes and Margaret Mary Drapes**
both of 102 Chelford Street, Alderley, Queensland
(Trustee)
2. **John Russell Drapes**
of 102 Chelford Street, Alderley, Queensland
Margaret Mary Drapes
of 102 Chelford Street, Alderley, Queensland
(Member)

Recitals

- A. The Trustee wishes to establish a superannuation fund for the benefit of the Members under the terms of this Deed.
- B. The Trustee is willing to act as trustee of the Fund for the purposes mentioned in this Deed and on the terms of this Deed.

This deed witnesses

that in accordance with the provisions of this Deed:

- (a) a fund, to be known by the name J & M Drapes Retirement Fund (**Fund**), is established as an indefinitely continuing superannuation fund with effect from the date of this Deed;
- (b) the Trustee agrees to act as trustee of the Fund;
- (c) the Fund is vested in, controlled and administered by the Trustee in accordance with this Deed and the Superannuation Law; and
- (d) the Trustee holds the assets of the Fund on the trusts of and subject to this Deed.

1 Definitions and interpretations

1.1 Definitions

In this Deed:

Account means any account established and maintained under this Deed;

Allocated Pension means a pension which complies with the standards set out in SIS Regulation 1.06(4) and is referred to in clause 11.1;

Asset-Test Exempt Income Stream has the meaning given to that term under section 9(1) of the Social Security Act;

Auditor means the person appointed under clause 9.2(a);

Authorised Person means a person who is or has been:

- (a) a director, officer or employee of the Trustee;
- (b) an agent or Qualified Adviser appointed by the Trustee to give assistance in the administration and operation of the Fund; or
- (c) any other person authorised by the Trustee in writing to carry out an act relating to the administration and operation of the Fund;

Benefit means a benefit payable under the Fund as provided in clause 10(a), including a Pension Benefit;

Benefit Arrangement means a fund or benefit arrangement which can pay money to the Fund, or which the Fund can pay money to, without breaching the Superannuation Law;

Business Day means a day on which banks are open for business in Queensland other than a Saturday, Sunday or public holiday in Queensland;

Child includes a step-child, ex-nuptial child and an adopted child;

Commencement Date means the date of this Deed;

Complying Fixed Term Pension means a pension which complies with the standards set out in section 9B of the Social Security Act and is referred to in clause 14.1 or 14.2; and

Complying Lifetime Pension means a pension which complies with the standards set out in section 9A of the Social Security Act and is referred to in clause 13.1 or 13.2;

CPI means a number calculated by the formula:

$$100 \times \frac{\text{Recent index number} - \text{Base index number}}{\text{Base index number}}$$

where:

“Recent index number” means the index number for the second last quarter before the day on which the first pension payment in a year other than the first year after the Pension Commencement Day is to be made; and

“Base index number” means the index number for the same quarter in the immediately preceding year;

CPI Percentage means a number calculated by the formula:

$$\frac{\text{CPI in the second last quarter before the day on which pension payment in a year is to be made}}{\text{CPI in the same quarter in the immediately preceding year}}$$

Death Benefits Nomination means a notice given to the Trustee by a Member under clause 18(a);

Deed means this trust deed, anything deemed to be included under the Superannuation Law, and any arrangement, agreement, approval, rules or procedures effected pursuant to, or as specifically provided for by, any provision of this trust deed;

Deficiency means the deficiency determined by the Trustee in accordance with clause 9.4(a)(2);

Dependant means:

- (a) a Spouse;
- (b) a Child; and
- (c) any other person who in the opinion of the Trustee is or was at the relevant time a dependant of a Member within the meaning of the Superannuation Law;

Employee has the meaning given to it under section 15A of SIS as extended by section 17A of SIS;

Fund means the indefinitely continuing superannuation fund established by this Deed, and known by the name specified in clause (a) of this Deed;

Fund Expenses means both the direct and incidental costs and expenses of the establishment, operation, management, administration, investment and termination of the Fund, including a Tax, insurance costs and any fees or charges imposed on or paid by the Trustee in connection with the Fund;

index number has the meaning given to that term under section 20(1) of the Social Security Act;

Insurer means a life insurance company selected by the Trustee;

Life Expectancy has the meaning given to that term under the Superannuation Law;

Member means the member who is a party to this Deed and any other person who is admitted by the Trustee to participate in the Fund, including any person to whom a death benefit is paid as a Pension Benefit;

Member's Death Benefit means a Benefit equal to the amount standing to the credit of a Member's account at the date of the Member's death, and includes:

- (a) any amounts that accrue to the Member's account; and
- (b) the proceeds of any Policy paid into the Member's account before payment of the Benefit;

Non Complying Fixed Term Pension means a pension which complies with the standards set out in SIS Regulation 1.06(6) and is referred to in clause 12.1;

Old Age Pension means an old age pension for the purposes of paragraph 51(xxiii) of the Commonwealth Constitution;

pension age has the meaning given to the term "pension age" under section 23(5A), 23(5B) 23(5C) or 23(5D) of the Social Security Act;

Pension Benefit means a Benefit under clause 10, 11, 12, 13 or 14 payable as a pension;

Pension Commencement Day, in relation to a pension to which a Member becomes entitled, means the first day of the period to which the first payment of the Pension Benefit relates;

Pension RBL means, in relation to a pensioner, the highest pension reasonable benefit limit which applies to that pensioner, as prescribed by the Tax Act from time to time;

Policy means an insurance policy (whether in respect of an individual Member or group of Members) effected by the Trustee with an Insurer, as provided in the Deed in order to provide benefits under the Fund;

Power means a power, right, discretion, remedy or authority of any nature;

Qualified Adviser means a person considered by the Trustee to be capable of giving advice in relation to any matter or question, whether by virtue of formal qualifications or experience in business or otherwise, including an accountant, barrister, solicitor, actuary, medical practitioner, Insurer, investment manager or other qualified person;

Regulator means, in relation to a matter, the applicable person (as the context requires) who exercises a statutory function in relation to the matter under the Superannuation Law or the Social Security Act;

Reserve Account means the account or accounts of that name maintained in respect of the Fund in accordance with clause 9.3;

SIS means the Superannuation Industry (Supervision) Act 1993;

Social Security Act means:

- (a) the Social Security Act 1991; and
- (b) all other requirements, whether legislative or otherwise, in relation to the Social Security Act 1991 with which a payment made from the Fund must comply (or with which, in the opinion of the Trustee, the payment ought to comply) in order to be treated as an Asset-Test Exempt Income Stream for the purposes of the Social Security Act 1991;

Superannuation Law means:

- (a) SIS;
- (b) the requirements in the Tax Act and any other Act which imposes a charge, levy, surcharge, duty or tax on any superannuation benefit; and
- (c) all other applicable requirements, whether legislative or otherwise, including:
 - (1) any administrative directions, instructions, rulings or guidelines issued by a Regulator; or
 - (2) statements by the Government of the Commonwealth of Australia or of any State or Territory of Australia advising of changes or proposed changes to the above Acts or requirements with which the Fund must comply (or with which, in the opinion of the Trustee, the Fund ought to comply) in order to be a complying superannuation fund within the meaning of the Tax Act;

Surplus means the surplus determined by the Trustee in accordance with clause 9.4(a)(2);

Tax includes any Commonwealth or State government impost (including a tax, levy, charge, surcharge or duty) which is or might become payable in any respect in connection with the Fund, this Deed or anything done or which may be done under this Deed;

Tax Act means the Income Tax Assessment Act 1936 and/or the Income Tax Assessment Act 1997, as the context requires; and

Trustee means the trustee named in this Deed or any other trustee of the Fund for the time being.

1.2 SIS defined terms

Unless the context otherwise specifies or requires, an expression used in this Deed which is defined in SIS has the same meaning in this Deed.

1.3 Interpretation

(a) **Amended provisions:** Subject to any contrary provision in this Deed, a reference to this Deed or any other deed, agreement, instrument or contract includes a reference to this Deed, that other deed, agreement, instrument or contract, respectively, as amended, supplemented or varied from time to time.

(b) **Paramount provisions:** The provisions of clause 2 override any other provisions of this Deed.

(c) **Rules of interpretation:**

In this Deed, unless the context otherwise requires:

- (1) a reference to a "person" includes any company, partnership, joint venture, association, corporation or other body corporate and any government authority but the words "natural person" have their normal meaning;
- (2) a reference to a statute includes a regulation, by-law, requisition or order made under that statute and any amendment to or re-enactment of that statute, regulation, by-law, requisition or order for the time being in force;
- (3) a reference to a section of or a regulation under a statute includes any amendment to, replacement of or re-enactment of that section or regulation and any other section of or regulation under the statute required to give meaning, force or effect to the section or regulation;
- (4) if a party comprises two or more persons, the covenants and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or any two or more of them;
- (5) headings in this Deed are for convenience and identification of clauses only and do not otherwise affect its interpretation;
- (6) where appropriate:
 - (A) words denoting the singular include the plural;
 - (B) words denoting the plural include the singular; and
 - (C) words denoting a gender include each gender;

- (7) a covenant by a party not to do or omit to do any act or thing includes:
 - (A) a covenant not to suffer that act or thing to be done or omitted by any agent or employee of the party; and
 - (B) a covenant to do everything necessary to ensure that the act or thing is not done or omitted to be done; and
- (8) all matters which are stated as being included in the ambit of an expression are without limitation to the breadth and generality of that expression.
- (d) **Severance:** If necessary, in order to avoid any provision of this Deed or this Deed being made invalid by a law, the provision may be read down or severed to preserve the validity of the provision or this Deed as the case may be.
- (e) **State Trustee Acts:** To the extent legally possible, and unless the Trustee otherwise determines, this Deed is not subject to the Trustee Act of the State or Territory in which this Deed is executed or any of its equivalents in any of the States or Territories of Australia.

1.4 Business Day

When the day or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day.

2 Paramount provisions: complying with Superannuation Law

2.1 Trustee must comply

The Trustee must comply with the requirements of the Superannuation Law and is fully empowered (without being obliged) to comply with any provision or standard of the Superannuation Law which is not a requirement.

2.2 Deemed compliance

The Trustee is deemed to comply with the Superannuation Law if the Regulator is satisfied that compliance has occurred or determines that the Fund will be treated as if compliance has occurred.

2.3 Trustee's consent required where necessary

If a provision of this Deed would otherwise be void because it:

- (a) subjects the Trustee to direction by another person; or
- (b) permits a person to exercise a discretion without the consent of the Trustee,

the Trustee's consent is required for the giving of the direction or the exercise of the discretion.

3 Purpose of the Fund

The sole or primary purpose of the Fund is to provide Old Age Pensions to or in respect of Members in the event of their retirement or for a Member's Dependants in the event of the death of a Member.

4 Participating in the Fund

4.1 Participation

- (a) A person who is eligible under the Superannuation Law to receive benefits from the Fund may by completing a form prescribed by the Trustee apply to become a Member.
- (b) The Trustee may in its absolute discretion and without having to give a reason for, or explanation of, its decision:
 - (1) accept the application unconditionally;
 - (2) accept the application subject to conditions with Power to later vary or remove any such conditions;
 - (3) delay consideration of the application; or
 - (4) reject the application,
 and where the application is accepted under clause 4.1(b)(1) or clause 4.1(b)(2), the applicant becomes a Member from the date of such acceptance or such other date as determined by the Trustee.
- (c) The Trustee must refuse an application for membership if the admission of the applicant as a Member would cause the Fund not to be a self managed superannuation fund.
- (d) Before the Trustee makes a decision under clause 4.1(b), the Trustee may to the extent permitted by the Superannuation Law request the person applying for membership with the Fund to provide all relevant information and evidence and sign all documents as may be required by the Trustee.
- (e) The Trustee must deal with a person's application money:
 - (1) pending the processing and acceptance of that application; and
 - (2) where the application is refused,
 in a manner consistent with the Superannuation Law.
- (f) The Trustee may determine that a person who has not applied for membership in accordance with this clause 4 is a Member on and from a date determined by the Trustee although that person is not required to contribute to the Fund without his or her prior consent.
- (g) Notwithstanding clause 4.3(b)(2), a Member has no right to claim any interest in, or exercise any right in relation to, any particular asset of the Fund.

- (h) Where a Policy is effected in respect of a Member, the Benefits of the Member must be determined in accordance with the terms and conditions of that Policy.
- (i) Each Member irrevocably appoints the Trustee his or her attorney to do anything permitted or required by this Deed.
- (j) Any condition properly imposed under this Deed in respect of a Member, and any consent, approval or agreement given or made by a Member, is binding on:
 - (1) the Member concerned;
 - (2) an heir or executor of the Member; and
 - (3) a person who is or would otherwise have been entitled to claim a benefit in respect of the Member or upon the occurrence of an event or circumstances affecting the Member,
 and this Deed takes effect accordingly.
- (k) Each Member is bound by this Deed and all approvals and acts under this Deed in relation to the Member.

4.2 Cessation of membership

- (a) A Member ceases to be a member of the Fund when all the Benefits of the Member are paid or otherwise satisfied or dealt with under this Deed.
- (b) If no contributions are made in relation to a Member, that Member ceases to be a Member at the discretion of the Trustee or as otherwise set out in this Deed.

4.3 Special arrangements

- (a) A person may agree in writing with the Trustee that the membership of the person is subject to, or is varied in accordance with, the conditions contained in the agreement, including the amount of contributions to be made or benefits to be paid in respect of the person. Such agreement is binding on all interested persons without the need to amend this Deed.
- (b) The Trustee may (but is not obliged to) provide Members with the ability to direct that a separate investment may be made in respect of the Member being:
 - (1) a particular investment option or investment strategy;
 - (2) where permitted by the Superannuation Law, an investment in a specific asset.
- (c) Subject to SIS, if a separate investment is made for a Member under clause 4.3(b), it is made for the sole benefit of and at the sole risk of the Member and any income or gains or losses or expenses incurred in respect of that separate investment must be attributed to the Account or Benefits of the Member.
- (d) The Trustee is not liable for:
 - (1) acquiring, delaying acquiring, retaining or failing to dispose of; or

- (2) the performance of or for any loss attributable to,
any separate investment referred to in clause 4.3(c).

5 Contributions

- (a) Any person permitted by the Superannuation Law may contribute in respect of a Member in a manner as permitted by the Superannuation Law.
- (b) The Trustee in its absolute discretion may determine what contributions and other amounts may or must be paid to or accepted into the Fund.
- (c) The Trustee may repay from the Fund any contribution or other amount paid to it in error.

6 Trustee

6.1 Appointing and removing trustee

- (a) The Trustee may be:
 - (1) a Corporation provided that:
 - (A) where the Fund has only 1 Member:
 - (i) the Member is the sole director of the Corporation;
 - (ii) the Member is one of only 2 directors, and the 2 directors are relatives; or
 - (iii) the Member is one of only 2 directors, and the Member is not an Employee of the other director;
 - or
 - (B) where the Fund has more than 1 Member:
 - (i) no Member is an employee of another Member, unless the relevant Members are relatives;
 - (ii) each Member is a director; and
 - (iii) each director is a Member; or
 - (2) a natural person provided that:
 - (A) where the Fund has only 1 Member:
 - (i) the Member is one of only 2 Trustees, one of whom is the Member and the other is a relative of the Member; or
 - (ii) the Member is one of only 2 Trustees, and the Member is not an Employee of the other Trustee;
 - or
 - (B) where the Fund has more than 1 Member:

- (i) no Member is an Employee of another Member, unless the relevant Members are relatives;
 - (ii) each Trustee is a Member; and
 - (iii) each Member is a Trustee.
- (b) The Trustee may appoint an additional or substitute trustee of the Fund. The appointment must be in writing and comply with the Superannuation Law.
- (c) A trustee holds office until:
 - (1) the Trustee becomes a disqualified person under the Superannuation Law or is otherwise disqualified from that office by operation of law;
 - (2) the Trustee is removed from office by the Regulator or by notice in writing from the Members;
 - (3) the Trustee retires from office by giving 30 days' written notice to the Members (or such lesser period as the Members may agree); or
 - (4) if the Trustee is a natural person, that person dies or becomes of unsound mind.
- (d) Where the office of Trustee becomes vacant by the operation of clause 6.1(c)(4), the legal personal representative of the Trustee may by notice in writing appoint another natural person to act as the Trustee to fill the vacancy, and the person so appointed as Trustee will have the same Powers and may in every respect act as if he or she had originally been appointed the Trustee.
- (e) Any person permitted to do so by the Superannuation Law may act as a Trustee or as a director of a Corporation which is the Trustee.
- (f) Despite anything to the contrary in this Deed, the composition, appointment and removal of a Trustee must comply with the Superannuation Law, and any Trustee who holds office must not act in any manner which may prejudice any existing or potential taxation concessions of the Fund under the Superannuation Law.
- (g) A retiring Trustee must transfer the assets of the Fund and deliver the books and records relating to the Fund to the new or remaining Trustee.

6.2 Trustee's obligations

The Trustee must perform and exercise the Trustee's duties and Powers in the best interests of the Members and in all respects in compliance with the Superannuation Law.

6.3 Absolute discretion

- (a) Except as otherwise expressly provided in this Deed, the Trustee has absolute and uncontrolled discretion in the exercise of any Power and is not required to justify the exercise of, or failure to exercise, any Power.
- (b) The Powers conferred on the Trustee by this Deed are additional to the Powers exercisable by a trustee at law.
- (c) Subject to the Superannuation Law and clause 18, any determination made by the Trustee under this Deed to pay or apply any amount to or for the benefit of a Member or a Member's Dependant may at any time in the absolute discretion of the Trustee be varied, altered, revoked or replaced.

6.4 General Powers

Except as otherwise expressly provided in this Deed, the Trustee has complete management and control of the Fund and may, without limitation, exercise all the Powers of a natural person in order to:

- (a) properly administer and maintain the Fund;
- (b) exercise any Power;
- (c) perform its duties; and
- (d) pay Fund Expenses.

6.5 Authorised Persons

To the extent permitted by the Superannuation Law, the Trustee may appoint or remove any Authorised Person and pay the Authorised Person's fees from the Fund.

6.6 Confidentiality

Except to the extent reasonably necessary in the operation, management and administration of the Fund and in giving effect to this Deed, the Trustee and any Authorised Person must keep as confidential all information which becomes known to that person in connection with the operation, management and administration of the Fund.

6.7 Tax

- (a) Without affecting the generality of clauses 6.3 and 6.4, the Trustee may take any action which it may consider appropriate in paying or taking account of any Tax including:
 - (1) reducing or otherwise adjusting the amount of any benefit payable from the Fund;
 - (2) transferring a Tax liability to another person in a manner contemplated under the Superannuation Law;
 - (3) deducting amounts from accounts or from amounts before they are credited to accounts; and

- (4) establishing reserves and making provisions in the accounts of the Fund for payments from the Fund to relevant governmental authorities.
- (b) Without limiting clause 6.9(a), if Tax is payable by the Trustee on any payment to the Trustee under clause 6.8, the Trustee is entitled to be indemnified in respect of the amount of that Tax.

6.8 Payments to Trustee

- (a) The Trustee must not receive any remuneration from the Fund for work done or services performed as Trustee in connection with the Fund.
- (b) The Trustee is entitled to be reimbursed for Fund Expenses incurred by it in the administration and operation of the Fund.
- (c) If the Trustee or an Authorised Person performs work for the Fund in a personal capacity, he or she is entitled to be paid from the Fund all usual fees for work done by that person or any firm in which that person is a partner or an employee, including anything which could be done by an unqualified person.

6.9 Liability of Trustee

- (a) To the extent permitted by law but subject to clause 6.9(b), the Trustee and each Authorised Person is entitled to be indemnified from the Fund in respect of any liability (including for negligence) incurred while acting as Trustee or Authorised Person.
- (b) Clause 6.9(a) does not apply where the person seeking indemnity was dishonest (being guilty of actual fraud) or intentionally or recklessly failed to exercise, in relation to a matter affecting the Fund, the degree of care and diligence such person is or was required to exercise.
- (c) Without limiting clause 6.9(a), the Trustee may:
 - (1) effect or acquire an insurance policy in respect of any potential liability of the Trustee or an Authorised Person; and
 - (2) pay from the Fund premiums and other outgoings in respect of such insurance policy.

6.10 Reliance on opinions, advice or information

The Trustee and each Authorised Person may rely on, and are not liable for acting on, any opinion, advice or information obtained from a Regulator or a Qualified Adviser in connection with the Fund.

6.11 Action notwithstanding interest

- (a) Notwithstanding that a person is a Member or in any way associated with the Fund, such person may act as delegate, director, agent or adviser of the Trustee.
- (b) Neither this Deed nor a fiduciary relationship created in equity or under the Superannuation Law restricts any person from:

- (1) acting as the Trustee, a director of the Trustee or as an Authorised Person;
- (2) participating in the Fund;
- (3) doing business with the Fund or the Trustee; or
- (4) being involved with or interested in any person who participates in, or does business with, the Fund or the Trustee.

7 Investments of Fund

- (a) Subject to the Superannuation Law, the Trustee may invest, deal with or deploy the assets of the Fund in any manner or form which the Trustee may consider to be a suitable investment for the Fund as if it were the sole and absolute legal and beneficial owner of those assets.
- (b) The Trustee must at all times:
 - (1) maintain separate records to enable identification of the property of the Fund; and
 - (2) use the property of the Fund only for the purposes of the Fund.

8 Changes to Deed

This Deed may be changed, amended, resettled, replaced or merged with any other trust either prospectively or retrospectively by the Trustee by way of deed.

9 Accounts and Records

9.1 Accounts and records

- (a) The Trustee must keep records and financial accounts of the Fund as required by the Superannuation Law.
- (b) The accounts and records prepared under clause 9.1(a) must be audited by the Auditor annually and at any other intervals determined by the Trustee and the Auditor must certify to the Trustee the result of each audit in writing.
- (c) The Trustee must obtain any certificate from an actuary that is required by the Superannuation Law.

9.2 Auditor

- (a) The Trustee must appoint an auditor to audit the records and financial accounts of the Fund and to provide reports as required by the Superannuation Law.
- (b) The Auditor may be removed by the Trustee and, if so, the Trustee must appoint another person to act as Auditor.

- (c) Each appointment of an Auditor will be on terms determined by the Trustee.

9.3 Accounts

- (a) The Trustee may establish and maintain any Accounts it considers suitable including Accounts to record the benefits of the Members. It must credit and debit those accounts with any portion of any Fund assets or any Fund Expense it determines is attributable to those accounts and may otherwise credit and debit those accounts with any other amount and in any other manner it considers appropriate.
- (b) Without limiting clause 9.3(a), the Trustee may establish and maintain Reserve Accounts in which must be credited or debited as the case requires:
 - (1) any amount not required to meet current benefit liabilities;
 - (2) any amount which is forfeited or deducted from a benefit or from a Member's interest in the Fund in accordance with this Deed and which is not otherwise applied as provided in this Deed;
 - (3) Fund Expenses to the extent determined by the Trustee that have not been deducted from a Member's Account;
 - (4) any amount of the Surplus or Deficiency allocated to the Reserve Account by the Trustee under clause 9.4(b); and
 - (5) any other amounts the Trustee determines should be credited or debited to the Account, including in augmenting any Benefit actually or prospectively payable to or in respect of a Member or a former Member or any Dependant of a Member pursuant to this Deed.
- (c) The Trustee may maintain within the Reserve Account any sub-account it considers suitable and may credit or debit the relevant sub-account with any amounts which may be debited or credited to the Reserve Account in accordance with this Deed.

9.4 Surplus and Deficiency

- (a) At least once a year, and at any other times determined by the Trustee, the Trustee must:
 - (1) cause the Fund (other than a Policy to the extent it provides insurance solely against risk) to be valued; and
 - (2) subject to clauses 4.3(b)(2) and 4.3(c), determine the amount of the Surplus or Deficiency in the Fund which, in the opinion of the Trustee, it is appropriate to allocate to each Member's Account and Reserve Accounts, if any.
- (b) The amount of any Surplus or Deficiency determined under clause 9.4(a) must be apportioned between and allocated to each Member's Account and Reserve Accounts, if any, in the manner and on the basis determined by the Trustee, either generally or in any particular case.

- (c) In determining the Surplus or Deficiency from time to time:
 - (1) the Trustee must have regard to the income of the Fund, appreciation or depreciation in the value of the assets (including unrealised assets) of the Fund, the liabilities (including unrealised liabilities) of the Fund, the Fund Expenses and any other matters the Trustee may consider appropriate; and
 - (2) subject to the Superannuation Law, the Trustee may generally adopt whatever assumptions, methodology and procedures the Trustee considers appropriate or expedient, either generally or in any particular case, including:
 - (A) methodology and procedures concerning the method and basis of valuing particular assets;
 - (B) the intervals at which valuations must be carried out; and
 - (C) the reserving or averaging of income.

10 Benefits

- (a) The amount of a Benefit payable from the Fund to or in respect of a Member is:
 - (1) the value of the accounts maintained in respect of the Member together with the proceeds of any Policy received in respect of the Member; or
 - (2) otherwise as set out in this Deed or as determined by the Trustee in its absolute discretion.
- (b) A Benefit may be paid to a Member when the Member becomes entitled but must be paid to a Member when the Member is obliged under the Superannuation Law to receive a benefit from the Fund.
- (c) Subject to the Superannuation Law:
 - (1) a Benefit must be paid to a Member as a Pension Benefit unless an election has been made by the Member and agreed to by the Trustee, to commute the Benefit in whole or in part, or by instalments, or by a transfer in specie;
 - (2) the Member's Death Benefits must be paid in accordance with clause 18 unless the Member is receiving a pension and has nominated one or more reversionary beneficiaries in accordance with clause 10 (j); and
 - (3) unrestricted non-preserved benefits may be paid at any time but the Trustee is not required to so pay such Benefits.
- (d) For the purpose of clause 10(c)(1), a Member may select the form of the Pension Benefit payable to the Member.
- (e) The Trustee is not required to pay a Benefit unless the person claiming the Benefit:

- (1) makes proper application to the Trustee in the form required by the Trustee;
 - (2) provides information to the Trustee as requested by it to substantiate such Benefit; and
 - (3) gives instructions in relation to the method of payment of the Benefit which are acceptable to the Trustee.
- (f) A Benefit is calculated as at the date the event which gave rise to the entitlement of the Member occurred and may include any Surplus or Deficiency (as the case may be) if the Trustee so determines.
 - (g) The Trustee may pay all or part of a Benefit by the transfer of an asset or assets.
 - (h) The Trustee may pay a Benefit of a Member, who in the Trustee's opinion is not capable of receiving that Benefit or managing his or her affairs, to any person for the benefit of the Member.
 - (i) Any amount held in the Fund which is not allocated to any Member or to any account or which may not or cannot be paid or which is not payable by the Trustee to any Member may be dealt with as the Trustee determines for any purpose determined by the Trustee which is permissible under the Superannuation Law including:
 - (1) the reduction of contributions of a Member;
 - (2) to meet Fund Expenses; or
 - (3) the augmentation of any Benefit actually or prospectively payable to or in respect of a Member or a former Member or any Dependant of a Member pursuant to this Deed.
 - (j) A Member who receives a Pension Benefit may nominate one or more reversionary beneficiaries to receive pension payments after the Member's death. The nomination must be in the form prescribed by the Trustee.
 - (k) An election made by a Member under this clause must be in writing and where applicable in the form as prescribed by the Trustee from time to time.

11 Allocated Pension

11.1 Restrictions on payment of an Allocated Pension

Subject to clause 11.2, where a Member is to receive an Allocated Pension, the following provisions apply:

- (a) subject to clause 11.1(b), notwithstanding that the size of payments of a benefit in each financial year is not fixed, pension payments must be made at least once in each financial year until the whole of the Member's share of the net assets of the Fund in respect of that Member's Allocated Pension has been exhausted;

- (b) if the Allocated Pension commences on or after 1 April in a year, the pension payments must be made in accordance with the Superannuation Law;
- (c) annual pension payments, other than by way of commutation:
 - (1) must be the amount specified by the Member from time to time but must not be less than the minimum level nor greater than any maximum level applicable under the Superannuation Law; or
 - (2) if the Member does not specify the amount to be paid, must be the minimum amount applicable under the Superannuation Law;
- (d) on the death of the Member where no reversionary beneficiary has been nominated under clause 10(j), or on the death of a reversionary beneficiary where no further reversionary beneficiary has been nominated, the Allocated Pension may be transferred to any person determined by the Trustee and, in either case:
 - (1) the pension can continue to be paid or it can be commuted;
 - (2) the pension does not form part of the Member's Death Benefit; and
 - (3) any residual capital may be paid to any person determined by the Trustee;
- (e) subject to clause 11.1(d), the pension must be transferred to a reversionary beneficiary on the death of the Member or of another reversionary beneficiary;
- (f) neither the capital value of the pension, nor any income from it, may be used as security for a borrowing; and
- (g) the Member (or a beneficiary under clause 11.1(d) or 11.1(e)) may request the Trustee to commute the Member's (or the beneficiary's) Allocated Pension at any time.

11.2 Variations to enable compliance with Superannuation Law

The Superannuation Law contains specific provisions governing the payment of pensions. Accordingly, the Trustee may vary any of the provisions of clause 11.1 or impose additional conditions in order to ensure that the Fund does not breach or fail to comply with the Superannuation Law.

12 Non Complying Fixed Term Pension

12.1 Restrictions on payment of a Non Complying Fixed Term Pension

Subject to clause 12.2, where a Member is to receive a Non Complying Fixed Term Pension, the following provisions apply:

- (a) pension payments must be made at least annually until the whole of the Member's share of the net assets of the Fund in respect of that Member's Non Complying Fixed Term Pension (as determined by an actuary) has been exhausted;

- (b) notwithstanding that the size of the payments of a benefit in a financial year is fixed, the amount may be varied by agreement between the Trustee and the Member;
- (c) where the pension is reverted or commuted, the reversionary component or the commuted amount (whichever is applicable) must not be greater than 100% of the benefit that was payable before the reversion or the commutation;
- (d) the pension must not be transferred to a person other than a reversionary beneficiary on the death of a Member or of another reversionary beneficiary; and
- (e) the capital value of the pension and the income from it must not be used as security for a borrowing.

12.2 Variations to enable compliance with Superannuation Law

The Superannuation Law contains specific provisions governing the payment of pensions. Accordingly, the Trustee may vary any of the provisions of clause 12.1 or impose additional conditions in order to ensure that the Fund does not breach or fail to comply with the Superannuation Law.

13 Complying Lifetime Pension

13.1 Asset-Test Exempt Income Stream

Subject to clause 13.3, where a Member is to receive a Complying Lifetime Pension and for the purpose of ensuring that Pension Benefit is an Asset-Test Exempt Income Stream the following provisions apply:

- (a) if the pension is not a defined benefit income stream the amount paid as the purchase price for the pension is wholly converted into income;
- (b) subject to clause 13.1(c), the pension is payable at least annually throughout the life of the Member and, where applicable, the life of the reversionary beneficiary;
- (c) if the reversionary beneficiary is a child of the Member, the pension is payable at least annually until the reversionary beneficiary turns 16, or if the reversionary beneficiary is a full-time student who has turned 16, until the end of the reversionary beneficiary's full-time studies, or when the reversionary beneficiary turns 25, whichever occurs sooner;
- (d) the first payment relates to the period commencing on the date when the pension is purchased or otherwise acquired;
- (e) subject to clause 13.1(g), the total amount of the payments that may be made in the first year after the Pension Commencement Day will be determined in accordance with the schedule calculated by an actuary, prior to the commencement of the pension;

- (f) subject to clause 13.1(g), the total amount of the payments that may be made in a year other than the first year after the Pension Commencement Day:
 - (1) (not taking commuted amounts into account) does not fall below the total amount of the payments made in the immediately preceding year (in this clause referred to as **the previous total**); and
 - (2) may not exceed the previous total:
 - (A) if CPI is less than or equal to 4%, by more than 5%; or
 - (B) if CPI is more than 4%, by more than CPI plus 1%;
- (g) the total amount of payments that may be made in any year referred to in clause 13.1(e) or 13.1(f) may be varied only to allow commutation as permitted under clause 13.1(h);
- (h) without limiting clause 13.1(g), the pension cannot be commuted except:
 - (1) if the commutation is made within 6 calendar months after the Pension Commencement Day;
 - (2) (in the case of a commutation made for the benefit of a reversionary beneficiary, or the estate of the Member) on the death of the Member and within 10 years after the Pension Commencement Day;
 - (3) if the payment resulting from the commutation is transferred directly to the purchase of another pension arising under provisions which meet the requirements of section 9A or 9B of the Social Security Act; or
 - (4) to the extent necessary to pay any superannuation contributions surcharge that the recipient is liable to pay as purchaser of the pension;
- (i) if the pension is commuted, the commuted amount must not be greater than the benefit that was payable immediately before the commutation;
- (j) if the pension reverts, it does not have a reversionary component greater than the benefit that was payable immediately before the reversion;
- (k) the pension can only be transferred on the death of the Member, and only to a reversionary beneficiary;
- (l) the pension does not have a residual capital value; and
- (m) neither the capital value of the pension nor the income from it, can be used as security for a borrowing.

13.2 Pension RBL

Subject to clause 13.3, but without limiting or affecting clause 13.1 in terms of its purpose or application, where a Member is to receive a Complying Lifetime Pension and such Member has indicated to the Trustee that he or she wishes to qualify for a Pension RBL, the following provisions will apply in conjunction with the provisions in clause 13.1 but where there is any inconsistency, the provisions

in this clause 13.2 take precedence to those in clause 13.1 for the purpose of qualifying for the Pension RBL:

- (a) notwithstanding that the size of payments of benefit in a financial year is fixed, variation of the amount may occur to allow commutation to pay a superannuation contributions surcharge or for any other purposes provided that the Superannuation Law is satisfied;
- (b) unless a Regulator otherwise approves, the total amount of payments that may be made to a Member or to a Member's reversionary beneficiary nominated under clause 10(j) (as the case may be) in a year other than the first year after the Pension Commencement Day is:
 - (1) if the quarterly CPI for the same quarter in the immediately preceding year is not less than the quarterly CPI for the second last quarter before the day on which payment is to be made, an amount not less than the sum payable in the immediately preceding year; or
 - (2) if the quarterly CPI for the second last quarter before the day on which payment is to be made is less than the CPI for the same quarter in the immediately preceding year, an amount not less than the product of the sum payable in the preceding year and the CPI Percentage;
- (c) without limiting clause 13.1(g), the pension cannot be commuted except:
 - (1) on the death of the Member and within 10 years after the Pension Commencement Day in the case of a commutation made to the benefit of a reversionary beneficiary nominated by the Member under clause 10(j); or
 - (2) if the eligible termination payment resulting from the commutation is transferred directly to the purchase of another benefit provided under provisions which meet the requirements of the SIS Regulation 1.05(2), 1.05(3), 1.05(9), 1.06(2), 1.06(3) or 1.06(7);
- (d) the pension must not be transferred to a person other than a reversionary beneficiary on the death of a Member or of another reversionary beneficiary.

13.3 Variations to enable compliance with Superannuation Law and Social Security Act

The Superannuation Law and Social Security Act contain specific provisions governing the payment of pensions. Accordingly, the Trustee may vary any of the provisions of clause 13.1 and 13.2, or impose additional conditions in order to ensure that the Fund does not breach or fail to comply with the Superannuation Law or the Social Security Act.

14 Complying Fixed Term Pension

14.1 Asset-Test Exempt Income Stream

Subject to clause 14.3, where a Member is to receive a Complying Fixed Term Pension and for the purpose of ensuring that that Pension Benefit is an Asset-Test Exempt Income Stream, the following provisions apply:

- (a) if the pension is not a defined benefit income stream the amount paid as the purchase price for the pension is wholly converted into income;
- (b) the term of the pension must be:
 - (1) (in the case of a Member having a Life Expectancy of less than 15 years on the Pension Commencement Day) for a period equal to the Member's Life Expectancy; or
 - (2) (in the case of a Member having a Life Expectancy equal to or more than 15 years on the Pension Commencement Day) for a period being not less than 15 years but not more than the Member's Life Expectancy,
 rounded up (in each case) to the next whole year at the option of the Member, as permitted under the Superannuation Law;
- (c) a Member becomes entitled to be paid a fixed term pension on or after the day when the Member becomes of pension age;
- (d) the pension is payable at least annually;
- (e) the first payment relates to the period commencing on the day when the Member purchases or acquires the pension;
- (f) subject to clause 14.1(h), the total amount of the payments that may be made in the first year after the Pension Commencement Day will be determined in accordance with the schedule calculated by an actuary, prior to the commencement of the pension;
- (g) subject to clause 14.1(h), the total amount of the payments that may be made in a year other than the first year after the Pension Commencement Day:
 - (1) (not taking commuted amounts into account) does not fall below the total amount of the payments made in the immediately preceding year (in this clause referred to as **the previous total**); and
 - (2) may not exceed the previous total:
 - (A) if CPI is less than or equal to 4%, by more than 5%; or
 - (B) if CPI is more than 4%, by more than CPI plus 1%;
- (h) the total amount of the payments that may be made in any year referred to in clause 14.1(f) or 14.1(g) may be varied only to allow commutation as permitted under clause 14.1(i);
- (i) without limiting clause 14.1(h), the pension cannot be commuted except:

- (1) if the commutation is made within 6 calendar months after the Pension Commencement Day of the income stream;
- (2) if the payment resulting from the commutation is transferred directly to the purchase of another pension provided under provisions that meet the requirements of section 9A or 9B of the Social Security Act;
- (3) if the legal or equitable interest in the payment resulting from the commutation is transferred, on the death of the Member, to a reversionary beneficiary or (if there is no reversionary beneficiary) to the Member's estate; or
- (4) to the extent necessary to cover any superannuation surcharge that the Member is liable to pay in the Member's capacity as purchaser of the pension;
- (j) if the pension is commuted, the commuted amount cannot exceed the benefit that was payable immediately before the commutation;
- (k) if the pension reverts, it does not have a reversionary component greater than 100% of the benefit that was payable before the reversion;
- (l) the pension can only be transferred on the death of the Member, and only to a reversionary beneficiary, or to the Member's estate;
- (m) the pension does not have a residual value; and
- (n) the capital value of the pension and the income from it must not be used as security for a borrowing.

14.2 Pension RBL

Subject to clause 14.3, but without limiting or affecting clause 14.1 in terms of its purpose or application, where a Member is to receive a Complying Fixed Term Pension and he or she has indicated to the Trustee that he or she wishes to qualify for a Pension RBL, the following provisions will apply in conjunction with the provisions in clause 14.1 but where there is any inconsistency, the provisions in this clause 14.2 take precedence to those in clause 14.1 for the purpose of qualifying for the Pension RBL:

- (a) the pension which is payable at least annually may be made to the Member or to a reversionary beneficiary nominated by that Member under clause 10(j);
- (b) the total amount of payments that may be made in a financial year can be varied to allow commutation to pay a superannuation contributions surcharge;
- (c) without limiting clause 14.1(g), the pension cannot be commuted except:
 - (1) by payment, on the death of a reversionary beneficiary, to the benefit of another reversionary beneficiary or, if there is no other reversionary beneficiary, to the estate of the reversionary beneficiary; or
 - (2) if the eligible termination payment resulting from the commutation is transferred directly to the purchase of another benefit provided

under provisions which meet the SIS Regulation 1.05(2), 1.05(3), 1.05(9), 1.06(2), 1.06(3) or 1.06(7);

- (d) without limiting clause 14.1(1), the pension can be transferred:
 - (1) on the death of the Member to a reversionary beneficiary or, if there is no reversionary beneficiary, to the estate of the Member; or
 - (2) on the death of a reversionary beneficiary to another reversionary beneficiary or, if there is no other reversionary beneficiary, to the estate of the reversionary beneficiary.

14.3 Variations to enable compliance with Superannuation Law and Social Security

The Superannuation Law contains specific provisions governing the payment of pensions. Accordingly, the Trustee may vary any of the provisions of clause 14.1 and 14.2, or impose additional conditions in order to ensure that the Fund does not breach or fail to comply with the Superannuation Law or the Social Security Act.

15 Forfeiture

15.1 Forfeiture of benefits

Subject to clause 15.2, a Member or any other beneficiary:

- (a) who assigns or charges, or attempts to assign or charge, any interest in the Fund to which he or she may become entitled;
- (b) whose interest in the Fund, whether by their own act, operation of law or otherwise would, but for this clause, become payable to or vested in any other person or organisation;
- (c) who for any reason may be unable personally to receive or enjoy the whole or part of any interest in the Fund to which he or she may become entitled or, in the opinion of the Trustee, is incapable of managing his or her affairs; or

must, subject to the Superannuation Law, forfeit entitlement to all of his or her interest to which he or she may become entitled in the Fund or in any other situation permitted by the Superannuation Law, may forfeit entitlement to all of his or her interest to which he or she may become entitled in the Fund.

15.2 Exception to forfeiture

Clause 15.1 does not apply to cancel, forfeit, reduce, qualify or confer a discretion relating to the beneficial interest of a Member or other beneficiary in the Fund in the event that the Member or other beneficiary becomes bankrupt, commits an act of bankruptcy or executes a deed of assignment or deed of arrangement under the Bankruptcy Act 1966 or in any other event where the law prohibits such an application.

15.3 Application of forfeited benefits

- (a) Subject to the Superannuation Law, any interest forfeited pursuant to clause 15.1 must be credited to the Reserve Account.
- (b) If a forfeiture occurs in respect of a Member pursuant to clause 15.1 and, in the opinion of the Trustee, the event or circumstance giving rise to that forfeiture has ceased to affect that Member or that Member's property, the Trustee may secure such benefit in respect of that Member as the Trustee considers appropriate, having regard to any payment or application which may have already taken place under clause 15.3(a).

16 Adjustment of Benefits

- (a) The Trustee may adjust Benefits and rights in respect of a Member to take account of:
 - (1) any contributions which have not been paid;
 - (2) any Fund Expense;
 - (3) any incorrect, inaccurate or misleading information supplied, or lack of information supplied, in respect of a Member; or
 - (4) the extent to which an Insurer fails to provide insurance under a Policy, fails to pay or reduces the payment of any insurance proceeds, defers the payment of any proceeds, or imposes terms and conditions on which the insurance proceeds are payable.
- (b) The Trustee may deduct from a Member's interest in the Fund or from any money which would be payable to or for the benefit of the Member, and may retain in the Fund any amount determined by the Trustee to be owing to the Trustee or the Fund by that Member either solely or in conjunction with any other person on any account whatever.

17 Discharge and release

The Trustee is completely discharged in respect of any payment or transfer in accordance with this Deed by the payment or the transfer, including a payment or a transfer to a person the Trustee believes in good faith is entitled to the payment or transfer.

18 Payment of death benefits

- (a) A Member may, from time to time, give the Trustee a Death Benefit Nomination.
- (b) Subject to clauses 13 and 14, if:
 - (1) a Member dies;
 - (2) the Member has provided a Death Benefit Nomination;

- (3) the Member's Death Benefit Nomination has not been revoked by the Member and is effective under the Superannuation Law;
 - (4) the Member's Death Benefit Nomination complies with any requirements of the Superannuation Law in order to be binding on the Trustee; and,
 - (5) payment in accordance with the Member's Death Benefit Nomination would not be in breach of any Superannuation Law,
- the Trustee must pay the Member's Death Benefit in accordance with the Member's nomination set out in the Member's Death Benefit Nomination.
- (c) If:
- (1) a Member has no Dependant or legal personal representative;
 - (2) the Trustee is prohibited from paying the Member's Death Benefit pursuant to clause 18(b); or
 - (3) the Member has not given the Trustee a Death Benefit Nomination,
- the Trustee must pay the Member's Death Benefits to the person or persons and in the proportions as determined by the Trustee in any manner as permitted by the Superannuation Law, including as a lump sum or as a Pension Benefit or both.

19 Payments under Superannuation Law

The Trustee may (but is not obliged to) pay any Benefit where permitted by the Superannuation Law and must pay any Benefit where required by the Superannuation Law.

20 Recoupment

The payment of a Benefit is subject to the following conditions:

- (a) If the Trustee determines, after paying the Benefit, that the Trustee overpaid the amount of the Benefit to which the recipient was legally entitled the recipient:
 - (1) must repay to the Trustee on demand such amount as the Trustee determines should not have been paid to the recipient; and
 - (2) releases the Trustee from any loss or damage that the recipient may suffer as a result of the Trustee making the overpayment; and
- (b) If the Trustee does not receive in full the amount of the overpayment in clause 20(a)(1), the Trustee may recoup that amount from the Fund.

21 Pension

- (a) The Trustee and a Member may agree on the Pension Benefit to be paid to the Member and the manner in which it will be provided.

- (b) If the Member and the Trustee do not agree on the Member's selection of the Pension Benefit, the Trustee, in its sole discretion, must select the Pension Benefit, and purchase or provide the same on the Member's behalf.
- (c) The Trustee may, on being advised of an election by the Member under clause 10(c), change the composition of the Member's Benefit as between lump sum and Pension Benefits (as the case may be) to reflect that election, subject to this Deed, any relevant conditions determined from time to time by a Regulator, the Superannuation Law or the Social Security Act.

22 Transfers

22.1 Transfers

- (a) The Trustee may arrange for the transfer into the Fund of cash or property with:
 - (1) the person responsible for a Benefit Arrangement; or
 - (2) a person who is or was a participant in a Benefit Arrangement, on conditions agreed between the Trustee and the person.
- (b) The Trustee may pay a benefit of a Member to a Benefit Arrangement with or without the consent of the Member if the Superannuation Law permits.

22.2 Transfers under the Superannuation Law

The Trustee may, and if required by the Superannuation Law must, transfer benefits of a Member to a Benefit Arrangement or to the Regulator in the circumstances contemplated by the Superannuation Law.

23 Termination of Fund

23.1 Termination of Fund

- (a) The Trustee may terminate the Fund in its absolute discretion.
- (b) The Fund must be terminated if there is no Trustee or the Superannuation Law requires.

23.2 Application of Fund

Upon termination:

- (a) the net proceeds of the Fund, after meeting Fund Expenses, must be applied to or towards the payment of Members' Benefits in such form and manner and in such amount as the Trustee determines; and
- (b) the Trustee may deal with any remaining money or property in the Fund as it determines in its absolute discretion.

24 General

24.1 Proper Law

This Deed is governed by, and takes effect and must be construed in accordance with, the proper law of this Deed, which is the law of Queensland.

24.2 Notices

Any communication in connection with the Fund:

- (a) must be either in writing or if given orally must conform to instructions given by the Trustee;
- (b) may be given to a Member:
 - (1) at his or her residential address as set out in the Member's Fund membership application form; or
 - (2) at such other address last notified to the Trustee by the Member;and is deemed to be received by the Member on the earlier of:
 - (1) 3 Business Days after the notice is sent by mail; and
 - (2) the day the notice is received at the appropriate address; and
- (c) must be given to the Trustee at its address set out at the beginning of this Deed, or at such other address as last notified to a Member by the Trustee, and is effective only when received by the Trustee at the required address.

Executed as a deed:

Trustee

**Signed sealed and delivered by
John Russell Drapes**

in the presence of:

Witness

Name (please print)

Trustee

**Signed sealed and delivered by
Margaret Mary Drapes**

in the presence of:

Witness

Name (please print)

Trustee

Member

**Signed sealed and delivered by
John Russell Drapes**

in the presence of:

Witness

Name (please print)

Member

**Signed sealed and delivered by
Margaret Mary Drapes**

in the presence of:

Witness

Name (please print)

Member

**SUPERANNUATION FUND
DEED OF VARIATION**

**J & M Drapes
Retirement Fund**

Date of Deed: 15/09/07

Our ref: 2013:73364va (SMSF20062007)

THIS DEED is made on

15th September 2007.

Signed:

20/9/07

BY:

JOHN RUSSELL DRAPES and **MARGARET MARY DRAPES** both of 102
Chelford Street, Alderley, Queensland 4051 ('Trustee')

RECITALS:

- A The J & M Drapes Retirement Fund ('Fund') was established by deed dated 10 July 2002 ('Operative Deed').
- B The Trustee is the current trustee of the Fund.
- C Subject to certain provisos, clause 8 of the Operative Deed empowers the Trustee to vary the provisions of the Operative Deed.
- D The Trustee proposes to vary the Operative Deed to maintain the Fund as a self managed superannuation fund with flexibility to be recognised as another type of superannuation fund. Broadly, the variation will delete the provisions of the Operative Deed and replace them with this Deed.
- E Subject to rule 1, the purpose of the Fund is to provide superannuation benefits to Members, and in the event of their death, for their Dependants and to act for any other purposes as permitted from time to time by the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation Industry (Supervision) Regulations 1994* (Cth).
- F The Trustee desires to maintain the Fund as a complying superannuation fund under the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth).
- G The Trustee confirms that the proposed variation is in accordance with the provisos limiting variation of the Operative Deed and is not intended to give rise to any change in beneficial entitlement in the Fund.

PROVISIONS:

1. Subject to provision 2 below:
- 1.1. the Operative Deed (including any schedules thereto) is varied by deleting all of the operative provisions therein and replacing them with this Deed; and
- 1.2. this Deed is subject to the definitions in rule 29.
2. Subject to the Standards, any provisions or schedules in the Operative Deed that:
- 2.1. provide for the payment of Defined Benefit Pensions;
- 2.2. specify a perpetuity period;
- 2.3. provide for loans to Members; or
- 2.4. are currently utilised by the Trustee to provide for:
- (a) categories of membership; or
- (b) vesting of benefits;

are preserved and form part of this Deed ('Preserved Provisions'). To the extent of any inconsistency between the Preserved Provisions and the remaining provisions of this Deed (including any schedules thereto), the Preserved Provisions shall prevail.

3. This variation maintains the trust relationship and shall not give rise to any change in beneficial entitlement in the Fund or a resettlement of the Fund and shall be void to the extent that it would otherwise do so.
4. The Trustee confirms the provisions of this Deed in all other respects.

EXECUTED as a deed.

TRUSTEE

SIGNED SEALED AND DELIVERED by)
JOHN RUSSELL DRAPES in the presence of)
the following witness:)



SIGNED SEALED AND DELIVERED by)
MARGARET MARY DRAPES in the presence of)
of the following witness:)



**SUPERANNUATION FUND
DEED OF VARIATION**

**J & M Drapes
Retirement Fund**

Date of Deed: 15/09/07


Our ref: 2013:73364va (SMSF20062007)

DBA Butler
Pty Ltd
Lawyers

23 Union Street (PO Box 2085)
South Melbourne Vic 3205
Ph: (03) 9682 0903 Fax: (03) 9682 0907
dba@dbabutler.com.au www.dbabutler.com.au
ABN 74 120 513 037

THIS DEED is made on

15th September 2007.

Signed:  28/9/17

BY:

JOHN RUSSELL DRAPES and MARGARET MARY DRAPES both of 102
Chelford Street, Alderley, Queensland 4051 ('Trustee')**RECITALS:**

- A The J & M Drapes Retirement Fund ('Fund') was established by deed dated 10 July 2002 ('Operative Deed').
- B The Trustee is the current trustee of the Fund.
- C Subject to certain provisos, clause 8 of the Operative Deed empowers the Trustee to vary the provisions of the Operative Deed.
- D The Trustee proposes to vary the Operative Deed to maintain the Fund as a self managed superannuation fund with flexibility to be recognised as another type of superannuation fund. Broadly, the variation will delete the provisions of the Operative Deed and replace them with this Deed.
- E Subject to rule 1, the purpose of the Fund is to provide superannuation benefits to Members, and in the event of their death, for their Dependants and to act for any other purposes as permitted from time to time by the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation Industry (Supervision) Regulations 1994* (Cth).
- F The Trustee desires to maintain the Fund as a complying superannuation fund under the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth).
- G The Trustee confirms that the proposed variation is in accordance with the provisos limiting variation of the Operative Deed and is not intended to give rise to any change in beneficial entitlement in the Fund.

PROVISIONS:

- 1. Subject to provision 2 below:
 - 1.1. the Operative Deed (including any schedules thereto) is varied by deleting all of the operative provisions therein and replacing them with this Deed; and
 - 1.2. this Deed is subject to the definitions in rule 29.
 - 2. Subject to the Standards, any provisions or schedules in the Operative Deed that:
 - 2.1. provide for the payment of Defined Benefit Pensions;
 - 2.2. specify a perpetuity period;
 - 2.3. provide for loans to Members; or
 - 2.4. are currently utilised by the Trustee to provide for:
 - (a) categories of membership; or
 - (b) vesting of benefits;
- are preserved and form part of this Deed ('Preserved Provisions'). To the extent of any inconsistency between the Preserved Provisions and the remaining provisions of this Deed (including any schedules thereto), the Preserved Provisions shall prevail.

3. This variation maintains the trust relationship and shall not give rise to any change in beneficial entitlement in the Fund or a resettlement of the Fund and shall be void to the extent that it would otherwise do so.
4. The Trustee confirms the provisions of this Deed in all other respects.

EXECUTED as a deed.

TRUSTEE

SIGNED SEALED AND DELIVERED by)
JOHN RUSSELL DRAPES in the presence of)
the following witness:)



SIGNED SEALED AND DELIVERED by)
MARGARET MARY DRAPES in the presence of)
of the following witness:)



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This documentation has been prepared by DBA Butler Pty Ltd, Lawyers ('DBA') on its instructions contained in the order form. DBA provides no advice to the parties establishing the Fund or the person ordering the Fund unless it is requested to do so in writing. As superannuation and taxation laws are subject to continual change and substantial penalties can be imposed for any breach, expert advice should be obtained wherever in doubt. Except to the extent required by law, we disclaim all and any liability arising in any manner that does not relate to the documentation prepared on our specific instructions.

FUND PURPOSE

1.

- 1.1. While the Trustee is not a Corporate Trustee, the sole or primary purpose of the Fund is the provision of Old-Age Pensions to Members and, on their death, to their Dependants.
- 1.2. While the Trustee is a Corporate Trustee, the sole or primary purpose of the Fund is the provision of Benefits to Members and, on their death, to their Dependants.
- 1.3. Subject to the Standards, this Fund is not intended to be a Defined Benefit Fund, and the Trustee shall not:
 - (a) operate the Fund as if the Fund were a Defined Benefit Fund;
 - (b) accept a Member who would be a Defined Benefit Member; or
 - (c) convert a Member to a Defined Benefit Member, or the Fund to a Defined Benefit Fund;and the Trustee shall reject or disregard any applicant, Member, contribution or any other event that would otherwise cause the Fund to become a Defined Benefit Fund.
- 1.4. The Fund is intended to be an SMSF. However, during any period that the Fund's status is such that it is no longer an SMSF and is a Small APRA Fund or another type of fund permitted under the Standards, this Deed shall be read subject to the Fund's status at the relevant time.

FUND ASSETS

2.

- 2.1. The assets of the Fund shall consist of all the cash, investments, insurances and other rights or entitlements held in trust by the Trustee under the provisions of this Deed and shall include:
 - (a) any money or assets transferred into the Fund;
 - (b) any contribution (in money or kind) made to the Fund; and
 - (c) all profits, accumulations and Earnings of the Fund net of any Disbursements.
- 2.2. Subject to rule 6.2, a Member is not entitled to any specific asset belonging to the Fund and the Trustee shall have an absolute discretion in determining which assets shall be applied to provide funds for any amount which becomes payable in respect of a particular Member.
- 2.3. Every outgoing Trustee shall use its best endeavours, at the request of an incoming Trustee, to transfer its title to the assets of the Fund to the incoming Trustee and to assist the incoming Trustee to gain control of the Fund.

TRUSTEE

3.

3.1. Trustee

The Fund shall be vested in the Trustee and the Trustee shall hold the Fund assets subject to the provisions of this Deed. The Trustee shall be such individuals, Corporate Trustee, Approved Trustee, Acting Trustee or other person or company permitted or required to act as a trustee of the Fund from time to time by the Standards.

3.2. Appointment

- (a) Subject to the Standards and this rule, the Members may, by deed or written resolution, appoint a Trustee who is not a Disqualified Person and who has consented to that appointment in writing.
- (b) Subject to rules 3.2(c) and 3.2(d), the LPR shall exercise the decision making in relation to the appointment of a Trustee, which may include the LPR, if there is an LPR of a deceased Member (in respect of whom an Interest remains in the Fund) or an LPR of a Member under a legal disability.
- (c) A Member who is an individual Trustee may, by deed or other written instrument, nominate an LPR to act as a Trustee ('**Successor Trustee**') in the event of the Trustee's death or the Trustee coming under a legal disability. This nomination is subject to the LPR consenting in writing to the appointment (whether at the time of nomination or appointment) as Successor Trustee, and the appointment is effective until the first of any of the following events occur:
 - (i) the Successor Trustee resigns by giving written notice to the other trustees;
 - (ii) Benefits in respect of the Member commence to be payable in the event of the Member's death; or
 - (iii) the Member ceases to be under a legal disability.Any Successor Trustee shall have the same voting rights as the Member would have otherwise had as Trustee or Member, as the case may be.
- (d) Subject to the Standards and the Trustee's discretion to determine otherwise, during any period that the Fund is an SMSF each individual Trustee or each director of a Corporate Trustee shall:
 - (i) be a Member of the Fund and satisfy any eligibility criteria to be an individual trustee or director of a Corporate Trustee as prescribed by the Standards; or
 - (ii) satisfy such alternative test that is permitted by the Standards providing for such situations as:
 - (A) single Member SMSFs;
 - (B) if a Member has died;
 - (C) if a Member suffers from a legal disability (including a person under a legal disability because of age);
 - (D) if a Member is under a legal disability due to age and does not have an LPR;

- (E) if a Member has appointed an LPR under an enduring power of attorney; or
 - (F) if a Benefit in the Fund is subject to a Payment Split or a Non-Member Spouse interest has been created pursuant to the SISR for a Non-Member Spouse who was not a Member of the Fund immediately before the operative time for the Payment Split; or
- (iii) satisfy such other requirements permitted by the Standards or the Regulator.
- (e) Subject to the Standards and the Trustee's discretion to determine otherwise, during any period that the Fund is a Small APRA Fund the Trustee shall:
 - (i) be an Approved Trustee authorised to act as trustee of the Fund; or
 - (ii) satisfy such other requirements permitted by the Standards or the Regulator.
- (f) Subject to the Standards and the Trustee's discretion to determine otherwise, during any period that the Fund is not an SMSF or a Small APRA Fund, the Trustee shall satisfy such of the requirements prescribed by the Standards or the Regulator in relation to the Trustee and the decision making of the Trustee.
- (g) Subject to the Standards, the Regulator may appoint an Acting Trustee on such terms and conditions as the Regulator may specify.

3.3. Vacancy

Subject to the Standards, the office of a Trustee shall:

- (a) become vacant if:
 - (i) the Trustee resigns as trustee by executing a deed or written resolution or in some other manner authorised by the Standards;
 - (ii) the Trustee becomes a Disqualified Person, unless that person can continue in office by compliance with guidelines of the Regulator or otherwise in accordance with the Standards;
 - (iii) Members who either individually or in total have aggregate Account balances greater than half of the total value of all Account balances in the Fund attributable to Members may, by deed or written resolution, remove an individual trustee, Corporate Trustee or Approved Trustee as the case may be, from office;
 - (iv) if the Fund is an SMSF, an individual trustee or a Corporate Trustee can no longer comply with the requirements of being a trustee of such a fund (unless that person or company can continue in office by compliance with guidelines of the Regulator or otherwise in accordance with the Standards for any extended period); or
 - (v) if the Fund is a Small APRA Fund, the Approved Trustee can no longer satisfy the requirements of being a trustee of a Small APRA Fund unless the Trustee can continue in office by compliance with guidelines of the Regulator or otherwise in accordance with the Standards; and
- (b) if necessary to comply with the Standards, be filled as soon as practicable on any vacancy.

3.4. Notification Requirements

If required by the Standards and subject to rule 23.2, a declaration, notification or other document prescribed by the Standards shall be completed and lodged with the Regulator within the required time on a change in the office of Trustee or change in the directorship of a Corporate Trustee.

3.5. Decisions — Individual Trustees

If the Trustee comprises:

- (a) no more than two individuals, trustee decisions shall require unanimous approval; or
- (b) more than two individuals, trustee decisions shall require majority approval;

and if there is any deadlock in making any decision, each trustee's vote shall be weighted in relation to the value of each of their respective total Account balances (if any) in the Fund unless the Standards prescribe otherwise.

3.6. Meetings — Individual Trustees

Trustees may communicate with each other and meet together for the dispatch of business and adjourn and otherwise regulate their business as they think fit and, unless the Standards prescribe otherwise:

- (a) the Trustees may confer or communicate via any means as the Trustees by resolution approve including any electronic means, and a resolution passed by such a conference or communication method shall, notwithstanding that the Trustees are not present together in the same place at the same time, be deemed to have been passed at a Trustees' meeting held on the day on which and the time at which the conference or communication was last held;
- (b) if there is any interruption to a conference of Trustees using any of the means set out in rule 3.6(a), the Trustees have a discretion to determine that the interruption constitutes an adjournment of the conference until the time communications are reconnected or the Trustees determine;
- (c) minutes of any conference or Trustees' meeting may be confirmed by facsimile, email or by such other means as the Trustees by resolution approve; and
- (d) if all the Trustees have signed a document or separate documents containing a statement that they are in favour of a resolution of the Trustees in the terms set out in the document, a resolution in those terms shall be taken to have been passed at a Trustees' meeting held at the time at which the document was signed by the last Trustee required to sign that document.

3.7. Decisions and Meetings — Corporate Trustees

Where the Trustee comprises a Corporate Trustee, Trustee decisions and meetings shall be in accordance with the articles of association, constitution or governing rules of the Corporate Trustee unless the Standards prescribe otherwise.

3.8. Trustee Remuneration

Subject to rule 5 and the Standards:

- (a) during any period while the Fund is an SMSF, neither a director of a Corporate Trustee nor an individual who is a Trustee shall be entitled to receive remuneration from the Fund for their services unless remuneration is permitted under the Standards;

- (b) subject to rule 3.8(a), any trustee engaged in any profession or business may, notwithstanding their office of Trustee, act in a professional capacity, and shall be entitled to charge and be paid not more than a commercial rate for all professional and other charges for any business or work or act done by them, their firm, or their company, in connection with the Fund including acts which a trustee could have done personally; and
- (c) subject to rule 3.8(a), a Trustee shall not be required to make an election between professional charges and any commission or fees otherwise authorised by the Members, statute or a court of law and an Approved Trustee or acting trustee shall be entitled to its normal fees, charges and commissions including any amounts authorised by legislation.

TRUSTEE'S DUTIES

4. The Trustee must:

- 4.1. act honestly in relation to all matters concerning the Fund;
- 4.2. exercise, in relation to all matters concerning the Fund, the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with assets of another for whom that person felt morally bound to provide;
- 4.3. ensure that the Trustee's duties and powers are performed and exercised in the best interests of the Members;
- 4.4. keep the money and other assets of the Fund separate from any money and assets, respectively:
 - (a) that is held by the Trustee personally;
 - (b) that is money or assets of an employer or an associate; or
 - (c) that is otherwise not part of the Fund;
- 4.5. not enter into any contract, or do anything else, that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising its functions and powers;
- 4.6. formulate and give effect to one or more investment strategies that have regard to the whole of the circumstances of the Fund and the circumstances of particular Members including, but not limited to, the following:
 - (a) the risk involved in making, holding and realising, and the likely return from, the investments of the Fund having regard to the Fund's objectives and expected 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 in being exposed to risks from inadequate diversification;
 - (c) the liquidity of the Fund's investments having regard to the Fund's expected cash flow requirements; and
 - (d) the ability of the Fund to discharge its existing and prospective liabilities;
- 4.7. formulate and give effect to one or more strategies for the prudential management of any reserves held by the Fund consistent with the Fund's investment strategies and its capacity to discharge its liabilities, whether actual or contingent, as and when they fall due;

- 4.8. provide Members with access to any prescribed information and prescribed documents in accordance with the Standards; and
- 4.9. ensure that, where necessary under the Standards, a derivatives risk statement and related documentation is prepared and complied with.

TRUSTEE'S INDEMNITY

5.

- 5.1. Subject to the Standards, the Trustee and its directors or officers shall not be liable or responsible for any loss:

- (a) arising from a breach of trust or otherwise, unless the loss was caused by the Trustee's own fraud or dishonesty;
- (b) suffered as a result of relying on any professional advice or assistance, provided that the Trustee was acting in good faith;
- (c) suffered as a result of the delegation in good faith of any function, duty or obligation;
- (d) resulting from the Trustee complying with the Standards notwithstanding that the act or omission may constitute a breach of trust or non-compliance with the express provisions of this Deed; or
- (e) suffered by the Fund or any Member as a result of:
 - (i) no or insufficient or inadequate insurance being obtained by the Trustee, whether the loss was foreseeable or not; or
 - (ii) an insurer failing to pay, in whole or in part, an amount in respect of an insurance policy for whatever reason;

unless the Standards require that the Trustee and its directors or officers must remain liable or responsible for the act or omission resulting in the loss if the act or omission gave rise to a monetary penalty under the civil penalty order provisions of the Standards or otherwise.

- 5.2. The Trustee shall:

- (a) be fully indemnified out of the Fund for the costs of managing and administering the Fund and all other liabilities incurred by or on behalf of the Fund as required by the Standards; and
- (b) have a lien on and may use the assets of the Fund to satisfy this indemnity unless prohibited by regulation 13.13 or 13.14 or Part 5 of the SISR or otherwise by the Standards.

- 5.3. Unless otherwise agreed between interested parties, the Trustee's costs of obtaining advice, including legal, accounting, investment, financial, actuarial or other advice and all related assistance and information shall be met by the Fund.

INVESTMENT

6.

6.1. Fund Investments

- (a) Subject to rules 2 and 4 and the Standards, the Trustee shall ensure that all of the assets of the Fund are invested in such appropriate investments, in Australia or elsewhere, as the Trustee thinks fit including, without limitation:
- (i) any investment taken to be prudent under Trustee Law;
 - (ii) any mortgage or other security on freehold, leasehold or any other form of property even though the amount of the loan may exceed two-thirds of the value of the property and whether or not a report or valuation has been obtained on the value of the property;
 - (iii) on deposit or on loan, with or without security, at such rate of interest and upon such terms as the Trustee may consider reasonable;
 - (iv) the purchase or acquisition of any real or personal property and in particular (but not limited to) any chattels, machinery, plant, stock-in-trade, patents, trade marks, registered designs and copyrights or any interest in them;
 - (v) the giving or taking of leases, licences or options over real or personal property or any interest in respect of them;
 - (vi) the discounting of loans, mortgages, contracts, hire purchase agreements or leases;
 - (vii) the purchase or acquisition in any way of shares or stock (of any class or description) or of any type of bond, mortgage, debenture, note, option, instalment warrant, hedge, foreign exchange or currency, futures or derivative contract, or other like security or arrangement in or in respect of a company, other entity or asset, whether listed or unlisted and whether it is fully or partly paid up and whether secured or unsecured, registered or unregistered;
 - (viii) on deposit with or on loan to any bank, building society, credit co-operative or other financial institution and in any type of account, whether secured or not and the Trustee is empowered to open and operate accounts accordingly;
 - (ix) in financial instruments and the Trustee may draw, make, accept, endorse, discount, issue or otherwise deal with any promissory note, bill of exchange, bill of lading, cheque or other negotiable or transferable instrument;
 - (x) any policy or annuity whether by proposal, purchase or otherwise, and any choses in action, and any interests for life or any lesser term or in reversion;
 - (xi) the purchase or acquisition of or subscription for any unit or sub-unit in any unit trust, whether listed or unlisted, whether held individually or jointly and whether the units or sub-units are fully or partly paid up or whether their issue involves any contingent or reserve liability;
 - (xii) any business (including a business of primary production) including any direct or indirect interest in any business and if a Trustee has invested in a business the Trustee may, to the extent permitted by the Standards, carry

on the business or employ persons to carry on the business on behalf of the Trustee; or

- (xiii) any other investments which are acceptable under the Standards.
- (b) The Trustee shall not be empowered or authorised to:
 - (i) make loans to a Member or a relative of a Member;
 - (ii) borrow money on behalf of the Fund;
 - (iii) acquire assets, including any insurance policy, from an Employer, a Member, a related trust or any other related party; or
 - (iv) make loans, Leases or investments to or in an Employer, Member, a related trust or any other related party;

unless authorised by the Standards and only to the extent (if any) allowed by the Standards.

6.2. Separately Identifiable Assets

The Trustee may deal with specific assets of the Fund in respect of particular Members on a temporary or permanent basis in accordance with rules 6.2(a) or 6.2(b) respectively.

- (a) The Trustee may segregate an asset of the Fund from time to time as follows:
 - (i) acquire and maintain any specific assets for the purposes of paying any Benefit and acquire and deal with any insurance, annuities or similar arrangements for any Member;
 - (ii) establish, change or discontinue any sub-fund or class of Membership within the Fund with separately identifiable assets, Members and liabilities with interests in such part only held by the Members in that sub-fund or class of Membership as may be the case;
 - (iii) alter, exchange and segregate current Pension assets from non-current Pension assets and deal with the Fund as different sub-funds, segments or partitions in respect of current or non-current Pension assets;
 - (iv) apply, without obtaining any of the consents required by Trustee Law, any part of the Fund in its actual condition or state of investment in or toward satisfaction of any Benefit as the Trustee thinks fit; and
 - (v) if a specific asset is held for a Member or a class of Members, the value of the asset and the Earnings on such asset shall be reflected in the Accounts for that Member or class of Members or such other Accounts as the Trustee determines.
- (b) Notwithstanding any other provisions in this Deed, the Trustee may quarantine any asset of the Fund on an ongoing basis as follows:
 - (i) the Trustee may establish any sub-fund or class of Membership within the Fund with separately identifiable assets and Members and the Trustee shall record such assets in the Accounts of the Members of the particular sub-fund or class of Membership;
 - (ii) the Earnings on such assets shall only be reflected in the Accounts for those Members for whom the particular asset is held. Any Taxes and expenses payable in respect of the particular asset shall be debited to the Accounts of those Members for whom the asset or investment is held; and

- (iii) such assets shall not be transferred out of the Accounts of those Members under rule 22, other than for the purpose of providing a Benefit to those Members in accordance with this Deed.
- (c) The Trustee may ascertain and fix the value of the assets of the Fund and the liabilities to which the Fund is committed in accordance with the Standards, and every ascertainment or fixing of the value made under this rule shall bind all persons who are or may become interested in the Fund, including persons who do not have legal capacity and persons who are not yet Members.

POWERS

7.

- 7.1. The Trustee has an absolute discretion in carrying out any acts, matters and things it deems expedient for the purposes of the Fund. In the exercise of the powers, authorities and discretions conferred on the Trustee by law and the provisions of this Deed, the Trustee shall have an absolute and uncontrolled discretion to exercise or refrain from exercising all powers, authorities and discretions.
- 7.2. Unless otherwise required under this Deed or under the Standards, the Trustee is not obliged to give reasons for its acts or omissions.
- 7.3. The Trustee has the power, having regard to the Fund's status at the relevant time, to do anything that a trustee of a superannuation fund is permitted to do under the Standards and at law, including the power to:
 - (a) settle, compromise, commence, carry on or defend proceedings or submit to arbitration any claims, matters or things relating to the provisions of this Deed or the rights of any Member;
 - (b) purchase an interest in an Approved Fund to provide all or part of a pension or annuity or to provide all or a part of the Pension payable in respect of a Member and the pension or annuity shall be in the name of the Trustee or, if the Trustee shall so determine, in the name of the Member in accordance with the Standards;
 - (c) pay all Disbursements;
 - (d) sell, vary, improve, renovate or repair any investment and may exchange any investment for another investment;
 - (e) set aside out of the Fund from time to time such amount of money as is sufficient, in the Trustee's opinion, to meet any debt or obligation due or accruing;
 - (f) pay calls on shares or stock or units forming part of the Fund and to accept transfers of shares or Securities;
 - (g) assent to and concur in any arrangement, sale, transfer or exchange of any shares, stock, debentures or other Securities modifying any rights, privileges or interest in relation to the Fund and to agree to and concur in any scheme of arrangement for the increase or reduction of the value or amount of the same in the capital of any company, trust or other investment in which any shares, stock, debentures or other Securities forming any part of the Fund for the time being may be invested or agree to or concur in any rearrangement of its capital or its reconstruction or any arrangement made or proposed to be made by it for any purpose;
 - (h) subject to rule 6.1(b), lend money and to provide similar financial assistance and to secure the repayment of it in any manner and upon such terms and conditions,

including with or without security or with or without interest, as the Trustee determines;

- (i) subject to rule 6.1(b), borrow money and obtain similar financial assistance to pay Benefits or to settle Securities or for any other purposes permitted under the Standards;
- (j) indemnify or undertake to indemnify anyone or any body in respect of any claims, matters or things relating to the Fund or to the rights of Members in respect of the Fund;
- (k) insure or re-insure any risks, contingencies or liabilities of the Fund with any insurance company, mortgage insurance company, re-insurance company, any other entity willing to accept or underwrite the risk or any other fund as the Trustee determines;
- (l) underwrite or sub-underwrite any risks, contingencies or liabilities including any under a superannuation arrangement conducted by an Employer if there exists the possibility of transfers of Employees to the Fund;
- (m) procure the registration or recognition of the Trustee or the Fund in any country or place outside the jurisdiction of its place of incorporation or establishment, as the case may be;
- (n) subject to rule 1.3, complete any election or perform any act as required by the Standards, including changing the status of the Fund to or from an SMSF to a Small APRA Fund or other type of Approved Fund, accumulation, pension or any other type of fund permitted or required by the Standards; or
- (o) generally do any other act or thing as the Trustee considers necessary or expedient in respect of the management and administration of the Fund and to further the interests of the Fund.

7.4. The Trustee may exercise any of its powers or rights even if the Trustee is an Employer or a Member, an associate of an Employer or a Member, a related party or related trust or has a direct or personal interest in or benefit in the exercise of the power or right provided that the power or right is exercised in good faith and is in accordance with the Standards.

7.5. The Trustee may:

- (a) take out and maintain insurance over risks and liabilities in respect of the Fund including insurance:
 - (i) on the lives, disability and working capacity of Members;
 - (ii) in respect of the Fund's assets or trustee liabilities; and
 - (iii) in order to provide Benefits to Members and, on their death, to their Dependants or LPR;
- (b) transfer any insurance policy, annuity contract or other similar entitlement in the Fund to a Member in respect of any Benefit entitlement under the provisions of this Deed and the Trustee may determine the value, if any, that is attributable to the entitlement transferred;
- (c) reduce or abandon insurance cover in relation to a Member who consents thereto or whose age, ill health or other circumstances makes it too costly or impracticable to effect or continue such cover; and
- (d) meet the cost of insurance out of the Fund unless otherwise agreed between interested parties.

- 7.6. The Trustee may withhold Tax from any Benefit, contributions, Earnings, gains, assets, Disbursement or other payment received, receivable or paid or payable by the Fund and obtain and furnish any information and deal in or pay any Tax.
- 7.7. The Trustee may pay any Tax liability of a Member in respect of contributions received by the Trustee on the Member's behalf if permitted by the Standards.
- 7.8. The Trustee may obtain and, subject to its discretion, act (or refrain from acting) on any advice or obtain any assistance as it considers appropriate.
- 7.9. Subject to the Standards and this Deed, the Trustee may pay an amount or transfer assets to or in favour of a Member and the Trustee may accept an amount or assets directly or indirectly from a Member or any other party (if an amount is paid or assets are transferred to another party) provided its consent is obtained in respect of any such payment or transfer.
- 7.10. Subject to the Standards, the Trustee may delegate any functions, duties, discretions or obligations to any person, entity, custodian or organisation by enduring power of attorney, resolution or otherwise for any purposes and with any powers, authorities or discretions as it thinks fit, provided that any custodian or investment manager is appointed in writing. Similarly, the Trustee may remove, replace or suspend any person or organisation as it considers appropriate.
- 7.11. Subject to rule 8.4 and the Standards, the Trustee shall comply with and do all things necessary to give effect to orders, agreements or arrangements (whether formal or informal) including:
- (a) splitting orders, Payment Splits or interest splits;
 - (b) binding financial agreements and any superannuation agreements;
 - (c) flagging orders or flag-lifting agreements; and
 - (d) any similar orders or agreements for de facto relationships made pursuant to the Family Law Act.
- 7.12. The Trustee shall do or refrain from doing any other such thing as is necessary in order to comply with such orders, agreements or arrangements referred to in or contemplated by rule 7.11, and the Trustee shall, subject to the Standards, be entitled to charge reasonable fees and charges for such acts, matters or things.
- 7.13. Subject to the Standards, in the event that any Member of the Fund makes any claim, assertion, complaint, demand, request or otherwise in relation to the Fund or the Trustee that, in the Trustee's discretion, is frivolous, vexatious, fanciful or of little or no substance, even if the matter does not involve any legal action or third party, the Trustee can recover any expense or cost in relation to the administration, dispute resolution or any dealing in relation to that Member from their Account or interest in the Fund and shall not be under any obligation to notify that Member or any other Member of the Fund or person in relation thereto.
- 7.14. If the terms and conditions of a Pension or Lump Sum provided by this Fund are not expressly prescribed in this Deed either in whole or in part, the Trustee shall determine the terms and conditions under which that Benefit is provided. The Trustee must ensure that at least the minimum terms and conditions of the Standards relating to that type of Benefit are complied with.
- 7.15. The Trustee shall not discriminate against any person on the grounds of that person's sex or marital status or in any other manner that would infringe the *Sex Discrimination Act 1984* (Cth) or any other Australian law (including state or territory law) concerned with discrimination.

MEMBERSHIP

8.

8.1. Eligibility

Subject to rules 1.3, 3 and 8.2 and the Standards, the Trustee may admit any one or more of the following applicants to Membership:

- (a) a person under a legal disability, including a person under a legal disability because of age;
- (b) a person under 65 years of age, including a person who is or who is not Gainfully Employed;
- (c) subject to rules 9.3 and 9.4, a person 65 years of age or older;
- (d) subject to rule 8.4, a Spouse who becomes entitled to a Benefit or Interest in the Fund under an order or agreement made pursuant to the Family Law Act;
- (e) subject to rule 8.5, a Spouse who is entitled to contributions-splitting;
- (f) an Eligible Spouse; or
- (g) any other person authorised under the Standards.

8.2. Requirements for Membership

The Trustee shall only admit an applicant for Membership:

- (a)
 - (i) if the applicant has provided an Application for Membership Form to the Trustee, unless the Trustee determines that the applicant may apply for Membership by such other means the Trustee considers appropriate; and
 - (ii) subject to rule 3.2, if the Fund is an SMSF, the applicant is not a Disqualified Person and they intend to be appointed as an individual trustee or director of a Corporate Trustee, as the case may be, of the Fund; or
- (b) if the applicant (or person to be appointed as an individual trustee or director of a Corporate Trustee in place of the applicant under rule 8.2(a)(i)) and the Fund satisfy such other requirements as are prescribed by the Standards or the Regulator.

8.3. Conditional admission

The Trustee may admit an applicant as a Member of the Fund and attach special conditions to their Membership or Interest in the Fund.

8.4. Family Law — New Interests

Despite any other provision of this Deed and unless the Trustee determines otherwise in relation to a request under regulation 7A.05 of the SISR, a new interest in the Fund shall not be created for a Non-Member Spouse.

8.5. Spouse Contributions-Splitting

Despite any other provision of this Deed, if a Member requests the Trustee under any spouse contributions-splitting provisions of the Standards to create a new interest in the Fund for a Spouse, the Trustee may refuse to create the interest.

8.6. Evidence

Each applicant for Membership and each Member shall give to the Trustee full and accurate information and produce the documents and other evidence, including submitting to the health and medical checks and tests, as the Trustee may reasonably and lawfully require from time to time in connection with their Membership of the Fund.

8.7. Cessation

Subject to the Standards and the Trustee's discretion to determine otherwise, a Member shall cease to be a Member of the Fund upon the earliest to occur of the following:

- (a) when the Trustee determines that they have been paid all of their Interest from the Fund;
- (b) in relation to that Member's death; when the Trustee determines that all of the deceased Member's Interest has been paid or otherwise applied by the Fund towards the Beneficiaries of the deceased Member;
- (c) when the Trustee determines that their continued Membership may cause the Fund to become another type of fund;
- (d) when the Trustee requires that a Member cease their Membership of the Fund to comply with the Standards;
- (e) when the Member is required to cease their Membership of the Fund to comply with the Family Law Act or an agreement made pursuant to that Act;
- (f) if the Standards require cessation of Membership, then at such time as the Standards require; or
- (g) when the Trustee shall otherwise reasonably determine.

8.8. Members bound by Deed

Members shall be bound by the provisions of this Deed even though they have not read or obtained a copy of same upon becoming a Member of the Fund.

CONTRIBUTIONS

9.

9.1. The Trustee may accept contributions to the Fund of:

- (a) money;
- (b) securities listed on a prescribed stock exchange in Australia or elsewhere that are authorised by the Standards, subject to rule 6.1(b)(iii);
- (c) business real property, as that term is defined under the Standards; and
- (d) any other asset, subject to rule 6.1(b)(iii);

in respect of one or more Members by an Eligible Contributor only if and to the extent that the contributions are permitted under the Standards, but is under no obligation to do so.

9.2. Subject to the Standards, the Trustee may accept contributions made in respect of a Member who has not reached 65 years of age.

9.3. The Trustee may, subject to the Standards, accept contributions made in respect of a Member who has reached 65 years of age but not reached 75 years of age if:

- (a) the contributions are Mandated Employer Contributions;
 - (b) the Member has been Gainfully Employed on at least a Part-Time Basis in respect of the Financial Year in which the Trustee accepts those contributions; or
 - (c) otherwise permitted by the Standards.
- 9.4. The Trustee may accept contributions made on behalf of a Member who has reached 75 years of age if:
- (a) the contributions are Mandated Employer Contributions; or
 - (b) the contributions are otherwise permitted by the Standards.
- 9.5. The Trustee may not accept contributions, unless otherwise permitted by the Standards, if:
- (a) the Member's tax file number has not been provided to the Trustee, unless it is provided within 30 days of the Trustee receiving the contribution; or
 - (b) the contributions exceed the amount of the Member's Non-Concessional Contributions Cap.
- 9.6. If the Trustee receives an amount that is inconsistent with rule 9.5, then the Trustee shall return the amount to the Member within 30 days, or such other period prescribed by the Standards, of the Trustee becoming aware that the amount was received in a manner inconsistent with rule 9.5.
- 9.7. An Eligible Contributor is not bound to make any contribution to the Fund unless the Eligible Contributor is bound to make the contribution in accordance with a separate contribution agreement between the Trustee and the Eligible Contributor.
- 9.8. Contributions by an Eligible Contributor shall only be made to the Fund in amounts and at times acceptable to the Trustee.
- 9.9. The Trustee is authorised:
- (a) to reject any amount, in full or in part, tendered as a contribution to the Fund;
 - (b) without being bound to give any reason for its decision, to return to the contributor the whole or any part of a contribution, together with any Earnings thereon, which, in the Trustee's opinion:
 - (i) could prejudice the Fund's ability to comply with the Standards,
 - (ii) could cause the Fund to become another type of fund, or
 - (iii) that may otherwise be returned to the Member in accordance with the Standards; and
 - (c) to request information or documentary evidence to ensure the contributor is eligible to contribute to the Fund if the information provided in the application for Membership of a Member is, in the Trustee's opinion, insufficient for these purposes.
- 9.10. Subject to the Standards, the Trustee may hold rejected contributions and other amounts which do not form part of the Fund as a bare trustee for the contributor or the person otherwise entitled to the amounts.

BENEFITS

10.

10.1. Benefit election

If a Member becomes entitled to the payment of a Benefit from the Fund, the Member may, subject to the Standards, elect to receive their Benefit in one or more of the following types:

- (a) one or more Lump Sums;
- (b) one or more Pensions;
- (c) one or more Temporary Incapacity Income Streams;
- (d) one or more Miscellaneous Benefits, if the Member has satisfied the specific criteria relevant to each Miscellaneous Benefit elected by the Member;
- (e) one or more annuities acquired from one or more Approved Funds; or
- (f) any other type of Benefit permitted by this Deed or the Standards;

unless the Benefit must be provided in some other form under the Standards and provided that the sum of all Benefits does not exceed the total sum of balances of the Member's Accounts.

10.2. Requirements of election

Unless the Trustee determines otherwise, an election under rule 10.1 shall be in writing and indicate the desired amount or extent that a Lump Sum, Pension or any other Benefit contemplated in rule 10.1, as the case may be, is sought to be received and must be provided to the Trustee before the Benefit commences to be paid or within such further period as the Trustee permits. A Member may specify in any election relating to a Pension whether or not it is intended to be a Reversionary Pension and, if so, subject to rule 10.5(d), to whom and what other terms or conditions the Member would wish the Pension to be subject to.

10.3. Trustee's discretion

If a Trustee receives a request to provide a Benefit to a Member, the Trustee shall, subject to the Standards and any BDBN, determine the following:

- (a) whether such Benefit will be provided by the Fund to the Member as requested;
- (b) the amount of the Benefit;
- (c) the timing and frequency of any payment or payments, as the case may be;
- (d) if relevant, the commencement day of the Benefit;
- (e) which Account the Benefit is to be paid out of; and
- (f) any other characteristics necessary to provide the Benefit under the Standards;

provided that any such determination is subject to any specific requirements that the Benefit be provided in a particular manner or form. Should the Trustee determine that such a Benefit will not be provided, the request by the Member may be disregarded.

10.4. Proportioning of Interest and Benefits

- (a) If required by the Standards, where the Trustee determines to provide a Benefit to a Member on or after 1 July 2007, the Trustee shall:
 - (i) calculate the proportions of the value of the Member's Interest (excluding the value of that part of the Member's Interest that is, at the time of

calculation, used to provide a Pension) that the Tax Free Component and Taxable Component represent; and

- (ii) apply those proportions to the amount of the Member's Interest used to provide the Benefit;

so that the Tax Free Component and Taxable Component of the Benefit (and, in the case of a Pension, each payment made from the Pension) correspond to the proportions of those components comprise the Member's Interest as provided in rule 10.4(a)(i).

- (b) The relevant time for determining the value of the Member's Interest and the amount of the Tax Free Component and Taxable Component comprise that Interest is:
 - (i) if the Benefit to be provided by the Trustee is a Pension: when the Pension commences;
 - (ii) if the Benefit to be provided by the Trustee is a Lump Sum: just before the Lump Sum is provided to the Member;
 - (iii) if the Benefit is a Lump Sum that arises from the commutation of all or part of a Pension: when the Pension commenced; or
 - (iv) at such other time as required by the Standards.
- (c) Rule 10.4(a) shall not apply, or shall apply in a modified manner, to the following:
 - (i) an amount transferred in accordance with rule 22.6(b);
 - (ii) an allotment of a splittable contribution under rule 22.4;
 - (iii) a government co-contribution Benefit;
 - (iv) a superannuation guarantee Benefit;
 - (v) a Lump Sum that is a Disability Superannuation Benefit;
 - (vi) a Lump Sum with an element untaxed; or
 - (vii) in any other case provided by the Standards.

10.5. Payment of Benefit on Death

- (a) Upon the death of a Member, if required by the Standards, the Trustee shall pay, commence to pay or transfer to an Approved Fund for the purposes of payment, the deceased Member's Interest as soon as practicable pursuant to rule 18 and rule 19.
- (b) A Benefit paid under rule 10.5(a) in respect of a deceased Member's Interest shall be any one or more of the following types:
 - (i) a single Lump Sum;
 - (ii) an interim Lump Sum and a final Lump Sum, the total of which shall not exceed the Interest of the deceased Member in the Fund;
 - (iii) one or more Pensions;
 - (iv) one or more annuities acquired from one or more Approved Funds; or
 - (v) any other form permitted by the Standards.

- (c) If required by the Standards, the remaining balance of a Pension or Reversionary Pension paid under rule 10.5(a) shall be paid out of the Fund within the maximum period required by the Standards.
- (d) Unless otherwise permitted by the Standards, a Benefit paid under rule 10.5(a) to a Dependant who is a child of a Member, where the Member dies on or after 1 July 2007, shall be paid as a Lump Sum unless:
 - (i) the child has not reached 18 years of age; or
 - (ii) the child has reached 18 years of age and:
 - (A) is financially dependent upon the deceased Member and has not reached 25 years of age, provided that the Pension is paid to the child as a Lump Sum on the earlier of the following:
 - (1) the day on which the Pension is commuted or the term of the Pension expires (unless the Pension is rolled-over to commence a new Pension); and
 - (2) the day on which the child attains 25 years of age; or
 - (B) has a disability of the kind described in section 8(1) of the *Disability Services Act 1936* (Cth).

10.6. Preservation of Interest

The Trustee shall ensure, to the extent that an Interest is required to be preserved under the Standards, that:

- (a) the Interest is preserved in the Fund;
- (b) the Interest is transferred to an Approved Fund; or
- (c) the Interest is transferred to a Member or the Commissioner in accordance with rule 22.6(b);

in accordance with the Standards and the Trustee may make all determinations, notifications and elections in relation to the components or amounts of such Interest and may treat all or part of a Member's Interest as preserved even though such amount is not required to be preserved by the Standards.

10.7. Form of benefits

A Benefit may be paid either in money or in any other form of assets provided that the Benefit is paid in accordance with the Standards.

10.8. Member's debt

If a Member owes money to the Trustee or to a Contributing Employer or its associate, the Trustee may, subject to the Standards, reduce the Member's Interest by the Member's outstanding debt.

10.9. Insurance Proceeds

Any Insurance Proceeds received in respect of a Member may, subject to the Standards, be equal to the amount (if any) paid or obtained by the Trustee in respect of any insurance or assurance policy or arrangement undertaken in respect of a Member and any other amount including any taxation benefit or saving to which the Trustee is entitled, less any amount credited from that amount to any other Account.

10.10. Discharge

- (a) This rule is subject to rule 10.11.
- (b) The payment of all of a Member's Interests to or on behalf of a Member or a transfer to an Approved Fund of all of a Member's Interests shall be in full and final satisfaction and discharge of the Trustee's and the Fund's obligations in respect of that Member and all of their rights, entitlements and interests in the Fund.
- (c) If any Benefit is payable to a person who lacks legal capacity or is a Disqualified Person ('Recipient'), the Trustee may, subject to the Standards, pay a Benefit to the Recipient's Beneficiary, parent, guardian, or LPR, or may establish a trust for the Recipient with a suitable trustee ('Payee') and pay a Benefit to the Recipient's trust.
- (d) Where a Benefit is paid to a Payee in accordance with rule 10.10(c), it shall be subject to such terms and provisions as the Trustee determines, with associated costs of same being payable out of the Benefit, and:
 - (i) if the Payee is a professional person or carrying on a business, the Payee shall be entitled, subject to rule 3.8, to act as Payee and to charge fees accordingly;
 - (ii) the Payee shall be entitled to pay or apply the Benefit or any part of it at any time for the Recipient's advancement, maintenance, education or general well-being until they no longer lack legal capacity or are a Disqualified Person; and
 - (iii) the receipt by the Payee shall be a complete and final discharge to the Trustee for the application or payment.

10.11. Overpayment of Benefit

Despite anything to the contrary in rule 10.10, if an overpayment of any Benefit is made to or in respect of a Member, the Trustee shall, subject to the Standards:

- (a) reduce the Member's Benefit by the amount of the overpayment;
- (b) recover any amounts overpaid to the Member or any other party that has received the Benefit; or
- (c) undertake any such other measures to rectify the overpayment as the Trustee sees fit.

10.12. Asset-Test Exempt Pension

During any period in which a Benefit is provided as a Pension that is an Asset-Test Exempt Pension:

- (a) the Trustee shall ensure that it complies with any requirement of the Social Security Legislation necessary to retain its status as an Asset-Test Exempt Pension during any period it is provided as an Asset-Test Exempt Pension;
- (b) the applicable provisions of the Social Security Legislation, as relevant, apply to the extent of any inconsistency in preference to any applicable provision of the SISA and the SISR relating to the provision or commutation of that Pension to ensure the Pension qualifies as an Asset-Test Exempt Pension; and
- (c) the annual rate of indexation, if applicable, of that Pension shall be limited by the maximum rate set by the Social Security Legislation and shall be fixed for the

duration of the pension and shall not be varied unless variation is authorised by the Social Security Legislation or the Regulator.

LUMP SUMS

11.

11.1. Trustee discretion

Applications by Members for Benefits under this rule are subject to rule 1.1 and rule 10.

11.2. Regular Benefits

If a Member:

- (a) Retires;
- (b) attains 65 years of age; or
- (c) is otherwise entitled to a Lump Sum in accordance with the Standards;

the Member is entitled to receive a Lump Sum.

11.3. Death Benefits

If a Member dies, a Beneficiary is entitled to receive a Lump Sum.

11.4. Disability Superannuation Benefit

If a Member becomes Totally and Permanently Disabled, the Member is entitled to receive a Lump Sum.

11.5. Variation

A Member's Lump Sum may be varied by the Trustee utilising an amount in any other Account to fund such a Benefit.

ACCOUNT-BASED PENSIONS

12.

12.1. Trustee Discretion

Applications by Members for the payment of a Pension under this rule are subject to rule 10.

12.2. Regular Benefits

If a Member:

- (a) Retires;
- (b) attains 65 years of age; or
- (c) is otherwise entitled to an Account-Based Pension in accordance with the Standards;

the Member is entitled to receive an Account-Based Pension.

12.3. Death Benefits

Subject to rule 10.5(d), if a Member dies, a Beneficiary is entitled to receive an Account-Based Pension from the Member's Benefit.

12.4. Disability Superannuation Benefits

If a Member becomes Totally and Permanently Disabled, the Member is entitled to receive an Account-Based Pension.

12.5. Commutation and Variation

Subject to rules 1.1 and 22 and the Standards:

- (a) the Trustee may commute or transfer the whole or any part of an Account-Based Pension to a Lump Sum or any other Pension permitted by the Standards at any time; and
- (b) an Account-Based Pension may be varied by the Trustee as permitted by the Standards.

TRANSITION TO RETIREMENT INCOME STREAMS

13.

13.1. Trustee Discretion

Applications by Members for the payment of a Pension under this rule are subject to rule 10.

13.2. Regular Benefits

A Member is entitled to an Account-Based Pension on or after attaining Preservation Age if the Pension is paid as a Transition to Retirement Income Stream. A Transition to Retirement Income Stream may continue to be paid as an Account-Based Pension on satisfying rule 12.2.

13.3. Commutation and Variation

Subject to the limitations in rules 1.1, 22 and 29.81 and the Standards:

- (a) the Trustee may commute the whole or any part of a Transition to Retirement Income Stream to a Lump Sum or any other Benefit permitted by the Standards at any time; and
- (b) a Transition to Retirement Income Stream may be varied by the Trustee as permitted by the Standards.

ALLOCATED PENSIONS

14.

14.1. Trustee Discretion

Applications by Members for the payment of a Pension under this rule are subject to rule 10.

14.2. Regular Benefits

If a Member:

- (a) Retires;

- (b) attains 65 years of age; or
 - (c) is otherwise entitled to an Allocated Pension in accordance with the Standards;
- the Member is entitled to receive an Allocated Pension.

14.3. Non-Commutable Allocated Pensions

A Member is entitled to an Allocated Pension on or after attaining Preservation Age if the Pension is paid as a Non-Commutable Allocated Pension. A Non-Commutable Allocated Pension may continue to be paid as an Allocated Pension on satisfying rule 14.2.

14.4. Death Benefits

Subject to rule 10.5(d), if a Member dies, a Beneficiary is entitled to receive an Allocated Pension from the Member's Benefit.

14.5. Disability Superannuation Benefits

If a Member becomes Totally and Permanently Disabled, the Member is entitled to receive an Allocated Pension.

14.6. Commutation and Variation

Subject to rules 1.1 and 22 and the Standards:

- (a) the Trustee may commute or transfer the whole or any part of an Allocated Pension to a Lump Sum or any other Pension permitted by the Standards at any time;
- (b) the Trustee may commence to pay an existing Allocated Pension as an Account-Based Pension without the Member commuting or transferring their existing Allocated Pension if permitted by the Standards; and
- (c) an Allocated Pension may be varied by the Trustee as permitted by the Standards.

MARKET LINKED PENSIONS

15.

15.1. Trustee discretion

Applications by Members for the payment of a Pension under this rule are subject to rule 10.

15.2. Regular Benefits

If a Member:

- (a) Retires;
 - (b) attains 65 years of age; or
 - (c) is otherwise entitled to a Market Linked Pension in accordance with the Standards;
- the Member is entitled to receive a Market Linked Pension.

15.3. Non-Commutable Pensions

A Member is entitled to a Market Linked Pension on or after attaining Preservation Age if the Market Linked Pension is paid as a Non-Commutable Pension. A Non-Commutable Pension may continue to be paid as a Market Linked Pension on satisfying rule 15.2.

15.4. Death Benefits

Subject to rule 10.5(d), if a Member dies, a Beneficiary is entitled to receive a Market Linked Pension from the Member's Benefit.

15.5. Disability Superannuation Benefits

If a Member becomes Totally and Permanently Disabled, the Member is entitled to receive a Market Linked Pension.

15.6. Commutation and Variation

Subject to the limitations in rules 1.1, 22 and 29.48(a)(iv) and the Standards:

- (a) the Trustee may commute the whole or any part of a Market Linked Pension to a Lump Sum or any other Benefit permitted by the Standards at any time; and
- (b) a Market Linked Pension may be varied by the Trustee utilising an amount in any other Account to fund such a Pension.

TEMPORARY INCAPACITY INCOME STREAMS

16.

16.1. Trustee discretion

Applications by Members for the payment of a Pension under this rule are subject to rule 10.

16.2. Regular Benefits

If a Member:

- (a) suffers Temporary Incapacity; or
- (b) is otherwise entitled to a Temporary Incapacity Income Stream in accordance with the Standards;

the Member is entitled to receive a Temporary Incapacity Income Stream for such period and amount as determined by the Trustee.

MISCELLANEOUS BENEFITS

17.

17.1. Trustee discretion

Applications by Members for the payment of a Benefit under this rule are subject to rule 10.

17.2. Other Benefits

If:

- (a) the Trustee determines that a Member is entitled to a Benefit not otherwise specified in this Deed; and
- (b) the Benefit is permitted under the Standards;

the Trustee may pay such a Benefit to the Member to the extent permitted by the Standards, having regard to rule 7.14.

17.3. Severe Financial Hardship

If the Trustee determines that a Member is suffering severe financial hardship as prescribed by the SISR, the Member is entitled to receive a payment of such amount allowed by the SISR.

17.4. Compassionate Grounds

If the Regulator determines that a Member is eligible for a payment from the Fund on compassionate grounds, the Member is entitled to receive any such payment allowed by the SISR.

17.5. Temporary Residency

If a Member who is a temporary resident of Australia permanently departs Australia in circumstances as prescribed by the SISR and requests in writing the release of their Benefits, the Member is entitled to such Benefits as allowed under the SISR in respect of cessation of temporary residency.

17.6. Small Balances

If a Member's Gainful Employment with a standard employer-sponsor of the Fund is terminated and the Member's preserved Interest at the time of termination is less than:

- (a) \$200; or
- (b) such other amount prescribed by the SISR;

the Member is entitled to a Benefit as permitted under rule 10.1.

DEPENDANTS AND SUCCESSION

18.

If a Member has not provided the Trustee with a BDBN pursuant to rule 19 the Trustee may on or after the death of a Member in respect of the deceased Member's Interest:

- (a) subject to rule 10.5(d), determine whether the Interest is to be paid as a Lump Sum or a Pension or both; and
- (b) subject to rules 10.4 and 10.5(d), make any determination relating to the type, amount and the value of any particular assets or reserves in the Fund that will fund the payment of the Interest; and
- (c) if a Pension is provided (subject to rule 10.5(d) and the ability to pay a Pension on death to a Dependant under the Standards), determine the type of Pension, whether it is commutable or not, whether it is reversionary or not (including, if permitted by the Standards, whether an Allocated Pension is paid as a reversionary Account-Based Pension in accordance with rule 14.6(b)), and the Trustee may attach such other conditions to such Benefit as the Trustee determines; and
- (d) the Trustee shall:
 - (i) have regard to but shall not be bound by any nomination by the Member;
 - (ii) pay a Member's Interest in favour of either or both of the following:
 - (A) the Member's LPR; or
 - (B) one or more of the Member's Dependents (including one or more Preferred Dependents); and

- (iii) provided that if the Trustee has not, after making reasonable enquiries, found either an LPR, or a Dependant of the Member, pay the Member's Interest to an individual selected by the Trustee; or
- (e) pay a Member's Interest in favour of such other person (including any company, association or body) as the Standards or the Regulator permits; or
- (f) deal with the Interest either:
 - (i) in accordance with rule 22.7 to the extent required by the Standards; or
 - (ii) by cancelling the Interest and crediting the value of it to a reserve Account in the Fund to the extent permitted by the Standards.

BINDING DEATH BENEFIT NOMINATIONS

19.

19.1. Establishment of Binding Death Benefit Nominations

A Member may, prior to their death, provide the Trustee with a BDBN. The Member may specify in such BDBN:

- (a) that their Interest is to be paid on their death to one or more of that Member's Dependants or LPR, to the exclusion of any other Dependant or LPR;
- (b) subject to rule 10.4(a), the proportion of the Member's Interest, the value, the particular assets, any specified part or amount, the Accounts or the reserves in the Fund that will be used to pay the Interest to the persons in rule 19.1(a);
- (c) whether the amount is to be paid to each person in rule 19.1(a) as a Lump Sum, Pension or combination of Lump Sum and Pension and, if a Pension is provided (subject to rule 10.5(d) and the ability to pay a Pension to a Dependant on death under the Standards) the type of Pension, whether it is commutable or not and whether it is reversionary or not; and
- (d) any matter, other than what is covered in rules 19.1(a) to 19.1(c), to which the Trustee may consent.

19.2. Requirements for Binding Death Benefit Nominations

A BDBN must:

- (a) be in writing;
- (b) be signed, and dated, by the Member in the presence of two adult witnesses, neither of whom is mentioned as a Dependant or LPR in the BDBN; and
- (c) contain a declaration signed and dated by both the witnesses stating that the BDBN was signed by the Member in their presence.

19.3. Binding Death Benefit Nomination shall bind Trustee

Subject to rule 19.6, the Trustee shall be bound, on or after the death of a Member, to comply with the instructions set out in a valid BDBN (or a copy thereof) that has been received by the Trustee from that Member.

19.4. Revocation of Binding Death Benefit Nominations

A Member may revoke a BDBN made at any time prior to that Member's death by:

- (a) preparing a new BDBN and providing it to the Trustee, and this shall have the effect of revoking in its entirety and rendering completely inoperative any prior dated BDBN of that Member; or
- (b) notifying the Trustee in writing that the Member revokes their BDBN, and this shall have the effect of revoking in its entirety and rendering completely inoperative any prior dated BDBN of that Member.

19.5. Self Managed Superannuation Funds

If the Fund is an SMSF, a BDBN shall, subject to any terms and conditions contained in the BDBN which may otherwise render it void or inoperative, continue in full force and effect until it is revoked in accordance with rule 19.4, regardless of the time period that has elapsed since the execution date of that BDBN and despite the maximum duration of three years being specified in regulation 6.17A(7) of the SISR (which is applicable to BDBNs in relation to superannuation funds that are not SMSFs).

19.6. Binding Death Benefit Nominations subject to the Standards

The Trustee shall not be bound to comply with a BDBN and such BDBN will be rendered invalid to the extent that to comply with the BDBN would:

- (a) result in a breach of the Standards that would cause the Trustee or the Fund to suffer a penalty or commit an offence; or
- (b) result in a Member's Interest or any part thereof being paid:
 - (i) to a person who is, in the Trustee's reasonable opinion, neither a Dependant nor an LPR of that Member; or
 - (ii) as a Pension or a reversionary Pension to a child of a Member, where the Member dies on or after 1 July 2007, unless the exception in rule 10.5(d) applies or the Standards otherwise permit.

VESTING AND MEMBERSHIP CLASSES

20.

20.1. Subject to the Standards, no Interest in respect of a Member, other than a Minimum Benefit, shall vest in a Member or a Dependant after the happening of any of the following events:

- (a) the Member committing an act of bankruptcy or becoming an insolvent person under administration;
- (b) the Member assigning, securing or charging their Interest in the Fund (or attempting to do so); or
- (c) the Member's Interest whether by their own act, operation of law, an order of any court or otherwise becoming payable to or vested in any other person, company, government or other organisation;

and the Trustee shall be empowered to pay or apply any amount covered by this rule 20 in any manner as the Trustee determines in its absolute discretion from time to time provided that the payment or application is in accordance with the Standards.

20.2. Subject to rule 6.2(b), the Trustee may, in its discretion and subject to the Standards, establish, maintain or terminate:

- (a) classes of Membership; or

- (b) vesting of contributions or Interests.
- 20.3. Rule 20.1 shall not apply to any Interest that has already vested in a Member or that constitutes a Minimum Benefit.

ACCOUNTS AND ADMINISTRATION

21.

21.1. Establishment of Accounts

The Trustee may establish any Account the Trustee deems appropriate, including, without limitation:

- (a) a Member or Employer accumulation Account;
- (b) a Pension Account;
- (c) a reserve Account (including, without limitation, a Pension reserve, investment reserve and sundry reserve); and
- (d) any other Account, including any sub-Account.

21.2. Trustee to maintain Accounts

- (a) The Trustee shall ensure that the Accounts are properly maintained and may set policies and procedures for recording movements in respect of the Accounts.
- (b) Subject to the Standards, the Accounts established by the Trustee shall be managed by the Trustee and may contain such amounts as follows:
 - (i) Member and Employer accumulation Account: contributions made by or in respect of a Member (as applicable) in accordance with rule 9 and transfers, allocations, allotments or roll-overs in respect of a Member in accordance with rule 22;
 - (ii) Pension Account: assets funding a Pension;
 - (iii) reserve Account: the Trustee may access and obtain amounts for a reserve Account from contributions, Earnings, transfers and roll-overs under rule 22 and from any other source permitted under the Standards; and
 - (iv) any other Account: any amount which the Trustee determines.
- (c) The Trustee may manage a reserve Account for any purpose permitted under the Standards, including:
 - (i) to fund the payment of a Pension (including maintaining any solvency or other reserve to satisfy a current or non-current Pension liability);
 - (ii) to supplement any Account of any Member or class of Membership;
 - (iii) to accumulate amounts from Earnings and other sources to manage investment fluctuations and to utilise such reserves to supplement Earnings or for any other purpose that the Trustee determines;
 - (iv) to make a provision (including a provision under rule 23.4) for or fund the payment of a Benefit on the death of a Member to their Dependants;
 - (v) to fund the payment of a Temporary Incapacity Income Stream or the payment of a Benefit on Total and Permanent Disablement;

- (vi) to make provision for and to pay Disbursements; and
- (vii) to fund any other liability;

and the Trustee may determine what amounts are transferred in to and out of a reserve Account and make all other decisions including what assets are used to fund these Accounts.

21.3. Earnings

- (a) Earnings may be credited or debited to any Account provided that:
 - (i) credits shall not total an amount greater than Earnings in a period; and
 - (ii) the debits shall not total an amount greater than Earnings in a period;
 unless supplemented by an allocation of an amount from a reserve Account or the Trustee determines otherwise.
- (b) Earnings may be debited or credited to the Accounts, as the case may require, in respect of each Financial Year or in respect of such other period as the Trustee determines.
- (c) The Trustee may make any assumption or estimate in crediting or debiting any Earnings.
- (d) Subject to the Standards, the Trustee may determine not to apply any further Earnings to or in respect of a Member on a request made by the Member to the Trustee in writing. A Member may withdraw a prior request at any time after which the Trustee may apply Earnings to or in respect of that Member at the Trustee's discretion.
- (e) In the exercise of its discretion in determining allocations of Earnings to each Account under this rule, the Trustee shall have regard to, among other things:
 - (i) the Standards;
 - (ii) the amount in each Account;
 - (iii) any assets held in respect of a Member or class of Membership under rule 6.2 and any net income or loss from those assets;
 - (iv) length of Membership;
 - (v) investment strategies;
 - (vi) any professional or expert advice; and
 - (vii) the exchange and segregation of the assets of the Fund, if any, as assets set aside to meet Pension liabilities of the Fund under rule 6.2 or for other purposes of the Fund and the extent to which Earnings are attributable to those assets.

21.4. Applying Reserves

- (a) The Trustee may apply all or any part of a reserve Account for any purpose permitted under the Standards in respect of any Member or class of Membership or the Fund generally.
- (b) In making a determination to apply an amount from a reserve Account under rule 21.4(a), the Trustee shall first take into consideration any implications such application may have for a Member's Concessional Contributions Cap or Non-Concessional Contributions Cap.

TRANSFERS, ROLL-OVERS AND INTERNAL ROLL-OVERS

22.

22.1. Transfers and Roll-Overs into the Fund

- (a) Subject to the Standards, the Trustee may, upon the written request of an Eligible Contributor or, if the Trustee otherwise determines, allow a transfer, allocation, allotment or roll-over (including an internal roll-over amount or the commutation or roll-over of a Pension) ('Asset Transfer') to be made in respect of a Member into or within the Fund.
- (b) An Asset Transfer may be made with money, assets or a deemed amount or value of assets ('Notional Assets') passing from another Approved Fund, or an Account or Interest within the Fund, as the case may be.
- (c) The Trustee shall not accept a directed termination payment on or after 1 July 2007 unless permitted by the Standards.

22.2. Transfers and Roll-Overs from the Fund

- (a) Subject to the Standards, the Trustee shall, upon receiving a written request from a Member or, if the Trustee otherwise determines, allow an Asset Transfer to be made in respect of a Member from the Fund within the time required by the Standards
- (b) The Trustee may refuse to allow an Asset Transfer to an Approved Fund that is not a complying superannuation fund.
- (c) An Asset Transfer may be made with Notional Assets passing from another Approved Fund, or an Account or Interest within the Fund, as the case may be.
- (d) The Trustee shall withhold an amount from an excess untaxed roll-over amount if withholding tax is payable on the amount, unless otherwise required by the Standards.

22.3. Recording of Transfers and Roll-Overs to Interests in the Fund

In the event of the receipt of an Asset Transfer or the undertaking of an allotment in accordance with this rule, the Trustee shall ensure the Accounts are appropriately adjusted to comply with the Standards.

22.4. Spouse Contributions-Splitting

- (a) Subject to rule 8.5, this rule 22 and the Standards, the Trustee may, upon receiving a request from a Member, allot all or some of a splittable contribution that is a concessional contribution made by or in respect of the Member to or in respect of that Member's Spouse, provided that such allotment does not exceed the maximum amount that may be allotted as prescribed by the Standards.
- (b) Subject to the Standards, where a splittable contribution is allotted to a Member's Spouse in accordance with rule 22.4(a), the entire amount allotted to the Member's Spouse will form part of the Taxable Component of the Interest of the Member's Spouse.

22.5. Written Request Requirement

- (a) A written request received from a Member must contain such information prescribed by the Standards to enable an Asset Transfer both to and from an Interest, an Account or an Approved Fund under this rule.

- (b) Before allowing an Asset Transfer, the Trustee shall request such further information and documents as prescribed by the Standards as is necessary to facilitate the Asset Transfer if this is not provided by the Member in their written request.
- (c) The Trustee may, subject to the Standards, undertake an Asset Transfer even though the Member has not completed a written request or complied with this rule 22.

22.6. Mandatory Transfers and Roll-Overs

- (a) Subject to the Standards, the Trustee may facilitate an Asset Transfer in respect of a Benefit which is required to be paid to or in respect of a Member of the Fund to an Approved Fund, an Account or as a Benefit determined by the Trustee if a Member has failed to provide instructions in relation to the Asset Transfer within a reasonable time period of the Benefit first becoming payable.
- (b) If the Trustee is given a release authority, the Trustee shall facilitate an Asset Transfer in favour of the Commissioner or the Member, as the case requires, within 30 days after receiving the release authority or as otherwise required by the Standards.

22.7. Unclaimed money

The Trustee must comply with any Standards relating to unclaimed money where a payment is required to be made in respect of a Member who cannot be located after the Trustee making reasonable efforts and inquiries.

22.8. Discharge on Transfer

The receipt by the trustee of an Approved Fund of an Asset Transfer shall be a complete and final discharge to the Trustee and the Fund in respect of any liability to the Member in relation to their Benefit or the amount or value of the assets subject to that Asset Transfer.

22.9. Proportioning of Asset Transfer

If the Trustee determines to allow an Asset Transfer, rule 10.4 shall apply to the Asset Transfer (except an Asset Transfer effected under rule 22.6(b)) if required by the Standards as if the reference to Benefit in that rule was a reference to the Asset Transfer.

DISCLOSURE, RECORDS AND AUDITORS

23.

23.1. Notifications and Disclosure of Information

The Trustee shall cause any notifications and information to be provided by or in respect of the Fund, as required from time to time by the Standards, including the following if necessary:

- (a) an appropriate notification upon a person becoming (including a product disclosure statement, if required) or ceasing to be a Member;
- (b) changes to the office of Trustee or directors of a Corporate Trustee;
- (c) annual disclosures at the end of each Financial Year (or relevant period) in respect of a Member, the Fund or other person;
- (d) changes to the provisions of this Deed, including the name of the Fund;
- (e) contact and other details for the Fund;

- (f) a copy of this Deed, which shall be available for inspection by each Member; and
- (g) any other information specified by the Standards which must be provided to or may be requested by a Member, Employer, Regulator or any other person or entity at least once a year or at such other times as the Standards may prescribe.

23.2. Records and Record Keeping

The Trustee shall:

- (a) cause proper records to be maintained, and shall cause the relevant notifications and annual or other returns to be lodged with the Regulator, the Members and any other relevant authority in accordance with the Standards;
- (b) keep a record of all Trustee minutes and decisions relating to the Fund for a period of at least ten years; and
- (c) keep a record of the Fund's Accounts, financial statements and returns for a period of at least five years.

23.3. Financial Statements

- (a) The Trustee shall cause a statement of financial position, statement of financial performance and any other required financial statements to be prepared as soon as practicable after the end of each Financial Year and at any other times if necessary.
- (b) The Trustee may make any determination regarding the Fund's financial statements including whether to record the financial statements at cost or market value and whether the Fund is to be a reporting or non-reporting entity.

23.4. Provisions

- (a) The Trustee may make provision or adjustment in the Accounts for, among other things, all Disbursements, liabilities, Taxes, tax credits, rebates, offsets, depreciation, amortisation or revaluations as the Trustee considers appropriate.
- (b) The Trustee may adjust a Member's Interest or any Account in the Fund for any Taxes, tax credits, tax deductions, rebates, offsets or other entitlements in relation to a Member including, without limitation, any deduction entitlements under sections 295-470 and 295-485 of the ITAA 1997 (deductions for future liability to pay benefits and deductions for increased amount of superannuation lump sum death benefit) in respect of the death or disablement of a Member.
- (c) The Trustee may make any estimate or adjustment it deems appropriate in valuing any amount under rules 23.4(a) and 23.4(b).

23.5. Auditor

The Trustee must appoint an Auditor for each Financial Year or as required under the Standards within the time required by the Standards to:

- (a) audit the financial statements and the records of the Fund requiring audit;
- (b) report in writing to the Trustees; and
- (c) perform any related function.

VARIATION

24.

24.1. The Trustee may at any time, by deed or written resolution, vary this Deed and such variation shall apply on the date of variation or on a prospective or retrospective basis (including any provisions deemed to be included under rule 26) subject to rules 24.2 to 24.4.

24.2. Any amendment to this Deed shall continue to ensure that:

- (a) the Trustee of the Fund is a Corporate Trustee; or
- (b) the sole or primary purpose of the Fund is the provision of Old-Age Pensions.

24.3. No amendment shall reduce a Member's Interest accrued before the date of the amendment unless the Trustee has the written consent of any Member whose Interest would be reduced or adversely affected.

24.4. Despite rule 24.3, an amendment may reduce a Member's Interest accrued before the date of the amendment without obtaining the Member's consent if:

- (a) the reduction in Interest is required because of, and does not exceed the value of, any additional Tax payable on the Fund's Earnings due to such things as changes in Taxation laws;
- (b) the reduction is required to enable the Fund to comply with the Standards or the Regulator provides its written approval to the reduction; or
- (c) the amendment is otherwise authorised by the Standards;

and the Trustee need not observe any of the conditions in Trustee Law which may otherwise apply to the amendment or to the process of making the amendment.

WINDING-UP

25.

25.1. The Trustee shall wind-up and terminate the Fund in the manner provided by this rule when the first of the following events occurs:

- (a) agreement to wind-up the Fund is obtained between all Members and Beneficiaries of any unpaid Interest within the Fund of any deceased Member;
- (b) the Trustee decides that the continuation of the Fund is not reasonably justified;
- (c) the Fund is required to be wound-up to comply with the Standards; or
- (d) there are no Interests in respect of any Member, deceased or otherwise, within the Fund;

and the date when the first of the above events occurs, shall be referred to as the Wind-up Date.

25.2. The Trustee shall close the Membership of the Fund on the Wind-up Date and determine the amount or value of assets available for satisfying the amount credited to the Accounts of each Member after taking into account and making necessary provisions for the Disbursements and losses related to winding-up and finalising the Fund.

25.3. The Trustee:

- (a) shall roll-over or transfer to an Approved Fund any Interest of a Member that the Trustee cannot pay to the Member that can be satisfied by the amount determined under rule 25.2 in respect of each Member and any applicable reserve or surplus;
- (b) may make any adjustment to each Member's Interest and any applicable reserve or surplus on account of any surplus or deficiency arising during the course of and before finalising the winding-up of the Fund; and
- (c) may pay to each Member any Benefit that the Member requests;
 - (i) provided that:
 - (A) the Trustee shall not roll-over or transfer a Member's Interest (or a part of it) if such a payment, roll-over or transfer would be inconsistent with the Standards; and
 - (B) the Trustee may maintain any Interest in respect of a Member after the Fund is wound-up subject to similar trusts as contained in this Deed or roll-over or transfer the Member's Interest to an Approved Fund until the Member is entitled to be paid their Interest.

25.4. Where any amount remains after the winding-up and roll-over or transfer of Interests (as contemplated in rule 25.3), the amount so remaining shall, subject to the Standards, be paid to any person who has ever been a Member or to any other person or entity that the Trustee chooses in the proportions the Trustee considers reasonable and equitable.

25.5. The Fund shall be administered and the assets distributed or paid upon a winding-up so that the Fund does not infringe the Standards.

25.6. The payment, roll-over or transfer of a Member's Interest or other amount in accordance with this rule shall, subject to the Standards, be a complete and final discharge of the Trustee and the Fund in respect of that Member.

IMPLIED STANDARDS

26.

26.1. This rule 26 shall have a paramount effect to ensure that this Deed and the Fund complies with the Standards. To the extent that the Standards:

- (a) empower the Trustee to do something that the Trustee would not otherwise have power to do or is not otherwise required to comply with;
- (b) require compliance by the Trustee with the minimum requirements of the Standards; or
- (c) impose a less onerous requirement than this Deed;

those provisions shall, having regard to the Fund's status at the relevant time, be implied as part of this Deed and to the extent of any inconsistency prevail over the express provisions of this Deed.

26.2. If rule 26.1 no longer requires a provision referred to in rule 26.1 to override the provisions of this Deed, then that provision shall cease to have effect.

- 26.3. The Trustee is not to be taken to be in breach of this Deed if the Trustee is in breach of a provision implied by rule 26.1 if the contravention of the Standards is waived or is not enforced by the Regulator or any competent jurisdiction.
- 26.4. Despite rule 26.1 the Trustee may, after taking the advice of a lawyer experienced in superannuation, by resolution declare that any provision which would otherwise be implied by rule 26 shall not be so implied.
- 26.5. Rule 26.1 shall apply on a prospective basis from the date of commencement of this Deed or, for any standard that applies after that time, the date the relevant standard commences to operate, as the case may be. However, the Trustee may decide that the Standards shall apply on a retrospective basis or in an amended way, either in whole or in part.

APPLICABLE LAW

27. This Deed shall be construed in accordance with the laws of the state or territory in which the Trustee resides and the Commonwealth of Australia and to the extent the courts and tribunals of those jurisdictions have application to the Fund, their jurisdictions shall be exclusive except to the extent that the parties to a proceeding agree to another jurisdiction. If the Trustee comprises individuals who reside in different jurisdictions, the applicable Australian state or territory is, unless the parties agree otherwise, the one where the individual with the largest total Account balance resides.

INTERPRETATION

28. In this Deed, unless the context otherwise requires or the Trustee determines otherwise:
- 28.1. a reference to any person, company, association or body includes a reference to its respective authorised officers, agents, delegates, successors, assigns, LPR, executors and administrators;
- 28.2. references to any provision of the Deed, law, regulation, temporary modification order, ruling, circular or guideline are references to same as amended, consolidated, supplemented or replaced from time to time;
- 28.3. words importing any one gender include all genders and words importing the singular include the plural and vice versa;
- 28.4. a reference to a rule can be a reference to a distinct rule, sub-rule, paragraph, sub-paragraph or the like to simplify references throughout this Deed;
- 28.5. the table of contents and headings shall not be taken into account in the interpretation of this Deed;
- 28.6. if any question or dispute arises in respect of the Fund or in respect of the interpretation of the Deed, the Trustee's decision on the matter shall be final and binding;
- 28.7. references to the age of a Member or other person shall be read subject to the Standards, and if any stated age is inconsistent with the Standards, then the age in the Standards prevails; and
- 28.8. a reference to a word or term in this Deed, if that word or term has a defined meaning under the Standards but no express meaning in this Deed, has the same meaning as given by the Standards.

DEFINITIONS

29. The following words shall, unless the Trustee determines otherwise or the context requires otherwise, have the meanings shown below:

29.1. **Account** is a record of amounts held by the Trustee in the Fund;

29.2. **Account-Based Pension** means a Pension that commences on or after 1 July 2007:

(a)

(i) that cannot be transferred to another person other than to a Reversionary Beneficiary on the death of a Member or of another Reversionary Beneficiary;

(ii) that neither the capital value of nor the income from the Pension can be used as security for a borrowing;

(iii) that do not permit the capital supporting the Pension to be added to by way of contribution or roll-over after the Pension has commenced;

(iv) that is paid at least annually; and

(v) the total payments in a year (including any payments made under a Payment Split) in which there is an Account balance in respect of the Member, are at least the amount calculated under clause 1 of Schedule 7 of the SISR; or

(b) that otherwise complies with regulations 1.06(9A)(a), 1.06(9A)(c), 1.06(9A)(d), 1.06(9B), 1.07D of the SISR and the Standards relating to Account-Based Pensions; or

(c) that otherwise complies with such parts of the Standards as govern Account-Based Pensions;

29.3. **Acting Trustee** has the same meaning given to it in the Standards;

29.4. **Actuary** means a practising member of the Institute of Actuaries of Australia or any other actuary approved by the Standards;

29.5. **Allocated Pension** means a Pension that commences before 20 September 2007:

(a)

(i) that cannot be transferred to another person other than to a Reversionary Beneficiary on the death of a Member or of another Reversionary Beneficiary;

(ii) that neither the capital value of nor the income from the Pension can be used as security for a borrowing;

(iii) that is paid at least annually; and

(iv) in respect of payments from the Pension:

(A) for a Pension that has a commencement day on or after 22 December 1992 and before 1 January 2006 — the payments in a year (excluding payments by way of commutation but including any payments made under a Payment Split) are not larger or smaller in total than, respectively, the maximum and minimum limits calculated in accordance with Schedule 1A of the SISR; or

- (B) for a Pension that has a commencement day on or after 1 January 2006 — the payments in a year (excluding payments by way of commutation but including any payments made under a Payment Split) are not larger or smaller in total than the respective maximum and minimum limits for the year calculated in accordance with Schedule 1AAB of the SISR; or
 - (b) that otherwise complies with regulations 1.06(1A), 1.06(4), 1.06(5), 1.06(9B) and 1.07A of the SISR and the Standards relating to Allocated Pensions; or
 - (c) that otherwise complies with such parts of the Standards as govern Allocated Pensions;
- 29.6. **Approved Fund** means:
- (a) a superannuation fund (including this Fund, an SMSF, a Small APRA Fund and any other type of fund);
 - (b) an eligible roll-over fund;
 - (c) a retirement savings account;
 - (d) the Superannuation Holding Accounts Special Account;
 - (e) an insurance company;
 - (f) a registered organisation or similar entity; or
 - (g) any other fund, entity or arrangement that is recognised under the Standards including a pension fund, annuity arrangement, life assurance or insurance policy;
 - (h) which, among other things, can accept a transfer, allocation, allotment or roll-over from the Fund of a Member's Interest or is authorised to transfer, allocate, allot or roll-over a Member's Interest to or in respect of the Fund in accordance with the Standards;
- 29.7. **Approved Trustee** has the same meaning as that term is defined in the Standards;
- 29.8. **APRA** means the Australian Prudential Regulation Authority, and its authorised officers;
- 29.9. **Asset-Test Exempt Pension** means a Pension that is exempt from the assets test or income test in whole or in part under the Social Security Legislation;
- 29.10. **ATO** means the Australian Taxation Office, the Commissioner or, alternatively, some other official or body empowered with the administration of SMSFs and any of their authorised officers;
- 29.11. **Auditor** means an auditor who is:
- (a) registered under the *Corporations Act 2001* (Cth);
 - (b) a member or, if the Standards require, a fellow of:
 - (i) CPA Australia;
 - (ii) The Institute of Chartered Accountants in Australia;
 - (iii) the National Tax and Accountants Association Ltd;
 - (iv) the National Institute of Accountants; or
 - (v) the Association of Taxation and Management Accountants;

- (c) an Auditor-General of the Commonwealth, a State or Territory; or
 - (d) a person that otherwise qualifies to act as an auditor under the Standards;
- 29.12. **BDBN** means a written direction binding the Trustee as to the payment of all or part of a Interest on or after the death of a Member that complies with rule 19 and **Binding Death Benefit Nomination** has a corresponding meaning;
- 29.13. **Beneficiary** means a Dependant, a trustee for a Dependant, a Member's LPR, a Reversionary Beneficiary or other beneficiary who is entitled to Benefits in respect of a Member's participation in the Fund under rules 18, 19 or otherwise and **Beneficiaries** has a corresponding meaning;
- 29.14. **Benefit** means any amount paid or payable by the Fund to or in respect of a Member including a Lump Sum, a Pension, a Miscellaneous Benefit, a Temporary Incapacity Income Stream and any other payment under the provisions of this Deed but excludes a Defined Benefit Pension;
- 29.15. **Commissioner** means the Federal Commissioner of Taxation authorised under the *Taxation Administration Act 1953* (Cth) or any other Commonwealth law;
- 29.16. **Concessional Contributions Cap** means the relevant concessional contributions limit applicable to the Member as prescribed for the relevant Financial Year by the Standards;
- 29.17. **Contributing Employer** means, unless the Trustee determines otherwise, an employer who (or whose associate) employs a Member but only for so long as the employer (or associate) is eligible to contribute to the Fund in respect of that employment or for so long as the Member remains a Member of the fund, and the Trustee may notify the Contributing Employer that it may contribute to the Fund with the Notification to Contributing Employer Form;
- 29.18. **Corporate Trustee** means a trading or financial corporation formed within the limits of the Commonwealth under the jurisdiction of the Commonwealth under section 51(xx) of the *Commonwealth of Australia Constitution Act* eligible to act as a trustee of a regulated superannuation fund in accordance with the Standards;
- 29.19. **Deed** means the attached provisions, these rules (including any deemed provision under rule 26) and the Forms, including if relevant any former deed or document governing the establishment and operation of the Fund as amended from time to time;
- 29.20. **Defined Benefit Fund** means a fund:
- (a) that has at least one Defined Benefit Member; and
 - (b) some or all of the contributions to which (out of which, together with earnings on those contributions, the Benefits are to be paid) are not paid into a fund, or accumulated in a fund, in respect of any individual member but are paid into and accumulated in a fund in the form of an aggregate amount;
- 29.21. **Defined Benefit Member** means a Member entitled, on retirement or termination of their employment, to be paid a Benefit defined, wholly or in part, by reference to either or both of the following:
- (a) the amount of:
 - (i) the Member's salary at a particular date, being the date of the termination of the Member's employment or of the Member's Retirement or an earlier date; or
 - (ii) the member's salary averaged over a period before Retirement; or
 - (b) a specified amount;

- 29.22. **Defined Benefit Pension** means a pension under section 10 of the SISA, other than:
- (a) a Pension Funded by Assurance; or
 - (b) an Account-Based Pension; or
 - (c) an Allocated Pension; or
 - (d) a Market Linked Pension; or
 - (e) any other Pension excluded from the definition of defined benefit pension in Division 9.2B of the SISR;
- 29.23. **Dependant** in relation to a Member means, in the opinion of the Trustee, any one or more of the following:
- (a) the Spouse of the Member;
 - (b) any child of the Member including any step-child, any ex-nuptial child and any adopted child;
 - (c) any person with whom the Member has an interdependency relationship as prescribed in the Standards;
 - (d) any other person who is financially dependent upon the Member or if the Member is deceased, was financially dependent upon the Member at or after the time of the Member's death; and
 - (e) any other person who would be regarded as a dependant under the Standards at the relevant date;
- 29.24. **Disability Superannuation Benefit** means a Benefit paid if a Member suffers Total and Permanent Disablement;
- 29.25. **Disbursements** means, unless the Trustee determines otherwise:
- (a) the direct costs of establishing, administering, managing, operating and terminating the Fund; and
 - (b) any administrative, insurance or Taxation costs which are or which relate to those direct costs;
- 29.26. **Disqualified Person** means, subject to the Standards:
- (a) an individual who:
 - (i) has died;
 - (ii) is an insolvent under administration;
 - (iii) has been disqualified by the Regulator;
 - (iv) has at any time been the subject of a civil penalty order made under the Standards; or
 - (v) has at any time been convicted of an offence involving dishonest conduct anywhere in the world; or
 - (b) a body corporate which:
 - (i) has an individual who is a Disqualified Person as a director;
 - (ii) has had a receiver or receiver and manager appointed in respect of assets beneficially owned by the body;

- (iii) has had an official manager, deputy official manager or administrator appointed in respect of the body;
 - (iv) has had a provisional liquidator appointed in respect of the body; or
 - (v) has begun to be wound up; or
 - (c) any natural person who, or body corporate or other entity which, is otherwise prohibited under the Standards from acting as Trustee of the Fund;
- 29.27. **Earnings** means the positive or negative amount which the Trustee determines to be the income of the Fund less Disbursements (or any part thereof) either:
- (a) for a Financial Year; or
 - (b) for any other period for which the Trustee may declare Earnings,
- which may exclude amounts ('**Excluded Amounts**') determined by the Trustee to be treated as capital and include amounts ('**Included Amounts**') which the Trustee has determined to be income (including any profit or gain) which but for that determination would not be included in Earnings where Excluded Amounts and Included Amounts may be positive or negative and may be due to timing or permanent differences or other adjustments and Earnings may also reflect unrealised gains or losses;
- 29.28. **Eligible Contributor** means:
- (a) a Member;
 - (b) a Relevant Spouse in respect of an Eligible Spouse;
 - (c) an Employer or an associate of an Employer;
 - (d) the Government, Regulator or similar entity or organisation; and
 - (e) any other contributor permitted, under the Standards, to make contributions, transfers, allocations, allotments or roll-overs to or in respect of the Fund;
- 29.29. **Eligible Spouse** means the Spouse of whichever of:
- (a) a Member; or
 - (b) another person, if permitted by the Standards;
- on whose behalf contributions can be made to the Fund in accordance with the Standards and **Relevant Spouse** means the Spouse of that Member or person, as the case may be;
- 29.30. **Employee** means a person who is Gainfully Employed by an Employer;
- 29.31. **Employer** means a Contributing Employer or such other employer authorised by the Trustee to make contributions in respect of a Member who is an Employee;
- 29.32. **Family Law Act** means the *Family Law Act 1975* (Cth) and any applicable regulations relating thereto;
- 29.33. **Financial Year** means a continuous 12 month period with a 30 June year end unless the Trustee is permitted to adopt a different 12 month period by the Standards and includes part of a Financial Year, as applicable;
- 29.34. **Form** means the appropriate form in Part B of this Deed. However, the Trustee may use or accept any document providing similar information or waive the requirement of requiring a form to be completed;

- 29.35. **Full-Time Basis** means at least 30 hours each week or such other time or conditions as are prescribed as full-time by the Standards;
- 29.36. **Fund** means the fund governed by this Deed;
- 29.37. **Funded by Assurance** means wholly determined by reference to policies of life assurance purchased or obtained by the Trustee solely for the purposes of providing Benefits to Members;
- 29.38. **Gainfully Employed** means employed or self-employed for gain or reward in any work, business, trade, profession, vocation, calling, occupation or employment within the meaning of the term gainfully employed in the Standards, and **Gainful Employment** has a corresponding meaning;
- 29.39. **Insurance Proceeds** means the proceeds of an insurance policy received by the Fund in respect of a Member as a result of:
- (a) death;
 - (b) Total and Permanent Disablement;
 - (c) Temporary Incapacity; or
 - (d) any other event;
- that is to be used to fund a Benefit (including any Pension Funded by Assurance) or for any other purpose the Trustee considers appropriate;
- 29.40. **Interest** means a Member's entitlement in the Fund within the meaning of that term in the ITAA 1997;
- 29.41. **ITAA 1936** means the *Income Tax Assessment Act 1936* (Cth) and any applicable regulations relating thereto;
- 29.42. **ITAA 1997** means the *Income Tax Assessment Act 1997* (Cth) and any applicable regulations relating thereto;
- 29.43. **Lease** means a lease arrangement as defined in the SISA;
- 29.44. **Life Expectancy Term** means, in relation to a Market Linked Pension:
- (a) if the Market Linked Pension commences before 20 September 2007:
 - (i) the life expectancy of the Member on the commencement day of the Pension; or
 - (ii) the life expectancy of the Member on the commencement day calculated, at the option of the Member, as if the Member were up to five years younger on the commencement day; or
 - (iii) if the Pension has a commencement day on or after 1 January 2006, a period that is not less than the period available under rule 29.44(a)(i) and not more than the greater of the following periods:
 - (A) the maximum period available under rule 29.44(a)(ii);
 - (B) the period of years equal to the number that is the difference between the age attained by the Member at their most recent birthday before the commencement day, and 100; or
 - (iv) if the Pension has a Reversionary Pensioner who is a Spouse of the Member and the Spouse has a life expectancy greater than the Member

and a period has not been nominated under rules 29.44(a)(i), 29.44(a)(ii) or 29.44(a)(iii):

- (A) the life expectancy of the Spouse on the commencement day of the Pension; or
- (B) the life expectancy of the Spouse calculated, at the option of the Member, as if the Spouse were up to five years younger on the commencement day of the Pension; or
- (C) if the Pension has a commencement day on or after 1 January 2006, a period that is not less than the period available under rule 29.44(a)(iv)(A) and not more than the greater of the following periods:
 - (1) the maximum period available under either rule 29.44(a)(iv)(B); and
 - (2) the period of years equal to the number that is the difference between the age attained by the Spouse at their most recent birthday before the commencement day, and 100;

rounded up to the next whole number if the relevant life expectancy is not a whole number; or

- (b) in accordance with regulation 1.06(1B) of the SISR, if the Market Linked Pension commences on or after 20 September 2007, the Life Expectancy Term shall be a term calculated under 29.44(a), provided that the term chosen will not cause the minimum payment standards under Schedule 7 of the SISR to be breached in any Financial Year of payment of the Market Linked Pension; or
- (c) such other term as permitted or required by the Standards;

29.45. **LPR** means the executor of the Will or administrator of the estate of a deceased person, the trustee or administrator of the estate of a person under a legal disability or a person who holds an enduring power of attorney granted by a person, but excludes the legal personal representative of a Disqualified Person, and **Legal Personal Representative** has a corresponding meaning;

29.46. **Lump Sum** means a Benefit or any component of it paid otherwise than as a Pension in accordance with this Deed;

29.47. **Mandated Employer Contribution** means any contribution made pursuant to the *Superannuation Guarantee (Administration) Act 1992* (Cth), any shortfall component, any contribution made under an industrial award or prescribed agreement or any other contribution requiring similar treatment under the Standards;

29.48. **Market Linked Pension** means a Pension:

- (a) that commences before 20 September 2007:
 - (i) that is paid at least annually to the Member or to a Reversionary Beneficiary throughout a period equal to the Life Expectancy Term;
 - (ii) that the total amount of Pension payments in a year (excluding payments by way of commutation but including any payments made under a Payment Split) is determined in accordance with Schedule 6 of the SISR;
 - (iii) that does not have a residual capital value;
 - (iv) that cannot be commuted except:

- (A) if the commutation is made within six months after the commencement day of the Pension and the Pension is not funded from the commutation of an annuity or another Pension as prescribed by regulation 1.06(8)(d)(i)(A) of the SISR;
- (B) on the death of the Member or Reversionary Beneficiary, by payment of:
 - (1) a Lump Sum or a new Pension to one or more dependants of either the Member or Reversionary Beneficiary; or
 - (2) a Lump Sum to the LPR of either the Member or Reversionary Beneficiary; or
 - (3) if, after making reasonable enquiries, the Trustee is unable to find a person mentioned in rules 29.48(a)(iv)(B)(1) or 29.48(a)(iv)(B)(2), a Lump Sum to another individual;

provided that if the Member has opted for a Life Expectancy Term under rule 29.44(a)(iv), the Pension cannot be commuted until the death of both the Member and the Member's Spouse;
- (C) if the Lump Sum resulting from the commutation is transferred directly to the purchase of another Benefit as prescribed by regulation 1.06(8)(d)(iv) of the SISR;
- (D) to pay a superannuation contributions surcharge;
- (E) to give effect to an entitlement of a Non-Member Spouse under a Payment Split; or
- (F) to give effect to a transfer in accordance with rule 22.6(b);
- (v) that on reversion does not have a reversionary component greater than 100% of the Account balance immediately before the reversion;
- (vi) that if commuted, the commutation amount cannot exceed the Account balance immediately before the commutation;
- (vii) that can only be transferred:
 - (A) on the death of the Member, to one of the Dependants of the Member or to the LPR of the Member; or
 - (B) on the death of the Reversionary Beneficiary, to one of the Dependants of the Reversionary Beneficiary or to the LPR of the Reversionary Beneficiary;
- (viii) that the capital value of the Pension and the income from it cannot be used as security for a borrowing; and
- (ix) that otherwise complies with regulations 1.06(1A), 1.06(8), 1.06(9), 1.06(9B), 1.06(10) and 1.07C of the SISR and the Standards relating to Market Linked Pensions; or
- (b) that commences on or after 20 September 2007 in accordance with regulation 1.06(1B) of the SISR:
 - (i) that is purchased with a roll-over superannuation Benefit that resulted from the commutation of an annuity or another Pension as prescribed by regulation 1.06(1B)(b) of the SISR; and

- (ii) that otherwise complies with rule 29.48(a), except that regulation 1.06(1A) of the SISR shall not apply to a Pension commenced under this rule 29.48(b); or
 - (c) that otherwise complies with such parts of the Standards as govern Market Linked Pensions;
- 29.49. **Member** means a person who has been admitted by the Trustee as a member of the Fund in accordance with the provisions of this Deed and, if the Trustee determines, includes a reference to a former Member or a reference to a Beneficiary and **Membership** has a corresponding meaning and the Trustee may, subject to the Standards, determine that a person is not a Member for all or certain circumstances even though he or she may be entitled to an Interest;
- 29.50. **Minimum Benefit** means the Member's minimum Interest which is required to be maintained in the Fund or another Approved Fund in accordance with the Standards;
- 29.51. **Miscellaneous Benefit** means a Benefit arising in the circumstances described in rule 17;
- 29.52. **Non-Commutable Allocated Pension** means an Allocated Pension that commences before 20 September 2007:
 - (a)
 - (i) that, if commuted, the resulting Lump Sum cannot be cashed unless:
 - (A) the purpose of the commutation is:
 - (1) to cash an unrestricted non-preserved benefit; or
 - (2) to pay a superannuation contributions surcharge; or
 - (3) to give effect to an entitlement of a Non-Member Spouse under a Payment Split; or
 - (4) to give effect to a transfer in accordance with rule 22.6(b);
 - (B) before commutation, the Pensioner has satisfied a condition of release in respect of which the cashing restriction for preserved benefits and restricted non-preserved benefits under the SISR is 'Nil'; and
 - (ii) the Pension otherwise complies with the SISR and the Standards relating to Non-Commutable Allocated Pensions; or
 - (b) that otherwise complies with such parts of the Standards as govern Non-Commutable Allocated Pensions;
- 29.53. **Non-Commutable Pension** means a Pension that commences before 20 September 2007:
 - (a)
 - (i) that meets the Standards in relation to Market Linked Pensions, as the case may be; and
 - (ii) if the Pension is commuted under rule 29.48(a)(iv)(A), the resulting Lump Sum cannot be cashed unless:
 - (A) the purpose of the commutation is to cash an unrestricted non-preserved benefit; or

- (B) before commutation, the Pensioner has satisfied a condition of release in respect of which the cashing restriction for preserved benefits and restricted non-preserved benefits under the SISR is 'Nil'; and
- (iii) the Pension otherwise complies with the SISR and the Standards relating to the payment of Non-Commutable Pensions; or
- (b) that otherwise complies with such parts of the Standards as govern Non-Commutable Pensions;
- 29.54. **Non-Concessional Contributions Cap** means the relevant non-concessional contributions limit applicable to the Member as prescribed for the relevant Financial Year by the Standards;
- 29.55. **Non-Member Spouse** has the same meaning as that term has under the Family Law Act;
- 29.56. **Old-Age Pension** has the same meaning as that term has for the purposes of section 51(xxiii) of the *Commonwealth of Australia Constitution Act*;
- 29.57. **Part-Time Basis** means, in relation to a Financial Year, Gainful Employment for at least 40 hours in a period of not more than 30 consecutive days in that Financial Year or such other time or conditions as are prescribed as part-time by the Standards;
- 29.58. **Part-Time Employment** means Gainful Employment for at least ten hours and less than 30 hours each week or such other time or conditions as are prescribed as full-time by the Standards;
- 29.59. **Payment Split** has the same meaning as that term has under the Family Law Act or as agreed to by the parties in an agreement contemplated by that Act;
- 29.60. **Pension** means a periodic payment prescribed or permitted by the Standards and, except if this Deed states otherwise, includes an annuity or pension which is a reversionary annuity or Reversionary Pension, and **Income Stream** has a corresponding meaning;
- 29.61. **Pension Age** has the same meaning given to that term in the Social Security Legislation or such other age acceptable to the Trustee provided that it is permitted under the Standards;
- 29.62. **Preferred Dependant** means, in respect of a Benefit paid as a result of a Member's death, a Dependant nominated by that Member in their Application for Membership Form or in a subsequent written notification to the Trustee that has not since been revoked or amended and that does not bind the Trustee's discretion;
- 29.63. **Preservation Age** means, in relation to the Member's date of birth, the following age:

| Date of Birth | Preservation Age |
|---|------------------|
| Before 1 July 1960 | 55 years |
| During the year 1 July 1960 to 30 June 1961 | 56 years |
| During the year 1 July 1961 to 30 June 1962 | 57 years |
| During the year 1 July 1962 to 30 June 1963 | 58 years |
| During the year 1 July 1963 to 30 June 1964 | 59 years |
| After 30 June 1964 | 60 years |

or such other age prescribed as such by the Standards for the payment of all or part of a Member's Interest from the Fund on Retirement where the Trustee must be satisfied that the

Member has ceased Gainful Employment and intends to never again become Gainfully Employed;

29.64. **Regulator** means:

- (a) in respect of SMSFs, the ATO; and
- (b) in respect of Small APRA Funds and other types of funds, the APRA; and

as the case requires includes the Australian Securities and Investment Commission, the Department of Family and Community Services (also known as Centrelink and formerly the Department of Social Security) or, alternatively, some other body or official empowered under the law dealing with the administration of SMSFs or, if the Trustee determines, Small APRA Funds or some other type of fund;

29.65. **Retire** means:

- (a) in the case of a Member who has reached a Preservation Age that is less than 60 — if:
 - (i) an arrangement under which the Member was Gainfully Employed has come to an end; and
 - (ii) the Trustee is reasonably satisfied that the Member intends never to again become Gainfully Employed on a Full-Time Basis or engage in Part-Time Employment; or
- (b) in the case of a Member who has attained age 60 — an arrangement under which a Member was Gainfully Employed has come to an end on or after the Member attaining that age; or
- (c) any other requirements under the Standards that govern Members retiring;

and **Retirement** has a corresponding meaning;

29.66. **Reversionary Pension** means a Pension payable to a Beneficiary who succeeds to the entitlement of a Member to a Pension, and **Reversionary Beneficiary** and **Reversionary Pensioner** have corresponding meanings;

29.67. **Securities** means securities as defined in section 92 of the *Corporations Act 2001* (Cth) and securities approved by the Trustee in any foreign country;

29.68. **SMSF** has the same meaning as the term 'Self Managed Superannuation Fund' in the Standards;

29.69. **SISA** means the *Superannuation Industry (Supervision) Act 1993* (Cth);

29.70. **SISR** means the *Superannuation Industry (Supervision) Regulations 1994* (Cth);

29.71. **Small APRA Fund** means a fund with fewer than five members with an Approved Trustee and that otherwise complies with the Standards in relation to such funds;

29.72. **Social Security Legislation** means the *Social Security Act 1991* (Cth), the *Veterans' Entitlement Act 1986* (Cth) and any applicable regulations, rulings or guidelines made pursuant thereto, as relevant;

29.73. **Spouse** in relation to a Member means, subject to the Standards, a person married to the Member or a person who, although not legally married to the Member:

- (a) lives with the Member; or
- (b) had lived with the Member immediately prior to the Member's death;

on a bona fide domestic basis as husband or wife and if there is more than one Spouse the Trustee shall determine which spouse is entitled to be treated as the Spouse exclusively or, alternatively, how they are to share the entitlement of a Spouse between them;

29.74. **Standards** mean any relevant provisions in or proposed changes to the following as the context requires:

- (a) any applicable provisions in the SISA and the SISR;
- (b) any applicable provisions in the ITAA 1936, the ITAA 1997 and any applicable regulations made pursuant thereto which must be complied with so that:
 - (i) the Fund obtains concessional tax treatment; and
 - (ii) an Employer or Member retains any entitlement to a tax deduction unless the Employer or Member, as the case may be, elects or chooses not to take a tax deduction;
- (c) any applicable provisions in the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Bankruptcy Act 1966* (Cth), the *Corporations Act 2001* (Cth), the *Social Security Legislation*, the *Family Law Act* and any applicable regulations made pursuant thereto;
- (d) any applicable Trustee Law which may impact on the Fund but excluding any Trustee Law which imposes any obligation on the Trustee to have regard to any matters aside from the obligations contained in this Deed in either:
 - (i) exercising powers of investment granted under this Deed;
 - (ii) exercising any other power granted under this Deed; or
 - (iii) complying with an obligation contained in this Deed;unless the Trustee Law cannot lawfully be so excluded;
- (e) any applicable common law, law of equity, or legal requirement the Trustee considers relevant; and
- (f) if the Trustee considers it appropriate, any other applicable provision regulating or relating to superannuation funds, including any explanatory statement or explanatory memorandum accompanying or proposed change to the provisions referred to in rules 29.74(a) to 29.74(e);

29.75. **Taxable Component** has the same meaning as it does in the ITAA 1997;

29.76. **Taxes** includes any liability or provision for a liability for a tax, surcharge, duty, excise, levy, goods and services tax including any additional penalty or tax (including any liability for tax on a contribution made in excess of the relevant contribution limits prescribed by the Standards that the Member elects or nominates for the Trustee to pay) or, if the Trustee determines, any similar liability or provision, and **Taxation** has a corresponding meaning;

29.77. **Tax Free Component** has the same meaning as it does in the ITAA 1997;

29.78. **Temporary Incapacity** means physical or mental ill-health that has caused the Member to cease Gainful Employment (including a Member who has ceased to receive any gain or reward under a continuing arrangement for the Member to be Gainfully Employed) or which otherwise qualifies as Temporary Incapacity (or its equivalent) under the SISR which does not qualify as permanent incapacity under the SISR;

29.79. **Temporary Incapacity Income Stream** means a Benefit that:

- (a)
 - (i) cannot be commuted;
 - (ii) is paid at least monthly;
 - (iii) does not have a residual capital value; and
 - (iv) is such that the total amount paid each month is fixed or varies only:
 - (A) for the purpose of complying with the SISA and the SISR; and
 - (B) during any period of 12 months by a rate not exceeding either:
 - (1) 5% per annum; or
 - (2) the rate of increase in the last Consumer Price Index (All Capital Cities) for a quarter to be published by the Australian Statistician before the end of that period of 12 months compared with the Consumer Price Index (All Capital Cities) published for the same quarter in the preceding year; or
- (b) that otherwise complies with such parts of the Standards as govern such income streams;

29.80. **Total and Permanent Disablement** means, in relation to a Member:

- (a) if the Member has ceased to be Gainfully Employed, ill-health (whether physical or mental) if the trustee is reasonably satisfied that the Member is unlikely, because of the ill-health, ever again to engage in Gainful Employment for which the Member is reasonably qualified by education, training or experience; or
- (b) any other circumstances which are acceptable to the Trustee and are acceptable under the Standards;

and **Totally and Permanently Disabled** has a corresponding meaning;

29.81. **Transition to Retirement Income Stream** means an Account-Based Pension that commences on or after 1 July 2007:

- (a)
 - (i) that allows total payments (including under a Payment Split) made in a Financial Year to amount to no more than 10% of the Pension Account balance:
 - (A) on 1 July in the Financial Year in which the payment is made; or
 - (B) if that year is the year in which the Pension commences, then on the commencement day;
 - (ii) that, if commuted, the resulting Lump Sum cannot be cashed unless:
 - (A) the purpose of the commutation is:
 - (1) to cash an unrestricted non-preserved benefit; or
 - (2) to pay a superannuation contributions surcharge; or

- (3) to give effect to an entitlement of a Non-Member Spouse under a Payment Split; or
 - (4) to give effect to a transfer in accordance with rule 22.6(b);
 - (B) before commutation, the Pensioner has satisfied a condition of release in respect of which the cashing restriction for preserved benefits and restricted non-preserved benefits under the SISR is 'Nil'; and
 - (iii) the Pension otherwise complies with the SISR and the Standards relating to Non-Commutable Allocated Pensions; or
 - (b) that otherwise complies with such parts of the Standards as govern Transition to Retirement Income Streams;
- 29.82. **Trustee** means the natural person, company or other entity who holds office as trustee of the Fund including any substitute, successor co-trustee or replacement trustee from time to time; and
- 29.83. **Trustee Law** means whichever of the *Trustee Act 1958* (Vic), the *Trustee Act 1925* (NSW), the *Trusts Act 1973* (Qld), the *Trustee Act 1936* (SA), the *Trustees Act 1962* (WA), the *Trustee Act 1898* (Tas), the *Trustee Act 1925* (ACT) and the *Trustee Act 1893* (NT) apply to the Fund or any other Commonwealth, State or Territory legislation of like effect that may apply.

SEVERANCE

30. The provisions of this Deed are and shall be construed as severable and so if any provision or any part of the provision shall, at any time, be found or declared void or invalid then the remaining part of the provision, if any, and all other provisions of this Deed shall remain valid, binding and enforceable.

PART B (Forms)

FORM 1

Application for Membership

To the Trustee of the Fund.

| | | | |
|-------------------|--|----------------------|--|
| FULL NAME | | TAX FILE No. | |
| ADDRESS | | | |
| OCCUPATION | | DATE OF BIRTH | |

I apply for admission as a Member of the Fund and, in consideration of my admission as a Member:

1. I confirm that I am a trustee or a director of a corporate trustee unless I am specifically excepted from this requirement under the Standards (eg, due to a legal disability such as under 18 years or being of unsound mind). I accept the responsibilities and liabilities of being a trustee or a director of a corporate trustee to a superannuation fund.
2. I agree to be bound by the provisions of the trust deed governing the Fund. I acknowledge that the expressions and meanings in this Application are identical to those used in the trust deed.
3. I undertake to provide any relevant information or documentary evidence and agree to submit to health and medical tests as requested from time to time by the Trustee related to my Membership of the Fund.
4. I nominate the following, each being my LPR and/or a Preferred Dependant (eg, spouse, children and/or a person who is financially dependent on me or in an interdependency relationship with me), to be paid any Interest that I have in the Fund on my death in the designated proportions. I understand that this nomination does not bind the Trustee and is overridden by any BDBN in respect of my Interest on my death:

| NAME | RELATIONSHIP | % OF INTEREST |
|------|--------------|---------------|
| | | |
| | | |
| | | |

5. I acknowledge that the Trustee may collect my tax file number ('TFN') under the Standards.
6. I understand that the Trustee will only use the TFN for legal purposes. This includes finding or identifying my superannuation Interest if other information is insufficient, and calculating tax on any eligible termination payment I may be entitled to.
7. I understand that it is not an offence to omit my TFN from this application. But if I do omit to provide it now or later, contributions may not be able to be made by me or on my behalf to the Fund. I may also pay more tax on my Interest (ie, my entitlement in the Fund) than I would otherwise have to pay (but which may be later credited to a later assessment of tax) and I may lose Interests which are more difficult to find or to amalgamate with other Interests I am entitled to.
8. I acknowledge that the Trustee may provide any TFN disclosed to the Trustee to the trustee of any other superannuation fund to which my Interest is transferred in the future or to the Australian Taxation Office. However, I understand that my TFN will not be passed on in the event I direct the Trustee in writing not to disclose my TFN and, in any event, my TFN will be treated as confidential in accordance with the *Privacy Act 1988* (Cth).
9. I authorise the Trustee to retain and store information on my behalf despite any contrary provision in any privacy legislation.
10. I declare that the information I provide to the Trustee will be true and correct. I acknowledge that it is my responsibility to inform the trustee of any error or changes regarding these matters.

| | |
|------------------|-------------|
| SIGNATURE | DATE |
| | |

FORM 2

Notification to Contributing Employer

From the Trustee, to an Employer:

| | |
|--------------------|--|
| EMPLOYER'S NAME | |
| EMPLOYER'S ADDRESS | |

The Trustee wishes to notify the Employer that:

1. the Fund is a resident regulated superannuation fund under the *Superannuation Industry (Supervision) Act 1993* (Cth) ('SISA');
2. the Trustee is not subject to a direction from the Australian Prudential Regulation Authority or the Australian Taxation Office pursuant to section 63 of the SISA that would prevent the Trustee accepting employer or other contributions;
3. the Trustee has not been subject to such a direction before or since the date of this application; and
4. the Trustee will accept contributions from the Employer;

and the Employer is noted as a **Contributing Employer** to the Fund.

| | |
|-----------------------|--|
| DATE | |
| SIGNED BY THE TRUSTEE | |

The Rules of the Fund

Note: terms capitalised are defined in the Definitions.

Part One: Establishment of the Fund

Purpose of the Fund

Rule 1. The Fund Must Satisfy the Sole Purpose Test

Explanation

The Fund must be established and must be maintained solely for the provision of Core Purposes or for the provision of Core Purposes and Ancillary Purposes of the 'sole purpose test' in the SIS Act.

The SIS Act defines Core Purposes to include the provision of Benefits to a Member upon his or her retirement or to the Legal Personal Representative or Dependants of the Member in the event of the Member's death.

The SIS Act also provides that the Trustee may maintain the Fund for both Core Purposes and for Ancillary Purposes. An Ancillary Purpose may include the provision of Temporary or Permanent Incapacity Benefits to a Member, where the Member terminates employment as a consequence of ill health.

An Ancillary Purpose also includes the provision of such Benefits as the Regulator has approved in writing.

Tax concessions will not be available to the Fund unless the Trustee of the Fund is either a Constitutional Corporation (that is a Corporate Trustee) or its sole or primary purpose is the provision of old age pensions (this however does not mean that a fund which does not have a corporate Trustee cannot pay a pension). Rule 1.2 reflects this requirement.

Rule

- 1.1.** The Trustee must ensure that the Fund is maintained for one or more of the Core Purposes and for one or more of the Ancillary Purposes and for no other purpose.
- 1.2.** If the Trustee is not a Constitutional Corporation, the sole or primary purpose of the Fund is the provision of old age pensions.

Appointing the Trustee

Rule 2. Who May or May Not be a Trustee

Who May be a Trustee

- 2.1.** Natural persons may be Trustees or a company may be the Trustee but natural persons and Companies cannot both be Trustees.
- 2.2.** Subject to this Rule and Rule 52 below (which applies on death of a Member) an individual may only be a Trustee if the individual is a Member.

Explanation

The Fund must have a Trustee.

- Section 17A of the *SIS Act* must be satisfied in order for the Fund to be a Self Managed Superannuation Fund. This section requires that:
 - each Member must be a Trustee or, if the Trustee is a company, each Member must be a director of that company;
 - a person who is not a Member may not be a Trustee or a director of a company which is a Trustee; and
 - except that a Legal Personal Representative may also be a Trustee.
- On the Death of a Member, the Legal Personal Representative of that Member should be appointed as a Trustee or as director of a company that is a Trustee – see Rule 52.
- For single Member Funds, another person is required to be appointed as a Trustee, not being an employer of the Member unless also a Relative of the Member.

These Rules do not allow for the purposes of administrative simplicity, a company to be a Trustee if a Member is also a Trustee.

If a company is appointed Trustee, the constitution of that company should be compatible with the Rules.

Any person accepting appointment as a Trustee or director of a company that is the Trustee must read and agree to the Rules.

A disqualified person may not be a Trustee. A disqualified person may include a person who has committed a civil or criminal offence, or is bankrupt.

- 2.3. Subject to this Rule and Rule 52 below (which applies on the death of a Member) a Constitutional Corporation may only be a Trustee if all the directors of the company are Members.
- 2.4. Notwithstanding Rules 2.2 and 2.3, if there is only one person who is a Member then:
- (a) that Member or a Legal Personal Representative of that Member and one other natural person who is a Relative of the Member, or is a person who is not an Employer of the Member, may be the Trustee; or
 - (b) a Constitutional Corporation may be the Trustee, if the sole director of which is the Member or a Legal Personal Representative of the Member, or the company may have two directors of which one is the Member or the Legal Personal Representative of the Member and another person is a Relative of the Member, or is a person who is not an Employer of the Member.
- 2.5. If the Member is under a legal disability, that Member cannot be appointed as a Trustee but a Legal Personal Representative of that Member shall be appointed as a Trustee.
- 2.6. If the Regulator appoints a person or company as a Trustee, that person or company may be a Trustee.
- 2.7. Notwithstanding any other provisions of these Rules a person or company, shall not be appointed as a Trustee unless they provide the Trustee with a written consent to that appointment and have acknowledged that they have read and agreed to be bound by the Rules.
- 2.8. Each person who is a director of a company which is to be a Trustee must provide a written consent to the appointment of that company and have acknowledged that they have read and agreed to be bound by the Rules.
- 2.9. Notwithstanding any other provision of these Rules an Approved Trustee may be appointed as the Trustee.

Who may not be a Trustee

2.10. A person cannot be a Trustee if:

- (a) at any time:
 - (1) the person was convicted of an offence against or arising out of a law of the Commonwealth of Australia, a State or a Territory of Australia or a foreign country, being an offence in respect of dishonest conduct; or
 - (2) a Civil Penalty Order was made in respect of the person; or
- (b) the person is an insolvent under administration; or
- (c) a Regulator has disqualified the person (for the purposes of sections 126A or 126H of the *SIS Act*) and the Regulator has not waived that person's status as a disqualified person.

2.11. A company cannot be a Trustee if:

- (a) the company knows, or has reasonable grounds to suspect, that a person who is, or who is acting as a Responsible Officer of the company has been disqualified by the Regulator (for the purposes of sections 126A or 126H of the *SIS Act*); and
- (b) the company knows or has reasonable grounds to suspect that:
 - (1) the person is not eligible under section 126B(1) of the *SIS Act* to apply to APRA for a declaration waiving his or her status as a disqualified person; or
 - (2) the person is so eligible under section 126B(1) of the *SIS Act* to apply to APRA for a declaration waiving his or her status as a disqualified person but that person will not make an application under subsection 126B(3) of the *SIS Act* seeking a waiver of that status; or
- (c) a receiver, or a receiver and manager, has been appointed in respect of property owned by the company; or
- (d) an official manager, deputy official manager or administrator has been appointed in respect of the company; or
- (e) a provisional liquidator has been appointed in respect of the company; or
- (f) the company has begun to be wound up.

2.12. Notwithstanding Rules 2.9 and 2.10 above a person or company can be appointed as a Trustee if that appointment as a Trustee is authorised by the Regulator.

Rule 3. Appointment of a Trustee

Explanation

This Rule provides the mechanism for appointing those persons eligible to be appointed as Trustees. This Rule also allows an individual to be replaced as a Trustee by a company which is a Trustee and for a company which is Trustee to be replaced as Trustee by an individual.

Trustees of the Fund will be personally liable for any liabilities incurred by the Fund (although they may be entitled to indemnity by the Fund). Where there is more than one Trustee, each Trustee is jointly and severally liable for the liabilities of the Fund. As a consequence, persons causing the establishment of the Fund might prefer that a company be appointed the Trustee of the Fund rather than individuals being appointed Trustees of the Fund.

Rule

- 3.1.** Upon establishment of the Fund a person may be appointed as Trustee, provided that person:
- (a) has agreed to be a Trustee by reason of execution of the Deed; and
 - (1) has consented in writing to become a Member or is a Legal Personal Representative on behalf of a person and has consented in writing to that person becoming a Member or is a parent or guardian of a Member who is under a legal disability because of age and does not have a Legal Personal Representative and has consented in writing to that person becoming a Member; or
 - (2) if the Fund has only one Member, is a Relative of the Member or is a person who is not an Employer of the Member;
 - (b) has agreed to be bound by the Rules and has consented in writing to that person's appointment as a Trustee; and
 - (c) is eligible to be appointed a Trustee.
- 3.2.** Upon establishment of the Fund, a company may be appointed as Trustee provided all the following conditions are met:
- (a) if the Fund has more than one Member:
 - (1) all directors have consented in writing to become Members, or they are the Legal Personal Representative of a person or parent or guardian of a person who is under a legal disability because of age and does not have a Legal Personal Representative and have agreed in writing to that person becoming a Member; or
 - (2) if the Fund has only one Member and the company has two directors – the director that is not a Member is a Relative of the Member, or is a person who is not an Employer of the Member;
 - (b) the company and its directors agree to be bound by the Rules and has consented in writing to its appointment as a Trustee;
 - (c) the company is eligible to be appointed a Trustee; and
 - (d) all the directors have read the Product Disclosure Statement.
- 3.3.** Subject to the provisions of these Rules, where the Trustee accepts a person as a Member, that person or a Legal Personal Representative of that person is appointed as a Trustee, provided that person or a Legal Personal Representative:
- (a) has agreed to be Trustee and:
 - (1) has consented in writing to become a Member or is the Legal Personal Representative of a Member or parent or guardian of a person who is under a legal disability because of age and does not have a Legal Personal Representative; and
 - (2) if the Fund has only one Member, that Legal Personal Representative is a Relative of the Member or is a person who is not an Employer of the Member;
 - (b) has agreed to be bound by the Rules and has consented in writing to that person's appointment as a Trustee;
 - (c) is eligible to be appointed as a Trustee; and
 - (d) has read the Product Disclosure Statement;
- unless that person or a Legal Personal Representative of that person becomes a director of a Company which is a Trustee in which case the provisions of clause 3.2 will apply.

- 3.4. On appointment of a person as a Trustee, or on appointment of a company as a Trustee, after 30 June 2007 that person or each director of that company shall sign a declaration in that form as required by the *Act* certifying that he or she understands their duties as a Trustee of a Self Managed Superannuation Fund or as a director of a company which is a Trustee of a Self Managed Superannuation Fund.
- 3.5. If a person is a Trustee or a director of a company which is a Trustee and another person is appointed after 30 June 2007 as a Trustee or as a director of a company which is a Trustee, then that person must ensure that the newly appointed person signs a declaration in that form as required by the *Act* certifying that he or she understands their duties as a Trustee of a Self Managed Superannuation Fund or as a director of a company which is a Trustee of a Self Managed Superannuation Fund.
- 3.6. Any such declarations referred to in Rules 3.4 and 3.5 shall be kept for at least 10 years or such longer period so far as it is relevant and shall be available for inspection by the Regulator, if so required.
- 3.7. On retirement of a Trustee one of the following is appointed Trustee in place of the Trustee who has retired (provided the person or company is not already a Trustee):
- (a) if the retiring Trustee is a person, another person who is a Member or a Legal Personal Representative of that Member or a parent or guardian of that Member who is under a legal disability because of age and does not have a Legal Personal Representative or a company of which that Member or Legal Personal Representative of that member is a director; and
 - (b) if the retiring Trustee is a company, a company all the directors of which are Members or are the Legal Personal Representative's of Members, or all the persons who are Members or in place of a Member the Legal Personal Representative of that Member or a parent or guardian of that Member who is under a legal disability because of age and does not have a Legal Personal Representative.

Becoming a Regulated Superannuation Fund

Rule 4. The Trustee must ensure that the Fund is a Regulated Superannuation Fund

Explanation

To obtain a tax concession the Fund must be a Complying Self Managed Superannuation Fund. A Self Managed Superannuation Fund will not be a Complying Self Managed Superannuation Fund if it is not a Regulated Superannuation Fund.

Rule

The Trustee must cause the Fund to be a Regulated Superannuation Fund at all times.

Trustee Operations and Obligations

Rule 5. Removal and Retirement of a Trustee

Explanation

The purpose of this Rule is to provide a mechanism for the removal or retirement of a person or company as a Trustee.

Rule

- 5.1.** A Member may retire as a Trustee provided:
- (a) a Company of which the Member is a director is appointed as Trustee; or
 - (b) a Legal Personal Representative of that Member is appointed as a Trustee;
 - (c) If the Fund has only one Member, a person who is not a Member and who is a Trustee may retire as a Trustee provided that another person who is a Relative of the Member or is a person who is not an Employer of the Member is appointed as a Trustee.
- 5.2.** A company may retire as a Trustee provided:
- (a) all the directors of that company are appointed as Trustees; or
 - (b) another company is appointed as a Trustee, provided the directors of that company are also directors of the company retiring as Trustee.
- 5.3.** Notwithstanding any Rule, a Trustee may retire as Trustee of the Fund if an Approved Trustee is or has first been appointed as the Trustee of the Fund;
- 5.4.** Subject to these Rules and the Act a person or company is removed as a Trustee:
- (a) if the Trustee is a Member – upon that person ceasing to be a Member;
 - (b) if the Trustee is a Member – upon that Member becoming incapable of acting as Trustee unless a Legal Personal Representative of that Member is appointed as a Trustee in place of that Member;
 - (c) if the Trustee is a company and on the date four months from the time any one or more of the directors of the company cease to be Members or the Legal Personal Representatives of Members;
 - (d) if the Trustee is prohibited from being a Trustee by reason of Rules 2.9, 2.10 or Rule 2.11; on that date a Trustee is so prohibited from being a Trustee;
 - (e) if the continued appointment of the Trustee as a Trustee will cause the Fund to be a Non-Complying Self Managed Superannuation Fund; on the day before the day the continued appointment of the Trustee as a Trustee will cause the Fund to be a Non-Complying Self Managed Superannuation Fund.

Rule 6. Remuneration and Indemnification of a Trustee

Explanation

A fund will not be a Complying Self Managed Superannuation Fund if the Trustee receives any remuneration for acting as Trustee, unless the Trustee is an Approved Trustee.

Rule

- 6.1.** A Trustee shall not be entitled to be remunerated for acting as a Trustee, unless the Trustee is an Approved Trustee.
- 6.2.** A Trustee may apply the assets of the Fund in indemnification of itself or a former Trustee for expenses incurred by itself or a former Trustee in managing or administering the Fund provided:
- (a) the Trustee, or the former Trustee, acted honestly in the matter in respect of which the indemnification is sought; and
 - (b) the Trustee, or the former Trustee, did not intentionally or recklessly fail to exercise, in relation to the matter in respect of which indemnification is sought, the degree of care and diligence that the Trustee, or the former Trustee, was required to exercise.

Rule 7. Meetings of the Trustees

Explanation

If there is more than one Trustee, the Trustees should meet to decide matters such as the:

- appointment of various professional advisers to the Fund, including the Auditor;
- establishment of a bank account or cash management trust for the Fund;
- setting of an investment objective and investment strategy for the Fund;
- admission of Members to the Fund;
- acquisition and disposal of investments pursuant to the Fund's investment strategy;
- approval of the payment of Benefits to a Member (including payment of a Pension);
- payment of a Death Benefit;
- acceptance of a Binding Death Benefit Nomination from a Member;
- review of audit reports; and
- creation of any Reserves.

Normally the Manager, the person whom the Trustees have appointed to be responsible for the day-to-day administration of the Fund, will call meetings. However Members with Members' Account balances equal to 50% or more of the balances of all Members' Accounts can also call a meeting.

Where the Trustee is a company, decisions will be made at meetings of the directors of that company rather than at meetings of the Trustees. In this case, meetings of the company must be held in accordance with the constitution of that company. It is important that the constitution of any company that is a Trustee be compatible with the Rules.

Rule

- 7.1.** If there is more than one Trustee, the Trustees must meet if the Manager or Members, the balance of whose Members' Accounts is equal to more than one half of the balance of all Members' Accounts, serves a notice of the meeting upon the Trustees requiring the Trustees to make a decision in respect of the Fund.
- 7.2.** The Manager or Members must give reasonable notice of any such meeting to each of the Trustees (which may be by mail, facsimile or email to that address, facsimile number or electronic address last nominated by each Trustee), unless the Trustees unanimously agree that the meeting may be held on some earlier date. Such written notice must:
- (a) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this); and
 - (b) state the general nature of the business of the meeting.
- 7.3.** Where, through a link established by means of any system of telephone, audio or audio-visual communication approved by the persons eligible to attend a Trustee Meeting those persons will be taken to be assembled together at a meeting and all proceedings of those persons, conducted with the aid of the link, will be as valid and effectual as if conducted at a meeting at which all those persons were physically present.
- 7.4.** At any Trustee Meeting a quorum is equal to that number of Members, or the Legal Personal Representatives of those Members, the balance of whose Members' Accounts, is equal to more than one half of the aggregate balance of all Members' Accounts.

7.5.

- (a) The Trustees will determine by majority approval at the first meeting of Trustees one of the following as the method by which Trustees will be entitled to cast votes at all meetings of Trustees:
 - (1) each Trustee being entitled to cast the number of votes as is equal to the nearest number of whole dollars of the balance of the Member's Accounts of that person plus that amount in any Reserve which an actuary has determined is supporting that person's Member's Account in paying a Pension ; or
 - (2) each Trustee being entitled to cast one vote each.
 - (b) If the Trustees fail to make a determination in accordance with clause 7.5(a) or fail to adopt a method of voting, clause 7.5(a)(2) will apply. Notwithstanding subclauses 7.5(a) and 7.5(b), any voting rules in place prior to these Rules being adopted will continue to apply.
 - (c) If clause 7.5(a)(2) applies and there is a deadlock in making any Trustee decision, the deadlock shall be resolved by weighting each Trustee's votes nearest to the number of whole dollars of that Member's Account the Trustee represents and any amounts in Reserve that an actuary has determined might be transferred to the Member's Account to pay a Pension, but no less than one vote each
- 7.6. A resolution would not be passed at any Trustee Meeting, unless it is passed by the casting of a majority of the votes entitled to be cast by persons who are present at that meeting.
- 7.7. A person may appoint another person to act as that person's proxy at any Trustee Meeting. Any such appointment must be in writing.
- 7.8. If a circulating minute containing a statement that the Trustee is in favour of a resolution in the terms set out in that document has been signed by all persons entitled to attend a Trustee Meeting, a resolution in those terms will be taken to have been passed at a meeting held on the day and at the time at which the document was last signed by any such person. Two or more separate documents containing statements in identical terms, each of which is signed by one or more persons, will together be taken to constitute one document for the purposes of this Rule.

Rule 8. Trustee's Records

Explanation

A written record must be kept of all decisions made by the Trustee in relation to the Fund. Those records should be held for ten years.

Rule

- 8.1. If there is only one person who is a Trustee that person must make a written record of all decisions made by that person as Trustee.
- 8.2. If there is more than one person who is a Trustee a Trustee must keep minutes of every meeting held by the Trustees.
- 8.3. If the Trustee is a company the minutes of the meetings of the directors or resolution of sole director of that company acting as Trustee shall be deemed for the purposes of this Rule to be records of the Trustee.
- 8.4. Records and minutes required by this Rule must be kept for at least ten years from the date the decision was made or the date of the meeting.

Rule 9. Trustee's Covenants

Explanation

The *Act* requires that the Rules of a Regulated Superannuation Fund contain certain covenants (if the Rules do not contain these covenants the Rules are deemed to contain those covenants). Whilst some of those covenants are contained elsewhere in these Rules they have all been reiterated here to highlight the code of conduct that a Trustee must adopt as a Trustee.

Rule

A person by accepting appointment as a Trustee agrees:

- (a) to act honestly in all matters concerning the Fund;
- (b) to exercise, in relation to all matters affecting the Fund, the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another with whom the person felt morally bound to provide;
- (c) to ensure that duties and powers of the Trustee are performed and exercised in the best interests of the Members;
- (d) to keep the money and other assets of the Fund separate from any money and assets, respectively:
 - (1) that are held by a Trustee personally; or
 - (2) that are money or assets as the case may be, of a Standard Employer-Sponsor, or an Associate of a Standard Employer-Sponsor, of the Fund;
- (e) not to enter into any contract or do anything else, that would prevent the Trustee from, or hinder the Trustee in properly performing or exercising the Trustee's functions and powers;
- (f) to formulate and implement a written investment strategy in accordance with the provisions of the *Act*;
- (g) if there are any Reserves – to formulate and implement a written strategy for the prudential management of those Reserves consistent with the Fund's investment strategy and its capacity to discharge liabilities (whether actual or contingent) as and when they fall due; and
- (h) to allow a Member access to Prescribed Information and any Prescribed Documents.

Admittance of Members

Rule 10. Who May Become a Member

Explanation

There are generally no restrictions on who can be a Member of the Fund provided the Member or their Legal Personal Representative is eligible to be appointed a Trustee. For example a Child, or a person that is not employed, may become a Member of the Fund.

This Rule would also allow the Trustee to admit a Spouse of a Member who is not also a Member as a Member to allow any superannuation splitting arrangement as ordered by the Family Court.

Rule

- 10.1.** The Trustee may, with absolute discretion, admit a person as a Member provided:
- (a) that person or that person's Legal Personal Representative or parent or guardian of a Member who is under a legal disability because of age and does not have a Legal Personal Representative has provided the Trustee with an Application Form and has agreed to be bound by the Rules;
 - (b) admission of that person as a Member would not cause the Fund to become a Non-Complying Self Managed Superannuation Fund; and
 - (c) the person or the Legal Personal Representative of that person is eligible to act and accept appointment as a Trustee or is eligible to be and is willing to accept appointment as a director of a company which is eligible to and will accept appointment as a Trustee; or
 - (d) a parent or guardian of that person, where that person is under a legal disability because of age and does not have a Legal Personal Representative, will accept the appointment as a Trustee and is not a disqualified person.
- 10.2.** Subject to these Rules and the Act, the Trustee must admit a person as a Member where that person will be paid a Pension from the Fund.
- 10.3.**
- (a) If a Member is the only Member of the Fund, the Member can provide the Trustee with a notice requiring the Trustee not to admit any other person as a Member of the Fund and the Trustee shall not then admit any person as a Member of the Fund, or
 - (b) Alternatively, if a Member so elects by notice to the Trustee and notwithstanding any other provision of these Rules, the property of the Fund transferred to the Fund by that Member can only be held in the Fund specifically for the Member and that property cannot be pooled with the Contributions or other assets of other Members and no other Member can obtain an interest in that property.
- 10.4.** A parent or guardian of a Member who is a Trustee of the Fund in place of that Member (because that Member is under a legal disability because of age and does not have a Legal Personal Representative), may exercise on behalf of that Member any rights or functions which that Member could exercise under the Rules (except those referred to in Rule 15 (Binding Death Benefit Rule)) provided such exercise is permitted by the Act and will not affect or compromise the Fund's status as a Complying Superannuation Fund.

Rule 11. Members Have Read and are Bound by the Rules

Explanation

This Rule is to protect the Trustee against any claims made by a Member who claims not to understand what rights and obligations the Trustee and Member has under the Law and Rules.

Rule

By applying for Membership of the Fund a Member acknowledges having read the Product Disclosure Statement and agrees to be bound by the terms of the Deed and the Rules. Subject to Rule 10.2, a Trustee may prohibit a person becoming a Member of the Fund if they are of the opinion that the person has not read and understood the Fund's Product Disclosure Statement, the Deed and the Rules of the Fund.

Rule 12. Application Form

Explanation

Subject to Rule 10.2, a person wishing to become a Member must provide the Trustee with an Application Form. The Application Form may (amongst other things) require such a person to:

- acknowledge that the person has read the Product Disclosure Statement;
- agree to be bound by the Rules;
- be a Trustee of the Fund or a director of a company which is the Trustee of the Fund;
- provide such information (including medical information) to the Trustee as the Trustee requires; and
- provide the Trustee with a death benefit nomination.

Rule

- 12.1.** A person shall not be admitted as a Member or receive a Pension from the Fund unless that person has:
- (a) completed an Application Form in the form required by the Trustee;
 - (b) confirmed in writing that he or she has read the Product Disclosure Statement, Deed and Rules of the Fund; and
 - (c) agreed to be bound by the Rules of the Fund.
- 12.2.** Where a person may be entitled to be paid a Pension following the death of a Member, and that person does not wish to become a Member or the Trustee decides that the person should not become a Member, then the Trustee is to transfer that amount as would have been added to a Member's Pension Account to Fund the payment of the Pension to that person to another Complying Superannuation Fund or Eligible Rollover Fund. Any such transfer is to be made in accordance with Rule 27 and must occur within three months of the time that the person became entitled to be paid a Pension.

Rule 13. Receipt of an Application Form

Rule

- 13.1.** On receipt of an Application Form from a person and after that person produces such documents and evidence (which may include a medical examination and checks) as the Trustee may reasonably and lawfully require the Trustee may admit that person as a Member.
- 13.2.** Within 6 weeks of receipt of an Application Form the Trustee shall advise the person applying for Membership whether or not that person has been accepted for admission as a Member and whether or not any conditions will be attached to that person's Membership of the Fund.
- 13.3.** If the Trustee has agreed to accept a person as a Member, but subject to conditions as to that person's Membership, that person can within 6 weeks of notification by the Trustee pursuant to Rule 13.2 either accept or reject that offer of Membership.
- 13.4.** If, after six weeks, a person neither accepts nor rejects an offer of Membership of the Fund that person shall be deemed to have accepted that offer of Membership.

Estate Planning

Explanation

The assets of the Fund do not belong in whole or in part to any individual. That is, whilst a Member might think of his or her interest in the Fund as being an "asset" of that person, as a matter of law this is not the case.

This means that, when a Member dies, that Member will not be able to dispose of his or her interest in a fund by way of a Will.

To allow a Member to effectively dispose of his or her interest in a fund and to have some choice as to how to do so, these Rules allow:

- A Member to provide the Trustee with a Non Binding Death Benefit Nomination. The Member by way of that nomination requests that the Trustee pays Benefits in accordance with the Member's wishes but does not compel the Trustee to so pay the Benefits. A Member might decide to provide a Trustee with a Non Binding Death Benefit Nomination where the Member wishes to provide some guidance to the Trustee (and to provide the Trustee with some measure of protection if the Trustee acts accordingly to that nomination) but, recognising that there may be a need for flexibility, does not want to bind the Trustee (Rule 14);
- A Member to provide the Trustee with a Binding Death Benefit Nomination in which the Member requires the Trustee to pay Benefits after that Member's death to a Legal Personal Representative or Dependant of the Member. Whilst such requests are mandatory, they are restrictive as to whom Benefits may be paid, the mode of paying Benefits, and generally they only have a three year life. For example, the Member cannot compel the Trustee to pay a pension instead of a lump sum. This is not the case with the Strategist Deed where a Binding Death Benefit is permanent if worded to that effect, unless altered by the Member (Rules 15.1 to 15.7). A Member who requires more certainty as to the application of Benefits payable on the death of a Member should consider including a Death Benefit request in the Rules as allowed by Rule 16 of the Rules;
- A Member to require his or her Legal Personal Representative to determine, with the consent of the Trustee, as to how a Member's Benefits should be applied on the death of the Member. The disadvantage of this alternative is that the Trustee might not consent to that determination (Rule 15.8); and
- A Member to cause the Rules to be amended to ensure that Benefits payable as a consequence of that Member's death are paid in a particular way (there is no restriction to whom or how the Benefits might be paid). This Rule may only be varied with that Member's consent (Rule 16).

Rule 14. Non-binding Death Benefit Nomination

Explanation

A Member might request the Trustee to pay a Benefit after the death of the Member to persons nominated by that Member. The Member might prefer (so as to not bind the Trustee) that this direction is made more as a statement of wishes than as a mandatory order.

Rule

- 14.1. A Member or the Legal Personal Representative of a Member may provide the Trustee with a Non-Binding Death Benefit Nomination. This Nomination may request the Trustee, at the Trustee's discretion, to provide Benefits on the death of the Member to persons named by the Member in that nomination.

- 14.2. Subject to the Act, the Trustee must accept a Non-Binding Death Benefit Nomination.
- 14.3. A Non-Binding Death Benefit Nomination is not binding upon the Trustee.
- 14.4. Prior to the death of a Member, the Member or the Legal Personal Representative of the Member, may confirm, amend or revoke a Non-Binding Death Benefit Nomination previously given by the Member to the Trustee.
- 14.5. A Member or the Legal Personal Representative of a Member may also direct the Trustee to act, do or carry out a particular course of action on the Member's death or incapacity. However the Trustee is not bound by any such direction and the Trustee must not comply with that direction, if it causes the Fund to become a Non-Complying Self Managed Superannuation Fund.

Rule 15. Binding Death Benefit Nomination

Rule

- 15.1. The Trustee must, when required to do so by the Act, provide a Member with that information that the Trustee reasonably believes the Member reasonably needs for the purpose of submitting a Binding Death Benefit Nomination.

Explanation

The *SIS Act* states that, if the Rules of a fund permit, a Member of the Fund may require the Trustee to provide any Benefits in respect of the Member, on or after the death of the Member, to the Legal Personal Representative or a Dependant of the Member. The Member does this by making what is commonly referred to as a Binding Death Benefit Nomination.

The Trustee must accept a Binding Death Benefit Nomination. However the Trustee must first provide the Member with sufficient information for the purpose of submitting a Binding Death Benefit Nomination. It is important to understand that the nomination can only be for the benefit of SIS beneficiaries as defined under the *SIS Act*.

The Member may amend a Binding Death Benefit Nomination at any time provided the Trustee is notified in writing of that amendment.

A Binding Death Benefit Nomination may be limited to the extent that a Member only nominates a person or persons and a proportion of the Member's Benefits to be paid to the person or each person. Accordingly a Member who wishes to have certainty about the manner in which Benefits are provided to a Dependant should consider making use of other options available as detailed in Rules 16 and 17. Alternatively, this Rule allows the Legal Personal Representative with consent of the Trustee after the death of a Member to apply the Member's Benefits as requested by the Legal Personal Representative.

- 15.2. A Member, or the Legal Personal Representative of a Member, may provide the Trustee with a Binding Death Benefit Nomination or a replacement to a prior Binding Death Benefit Nomination.
- 15.3. The Trustee must accept a Binding Death Benefit Nomination completed in accordance with this Rule, and shall be bound to act in accordance with that Binding Death Benefit Nomination so long as, in doing so, the Fund is not in breach of the Act.
- 15.4. A Binding Death Benefit Nomination (and any revocation or amendment to it):
 - (a) must be in writing;
 - (b) must require the Trustee to provide any Benefits in respect of the Member, on or after the death of the Member, to a Legal Personal Representative or a Dependant of the Member;
 - (c) must be signed and dated by the Member in the presence of two witnesses, being persons:
 - (1) each of whom has turned 18; and

- (2) neither of whom is a person mentioned in the notice; and
 - (d) must contain a declaration signed, and dated, by the witnesses stating that the notice was signed by the Member or the Legal Personal Representative of a Member in their presence.
- 15.5.** Prior to the death of a Member, the Member or the Legal Personal Representative of the Member may confirm, amend or revoke a Binding Death Benefit Nomination previously given by the Member to the Trustee. A confirmation must be in writing, dated and signed by the Member or the Legal Personal Representative of the Member. An amendment or revocation of a Binding Death Benefit Nomination must be in writing and must be dated and signed by the Member or the Legal Personal Representative of the Member in the presence of two witnesses each of whom has turned 18 and neither of whom is mentioned in the notice. The Trustee shall accept that confirmation amendment or revocation.
- 15.6.** A Binding Death Benefit Nomination which requires a Benefit to be paid to the Spouse of a Member will be deemed to have been revoked if proceedings have been commenced pursuant to the *Family Law Act 1975* or some similar foreign legislation seeking the dissolution of that Member's marriage to that Spouse.
- 15.7.** A member may revoke a Binding Death Benefit Nomination.
- 15.8.** Unless sooner revoked by the Member, or the Legal Personal Representative of the Member who gave the Binding Death Benefit Nomination, or deemed to have been revoked, a Binding Death Benefit Nomination would have an indefinite term unless the Member has stipulated otherwise.

Rule 16. Incorporation of a Death Benefit request in the Rules

Explanation

The *S/S Act* states that, if the Rules of a fund permit, a Member may request the Trustee to provide any Benefits in respect of the Member, on or after the death of the Member, to the Legal Personal Representative or a Dependant of the Member, provided any such request would not render the Fund to be a Non-Complying Self Managed Superannuation Fund.

These Rules permit a Member to request that the Trustee establish a Death Benefit Rule. The request if accepted will bind the Trustee to pay a Member's Benefits upon the Member's death as that Member requests.

However before accepting a Member's request to establish a Death Benefit Rule, the Trustee should assess the taxation implications and cash flow requirements that may be faced by the Fund in the event of any Death Benefit becoming payable upon the Member's death.

If the Trustee is of the view that the Trustee may be unable to comply with the Member's request the Trustee may, after discussion with the Member, request that the Member resubmit the request. The Trustee may also need to reassess the Fund's insurance plan and increase any life insurance cover.

Rule

- 16.1.** A Member or the Legal Personal Representative of the Member may provide the Trustee with a notice in writing requesting the Trustee to establish a Death Benefit Rule that requires the Trustee to pay Benefits in the event of the death of the Member in a manner and form that the Member or the Legal Personal Representative of the Member so chooses; including whether the Benefit is to be a Lump Sum Benefit, a Pension Benefit or combination of both.
- 16.2.** The Trustee may accept or reject any notice referred to at Rule 16.1 and must reject such a notice if the Trustee holds a Binding Death Benefit Nomination from that Member. If the Trustee accepts the notice, the Trustee shall be bound to act in accordance with that Death Benefit Rule that would be established as a consequence of accepting the notice.

- 16.3.** A Member, or the Legal Personal Representative of the Member, may provide the Trustee with a notice in writing requesting the Trustee to delete or amend a Death Benefit Rule that was previously established at the request of the Member and, if amended, the Trustee shall act in accordance with that amended Death Benefit Rule.
- 16.4.** The Trustee shall not accept any notice referred to at Rule 16.1 or 16.3 if that would cause the Fund to become a Non-Complying Self Managed Superannuation Fund.

Rule 17. Terms and Conditions of a Pension deemed to be a Rule

Explanation

Rule 48.2 states that the Trustee must document the terms and conditions set down for the payment of a Pension and notify the Member of these terms and conditions. This Rule deems that those terms and conditions to be part of the Rules. This ensures that where, for example, the terms and conditions of a Pension provide for a reversion of the Pension on the death of the Member to their Spouse, Dependant or Legal Personal Representative and the Trustee is bound to act in accordance with those terms and conditions.

Rule

A Member, or the Legal Personal Representative of the Member, may in writing notify the Trustee of his or her acceptance of the terms and conditions of a Pension payable according to Rule 48 as a Rule. Upon that acceptance by the Member, or the Legal Personal Representative of the Member, those terms and conditions will be deemed to be a Rule unless payment of the Pension causes the Fund to be a Non-Complying Self Managed Superannuation Fund.

Warning

Pension arrangements entered into prior to 1 July 2007 must be reviewed to ensure that the terms and conditions of the Pension meet the current standards set out in the *SIS Regulations*.

- End of Part One -

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Part Two: Operation and Administration of the Fund

Termination of Membership

Rule 18. Expulsion of a Member

Explanation

The object of this Rule is to allow the Trustee to expel a Member for any reason the Trustee considers necessary. The Trustee might do this if the Trustee feels that a Member's continued Membership of the Fund is not in the interests of the Fund. An example might be where there is a family break down and inter personal relationships threaten the viability of the Fund.

Rule

- 18.1.** The Trustee may expel a Member as a Member of the Fund for any reason that the Trustee determines. At the same time the person must retire as Trustee of the Fund.
- 18.2.** The Trustees must give notice to the Member of the member's expulsion from the Fund. If a Member is expelled from the Fund pursuant to Rule 18.1, the balance of the Member's Accounts is to be transferred to such other Superannuation Entity as requested by the Member; and, if the Trustee of the Fund has not received a transfer notification from a Member or former Member within a period of sixty days from the time the Trustee notified the Member of their expulsion, the Trustee may transfer the Member's Accounts to an Eligible Rollover Fund.

Rule 19. Ceasing to be a Member

Explanation

Normally a Member will only cease being a Member:

- if the Member dies; or
- the Member is no longer entitled to receive Benefits from the Fund; or
- the Member ceases to be eligible to be a Trustee (or ceases to be eligible to be a director of a company which is a Trustee).

The Trustee also has the power to determine that a Member should no longer be a Member (for example, if two Members who are Spouses separate or divorce, the Trustee might decide that, in the interests of the Fund, one of those persons should not be a Member of the Fund).

Rule

- 19.1.** Unless prohibited by the Act, a Member shall be deemed to have ceased to be a Member on the first to occur of the following:
- (a) the Member no longer being entitled to receive Benefits from the Fund;
 - (b) the Trustee determining that the Member should no longer be a Member;
 - (c) the death of the Member, or if the Trustee decides otherwise, no later than the time any Legal Personal Representative of the Member ceases to act as Trustee or director of the Trustee company; and

- (d) the date being no later than the earliest of either:
- (1) four months from the date a Member became ineligible to be a Trustee, or to be a director of a company which is a Trustee, unless a Legal Personal Representative of that Member is appointed a Trustee; and
 - (2) the date just before a Member became ineligible to be a Trustee, or to be a director of a company which is a Trustee, unless a Legal Personal Representative of that Member is appointed as a Trustee.

Members' Accounts

Rule 20. The Trustee must keep Members' Accounts

Explanation

The Trustee must keep an individual account for each Member. An account may be either a Member's Accumulation Account or a Member's Pension Account. More than one Member's Accumulation Account or Member's Pension Account may be kept for each Member.

The Trustee should ensure that a record is kept of the various components of a Member's Benefit in the Fund. This will assist the Trustee in determining the taxation consequences of any Benefits paid to a Member or upon the death of the Member to a Dependant or the Legal Personal Representative of the Member. These components are:

- The Tax Free Component comprising:
 - a Crystallised Segment, which is a consolidation of various existing components of a Member's Benefits calculated as at 30 June 2007 including any un-deducted Contributions, CGT exempt component, concessional component and post June 1994 invalidity component; and
 - a Contributions Segment, which includes all non-assessable Contributions made from 1 July 2007, typically a Member's personal or 'non-concessional' Contributions.
- The Taxable Component is the balance of the Member's Benefit less the Tax Free Component and comprises:
 - An Element Taxed in the Fund comprising Contributions and Earnings which have been subject to Tax in the Fund; and
 - An Element Untaxed in the Fund, which is uncommon in a Self Managed Superannuation Fund. This component may arise upon the death of a Member where the proceeds of an insurance policy on the life of the Member are received by the Trustee for payment to the Benefit of the Member's Dependents.

Rule

20.1. The Trustee must keep, for each Member, an account that records:

- (a) Contributions received, Earnings, amounts allocated to and from Reserves, Benefits paid; and
- (b) all other amounts that the Trustee resolves should be added to or deducted from those accounts.

20.2. The balance of a Member's Account must be positive.

20.3. The Trustee can keep more than one account for a Member, including more than one Member's Accumulation Account and more than one Member's Pension Account.

- 20.4.** The Trustee must keep a record of the Tax Free and Taxable Components of a Member's Benefit in a Member's Account or Accounts.

Rule 21. Additions to a Member's Account

Explanation

Additions to a Member's Account will normally represent Contributions, roll-overs or Earnings. Additions may also include an allocation made by the Trustee from a Reserve into a Member's Account.

Contributions may include Splittable Contributions that have been transferred from a Member's Spouse in accordance with the Spouse contributions splitting rules in the *Act* (see Rule 27).

Rule

- 21.1.** On the last day of each month, or such other time as the Trustee might determine, or on any earlier date as required by the *Act*, the Trustee shall add to a Member's Account:
- (a) the amount of Contributions received by the Trustee for the benefit of the Member;
 - (b) at the discretion of the Trustee, such part of the Earnings as the Trustee believes should be added to that Member's Account;
 - (c) the amount of any Splittable Contributions as the Trustee has agreed to add to that Member's Account;
 - (d) any amount to which a Member is entitled because of a Payment Split; and
 - (e) such other amounts including allocations of Reserves or proceeds of any Policy as the Trustee might determine;

provided that any such addition to the Member's Account does not cause the Fund to become a Non-Complying Self Managed Superannuation Fund.

Rule 22. Deductions from a Member's Account

Explanation

Deductions from a Member's Account will normally represent expenses directly attributable to the Member, or that portion of the Fund's general expenses that the Trustee requires to be allocated to the Member's Account. Deductions may also include:

- any losses which the Trustee believes should be attributed to that Member;
- an Excess Contributions Tax liability assessed to the Member; and
- any transfers such as transfers of Splittable Contributions taken by the Trustee from a Member's Account and transferred to another account.

Rule

- 22.1.** On the last day of each month, or such other time as the Trustee might determine, or on any earlier date as required by the *Act*, the Trustee shall deduct from a Member's Account:
- (a) that part of the expenses of the Fund that the Trustee believes should be deducted from that Member's Account;
 - (b) that part of any loss of the Fund that the Trustee believes should be deducted from that Member's Account;

- (c) the amount of any payments of Benefits made to the Member, or any other person, from that Member's Account;
 - (d) the amount of any Taxes payable by the Trustee, that the Trustee believes should be deducted from that Member's Account;
 - (e) the amount of any Excess Contributions Tax liability required to be deducted from that Member's Account in accordance with Rule 25; the amount of any Splittable Contributions that the Trustee has agreed to deduct from that Member's Account;
 - (f) any amount which is to be required to be deducted from that Member's Account because of a Payment Split;
 - (g) any other amount which the Trustee believes should be deducted from that Member's Account, including any amount to be transferred to a Reserve or to another Member's Account;
 - (h) Excess Non- Concessional Contributions and associated earnings in accordance with Rules 25 and 32; and
 - (i) Excess Concessional Contributions on receipt of a Release Request;
- provided that the amount of any such deduction would not cause:
- (1) the balance of the Member's Account to be less than that Member's Minimum Benefits, unless allowed by the Act; or
 - (2) the Fund to become a Non-Complying Self Managed Superannuation Fund.

Appointment of Auditor and Specialists

Rule 23. The Trustee must appoint an Approved Auditor and may appoint a specialist

Explanation

The Trustee must each year appoint an Auditor to audit the Fund. The Auditor is required to produce an annual audit opinion report.

The law relating to Self Managed Superannuation Funds is extremely complex. A failure to comply with the law might see the Fund severely penalised and cause a Trustee to be fined and even imprisoned. As a consequence, the Trustee might decide that it is prudent that a specialist be appointed to assist the Trustee in:

- ensuring that the Fund remains a Self Managed Superannuation Fund; and
- the administration and management of the Fund.

Rule

- 23.1.** On establishment of the Fund, and for every subsequent year of income, the Trustee must appoint an Auditor to audit the Fund. The Auditor must submit, to the Trustee, a report in the form required by the Act.
- 23.2.** On establishment of the Fund, and thereafter as the Trustee may determine, the Trustee shall appoint such specialists as required by the Trustee to assist the Trustee in:
- (a) ensuring that the Fund remains a Complying Self Managed Superannuation Fund; and
 - (b) the management and administration of the Fund.

Contributions, Roll-overs and Transfers

Rule 24. Who can make Contributions

Explanation

The Trustee may accept Contributions from:

- a Member;
- a Member's Employer;
- a Member's Spouse;
- a Relative of a Member;
- an Employer of the Spouse or Relative of the Member;
- the Regulator;
- the Government; and
- any other person or entity;

provided the Contributions are made in accordance with the *Act*.

From 1 July 2007 annual limits have been imposed to cap the amount of Contributions which can be made by or for the benefit of a Member. More information is provided about these limits in the Product Disclosure Statement supplied with these Rules.

Contributions may be made in cash or by an in-specie transfer of assets. Care needs to be taken that the rules in the *Act* dealing with the acquisition of assets from Members are not contravened.

A Member must ensure that they provide the Trustee with their tax file number, before any Contributions are made by them or on their behalf to the Fund.

Rule

24.1. A person may make Contributions to the Fund for the benefit of a Member, provided the Fund will not, by reason of acceptance of those Contributions:

- (a) become a Non-Complying Self Managed Superannuation Fund, or
- (b) be in breach of the *Act*.

Rule 25. Excess Contributions

Explanation

Superannuation Contributions are subject to annual limits.

Any Contributions received by the Fund that are in excess of a relevant limit will be subject to additional tax. This tax (an Excess Contributions Tax) is imposed on individuals and not the Fund. Where an Excess Contributions Tax liability arises a Member will be able to, and in some cases must, withdraw an amount equal to their tax liability from the Fund.

If a Member is over 65, the Fund must return non-concessional Contributions in excess of the cap; as per sub-regulation 7.04(3) and 7.04(4) of the SISR and ATO ID2007/225.

Explanation cont.

For the 2013/14 financial year onwards, excess contributions are no longer subject to excess contributions tax. These changes will also apply retrospectively. A Member who has non-concessional contributions in excess of their cap can elect to release an amount equal to those excess contributions plus 85% of an associated earnings amount for those contributions from their superannuation. The full associated earnings amount will be included in the Member's assessable income in the year the excess contribution arose and will be taxed at the Member's income tax marginal rate rather than the excess concessional contributions tax of 31.5%. The Member will be entitled to a non-refundable tax offset equal to 15% of the associated earnings amount that is included in their assessable income.

Excess non-concessional contribution tax will not be imposed on excess contributions to the extent that they are released from superannuation, or where the value of a Member's remaining superannuation interests is nil. Excess non-concessional contributions tax will be imposed on excess non-concessional contributions that remain in a superannuation plan.

Rule

25.1. The Trustees are required to comply with the provisions of the *Act* concerning:

- (a) any Excess Contributions Tax imposed on a Member; and
- (b) provided it is permitted by the *Act*, the withdrawal by a Member of Non-Concessional Contributions in excess of the Non-Concessional Contributions Cap and any associated earnings.

25.2. If a Member has an Excess Contributions Tax Liability and has lodged a Release Request with the Trustee, the Trustee shall, if permitted by the *Act*, within thirty days of receipt of that request pay to the Member or, at the Member's request, pay to the Australian Taxation Office that amount which is the lesser of:

- (a) any amount requested that the Trustee pay to the Member or to the Australian Taxation Office, which the Member has, by notice, attached to the Release Request;
- (b) the amount of Excess Contributions Tax stated on that Release; and
- (c) the total amount of that Member's Superannuation Interest in the Fund.

Rule 26. The Trustee may accept a transfer from another Superannuation Entity

Explanation

A Member may request that the Trustee accept a transfer of an amount from another Superannuation Entity.

The Trustee has absolute discretion as to whether to accept any such transfer. The Trustee can make an acceptance subject to conditions. Where the Trustee resolves to accept an in-specie transfer of assets, the Trustee must ensure that the transfer of the assets to the Fund does not breach the *Act* or the Rules of the Fund.

Rule

A Member, or the Legal Personal Representative of the Member, may request that the Trustee accept a transfer of an amount from another Superannuation Entity. The Trustee has the sole discretion to determine whether or not to accept the whole or part of such amount and whether or not conditions should apply to the acceptance of that transfer. The Trustee cannot accept a transfer of an amount to the Fund if acceptance of that amount would cause the Fund to become a Non-Complying Self Managed Superannuation Fund.

Rule 27. Allotments, Transfers and Rollovers of Benefits

Explanation

A Member may request the Trustee to allot, transfer or rollover all or part of their Member's Account to another Superannuation Entity or to another Member's Account. The Trustee may also at its discretion so allot, transfer or rollover all or part of a Member's Account.

Examples of where such transfers might be appropriate are:

- upon receipt of a request from a Member to transfer an amount of Splittable Contributions from their Member's Account to their Spouse's Member's Account;
- where a Payment Split is required to be made for the purposes of Part VIIIB of the *Family Law Act 1975*; and
- where one Member separates from his or her Spouse who is also a Member.

Rule

27.1. If a Member or the Legal Personal Representative of the Member:

- (a) requests the Trustee to allot, transfer or rollover all or part of their Member's Account to another Superannuation Entity or to another Member's Account;
- (b) the Trustee is satisfied that any such allotment, transfer or rollover will not cause the Fund to be a Non-Complying Self Managed Superannuation Fund; and
- (c) or if the Trustee is required by law or agreement made for the purposes of the *Family Law Act 1975* the Trustee shall within such period as required by the Act or other law, allot, transfer or rollover the whole or that part of the Member's Account to that other Superannuation Entity or to the other Member's Account.

27.2. The Trustee has sole discretion, unless prohibited by the Act, to transfer the balance of a Member's Account to another Complying Superannuation Fund or to another Member's Account, provided that the Fund does not become a Non-Complying Self Managed Superannuation Fund or breach the Minimum Benefit provisions.

27.3. The Trustee may affect the transfer or rollover in the manner and form of the Trustee's choice, including whether the transfer is by way of cash or assets or has conditions attached.

Investments

Rule 28. The Trustee must formulate a written investment strategy

Explanation

The Trustee must prepare and implement a written investment strategy. This is a requirement of the Act.

The investment strategy:

- must reflect the purpose and circumstances of the Fund and have particular regard to the Members' profile, Benefit structure, tax position and liquidity requirements of the Fund; and
- should set out the investment objectives of the Fund and detail how the Trustee will achieve those objectives.

Explanation cont.

Breaches of the investment strategy requirement may result in the Trustee being fined or sued for loss or damages. In addition, the Fund could become a Non-Complying Self Managed Superannuation Fund

If the circumstances of the Fund change (for example because of the receipt of an exceptional Contribution), the Trustee should reconsider and possibly revise the Fund's investment strategy.

Rule

- 28.1.** The Trustee must formulate, review regularly and implement an investment strategy that considers the whole of the circumstances of the Fund including, but not limited to, the following:
- (a) the risk involved in making, holding and realising, and the likely return from the Fund's investments considering its objectives and its expected cash flow requirements;
 - (b) the composition of the Fund's (or part of the Fund's) investments as a whole, including the extent to which the investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;
 - (c) the liquidity of the Fund's investments, considering its expected cash flow requirements;
 - (d) the ability of the Fund to discharge its existing and prospective liabilities;
 - (e) the needs of Members considering their age, income level and retirement needs; and
 - (f) whether the Trustees of the Fund should hold a contract of insurance that provides insurance cover for one or more Members of the Fund.
- 28.2.** The investment strategy must be documented in writing and signed by the Trustee.
- 28.3.** The investment strategy may consist of one strategy for the whole of the Fund, or separate investment strategies for the various parts of the Fund.
- 28.4.** The Trustee must review the Fund's investment strategy at least annually and may amend that investment strategy after such review or at any other time the Trustee believes is appropriate. If the Trustee amends an investment strategy, all Members affected by any such amendment shall be advised in writing of all details of the amendment.
- 28.5.** A Member may, at any reasonable time, request the Trustee to produce the Fund's investment strategy for inspection and the Trustee shall comply with this request by the Member.
- 28.6.** The Trustee must set an investment strategy for one or more Reserves of the Fund. Any such investment strategy must be based upon the prudential management of assets of the Reserve, or such other requirements as laid down in the Act.
- 28.7.** In setting the investment strategy, the Trustee may act on the advice of an investment adviser provided the Trustee reasonably believes that the adviser is qualified and has the necessary skills to provide such advice.

Rule 29. The Trustee must invest the assets of the Fund**Explanation**

The Trustee must invest the assets of the Fund.

The Trustee must ensure all investment decisions are made in accordance with the investment strategy.

Explanation cont.

While all of the assets of the Fund might be in cash, the Trustee of the Fund must have determined in an investment strategy that the holding of cash is the appropriate investment for the Fund at this time.

Rule

The Trustee must invest the assets of the Fund in accordance with the Fund's investment strategy.

Rule 30. Holding of assets for the Members

Explanation

The Trustee may adopt a "pooled investment strategy" or a "separate investment strategy" for the Fund. A Member may request the Trustee to adopt a separate investment strategy for that Member; the Trustee may invest amounts held for the benefit of any one Member differently from the way amounts are invested for other Members.

Rule

30.1. Subject to Rule 30.2 below a Member, or the Legal Personal Representative of the Member, can request that the Trustee:

- (a) invest Contributions, transfers, or rollovers made to the Fund for the benefit of that Member; and
- (b) separate income from the investment of those Contributions, transfers, or rollovers from any other investments of the Fund.

The Trustee need not accept that request.

30.2. If so requested by an irrevocable request made by a Member the Trustee shall hold any property transferred by the Member to the Fund provided the Trustee has accepted the transfer of that property:

- (a) solely for the benefit of the Member;
- (b) solely for the purpose of providing a retirement benefit to the Member; and
- (c) specifically for the benefit of the Member as a Member.

30.3. If Rule 30.2 applies:

- (a) Neither the property nor the proceeds of the sale of the property can be pooled with property held for another Member; and
- (b) No other Member can obtain an interest in the property or in the proceeds of sale of the Property.

30.4. Neither the Member nor the Trustee can vary or revoke Rules 30.2, 30.3 or this Rule 30.4.

Rule 31. Authorised investments

Explanation

These wide provisions are to ensure that there is no doubt as to a Trustee's ability to make various investments. The Trustee should not make investment that would cause the Fund to fail the "sole purpose test"; or become a Non-Complying Self Managed Superannuation Fund.

Rule

- 31.1.** Subject to the *Act* and these Rules; and provided an investment does not result in the Fund becoming a Non-Complying Self Managed Superannuation Fund, the Trustee may invest the assets of the Fund as if the Trustee is the absolute and beneficial owner of those assets. In investing the assets of the Fund, the Trustee shall exercise such diligence and prudence as an ordinary prudent person would exercise in conducting his or her own affairs.
- 31.2.** Unless otherwise prohibited by the Rules, the Trustee may invest the assets of the Fund in any investment the Trustee believes appropriate. The investments may be both within and outside Australia. In particular, the Trustee shall have the power to apply or invest any monies requiring to be invested under these Rules, either alone or in partnership or co-ownership with any person. The Trustee may:
- (a) acquire any one or more of the investments from time to time sanctioned by law in any State or Territory of Australia for the investment of trust monies;
 - (b) acquire real or personal property or any interest therein and, without limiting the generality thereof, any patent, copyright, design, formula, secret process, concession, trademark and other like right or privilege in Australia or in any other country;
 - (c) acquire fully or partly paid shares including redeemable, preference or redeemable preference shares, stock debentures, debenture stock bonds, units, securities or obligations or any interest, with or without deferred, restricted, qualified or special rights relating thereto and whether or not there is or is not a liability in respect of any such shares, units, securities or interests, of or in any public proprietary or no liability company, association, firm, mutual fund or unit trust wherever incorporated or formed, whether carrying on business in Australia or in any other country, or in giving any guarantee or otherwise becoming a proprietor of a company limited by guarantee;
 - (d) acquire options, entitlements or rights to any of the securities mentioned in paragraph (c) of this sub-clause;
 - (e) acquire a fixed deposit or monies at call with any bank, savings bank, building society, company, corporation or firm wherever incorporated or situated and wherever carrying on business;
 - (f) acquire any policy of assurance or insurance of any kind whatsoever and wherever made;
 - (g) make loans to any person or company, except to Members or a Relative of a Member;
 - (h) acquire gold, silver, works of art, coins, stamps, furniture, ornaments, precious objects, jewellery and antiques;
 - (i) acquire foreign currencies, hedging contracts, commodity contracts and also options or future contracts of any kind which are quoted on a recognised stock exchange;
 - (j) lodge monies with a permanent building society, wherever situated, by taking up shares or depositing Funds; and
 - (k) acquire any reversionary or deferred property or rights of any description.

Rule 32. Trustee Powers

Explanation

This Rule is designed to give the Trustee sufficient powers to administer the Fund and manage the investments of the Fund.

Rule

- 32.1.** In the administration of the Fund and in the exercise of the powers, authorities and discretions conferred by the Deed, by the Rules or by law the Trustee shall in addition to those powers conferred on the Trustee by the Act have the following additional powers:
- (a) **Act notwithstanding personal interest:** generally to exercise or concur in exercising all the foregoing powers and discretions contained in this Deed or otherwise by law conferred notwithstanding that any person being a Trustee or any person being a director or shareholder of a Trustee or any person being a relative of a Trustee or any person being a relative of a director or shareholder of a Trustee hereof (being a company) has or may have a direct or personal interest (whether as trustee of any other settlement or in his/her personal capacity or a shareholder or director or as a relative of the Trustee or relative of a director or shareholder of a Trustee or member or partner of any company or partnership or as a unit holder in any Unit Trust or beneficiary of any Discretionary Trust or otherwise howsoever) in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee, but provided that this power may only be exercised in the circumstances permitted by the *SIS Act* and the *SIS Regulations*;
 - (b) **To accept contributions:** provided that the Trustee may not accept an amount as a Contribution if the acceptance of the contribution would to the knowledge of the Trustee cause the Fund to be liable to the Excess Contributions Tax;
 - (c) **To deal with assets:** to sell, call in, convert into money, grant options or rights to purchase, mortgage, charge, sub-charge, or otherwise deal with or dispose of or transfer any item or asset comprising the whole or part of the Fund;
 - (d) **To deal with real property:** to acquire, dispose of, exchange, strata title, subdivide, mortgage, sub-mortgage, lease, sub-lease, grant, release or vary any right or easement or otherwise deal with any interest in real property;
 - (e) **To deal with personal property:** to acquire, dispose of, exchange, hire, lease, and mortgage or otherwise deal with any interest in personal property;
 - (f) **To lease:** to rent premises from any person, acquire the interest of any lessee in any lease, purchase, hire, take on lease, grant leases, sub-leases, tenancies or rights of any nature to any interest in real estate, motor vehicles, computer hardware and software, fixtures and fittings, furniture, utensils, plant and equipment and other personal property of any description;
 - (g) **To let:** to lease and let property owned by the Fund or held by the Trustee pursuant to the provisions of these Rules upon terms and conditions as the Trustee may decide, to accept surrenders from, and to make arrangements with a lessee or tenant as the Trustee may consider appropriate;
 - (h) **To engage specialists:** to employ or engage agents or professionals in the execution of the trusts and powers and instead of acting personally from time to time to employ or engage and pay out of the trust Fund such Managers, agents, Self Managed Superannuation Fund advisers, solicitors, barristers, auditors, accountants, brokers, surveyors or other persons, to transact any business of the Fund, including to transact any business of the Fund under power of attorney of the Trustee or to do any act required to be done in connection with the administration of the trusts declared in the Deed, and to act upon the opinion or advice of any such person without being responsible for any loss or damage occasioned by acting in accordance therewith;

- (i) **To lend:** subject to these Rules and the *Act* to lend and advance monies;
- (j) **To Borrow:** to borrow if that borrowing is allowed by the *S/S Act*;
- (k) **To deal with bank accounts:** to open in the name of the Fund or in the name of any person or corporation as nominee of the Trustee, or in the joint names of the Trustee and another, any cheque, savings or other bank account with any bank or financial institution wherever situated, as the Trustee decides, with full power to operate or close any such account;
- (l) **To pay management expenses:** to pay out of the assets, Reserves or the income of the Fund, all costs charges and expenses incidental to the management of the Fund or to the exercise of any power, authority or discretion contained in the Rules or the Deed;
- (m) **To pay general expenses:** to pay insurance premiums, rates, taxes, rents, and outgoings in connection with any real or personal property of the Fund from the assets, Reserves or the income of the Fund and to manage such property and effect repairs as the Trustee may consider necessary or advisable and to pay any other insurance premiums the Trustee believes should be paid;
- (n) **To deal with corporate securities:** with respect to any company in which the Trustee holds shares, stocks, debentures, options, convertible notes or is otherwise interested or concerned ("securities") to exercise the following powers in addition to powers conferred by law:
 - (1) to pay calls on securities or to permit securities to be forfeited and sold;
 - (2) to purchase securities and to take up securities of a new issue;
 - (3) to attend meetings personally or by proxy, attorney or representative and vote at the discretion of the Trustee;
 - (4) to sell securities at such price and upon such terms as the Trustee decides and with or without security;
 - (5) to agree to any arrangement relating to the sale, transfer or exchange of any securities, or modifying any rights, privileges or interests in relation to the securities, to agree to any scheme or arrangement for the increase or reduction of the value or amounts of any shares or stock or of the capital of any company in which any securities form the whole or any part of the Fund, or by which any such securities are substituted or given in exchange, either wholly or partly for other securities, whether in the same company or not, for any such purpose to deposit, surrender or exchange any scrip or documents of title relating to the securities and generally to manage and deal with any securities as if the Trustee owned them beneficially; and
 - (6) to agree in respect of a winding up with the liquidator of a company or any Member of such company or any other person, in all things as the Trustee shall decide, for the division or partition in kind or in-specie of the assets or property of whatsoever nature of the company and to accept any of the assets and property in payment or satisfaction of any interest of the Trustee in the company with power to pay any monies by way of equality of division or partition;
- (o) **To deal with unit trust interests:** to acquire units of any fixed or flexible unit trust by way of application, purchase or settlement by the Trustee in the establishment of such unit trust and exercise all rights, including voting rights, and perform all obligations as a holder of any units in such trust and to accept all distributions by the Trustee of such unit trust;
- (p) **To deal with franchises:** to acquire by means of purchase or otherwise and to sell, dispose, relinquish or otherwise deal in franchises, franchise agreements, licences or things of like nature;

- (q) **To deal with subdivision of property:** to partition or agree to the partition of or to subdivide or agree to the subdivision of property of any kind which, or any interest in which, may for the time being be subject to these trusts and to pay monies by way of equality or partition;
- (r) **To maintain property:** to maintain and preserve in good condition any real or personal property of the Fund or otherwise held by the Trustee according to the Rules and to pay or defray those costs;
- (s) **Power to set aside:** to set aside out of the income or capital of the Fund from time to time such money as may in the opinion of the Trustee be sufficient to meet any debt or obligation due or accruing;
- (t) **To deal with future contracts and options:** to engage brokers or commission agents, vary and determine terms of any such engagement directly or through a broker or agent in any market in any part of the world buy sell, open, close-out or otherwise deal in futures contracts of all kinds, enter into, vary, exercise, abandon or sell any put or call option or rights, or place bids, make offers, hedge and effect orders including buy, sell, straddle, switch and stop-loss order, to tender and take delivery of commodities and currencies which are the subject of any futures contract or option, and otherwise to do and perform all things to operate on, utilise or deal with facilities of any stock or futures exchange, provided the Trustee maintains a derivatives risk management strategy;
- (u) **Trustee's power to deal with itself:** notwithstanding any rule or law or equity to the contrary:
 - (1) to acquire as property of the Fund real or personal property the legal and beneficial interest in which is at the date of such acquisition the absolute property of the Trustee PROVIDED THAT any property so acquired is acquired for a consideration being not greater than the current Market Value of the property and upon which such acquisition the beneficial interest in and to the property shall be held by the Trustee according to the Rules;
 - (2) to dispose of any beneficial interest in property of the Fund to itself;
 - (3) to lease to the Fund any real or personal property the legal and beneficial interest in which is at the date of such acquisition the absolute property of the Trustee; and
 - (4) to lease any property of the Fund to itself;
- (v) **To deal with policies:** to effect or acquire policies of life assurance of any kind on the life of any Member or in respect of sickness, disability or accident to any Member, to pay premiums transfer, surrender, change the status of and deal with these policies in any manner whatsoever, whether or not these policies are individual policies on the life of one person or a group policy on the lives of two or more persons, to purchase or enter into insurance or investment bonds whether or not the bonds are linked to a policy over the life of any person;
- (w) **To deal with agency and licences:** to apply for, purchase and hold any permit, agency or licence which may be desirable or required to enable or facilitate the carrying on of any business which the Trustee is empowered to engage in and to surrender, relinquish, sell, vary or assign the same;
- (x) **To deal with choses-in-action:** to acquire choses-in-action including debts and obligations of all kinds for value or by way of gift or at a discount or at a premium and to assign, release, vary, relinquish or otherwise deal with the choses-in-action in any way whatsoever on such terms and conditions as the Trustee may see fit;
- (y) **To receive gifts or distributions:** to receive property by gift inter vivos or by distribution under a Will or under the provisions of any other trust or otherwise from any person as an addition to the Fund, whether subject to liabilities or not and to hold these gifts according to the Rules and to administer such additions under these provisions;

- (z) **To deal with legal proceedings:** to institute, join in and defend proceedings at law or by way of mediation or arbitration and to proceed to the final end and determination of, or to compromise the same and to compromise and settle any such dispute or proceedings for such consideration and upon the terms and conditions as the Trustee may decide;
 - (aa) **To deal with intellectual property:** to apply for, purchase or otherwise acquire and to sell patents, patent rights, copyrights, trademarks, designs, formulas, licenses, concessions, know-how and the like, conferring any exclusive or non-exclusive or limited right to use of any other intellectual property rights and to use, exercise, develop or grant licenses in respect of or otherwise turn to account the property rights or information so acquired;
 - (bb) **To deal with the release of powers:** by irrevocable Deed to renounce and release any power conferred on the Trustee under the Rules in respect of the whole or any part of the Trustee or the income or any part thereof. Upon such renunciation and release, any power shall be deemed to be at an end and no longer exercisable by the Trustee to the extent of the renunciation and release;
 - (cc) **To deal with incidental powers:** to do all such other things as may be incidental to the exercise of the powers, rights, discretions and authorities hereby conferred on the Trustee;
 - (dd) **To grant power of attorney:** in the exercise of all or any of the powers herein confirmed upon the Trustee to appoint an attorney and to execute any power of attorney or such other instrument as in the opinion of the Trustee is necessary for the exercise of those powers, provided it is permitted by law;
 - (ee) **To appoint a custodian:** to appoint a custodian to hold the legal title of any asset acquired, or to be acquired, by the Trustee on such terms as the Trustee thinks fit;
 - (ff) **To deal with indemnities:** to give indemnities to, or on behalf of, any person that the Trustee thinks fit;
 - (gg) **To deal with bills of exchange:** The Trustee may raise any money in any lawful manner including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument. The Trustee may secure the repayment of any moneys so raised with interest at such rate as the Trustee thinks fit and upon any terms and conditions in all respects as the Trustee thinks fit. Any money raised by the Trustee will form part of the Fund; and
 - (hh) **To deal with Excess Non-Concessional Contributions:** Provided it is permitted by the Act, to allow a Member to withdraw Non-Concessional Contributions in excess of the Non-Concessional Contributions Cap and any associated earnings.
- 32.2. These powers shall be in addition to any other powers, authorities and discretions vested in the Trustee by another provision of the Deed, the Rules or by law.
- 32.3. These powers shall not be limited by, or be construed so as to be limited by, any other powers, authorities and discretions otherwise provided by the Deed, the Rules or by law.
- 32.4. In exercising these powers, the Trustee must ensure at all times that the Fund remains a Complying Self Managed Superannuation Fund.
- 32.5. A Trustee who is a natural person may be a director of any company in which any monies forming part of the Fund are from time to time invested and may receive the remuneration attached to such office without being liable to account for it, unless that appointment would cause the Fund to become a Non-Complying Self Managed Superannuation Fund.
- 32.6. Subject to the terms of these Rules, the Trustee may exercise or concur in exercising all powers and discretions given under this Deed or by law, notwithstanding that the Trustee or any person being a director or shareholder of the Trustee has or may have a direct or indirect interest in the result of exercising such powers or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee.

Rule 33. The assets of the Fund are to be held in the Trustee's name

Explanation

The *SIS Act* as well as the Rules require that all the assets of the Fund be in the Trustee's name and held separately from any assets held by the Trustee personally, a Member, or by an Employer of a Member. No Member has any entitlement to a specific asset of the Fund.

Rule

Except if allowed or required by the *SIS Act*, the assets of the Fund must be held in the Trustee's name and must be held separately from any assets held by the Trustee personally, a Member, or an Employer of a Member.

Rule 34. Trustee may receive gifts or distributions

Explanation

The Trustee of the Fund may receive gifts or distributions (additional to investment income derived from any investments made by the Fund) from:

- any company;
- any trust including a family trust, testamentary trust or the legal estate of a deceased person;
- any partnership, business, commercial or investment enterprise; and
- any government or statutory body;

so long as the acceptance of any such gift or distribution does not cause the Fund to become a Non-Complying Self Managed Superannuation Fund.

Gifts or distributions received by the Fund can be in cash or property. Distributions would normally be from a trust (note that there can be adverse tax consequences if the Fund receives gifts or distributions).

Rule

34.1. The Trustee can accept a distribution or a gift made to the Fund, provided the Fund will not by reason of acceptance of that distribution or gift become a Non-Complying Self Managed Superannuation Fund or the Trustee otherwise resolves that the Trustee should not accept that distribution or gift.

34.2. The Trustee may allocate any such distribution or gift at its discretion to the Earnings, a Reserve, a Member's Account or apply it for any such purpose as the Trustee determines, including the payment of a Pension to a Member, their Legal Personal Representative or to a Dependant in the event of the Member's death.

Rule 35. The Trustee must not borrow unless permitted by the Act

Explanation

The Trustee will not normally be allowed to borrow or mortgage or charge the assets of the Fund. A borrowing includes an overdraft or a margin account.

Except for limited short term borrowings the major exception to the "no borrowings" rules contained within the *SIS Act* are the "limited recourse borrowing arrangements" rules.

Explanation cont.

These rules allow a fund to borrow to acquire an asset provided the legal title to the asset (or replacement asset) is held on trust for the fund, that the fund has the right to acquire legal ownership of the asset (or replacement asset) and that the rights of the lender are limited to the asset (or replacement asset). This means that a fund can borrow to acquire an asset, such as:

- an investment property;
- a share; and
- a unit in a unit trust.

Any borrowing arrangement must be on a limited recourse basis. That is if the fund defaults on a borrowing the lender's rights against the fund are limited to the asset acquired as a result of the borrowing.

A fund must not be the legal owner of the asset. Rather it must be the beneficial owner of the asset.

There are no limitations as to whom the lender must be but the most obvious arrangement would be for a bank to lend directly to a fund. A member or associated party can also lend money to the fund as long as the arrangement is on arms-length terms.

Due to the complex nature of the "limited recourse borrowing rules" before implementing a non-recourse borrowing it may be appropriate to seek professional advice.

Rule

35.1. Except as otherwise provided by the Act, the Trustee must not:

- (a) borrow money;
- (b) maintain an existing borrowing of money;
- (c) recognise, or anyway encourage or sanction, a charge over, or in relation to a Member's Benefits; and
- (d) give a charge over, or in relation to, an asset of the Fund.

35.2. The Fund may borrow, unless this would render the Fund a non-complying Fund, provided that:

- (a) the borrowed money is applied for the purposes of the acquisition of an asset other than one which the Fund is prohibited from acquiring;
- (b) the asset is held on trust so that the Fund acquires a beneficial interest in the asset;
- (c) the Fund has a right to acquire legal ownership of the asset; and
- (d) the rights of the lender against the Fund for default on the borrowing, or on the sum of the borrowing and charges related to the borrowing, are limited to rights relating to the asset.

35.3. The Trustee must not acquire an asset from a Member, or an Associate of a Member, unless that asset is an allowable acquisition under the Act and acquired at market value.

Earnings

Rule 36. The Trustee must determine and allocate the Earnings of the Fund

Explanation

The Trustee must determine the Earnings of the Fund each Financial Year.

Rule

- 36.1. The amount of the Fund's Earnings for all or part of a Financial Year is to be determined by the Trustee and may include income received and accrued, realised and unrealised gains and any other such amounts as the Trustee believes should form part of the Fund's Earnings.
- 36.2. The Trustee has sole discretion as to where to allocate or how to apply Earnings, including allocating Earnings to a Member's Accumulation Account, a Member's Pension Account, or a Reserve and using Earnings to pay a Benefit or expense of the Fund or any tax imposed upon the Fund.

Reserves

Rule 37. The Trustee may establish a Reserve

Explanation

The Trustee may create a Reserve. Normally a Reserve would be created to meet an expected liability of the Fund. A Member does not have any entitlement to amounts credited to a Reserve.

As examples the Trustee might establish a Reserve to which the following amounts may be added:

- Earnings before being allocated to Members;
- An amount (generally on the advice of an actuary) so as to ensure that the Trustee has sufficient Funds to pay a Pension;
- Amounts to be held in reserve for unexpected contingencies;
- Self-insurance amounts (whether for the Members generally, or for only one or more of the Members);
- The Trustee might establish a Reserve from which tax deductible amounts may be paid to the Legal Personal Representative or Dependant of a Member in the event of the Member's death; and
- The Trustee should determine at the time of establishment of a Reserve:
 - What amounts are to be added to or deducted from the Reserve;
 - The investment strategy to be adopted for that Reserve; and
- The proposed application of that Reserve.

Rule

- 37.1. The Trustee may, from time to time, establish such Reserves and add, deduct and allocate amounts to those Reserves as it considers appropriate (except that it may not establish a Reserve or add or deduct any amount to or from a Reserve if that would result in the Fund becoming a Non-Complying Self Managed Superannuation Fund).

- 37.2. The Trustee must formulate and implement a separate investment strategy for any Reserve. The investment strategy must be consistent with the Fund's investment strategy and with the Trustee's ability to discharge liabilities wherever actual or contingent, as and when they fall due.
- 37.3. No Member, nor any other person, shall have any entitlement to any amount in a Reserve.

Taxation

Rule 38. Payment of Tax and allocation to Members' Accounts

Rule

- 38.1. The Trustee must pay all Tax properly assessed to the Trustee.

Explanation

The general rule is that a Complying Superannuation Fund will be assessed for Tax on:

- Contributions made to the Fund on behalf of a Member (except non-deductible Contributions made by a Member); plus
- Capital gains after deduction of same year and carried forward capital losses; plus
- Earnings derived by the Fund on investment of Contributions; less
- Deductible expenses incurred by the Fund (which might include insurance expenses); less
- Carried forward tax losses.

Tax is levied at a rate of 15% on the net income of a Complying Superannuation Fund (although "special income" is taxed at a rate of 45%). Tax on capital gains on assets held by the Fund for more than a year is applied to only 2/3rds of the gain.

Carried forward tax losses do not include capital losses. Capital losses incurred as a consequence of a disposal of an asset acquired after 19 September 1985, whilst not deductible against ordinary income, may be offset against capital gains or carried forward to offset against future capital gains. Given possible long lead times between the incurrence of a capital loss and possible utilisation of that loss, the Trustee should ensure that adequate records are kept recording and evidencing the incurrence of that loss.

The allowance of any imputation credits received on franked dividends derived by the Fund will reduce the effective rate of Tax payable by the Fund.

Where a Trustee holds assets for the purposes of paying a Pension, the Trustee will not be subject to Tax on any income or gains derived from the investment of assets used to Fund payment of those Pensions.

Tax payable by the Fund need not be deducted from any particular Member's Account (it might be paid from a Reserve or deducted from Earnings).

- 38.2. The Trustee may, in the Trustee's discretion, deduct from a Member's Account Tax paid or payable by the Trustee:
- (a) as a consequence of the receipt by the Trustee of a Contribution for the Benefit of a Member;
 - (b) payable on any income added to a Member's Account; and
 - (c) any Tax which the Trustee reasonably believes may be payable as a consequence of a payment to a Member.

- 38.3. The Trustee may, in the Trustee's discretion, deduct from any account, including a Reserve, Tax paid or payable by the Trustee provided any such deduction will not cause the Fund to become non-complying.
- 38.4. If the Trustee receives a refund of Tax, the Trustee may add that refund to such Members' Accounts or such Reserve as it determines, provided that addition will not cause the Fund to become non-complying.

Insurance

Rule 39. The Trustee may establish an insurance plan

Explanation

The Trustee may establish an insurance plan. The insurance plan may provide lump sum or annuity cover payable in the event of a Member's death or disablement. Other insurances that may be acquired by the Trustee include sickness and accident, trauma, permanent disability and life insurance.

Rule

The Trustee may establish an insurance plan for the benefit of the Fund so as to enable the Fund to make payments (including the payment of Benefits on death or disability) to a Member, a Member's Dependant or the Legal Personal Representative of a Member in the event of a Member's death, disablement, illness or as otherwise allowed by the Act.

Rule 40. The Trustee may self insure

Explanation

The insurance plan may also require the Trustee to self-insure the Fund (so as to enable the Trustee to pay a Benefit to a Member or to a Member's Legal Personal Representative). In the event that the Trustee seeks to self-insure, the Trustee should:

- engage an actuary to provide such advice to the Fund;
- determine the scope of the Fund's self insurance needs;
- establish a self insurance Reserve; and
- set a separate investment strategy for the self insurance Reserve.

An amount paid from a Reserve established for the purpose of self insurance might be tax deductible.

From 1 July 2013, most Trustees are prohibited from providing insured benefits for members unless they are supported by an insurance policy from an insurer, that is, a fund will not be able to self-insure. For funds that do self insure at 1 July 2013, this standard takes effect on 1 July 2016.

From 1 July 2014, a Trustee is prohibited from providing members with insured benefits other than those that satisfy the conditions of release of the *SIS Regulations* for death, terminal medical condition, permanent incapacity and temporary incapacity.

Under these limited conditions of release, a member cannot currently access trauma insurance and Total Permanent Disability (TPD) proceeds from a fund, unless an alternative condition of release is met. As a result, the insurance proceeds cannot be released to members at the time of their disability, but must remain within the fund until an appropriate condition of release is satisfied.

Rule

- 40.1.** Provided it is permitted by the *Act*, the Trustee can elect to self insure so long as the insured benefit is fully supported by an insurance policy provided by an external insurer. If a Fund has provided self insurance before 1 July 2013, it must comply with this provision from 1 July 2016.
- 40.2.** The Trustee is prohibited from providing insured benefits other than those that are consistent with the conditions of release in the *SIS Regulations* for death, terminal medical condition, permanent incapacity and temporary incapacity.

Rule 41. The Trustee has discretion as to the application of any insurance proceeds

Rule

- 41.1.** Subject to the *Act*, the Trustee has absolute discretion as to the application of any insurance proceeds received by the Fund and may allocate the proceeds to any Member's Account or to Reserves of the Fund.
- 41.2.** No Member, nor their Legal Personal Representative, nor any other person, has any interest in any insurance proceeds that might be received by the Fund.
- 41.3.** If a Benefit would ordinarily include an insured component under a Policy (for example a Benefit payable on the Member's death or disablement) but:
- (a) no amount is paid under that Policy; or
 - (b) the amount paid under the Policy is less than the amount that would ordinarily be payable;
- an amount payable to the Member may be adjusted accordingly.
- 41.4.** This clause is:
- (a) for the protection of the Trustees and the Fund; and
 - (b) not to be taken as conferring any rights on Beneficiaries in respect of benefits additional to those conferred under other provisions of this Deed.

Annual Accounts

Rule 42. The Trustee must prepare annual accounts

Rule

- 42.1.** The Trustee must keep such accounting records as are required by the *Act*.
- 42.2.** Such accounting records are to be kept in such form and supported by such documentation as to enable them to be properly audited.
- 42.3.** The Trustee must, as soon as practical after the end of each Financial Year:
- (a) prepare a statement of financial position recording the assets and liabilities of the Fund as at the end of that preceding Financial Year;
 - (b) prepare an operating statement recording the profit derived or loss incurred by the Fund for that preceding Financial Year (or part year if the Fund was not in existence for a full year);
 - (c) arrange for these statements and the accounting records of the Fund to be audited by an Approved Auditor;

- (d) arrange for all tax returns and other statements required to be lodged, pursuant to the *Act*, by the Fund and to be lodged as and when required; and
 - (e) prepare any Member and other statements and reports as required by the *Act*.
- 42.4.** The Trustee must retain the accounts and statements prepared in accordance with Rule 42.3 for a minimum period of 5 years after the end of the Financial Year to which they relate.

Fund Compliance

Rule 43. Trustee must maintain the Fund's complying status

Explanation

The Trustee must ensure that at all times the Fund is a Complying Self Managed Superannuation Fund. This means that it must at all times comply with the provisions of the *SIS Act* and its regulations and the Rules of this Fund.

In certain cases the Trustee may become aware that it has taken an action that may result in the Fund losing its status as a Complying Self Managed Superannuation Fund. In these circumstances, the Trustee must prepare a Compliance Plan that results in the Fund returning to or ensuring its Complying Self Managed Superannuation Fund status.

The action required under the Compliance Plan may result from advice from the Fund's Auditor, an adviser to the Fund, or the Regulator.

Rule

- 43.1.** Where the Trustee becomes aware or is notified by the Auditor, an adviser to the Fund, or the Regulator, that the Fund may lose its status as a Complying Self Managed Superannuation Fund, the Trustee must:
- (a) liaise with the Auditor, adviser or Regulator to determine a Compliance Plan to ensure the Fund's status as a Complying Self Managed Superannuation Fund is maintained;
 - (b) notify Members of any action required under the Compliance Plan; and
 - (c) take such action as is required under the Compliance Plan within a reasonable time frame and before the lodgement of the Fund's next regulatory return.

Fund Insolvency

Rule 44. The Trustee must develop a Solvency Plan

Explanation

The Trustee must be able to pay Benefits and expenses as and when it is required.

If the Trustee believes that the Fund may become insolvent, then the Trustee must prepare a Solvency Plan which, if followed, would ensure that the Fund remains solvent.

The Solvency Plan may be written by the Trustee, the Fund's actuary, the Auditor, an advisor to the Fund or the Regulator.

Rule

- 44.1.** Where the Trustee becomes aware or is notified by the Auditor, or the Fund's actuary, that the Fund is, or may become, insolvent, the Trustee must:
- (a) meet with the actuary or Auditor to determine a Solvency Plan to ensure the Fund's solvency including, but not limited to, reducing any Members' Accounts or Members' Benefits;
 - (b) notify Members of any action required under the Solvency Plan; and
 - (c) take such action as is required under the Solvency Plan prior to the lodgement of the Fund's next regulatory return.

- End of Part Two -

Part Three:

Payment of Benefits by the Trustee

Benefits Payable to a Member

Rule 45. Benefits payable to a Member

Explanation

Upon becoming entitled to receive a Benefit from the Fund, a Member may choose to receive that Benefit by way of a lump sum or an income stream or as a combination of both. In some instances, the Member may be required to receive a Benefit as a lump sum and in other instances, as an income stream.

A Member may choose to receive a Lump Sum Benefit as an inspecie transfer of assets.

If a Benefit is paid to a Member who is 60 years of age and over, that payment will generally be 'tax free' to the Member.

There is no need for the Fund to be consistent as to the mode of payment of Benefits to Members. For example, a Pension might be paid to one Member and a lump sum to another.

Rule

45.1. A Member, or a Dependant of a Member, or the Legal Personal Representative of a Member, or any other person, may be entitled to receive one or more of:

- (a) a Lump Sum Benefit;
- (b) a Pension Benefit;
- (c) a Temporary Incapacity Benefit;
- (d) a Permanent Incapacity Benefit; and
- (e) such other Benefit as the Trustee might determine;

provided that any such Benefit would not result in the Fund breaching the Minimum Benefits provisions; becoming a Non-Complying Self Managed Superannuation Fund; or in breach of the Act or these Rules.

Rule 46. When must Benefits be paid to a Member

Explanation

This Self Managed Superannuation Fund has been established to provide Benefits to the Members, or to their Dependents. This Rule ensures that Benefits are paid in accordance with the Core and Ancillary Purposes of the Fund.

Rule

A Benefit must be paid to a Member, or to a Dependant of a Member, or to the Legal Personal Representative of a Member, or to some other person, if that Benefit is so required to be paid by the Rules or the Act.

Rule 47. Payment of a Lump Sum Benefit

Explanation

The *S/S Act* contains complete rules requiring a Member's benefit to be preserved with the superannuation system. These rules apply to both Lump Sum Benefits and Pension Benefits (see Rule 48 below). Most persons will not be entitled to be paid a lump sum from a superannuation fund until they retire or turn 65 years of age.

Rule

- 47.1. Provided the Fund remains a Complying Self Managed Superannuation Fund and subject to the Rules, a Member or the Legal Personal Representative of the Member can at any time request, and the Trustee may at its discretion pay, a Lump Sum Benefit to the Member.
- 47.2. Subject to Rule 47.3, the Trustee may only pay a Lump Sum Benefit to a Member that does not exceed the balance of that Member's Accumulation Account.
- 47.3. The Trustee may determine that the whole or any part of a Reserve can be paid to the Member in addition to the payment of that amount made pursuant to Rule 47.2.

Rule 48. Payment of a Pension Benefit

Explanation

The Rules allow the Trustee to pay a Pension, provided payment of the Pension is authorised by the *Act*. This means that the Pension must meet certain standards that are set out in the *S/S Regulations*, and the Rules of the Fund must reflect these standards. This includes Pensions that may have commenced in a fund before 1 July 2007 such as 'allocated', 'market linked' and 'defined Benefit' Pensions.

The Fund may pay a Pension to a Member who has reached Preservation Age, even though that Member continues to work. This is known as a 'transition to retirement' Pension.

The Trustee must set out the terms and conditions of a Pension in writing and notify these to the Member prior to commencing the Pension. These terms and conditions then form part of the Fund's Rules.

From 1 July 2007, Members of a Self Managed Superannuation Fund may be paid a simple account based Pension (a Simple Pension). From 20 September 2007, the other Pension types will not generally be available to a Member of a Self Managed Superannuation Fund. These Rules allow the payment of a Simple Pension with any or all of the balance of a Member's Account in the Fund.

The terms and conditions for this Simple Pension must include the following:

- A minimum Pension payment calculated in accordance with the Member's age in Table 1. must be made at least annually;
- the underlying capital of the Pension cannot be increased after the commencement date by the addition of any Contributions or rollovers;
- the Pension is able to be converted to a Lump Sum Benefit subject to special rules applying for transition to retirement pensions;
- the Pension cannot be used as security for any borrowings (income or underlying capital);

- upon the Member's death, the Pension can be transferred to a Dependant as a reversionary Pension, or the balance of the Pension account may be cashed and paid as a lump sum to a Dependant or to the Legal Personal Representative of the Member; and
- The special rules applying, for a transition to retirement Pension, include that:
 - The Pension cannot be taken as a Lump Sum Benefit until the Member meets a condition of release such as retirement, death, permanent disability or 65 years of age;
 - The maximum Pension payment in any one year is limited to 10% of the balance of the Member's Pension Account; and
 - The pension rules restrict the type of Dependents to whom a reversionary Pension may be paid or transferred. The Rules prohibit the reversion or transfer of a Pension to a Dependant where that person is a Child of the Member and is an adult (25 years and older), unless they have a permanent disability that meets the provisions of the *Disability Services Act 1986* and are in need of ongoing support.

Table 1.

| Age of Member | % of account balance to be taken | % of account balance to be taken for 10/11 | % of account balance to be taken for 11/12 & 12/13 | % of account balance to be taken for 13/14 onwards |
|---------------|----------------------------------|--|--|--|
| Under 65 | 4 | 2 | 3 | 4 |
| 65 - 74 | 5 | 2.5 | 3.75 | 5 |
| 75 - 79 | 6 | 3 | 4.5 | 6 |
| 80 - 84 | 7 | 3.5 | 5.25 | 7 |
| 85 - 89 | 9 | 4.5 | 6.75 | 9 |
| 90 - 94 | 11 | 5.5 | 8.25 | 11 |
| 95+ | 14 | 7 | 10.5 | 14 |

Rule

- 48.1.** A Member or the Member's Legal Personal Representative may request the Trustee to pay a Pension to the Member, a Dependant of the Member, or a Legal Personal Representative of the Member, provided the Pension is taken to be a Pension for the purposes of the *SIS Act*. The payment of any Pension must not result in the Fund becoming a Non-Complying Self Managed Superannuation Fund.
- 48.2.** All parts of the *SIS Regulations* that provide standards for the payment of a Pension are incorporated in, and form part of, these Rules and any amount paid by the Fund as a Pension must be provided under those Rules.
- 48.3.** The capital supporting a pension may not be added to by way of contribution or roll-over after the Pension has commenced.
- 48.4.** The Trustee may offer a Pension to a Member and must document the terms and conditions of the Pension and notify the Member in writing of these terms and conditions.

- 48.5. Subject to Rule 48.2, the Trustee has sole discretion to apply any amount standing in a Member's Accumulation Account, a Member's Pension Account or a Reserve for the benefit of the provision of a Pension to a Member, a Dependant of the Member, a Legal Personal Representative of the Member or some other person.

Incapacity

Rule 49. Member to advise Trustee of incapacity

Rule

- 49.1. If a Member wishes the Trustee to determine whether or not that Member is Temporarily Incapacitated or Permanently Incapacitated the Member or the Legal Personal Representative of that Member shall advise the Trustee of that. The Trustee shall before determining that a Member is Temporarily Incapacitated or is Permanently Incapacitated may require the Member to submit to any medical examination which the Trustee believes is reasonably necessary for the Trustee to determine whether or not the Member is Temporarily Incapacitated or is Permanently Incapacitated.
- 49.2. On receipt of that advice and after receipt of any medical opinion that the Trustee might require, the Trustee shall determine whether or not the Member has been or is Temporarily Incapacitated or Permanently Incapacitated.

Rule 50. Benefits payable for Temporary Incapacity

Explanation

The Trustee may be able to pay a Member a Temporary Incapacity Benefit, provided that the amount of that Benefit is not greater than the amount the Member was receiving from Gainful Employment. An amount received from Gainful Employment would include salary, wages, a share of the profit of a partnership, a distribution from a trust, a bonus, or any other form of benefit, provided it was linked to the provision of services by the Member.

Rule

- 50.1. Where the Trustee is of the opinion that the Member is Temporarily Incapacitated the Trustee may pay a Temporary Incapacity Benefit to the Member, provided such payment does not cause the Fund to become a Non-Complying Self Managed Superannuation Fund for a period commencing from the time of that Temporary Incapacity to the earlier of:
- (a) that date the Member is re-engaged in the kind of employment engaged in by the Member immediately before becoming Temporarily Incapacitated;
 - (b) that date on which the Trustee forms an opinion that the Member has become Permanently Incapacitated;
 - (c) the date of the death of the Member; and
 - (d) such other time as is allowed under the Act.
- 50.2. Subject to the Act, the amount of that Temporary Incapacity Benefit shall be no more than that amount which the Member was receiving from his Gainful Employment before that Temporary Incapacity.
- 50.3. The Trustee may draw upon any Reserve to pay a Temporary Incapacity Benefit or, if there are no Reserves, deduct an amount from the Member's Account or any other account the Trustee so determines.

Rule 51. Benefits payable for Permanent Incapacity

Explanation

Where a Member is Permanently Incapacitated, the Trustee may pay the Member a Benefit until such time as the Member retires or dies. The Benefit may be a Lump Sum Benefit, a Pension or combination of a Lump Sum Benefit and Pension.

The Trustee might be able to make any such payment directly from that person's Member's Account. Alternatively or additionally, the payment might be Funded from a Reserve.

The Trustee may be able to claim a tax deduction for the payment of a Permanent Incapacity Benefit. Any such deduction may be used by the Trustee as an offset against same year or future year assessable income of the Fund.

Rule

- 51.1.** If the Trustee is of the view that a Member has become Permanently Incapacitated and provided that any such payment does not result in the Fund becoming a Non-Complying Self Managed Superannuation Fund, the Trustee in its absolute discretion may but is not obliged to:
- (a) pay all of any balance of the Member's Accumulation Account and Pension Accounts to the Member, a Dependant or Legal Personal Representative of the Member as a Lump Sum Benefit;
 - (b) pay part of any balance of the Member's Accumulation Account and Pension Accounts to the Member, a Dependant or Legal Personal Representative of the Member as a Lump Sum Benefit and the balance of the Member's Accounts (as increased from time to time) to the Member as a Pension; and
 - (c) pay all of any balance of the Member's Accumulation Account and Pension Accounts (as increased from time to time) to the Member, a Dependant or Legal Personal Representative of the Member as a Pension;
- 51.2.** The Trustee may also allocate an amount from any Reserves of the Fund to the benefit of a Member, a Dependant or Legal Personal Representative of the Member in the event of the Member's Permanent Incapacity for the purposes of paying a Lump Sum Benefit, a Pension or combination of both.

Death Benefits

Rule 52. What must happen on death of a Member

Explanation

A purpose of the Fund is to provide Benefits to a Member's Dependents or Legal Personal Representative, on death of the Member. Where a Member dies, the Trustee may pay a Benefit to the Member's Dependents or Legal Personal Representative in accordance with any Binding or Non-Binding Death Benefit Nominations made by the Member or Death Benefit Rule established at the request of the Member. The Benefit may be a Lump Sum Benefit, a Pension or a combination of a Lump Sum Benefit and Pension.

Prior to any Benefits being paid, a person must be appointed Trustee in place of the deceased Member. Typically, this is the Legal Personal Representative of the Member. That person may only remain Trustee for the period until death Benefits commence to be paid, otherwise the Fund may lose its complying status.

Rule

52.1. On death of a Member:

- (a) if the Member was a Trustee the deceased Member's Legal Personal Representative is by reason of this Rule appointed a Trustee for the period from the date of death of the Member until the date of commencement of payment of any Benefits payable as a consequence of the death of the Member, provided the Legal Personal Representative is eligible, pursuant to these Rules, to be a Trustee and has consented to act as such; or
- (b) if the Member was a director of a company which is a Trustee, that company may continue as a Trustee from the date of death of the Member until the date of commencement of payment of any death Benefit payable as a consequence of the death of the Member, provided the Legal Personal Representative of the Member is appointed as a director of the company for any such period; and the company and the Legal Personal Representative is otherwise eligible, pursuant to these Rules, to be a Trustee and has consented to act as such; and
- (c) subject to Rule 48, the Trustee may continue to pay any Pension previously payable to the Member to the Legal Personal Representative of the Member.

Rule 53. Payment of a Death Benefit

Explanation

The payment of a Benefit on death of a Member may be made from the Member's Account or a Reserve. The Trustee may also be able to claim a Tax deduction for the payment of such a Benefit.

After the death of a Member, the Trustee should determine whether it holds a Non-Binding Death Benefit Nomination for the Member, a Binding Death Benefit Nomination for the Member, or has established a Death Benefit Rule at the request of the Member to pay Benefits to particular people in a particular manner and disperse Benefits as authorised by this Rule.

Rule

- 53.1.** On the death of a Member, the Trustee shall distribute the balance of the Member's Accounts as a Benefit in accordance with this Rule to one or more of the Member's Dependents, the Member's Legal Personal Representative, or any other account in the Fund including another Member's Account or a Reserve, provided any such distribution does not cause the Fund to become a Non-Complying Self Managed Superannuation Fund.
- 53.2.** If the Trustee holds a Non-Binding Death Benefit Nomination for the deceased Member, the Trustee may, but is not obliged to, pay such Benefits to such persons as are nominated in that Non-Binding Death Benefit Nomination of the deceased Member.
- 53.3.** If the Trustee holds a Binding Death Benefit Nomination for the deceased Member, the Trustee must pay such Benefits in the manner and form as are nominated in that Binding Death Benefit Nomination of the deceased Member. The Trustee is not required to make a payment under a Binding Death Benefit Nomination if that payment may result in the Fund becoming insolvent, or if it causes the Fund to become a Non-Complying Self Managed Superannuation Fund.
- 53.4.** If, at the request of the deceased Member, the Trustee has established a Death Benefit Rule, the Trustee must pay any Benefits payable as a consequence of the death of that Member in accordance with that Death Benefit Rule. The Trustee must not establish a Death Benefit Rule if the Trustee holds a valid Binding Death Benefit Nomination. The Trustee is not required to make a payment under a Death Benefit Rule if that payment results in the Fund becoming insolvent or causes the Fund to become a Non-Complying Self Managed Superannuation Fund.

- 53.5.** If the terms and conditions of a Pension payable to the deceased Member have been incorporated as a Rule, the Trustee must pay the Pension according to the terms of that Pension provided any such payment does not cause the Fund to become a Non-Complying Self Managed Superannuation Fund. If the Trustee is not permitted to pay the Pension according to the terms of the Pension Rule, then Rules 53.1-53.4 apply wherever applicable.
- 53.6.** Except if one or more of Rules 53.1, 53.2, 53.3, 53.4 or 53.5 apply, the Trustee shall distribute or transfer the balance of the Member's Accounts as the Trustee in its absolute discretion may decide, provided the distribution or transfer is permitted by the Act.
- 53.7.** Notwithstanding Rule 53.1, the Trustee is authorised to pay such additional amounts to a Dependant or the Legal Personal Representative of a deceased Member as the Trustee, in the Trustee's absolute discretion, may decide, including an amount from a Reserve, provided the payment does not result in the Fund becoming a Non-Complying Self Managed Superannuation Fund. These amounts are not to be taken as forming part of the deceased Member's Benefits.

Conversion of Benefits

Rule 54. Conversion of a Lump Sum Benefit into a Pension

Explanation

Members in receipt of Benefits have the flexibility of converting their Benefits to another style of Benefit, provided that such a conversion is allowed under the Act and does not result in the Fund becoming a Non-Complying Self Managed Superannuation Fund.

Rule

- 54.1.** At the request of a Member or, in the event of the Member's death, at the request of the Member's Dependant or Legal Personal Representative; and, subject to the Rules and the Act, the Trustee may convert any Lump Sum Benefit, payable to the Member by converting that benefit either in whole or part into a Pension payable to the Member or, if the Member is deceased, the Dependents or Legal Personal Representative of the Member.
- 54.2.** The Member or, in the event of the Member's death, the Member's Dependant or Legal Personal Representative must notify the Trustee of the type of Pension required under Rule 48 and the Trustee is to use the Lump Sum Benefit entitlement to Fund any Pension.

Rule 55. Commutation of a Pension

Rule

- 55.1.** At the request of a Member or, in the event of the Member's death, at the request of the Member's Dependant or Legal Personal Representative and subject to the Rules and the Act, the Trustee may commute part or the whole of any Pension payable to the Member in accordance with Rule 55.2 and 55.3.
- 55.2.** Any amount resulting from the commutation, subject to the Act, may be applied by the Trustee to:
- (a) pay a Lump Sum Benefit or some other type of Pension to the Member, a Dependant or Legal Personal Representative of the Member; or
 - (b) be allocated into the Member's Accumulation Account.
- 55.3.** Prior to commuting the Pension, the Trustee must determine the possible taxation consequences or commutation limits that may arise in relation to the commutation of the Pension and notify the Member, Dependant or Legal Personal Representative of the Member of this information.

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Part Four:

Changes to the Fund

Rule 56. **Becoming a Small APRA fund**

Explanation

This Deed is not a suitable Deed for a fund that is not a Self Managed Superannuation Fund. A fund will not be a Self Managed Superannuation Fund if it has more than four Members.

If the Fund ceases to be a Self Managed Superannuation Fund it will be in breach of the *SIS Act*, unless its Trustee is an Approved Trustee. An Approved Trustee is some entity, such as a publicly listed Trustee company that APRA has declared may be appointed as the Trustee of a fund that is not a Self Managed Superannuation Fund.

Where a fund ceases being a Self Managed Superannuation Fund it must within 28 days of that change provide the Australian Taxation Office with details of that change.

In some instances, the Members of a fund might believe that even though the Fund has less than four Members and that, rather than the Members being the Trustees, an Approved Trustee should be the Trustee. The Members may not wish to undertake the responsibilities attached to the role of Trustee or may have particular family reasons for wanting an Approved Trustee to be the Trustee. This Rule allows an Approved Trustee to be appointed as the Trustee at any time. These Rules are not suitable to Funds where an Approved Trustee is the Trustee.

Rule

- 56.1.** Notwithstanding any other provision of these Rules, at any time the then Trustee may retire as the Trustee and appoint an Approved Trustee as the Trustee.
- 56.2.** If an Approved Trustee is appointed as the Trustee, the Members shall forthwith meet and agree to a replacement to these Rules.

Rule 57. **Amendment of the Deed or the Rules**

Explanation

Given that constant changes are made to the *Act* it is important the Rules of the Fund can be amended so as to ensure continued compliance with the *Act*. The Rules of most Funds are amended or replaced from time to time.

Rule

- 57.1.** Subject to any other provision of these rules, the Trustee may, in its absolute discretion, amend the Deed or the Rules (in whole or in part) by way of written resolution provided:
- (a) any change to the Deed or the Rules does not result in the Fund becoming a Non-Complying Superannuation Fund or being in breach of the *Act*;
 - (b) the amendment does not reduce the amount of any Benefit accrued or accruing to a Member as at the date of amendment, unless the Member or the Legal Personal Representative of the Member has in writing consented to any such amendment;

- (c) the amendment does not amend the term of a Pension which has been incorporated as a Rule or a Death Benefit Rule, unless the Member or the Legal Personal Representative of the Member who accepted the term of the Pension, or who requested the Death Benefit Rule to be incorporated, has in writing consented to any such amendment;
- (d) the amendment does not allow a person, other than a Constitutional Corporation, to be eligible to be appointed as a Trustee, unless the Rules then provide, and will continue to provide after the amendment is made, that the Fund has, as its sole or primary purpose, the provision of old age pensions; and
- (e) the amendment does not allow the sole or primary purpose of the Fund to be a purpose other than the provision of old age pensions, unless the Rules provide, and will continue to provide after the amendment is made, that the Trustee must be a Constitutional Corporation.

- End of Part Four -

Part Five:

Winding Up of the Fund

Termination

Rule 58. Termination of the Fund

Explanation

On termination of the Fund the Trustee should:

- Step One:** have the Fund audited;
- Step Two:** determine the Market Value of the Fund's assets;
- Step Three:** determine if the cash assets of the Fund are sufficient to discharge the Fund's debts and liabilities. If not, the Trustee will determine which assets will be disposed of to obtain sufficient cash;
- Step Four:** pay out all expenses of the Fund including any Taxes, administration costs, government imposts, amounts due to Members, other expenses plus any expense incurred to wind up the Fund;
- Step Five:** declare a final distribution amount (being that amount that is equal to the value of the assets of the Fund less expenses paid).

Any final distribution amount may at the Trustee's discretion (and subject to the Act) be distributed by the Trustee to any of:

- Members and former Members of the Fund;
- Relatives of any Member or former Member;
- any Legal Personal Representative of a Member or former Member;
- any other person; and
- a charity or public benevolent institution.

Rule

58.1. The Fund shall be wound-up and terminated on the first to occur of the date:

- (a) on which the Trustee resolves that the Fund should be wound up and terminated;
- (b) the Fund must be wound up for the purpose of the Act;
- (c) the Fund ceases to have Members; or
- (d) the Regulator requires that the Fund be wound up.

58.2. The Trustee shall on the Termination Date:

- (a) dispose of assets of the Fund in order to have sufficient cash to meet any debts and liabilities of the Fund. The Trustee has discretion to determine which of the Fund's assets are to be disposed of;
- (b) pay out any debts and liabilities of the Fund;

- (c) determine, subject to the *Act*, to whom any Benefits are to be paid, including former Members, trusts that former Members were beneficiaries of, the Legal Personal Representative of former Members or any other person. The Trustee retains sole discretion as to where Benefits are to be paid and how they are to be made including in-specie or cash Benefits and is to ensure that the payment of any Benefits does not breach the sole purpose test; and
 - (d) pay out any Benefits due by the Fund to the Members. The Trustee retains sole discretion as to how these amounts are to be paid, including making an in-specie transfer of assets or cash amounts.
- 58.3.** After the Trustee has made all such payments as the Trustee is required, or has resolved to pay pursuant to Rule 58.2, the Trustee may distribute the remaining assets of the Fund to such charities or public benevolent institutions as it might determine, provided any such payment does not breach the sole purpose test or otherwise render the Fund a Non-Complying Self Managed Superannuation Fund.

- End of Part Five -

Part Six: Interpretation

Governing Law

Rule 59. The governing law is the State in which the Trustee resides

Explanation

The governing law is simply that law which is to be applied by a court if the court is required to consider the Rules.

The governing law is the State in which the Trustee resides.

Rule

The law applicable to the Fund is the law of the State or Territory of the Commonwealth of Australia where the Trustee resides.

Status of the Act

Rule 60. The Act is paramount

Explanation

The Rules define the *Act* to include the *SIS Act*, the *Income Tax Assessment Acts 1936 and 1997* and the regulations made pursuant to those acts.

If the Fund fails to comply with a provision of an *Act*, the Fund might become a Non- Complying Self Managed Superannuation Fund (with the result that it would not be concessional taxed).

If the Trustee contravenes a provision of the *Act*, the Trustee might be subject to a fine or criminal penalty. This Rule is designed to protect the Fund in the event that the Rules of the Fund, and the provisions of an *Act*, contain some unintentional inconsistency but more importantly, in case the provisions of the *Act* change (and it is almost certain that the provisions of the *Act* will, at sometime, change).

Rule

60.1. Provided there is no inconsistency between the provisions of these Rules and the *Act*, any authority or discretion given to the Trustee by the *Act* shall be incorporated into these Rules as if a Rule.

60.2. The provisions of this clause 60 override any other provisions of this Deed

The Trustees must comply with the requirements of the *Act* and are fully empowered (without being obliged) to comply with any provision or standard of the *Act* which is not a requirement.

60.3. Power to comply with the Act

(a) The Trustees may:

- (1) do anything that the Trustees are required to do or that the Trustees consider necessary, expedient or desirable to comply with any requirement of the *Act* (including expending monies of the Fund); and

- (2) refrain from doing anything (including, without limitation, delaying or refusing any request or transaction in connection with a Beneficiary's interest in the Fund) that would result in a breach of, or the Trustees breaching, a requirement of the Superannuation Law.
- (b) The Trustee may rely on anything (including any statutory presumptions available to it) in the Act, to the extent that the Trustees are entitled to do so in their capacity as Trustee of the Fund.
- (c) The Trustee is entitled to be indemnified out of the assets of the Fund for any liabilities that the Trustees properly incur pursuant to this clause.

60.4. Deemed compliance

The Trustees is deemed to comply with the Act and the Rules if the Regulator:

- (a) is satisfied that the Trustee has complied with the Act;
- (b) determines that the Fund will be treated as if it had complied with the Act; or
- (c) has advised the Trustees that it will not take action against the Trustees or the Fund in respect of a failure to comply with the Act.

60.5. Conflict with the Act

- (a) To the extent that any provision, or part of a provision, of the Rules conflicts with the Act or is invalid for any other reason whatsoever:
 - (1) that provision, or part, must be read down, changed, construed or severed to avoid such conflict or invalidity; and
 - (2) to the extent that such conflict or invalidity cannot be avoided, the provision or part of the Act shall prevail to the extent of the conflict or invalidity only and the provision, or part, will be of no effect and will not affect the remaining Rules.
- (b) If a Rule would otherwise be void under the Act because it:
 - (1) subjects the Trustees to direction by another person; or
 - (2) permits a person to exercise a discretion without the consent of the Trustees;

other than in the circumstances permitted by the Act, the Trustee's consent is required for the giving of the direction or the exercise of the discretion.

Interpretation

Rule 61. Rules as to interpretation

- 61.1.** Explanations accompanying a Rule are for information and disclosure purposes only, but may be taken into account in interpreting a Rule:
 - (a) in considering the purpose or object underlying a Rule;
 - (b) to confirm that the meaning of a Rule is its ordinary meaning conveyed by its text, taking into account the purpose or object underlying the Rule;
 - (c) in determining a Rule's meaning, if the Rule is ambiguous or obscure; and
 - (d) in determining the Rule's meaning if the ordinary meaning conveyed by its text, taking into account its context in the Rules and the purpose or object underlying the Rule leads to a result that is manifestly absurd or unreasonable.
- 61.2.** A reference to any person or body shall include a reference to a company, references to its respective authorised officers, agents, delegates, successors, assigns, executors and administrators.

- 61.3. Words importing any one gender include all genders and words importing the singular number include the plural and vice versa.
- 61.4. Unless the contrary intention appears, when a word or phrase is given a particular meaning other parts of speech and grammatical forms of the word or phrase have a corresponding meaning.
- 61.5. In determining whether the Fund will or will not be a Complying Superannuation Fund or Complying Self Managed Superannuation Fund, the Trustee shall only consider whether or not any course of action to be followed by the Trustee in relation to the Fund would or would not cause the Fund not to be a Complying Superannuation Fund or Complying Self Managed Superannuation Fund; and must not take into account any discretion which might or might not be exercised by the Regulator.
- 61.6. A reference to a provision of an Act includes a reference to any similar or a successor provision in that Act or to any similar provision in any successor Act.
- 61.7. A reference in these Rules to "pay" includes a reference to "credit" or "distribute".

Definitions

Rule 62. Definitions

In this Deed the following words or expressions have the meaning thereafter ascribed to them:

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| Act | The <i>SIS Act</i> , the <i>Tax Act</i> , the <i>Corporations Act 2001</i> , the <i>Family Law Act 1975 (Part VIIIB)</i> , the <i>Social Security Act 1991</i> , the <i>Veterans' Entitlements Act 1986</i> , as the context applies and any successor acts and all regulations made pursuant to the foregoing acts. |
| Ancillary Purposes | Those purposes as defined in section 62 of the <i>SIS Act</i> including the purpose of providing such benefits as the Regulator approves in writing. |
| Application Form | An application form provided by the Trustees for prospective members to complete and submit to the Trustees as referred to at Rule 12. |
| Approved Trustee | A Trustee as approved by the Regulator pursuant to Part 2A and Part 2B of the <i>SIS Act</i> . |
| APRA | The Australian Prudential Regulatory Authority or any successor authority to that authority. |
| Associate | A person who is an associate as defined by section 12 of the <i>SIS Act</i> . |
| Auditor | An auditor who is an Approved Auditor as defined in section 10(1) of the <i>SIS Act</i> or any successor Act or otherwise determined by the Regulator. |
| Benefit | A benefit or entitlement payable or distributable by the Fund including a Pension. |
| Binding Death Benefit Nomination | A death benefit nomination made by a Member in accordance with Rule 15 that must be followed by the Trustee in the event of the Member's death. |
| Civil Penalty Order | An order or declaration made by a court under section 196 of the <i>SIS Act</i> . |
| Child | Any person defined as a child by the Act. |

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| Commencement Date | In relation to a Pension has the meaning given by the <i>SIS Regulations</i> . |
| Compliance Plan | A plan established for the purpose of Rule 43. |
| Complying Self Managed Superannuation Fund | A fund which is a complying Self Managed Superannuation Fund for the purposes of section 42A of the <i>SIS Act</i> . |
| Constitutional Corporation | <p>A body corporate which is:</p> <ul style="list-style-type: none"> (a) a trading corporation formed within the limits of the Commonwealth of Australia (within the meaning of paragraph 51(xx) of the <i>Constitution of the Commonwealth of Australia</i>); or (b) a financial corporation formed within the limits of the Commonwealth of Australia (within the meaning of paragraph 51(xx) of the <i>Constitution of the Commonwealth of Australia</i>). |
| Contributions | Amounts paid or property transferred to the Trustee for the Benefit of a Member or Members. |
| Contributions Segment | Means that part of a Superannuation Interest as defined in section 307-220 of the <i>Tax Act</i> . |
| Core Purposes | Those purposes as defined in section 62 of the <i>SIS Act</i> . |
| Crystallised Segment | Means that part of a Superannuation Interest as defined in section 307-225 of the <i>Tax Act</i> . |
| Death Benefit Rule | A Rule established as a Rule by reason of Rule 16. |
| Deed | The Deed establishing the Fund as amended from time to time. |
| Dependant | Is a person that is defined as a dependant for the purposes of the <i>SIS Act</i> and includes the Spouse of the person, any Child of the person and any other person with whom the person had an interdependency relationship (as determined by the <i>SIS Act</i>). |
| Earnings | The earnings of the Fund determined in accordance with Rule 36. |
| Element Taxed In The Fund | Means that part of the Taxable Component as defined in section 307-275 of the <i>Tax Act</i> . |
| Element Untaxed In The Fund | Means that part of the Taxable Component as defined in section 307-275 of the <i>Tax Act</i> . |
| Eligible Rollover Fund | A fund defined by regulation 10.01 of the <i>SIS Regulations</i> as an eligible rollover fund. |
| Employer | Means for the purposes of Rule 2.4 a person whom some other person is taken to be an "employee" of for the purposes of section 17A of the <i>SIS Act</i> . |

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| Excess Concessional Contributions | has the meaning given by section 291-20 of the <i>Income Tax Assessment Act 1997</i> . |
| Excess Contributions Tax | Any tax imposed by reason of the <i>Superannuation (Excess Concessional Contributions Tax) Act 2007</i> or the <i>Superannuation (Excess Non-Concessional Contributions Tax) Act 2006</i> or successor legislation. |
| Financial Year | A year ended 30 June or that period of twelve months adopted by the Trustee as the Fund's financial year. |
| Fund | The Self Managed Superannuation Fund established by the Deed. |
| Gainful Employment | That activity in which a person is engaged for gain or reward in any business, trade, profession, vocation, calling or occupation. |
| Legal Personal Representative | The executor of the Will or administrator of the estate of a deceased person, the Trustee of the estate of a person under a legal disability or a person who holds an enduring power of attorney granted by a person. |
| Lump Sum | A Benefit which is payable to a Member pursuant to Rule 47 in cash or in kind. Includes an asset, in the context of payment of Benefits but not in circumstances of severe financial hardship or on compassionate grounds or to a former temporary resident under <i>SIS Regulations 6.20A</i> or <i>6.20B</i> . |
| Manager | The person or entity appointed by the Trustee to manage the Fund. |
| Market Value | The amount that a willing buyer of an asset could reasonably be expected to pay to acquire the asset from a willing seller if the following assumptions were made: <ul style="list-style-type: none"> (a) that the buyer and the seller dealt with each other at arm's length in relation to the sale; (b) the sale occurred after proper marketing of the asset; and (c) the buyer and seller acted knowledgeably and prudently in relation to the sale. |
| Member | Any person accepted by the Trustee as a Member of the Fund. |
| Member's Account | An account established by the Trustee on behalf of a Member. |
| Member's Accumulation Account | A Member's Account established by the Trustee, the balance of which is the amount that can be paid to the benefit of a Member, their Dependant or Legal Personal Representative as a Lump Sum Benefit and/or a Pension. |
| Member's Benefit | The amount of a Benefit payable to a Member, their Dependant or Legal Personal Representative in the event of the Member's death as determined by the Trustee. |
| Member's Pension Account | A Member's Account established by the Trustee from which the payment of a Pension will be debited. |

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| Minimum Benefits | An amount determined by the Trustee of the Fund as a minimum benefit for a Member pursuant to Part 5 of the <i>SIS Regulations</i> . |
| Non-Binding Death Benefit Nomination | A death benefit nomination as referred to in Rule 14 that is not binding upon the Trustee. |
| Non-Complying Self Managed Superannuation Fund | A superannuation Fund that is not a Complying Self Managed Superannuation Fund. |
| Non-Concessional Contributions | has the meaning given by section 292-90 of the <i>Income Tax Assessment Act 1997</i> . |
| Non-Concessional Contributions Cap | has the meaning given by section 292-85 of the <i>Income Tax Assessment Act 1997</i> . |
| Payment Split | A "payment split" as defined by section 90MD of the <i>Family Law Act 1975</i> . |
| Pension | Any pension payable by the Fund. |
| Permanent Incapacity Benefit | A Benefit payable pursuant to Rule 51. |
| Permanently Incapacitated | In relation to a Member means a Member who has ceased to be Gainfully Employed because of ill-health (whether physical or mental) where the Trustee is reasonably satisfied that that Member is unlikely, because of the ill health, ever again to be Gainfully Employed in any employment for which that Member is reasonably qualified by education, training or experience. |
| Policy | Means an insurance policy arranged by the Trustees in accordance with Rule 39. |
| Preservation Age | Means: <ul style="list-style-type: none"> (a) for a person born before 1 July 1960 — 55 years; (b) for a person born during the year 1 July 1960 to 30 June 1961 — 56 years; (c) for a person born during the year 1 July 1961 to 30 June 1962 — 57 years; (d) for a person born during the year 1 July 1962 to 30 June 1963 — 58 years; (e) for a person born during the year 1 July 1963 to 30 June 1964 — 59 years; and (f) for a person born after 30 June 1964 — 60 years. |
| Preserved Benefit | A Benefit which Regulation 6.01 to the <i>SIS Act</i> states is a preserved benefit. |
| Prescribed Documents | Any documents that are prescribed documents for the purposes of the <i>Act</i> . |

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| Prescribed Information | Any information which is prescribed information for the purposes of the <i>Act</i> . |
| Product Disclosure Statement | The product disclosure statement of which these Rules form part. |
| Regulated Superannuation Fund | A superannuation Fund that is a regulated superannuation Fund as defined within section 19 of the <i>SIS Act</i> . |
| Regulator | The Commissioner of Taxation or any person or entity appointed to regulate a Self Managed Superannuation Fund as defined in section 10(1) of the <i>SIS Act</i> . |
| Related Party | A person who is a related party as defined in section 10(1) of the <i>SIS Act</i> . |
| Relative | Means for the purposes of Rule 2.4 a person whom is defined as a "relative" by section 71A of the <i>SIS Act</i> and for the purposes of Rule 23 means a person who is a "relative" as defined by section 65 of the <i>SIS Act</i> . |
| Release Request | A written notice provided by the Commissioner of Taxation authorising the Member to withdraw monies from the Fund to pay Excess Contributions Tax as referred to at Rules 22 and 25. |
| Reserve | An amount as referred to at Rule 37. |
| Responsible Officer | Means: <ul style="list-style-type: none"> (a) a director of a company; (b) a secretary of a company; and (c) an executive officer of a company. |
| Rules | The rules of the Fund. |
| Self Managed Superannuation Fund | A fund that is a "Self Managed Superannuation Fund", as defined in section 17A of the <i>SIS Act</i> . |
| SIS Act | The <i>Superannuation Industry (Supervision) Act 1993</i> . |
| SIS Regulations | The <i>Superannuation Industry (Supervision) Regulations 1994</i> . |
| Specified Work Test | Those conditions found in Part 6 of the SIS Regulations determining the time at which a person must be paid a Benefit from the Fund. |
| Splittable Contribution | An amount that has the meaning for the purposes of Part 6 of the SIS Regulations. |
| Solvency Plan | A plan established for the purposes of Rule 44. |

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| Spouse | <p>In relation to a person includes:</p> <ul style="list-style-type: none"> (a) another person who is legally married to the person; (b) another person who although not legally married to the person, lives with the person on a genuine domestic basis; and (c) another person (whether of the same sex or a different sex) with whom the person is or was in a relationship that was registered under a law of a State or a Territory prescribed for the purposes of Section 2E of the <i>Acts Interpretation Act 1901</i> (Cth) as a kind of relationship prescribed for the purposes of that section. |
| Standard-Employer-Sponsor | A person who is a standard-employer-sponsor as defined in section 16(2) of the <i>SIS Act</i> . |
| Superannuation Entity | <p>Means:</p> <ul style="list-style-type: none"> (a) a superannuation Fund; (b) an approved deposit Fund; (c) a pooled superannuation trust; and (d) a life insurance company or similar entity; <p>whether such an entity is a resident or non – resident of Australia.</p> |
| Superannuation Interest | In relation to a Member, means an interest in the Fund or such other interest as defined in section 995-1(1) of the <i>Tax Act</i> as determined by the Trustee with reference to section 307-200 of the <i>Tax Act</i> and relevant Regulations. |
| Tax | Includes all actual or anticipated tax, surcharge, levy or impost on income, capital gains and superannuation contributions, stamp, financial institutions, registration and other duties, bank accounts debits tax, goods and services tax and other taxes, levies, imposts, deductions and charges together with interest, fines and penalties (if any) and charges, fees or other amounts made or payable in respect of them. |
| Tax Act | Either or both of the <i>Income Tax Assessment Act 1936</i> and the <i>Income Tax Assessment Act 1997</i> (as the case may be including any replacement, modification or supplement to those Acts). |
| Taxable Component | Has the meaning given by section 995-1(1) of the <i>Tax Act</i> . |
| Tax Free Component | Has the meaning given by section 995-1(1) of the <i>Tax Act</i> . |
| Temporarily Incapacitated | In relation to a Member, means a Member who has ceased to be gainfully employed, including a Member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the Member to be gainfully employed, because of ill-health (whether physical or mental) but does not mean a Member who is Permanently Incapacitated. |
| Temporary Incapacity Benefit | A non-commutable income stream payable pursuant to Rule 50. |

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| Termination Date | The date on which the Fund terminates. |
| Total Member Entitlements | That amount equal to the total value of all Members' Accounts. |
| Trustee | A person or company that has been appointed a Trustee of the Fund under Rule 3. |
| Trustee Meeting | A meeting as referred to at Rule 7.1. |

- End of Part Six -

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J & M Drapes Retirement Fund

Deed of Amendment

Prepared by:

hunt & hunt
LAWYERS

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1 Macquarie Place
Sydney NSW 2000

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Deed of Amendment

This DEED is made on the date specified in the Schedule.

Parties

The person, persons or entity named and described as the Trustee in the Schedule ('the Trustee').

The person or persons named and described as the Member in the Schedule ('the Member').

Background

- A. The fund ('the Fund') came into existence by the execution of the Trust Deed on the Creation Date specified in the Schedule of this deed;
- B. The Trust Deed was amended by the Amending Deeds specified in the Schedule; and
- C. The Trustee and the Members desire to amend the Trust Deed pursuant to the powers contained in the Trust Deed.

Agreed terms as follows:

1. Definitions and Interpretation

1.1. Definitions

In this Deed, unless the context indicates otherwise:

"Amending Authority" means the rule or provision contained within the Trust Deed which authorises the Trustee to alter, vary or amend the Trust Deed as specified in the Schedule;

"Amending Deeds" means those Deeds (if any) specified in the Schedule which amend the Trust Deed;

"Amending Provision" means the provisions and rules which alter, vary or amend, the Trust Deed as specified in annexure "A" to this Deed;

"Creation Date" means the date of the Trust Deed or the date the Trust commences specified in the Schedule;

"Fund" means the name of the Fund specified in the Schedule;

"Members" means the current member or members of the Fund specified in the Schedule;

"Rule" or **"Rules"** means a clause, paragraph, provision, rule or section of the Trust Deed or an Amending Deed whether described as a rule or not and as specified in Annexure A of this Deed;

"Trust Deed" means the instrument establishing the Fund dated the Creation Date as varied from time to time by the Amending Deeds.

"Trustee" means the present trustee of the Fund;

Terms used in this Deed have, unless a contrary expression is expressed in this Deed, the same meaning as in the Trust Deed.

1.2. Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to one gender includes a reference to all other genders.
- (c) Headings of clauses are included for the sake of convenience only and shall not affect the interpretation of the clauses to which they relate.
- (d) References to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- (e) The words "including", "includes", "such as" and "for example" should be read as if followed by the words "without limitation".
- (f) The word person means and includes a natural person, a company, a firm or any other legal entity whether acting as a trustee or not.
- (g) This Deed shall bind each party's legal personal representatives, successors and assigns.
- (h) When a party comprises two or more persons the rights and obligations of such persons pursuant to this Deed shall enure for the benefit of and bind all of them jointly and each of them severally.

2. Amendment of the Trust Deed

The Trustee pursuant to the power and authority conferred by the Amending Authority, and with the consent of the Members, hereby amends the Trust Deed by adopting the Amending Provisions in lieu of its current Rules.

3. Ultra Vires Provisions

No provisions of this Deed will, to the extent that they conflict with, are repugnant to or are not permitted by the provisions of the Act, be able or be allowed to take effect.

4. Alteration of Rights or Benefits

Nothing in this Deed of Amendment shall be construed in such a way as to:

- (a) alter or vary the objects of the Fund;
- (b) reduce, alter or vary the entitlements of any Member to payments from the Fund; or
- (c) conflict with or offend the provisions of the Act.

5. Amendments and Replacement Negated

- 5.1.** In the event that any provision of this Deed or any Amending Provisions are rendered invalid or incapable of taking effect as a consequence of the Act, the relevant provision is deleted to the extent that:

- (a) it does not create a re-settlement of the Fund; and
- (b) it is necessary to delete those restrictions.

- 5.2.** Amendments contained herein are deemed to have taken effect after the deletion referred to in 5.1.

Schedule

Date of this Deed: 09/05/2016
Creation Date: 10/07/2002
Fund Name: J & M Drapes Retirement Fund
Trustee: John Russell Drapes
Margaret Mary Drapes
Member: John Russell Drapes
Margaret Mary Drapes
Amending Deeds: 15/09/2007
Amending Authority: 24.1
Amending Provision: By deleting Rules 1 to 30 and replacing them with the replacement rules in this deed as specified in "Annexure A" of this deed.

Execution

Executed as a Deed.

SIGNED SEALED and DELIVERED by
John Russell Drapes

in the presence of:

REBECCA STACEY
Please Print Name of Witness

SIGNED SEALED and DELIVERED by
Margaret Mary Drapes

in the presence of:

REBECCA STACEY
Please Print Name of Witness

John Russell Drapes

Signature of Witness

Margaret Mary Drapes

Signature of Witness

"Annexure A"

J & M Drapes Retirement Fund

Strategist SMSF
Rules of the Fund



A Living Super Deed

Prepared by:

hunt & hunt
LAWYERS

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1 Macquarie Place
Sydney NSW 2000

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J & M DRAPES RETIREMENT FUND

SMSF DEED OF VARIATION

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Deed of Variation

This Deed of Variation ("**Deed**") is made on the Deed Date specified in the Schedule.

Parties

This Deed is made between the Trustee and Members referred to in the Schedule.

Background

- A. On the Creation Date referred to in the Schedule, the superannuation fund named in the Schedule ('**the Fund**') was established by deed as amended on the Variation Dates, if any, also referred to in the Schedule ('**the Trust Deed**').
- B. The Trustee named in the Schedule is the trustee of the Fund.
- C. Each person named as Members in the Schedule is a member of the Fund.
- D. The Trust Deed provides that one or more of the parties to this Deed may amend the provisions of the Trust Deed.
- E. The parties wish to amend the Trust Deed pursuant to the power contained in the Trust Deed.

Operative Provisions

1. Amendment

- 1.1 In accordance with the powers under the Trust Deed, the party having the power to amend the Trust Deed, with the consent of the other party to this Deed, amends the Trust Deed by deleting the operative provisions of the Trust Deed and replacing them with the Replacement Rules in Annexure A to this Deed.
- 1.2 The parties agree that the provisions of this Deed executed by the parties are intended to satisfy any provision of the Trust Deed, the Superannuation Industry (Supervision) Act 1993 (Cth) and the Corporations Act 2001 (Cth), requiring notice of the amendments contained in this Deed.

2. Variation of Trust Deed

Despite anything contained in this Deed or Annexure A, it is not intended to, and must not be interpreted in a manner that would:

- 2.1 reduce or adversely affect the rights of a Member to accrued entitlements arising before the date of this Deed;
- 2.2 reduce the amount of any other entitlement that is or may become payable in respect of a period before the date of this Deed;
- 2.3 cease, commute or otherwise alter the terms and conditions of any current pension;
- 2.4 revoke any binding death benefit nomination or non-binding death benefit nomination; or
- 2.5 vary or delete any provision of the Trust Deed that is incapable of variation or deletion, which provisions, if any, remain operative to that extent only;

and this Deed and Annexure A must be interpreted accordingly unless doing so is necessary to comply with the Relevant Law as defined in Annexure A.

SCHEDULE

1. **Deed Date:** 19/10/2021
2. **Name of Super Fund:** J & M Drapes Retirement Fund
3. **Trustee:** DRAPES RETIREMENT PTY LTD - ACN 653 185 990
4. **Members:** Margaret Mary Drapes
5. **Creation Date:** 10 July 2002
6. **Variation Dates:** 15 September 2007 and 9 May 2016

J & M Drapes Retirement Fund

Executed as a Deed

SIGNED by the Trustees of the J & M Drapes Retirement Fund:

The Trustee

Executed by DRAPES RETIREMENT PTY LTD - ACN 653 185 990 by:



Margaret Mary Drapes
Sole Director / Secretary

Dated: 19/10/2021

The Member

Signed by Margaret Mary Drapes in the presence of:



Margaret Mary Drapes
Member

Dated: 19/10/2021



Witness Name / Signature

'Attachment A'

**J & M Drapes Retirement
Fund**

Replacement Rules of the Fund

The Rules of the Fund

1. Purpose of the Fund – Core and Ancillary Purposes

1.1 The Fund is to be maintained:

- 1.1.1 solely for one or more Core Purposes; or
- 1.1.2 solely for one or more Core Purposes and one or more Ancillary Purposes.

1.2 Despite any other provision of this Deed, the Trustee must be a Constitutional Corporation unless the Trustees are individuals in which case the sole or primary purpose of the Fund is the provision of Old-Age Pensions.

2. Trustee

2.1 Trustee Structure

The Trustee of the Fund may be a Corporate Trustee or one or more individuals if the sole or primary purpose of the Fund is the provision of Old-Age Pensions and the Trustee and the Members shall take such action as is considered necessary and appropriate to ensure that every Trustee is constituted in a manner complying with the Relevant Law including action relating to the filling of vacancies in accordance with **Rule 2** and the eligibility, appointment, replacement, representation, removal and composition of every Trustee and the directors of a Corporate Trustee.

2.2 Appointment and Removal of Trustee

2.2.1 Subject to any requirements of the Relevant Law, the Members in accordance with the other applicable provisions of the Rules may, at any time by deed or written resolution, remove from office any Trustee and shall have the right at any time by deed or written resolution to appoint a new, replacement or additional Trustee.

2.2.2 Notwithstanding **Rule 2.2.1** and subject to the Relevant Law:

- (a) a Trustee appointed by the court or the Regulator shall not be removed by the Members; and
- (b) a Legal Personal Representative appointed as Trustee by reason of **Rule 2.2.7(a)** or **Rule 14.9.1(a)(ii)** shall not be removed until the Fund has paid the death benefit of the deceased Member in respect of whom the Legal Personal Representative has been appointed as Trustee, unless removal is required to facilitate the death benefit payment.

2.2.3 An individual or Corporate Trustee shall only be appointed as Trustee if that individual or Corporate Trustee has first consented in writing to the appointment as Trustee. A person shall only be appointed as a director of a Corporate Trustee if that person has first consented to their appointment as director of the Corporate Trustee.

- 2.2.4 Each Trustee and every director of a Corporate Trustee upon appointment must:
- (a) agree in writing to be bound by the Deed and the Rules; and
 - (b) sign a trustee declaration in a form approved by the Regulator under section 104A SIS Act, (or otherwise as may be permitted by the Regulator) among other matters, acknowledging that the duties and responsibilities as a Trustee or a director of a Corporate Trustee of the Fund.
- 2.2.5 A Trustee will continue to hold office until:
- (a) the Trustee resigns by notice in writing to the Members and to any other Trustees;
 - (b) if an individual, the Trustee dies;
 - (c) if an individual, the Trustee is under a legal disability and is incapable of performing the duties of a Trustee;
 - (d) the Trustee is a Disqualified Person;
 - (e) the Fund would fail to satisfy the definition of a self managed superannuation fund under the Relevant Law by reason of the Trustee continuing in that role;
 - (f) subject to the Relevant Law, the Fund's status as a complying self managed superannuation fund would be jeopardised or altered if the Trustee continued to hold office;
 - (g) is removed from office by the Members pursuant to the provisions of the Rules or the Relevant Law;
 - (h) is suspended or removed from office by the Regulator pursuant to the Relevant Law.
- 2.2.6 Any vacancy in the office of Trustee or in the directorship of a Corporate Trustee shall be filled as and when required by the Relevant Law but until and unless any vacancy is filled the continuing Trustee(s) or directors of a Corporate Trustee may continue to exercise the role and function of Trustee subject to **Rule 14.9.1(a)**. There shall be no obligation to fill any vacancy, unless required by the Relevant Law, if there is at least one Trustee or one director of a Corporate Trustee.
- 2.2.7 Despite **Rule 2.2.6** and having regard to the requirements of **Rule 14.9.1(a)(ii)** and subject to **Rule 2.2.8**:
- (a) Where a Member dies (and the Trustee is required to exercise a discretion regarding a death benefit to be paid in respect of that deceased Member) the Legal Personal Representative of the deceased Member shall be appointed as either a Trustee or a director of a Corporate Trustee as soon as practicable and within six (6) months from the date of the Member's death until not later than the date that the

death benefits in respect of that Member commence to be payable by the Fund in accordance with section 17A(3) SIS Act;

- (b) where a Member who is a Trustee or a director of a Corporate Trustee is under a legal disability, the Legal Personal Representative of the Member shall replace that Trustee or director;
- (c) notwithstanding **Rule 2.2.7(a)** and **Rule 2.2.7(b)**, if there is more than one Legal Personal Representative of the Member, the continuing Trustees may appoint all of them and otherwise determine which of the Legal Personal Representatives must be appointed as Trustee;
- (d) A Corporate Trustee must ensure that the constituent documents of the Corporate Trustee do not prohibit the Legal Personal Representative of a director of the Corporate Trustee who dies or is under a legal disability from replacing that director as a director of the Corporate Trustee.

2.2.8 Rule 2.2.7 does not apply:

- (a) if a continuing Trustee or a director of a Corporate Trustee is the sole Legal Personal Representative of a Member who has died or is under a legal disability;
- (b) if a Legal Personal Representative of a Member who has died or is under a legal disability does not consent to appointment as a Trustee or a director of a Corporate Trustee.

2.2.9 Any requirement under State Trust Law that:

- (a) an appointment of a Trustee, new Trustee, replacement Trustee or additional Trustee must be registered for that appointment to be effective is expressly excluded to the extent not prohibited by that State Trust Law; and
- (b) the Fund must not have less than two Trustees or places a limit on the number of Trustees that may be appointed and is capable of being excluded by these Rules is expressly excluded if the Fund complies with the Relevant Law.

2.2.10 If no person has the power under **Rule 2.2** to appoint or remove a Trustee, then the Legal Personal Representative of the last person who was a Trustee may exercise that power by deed.

2.3 Transfer of Assets

2.3.1 If a Trustee's office terminates, the outgoing Trustee or their Legal Personal Representative must:

- (a) provide to any new or continuing Trustee all records, information and other property relating to the Fund in its control; and
- (b) do all things necessary to complete the appointment of a new Trustee.

- 2.3.2 If a new Trustee is appointed, then the new Trustee must do such things as are necessary to ensure that the assets of the Fund are transferred to or in the control of the Trustee.

2.4 Trustee Meetings

- 2.4.1 Any individual Trustee may at any time convene a Trustee meeting by notice to the other Trustee.
- 2.4.2 A Trustee meeting may be held in person or by any technological means by which the Trustees are able simultaneously to hear each other and to participate in discussion.
- 2.4.3 Subject to these Rules the Trustees may meet together, adjourn and regulate their meetings as they think fit.
- 2.4.4 The Trustees may determine the quorum necessary for the conduct of business.

2.5 Decisions of Trustees

- 2.5.1 Subject to compliance with **Rule 2.5.5**, business arising at a Trustee meeting will be decided by a majority of the Trustees present and voting and all such decisions of the Trustees shall be binding on all Trustees provided always that in making any decision the Trustees have regard to the covenants or obligations imposed on the Trustees under Rule 3 and the Relevant Law.
- 2.5.2 If there is more than one Legal Personal Representative or parent or guardian of a Member appointed as a Trustee in place of that Member, those Legal Personal Representatives or parents or guardians as Trustees must jointly vote for the purposes of any meeting and resolution.
- 2.5.3 Where a Trustee is a Member of the Fund and is also Trustee in place of another Member, the Trustee shall have a deliberative vote for the purposes of any meeting and resolution and an additional deliberative vote as Trustee in place of another Member, subject to **Rule 2.5.2**.
- 2.5.4 If the Trustees are individuals (and unless all the Trustees otherwise agree in writing) each individual Trustee is entitled to cast the number of votes nearest to the number of whole dollars (ignoring cents) of that Member's Account the Trustee represents and any amounts in Reserve (if there is a Reserve) that an actuary has determined might be transferred to the Member's Account to pay a pension, but no less than one vote each.
- 2.5.5 All decisions of the Trustee concerning the payment of a death benefit pursuant to **Rule 14.9.7** in respect of a deceased Member require the prior written consent of the Legal Personal Representative of the deceased Member, if there is one.

2.6 Written Resolutions

Despite **Rule 2.5.4**, a resolution in writing signed by a majority of the Trustees will:

- 2.6.1 have the same effect and validity as a resolution of the Trustees present and voting at a Trustees' meeting; and
- 2.6.2 be deemed to have been passed on the day on which the document was last signed by a Trustee, notwithstanding that the written resolution may have been signed in two or more counterparts and may be in the form of a copy or electronic transmission.

2.7 Conflict of Interest

- 2.7.1 A Trustee or any director, employee, delegate, agent or other officer of the Trustee may be involved in the exercise of all powers, authorities and discretions conferred on the Trustees notwithstanding that they may have a conflict of interest or duty.
- 2.7.2 Every Trustee must disclose their interest to the other Trustees and all declarations must be recorded, in the minutes of the relevant Trustees' meeting or noted in a written resolution made in accordance with **Rule 2.6** or otherwise recorded in a manner accepted by the Trustees.
- 2.7.3 The failure by a Trustee to make disclosure under this **Rule 2.7** does not render void or voidable a contract or arrangement in which the Trustee has a direct or indirect interest.
- 2.7.4 A Trustee or a director of a Corporate Trustee may vote in respect of a contract or arrangement or any other matter in which the Trustee or a relative or associate of the Trustee or the relative or associate of a director or shareholder of a Corporate Trustee has a direct or indirect interest.

2.8 Validity of Acts of Trustees

The acts of the Trustee will remain valid notwithstanding that it is subsequently found that there was a defect in the appointment of a Trustee or in the appointment of a Corporate Trustee or if the individual Trustee or director was or becomes a Disqualified Person.

2.9 Constituent documents of a Corporate Trustee

A Corporate Trustee must ensure that its constituent documents are consistent with the Rules and any requirements under the Relevant Law.

3. Covenants of Trustees

- 3.1 Subject to section 52B SIS Act, each Trustee covenants:
 - 3.1.1 to act honestly in all matters concerning the Fund;
 - 3.1.2 to exercise, in relation to all matters affecting the Fund, 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;
 - 3.1.3 to perform the Trustee's duties and exercise the Trustee's powers in the best financial interests of the Beneficiaries;

- 3.1.4 to keep the money and other assets of the Fund separate from any money and assets:
 - (a) that are held by the Trustee personally; and
 - (b) that are money or assets, as the case may be, of a standard employer-sponsor, or an associate of a standard employer-sponsor, of the Fund;
 - 3.1.5 not to enter into any contract, or do anything else, that would prevent the Trustee from, or hinder the Trustee in, properly performing or exercising the Trustee's functions and powers;
 - 3.1.6 to formulate, review regularly and give effect to an investment strategy that has regard to the whole of the circumstances of the Fund including, but not limited to, the following:
 - (a) the risk involved in making, holding and realising, and the likely return from, the Fund's investments, having regard to its objectives and its expected 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 in 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 liabilities;
 - 3.1.7 if there are any reserves of the Fund, to formulate, review regularly and give effect to a strategy for their prudential management, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;
 - 3.1.8 to allow a Beneficiary of the Fund access to any prescribed information or any prescribed documents.
- 3.2 Each director of a Corporate Trustee covenants to exercise a reasonable degree of care and diligence for the purposes of ensuring that the Corporate Trustee carries out the covenants referred to in **Rule 3.1**. A reference to reasonable degree of care and diligence is a reference to the degree of care and diligence that a reasonable person in the position of director of the Corporate Trustee would exercise in the circumstances.

4. Trustee's Powers

4.1 All Powers

The Trustee will have all the powers of a natural person. Without limitation, the Trustee will have the powers enumerated in this Rule and 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 prudent manner in accordance with the Deed, the Rules and the Relevant Law and as if the Trustee was the legal and beneficial owner of the assets of the Fund, including the power of:

- 4.1.1 **Deal with Fund assets:** entering into and executing all contracts, deeds and documents and doing all such matters and things considered expedient for the purpose of investing Fund monies and carrying out the trusts, authorities, powers and discretions conferred upon the Trustee by the Deed and the Rules;
- 4.1.2 **Bank accounts:** opening and operating, by any means including electronically, any account of any description with any financial institution and making regulations for the operation of such accounts and in accordance with those regulations to jointly or severally draw, make, accept, endorse, discount, issue or otherwise deal with any promissory note, bill of exchange, bill of lading, cheque or other negotiable or transferrable instrument;
- 4.1.3 **Sign, authorise and approve:** determining who shall be entitled to sign, authorise and approve receipts, acceptances, endorsements, releases, promissory notes, bills of exchange and lading, cheques, negotiable and transferrable instruments, agreements, writings, contracts, documents or electronic transactions of any kind whatsoever;
- 4.1.4 **Fund obligations:** giving such undertakings and incurring all such obligations relating to the Fund as the Trustee thinks fit;
- 4.1.5 **Legal proceedings:** 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 and allowing time for payment or satisfaction of any debts owed to or by the Fund;
- 4.1.6 **Vary investments:** varying or realising an investment of any part of the Fund at any time and reinvesting money resulting from the realisation in any form of investment;
- 4.1.7 **Conduct businesses and profit making undertakings:** conducting and terminating any trade, business or profit making undertaking or scheme anywhere in the world, either alone, in partnership or by joint venture, and under any name as the Trustee thinks fit;
- 4.1.8 **Engage:** engaging and paying remuneration to any person (including a Member or Trustee) in connection with anything required to be done pursuant to the Deed and the Rules and may remove or suspend any such person;
- 4.1.9 **Borrowing:** borrowing or raising any financial accommodation including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument for the purposes permitted by the Relevant Law (including for the purpose of investing in a limited recourse borrowing arrangement or an instalment warrant arrangement) and secure the borrowing or financial accommodation in such a manner and upon such terms and conditions and at such rate of interest as the Trustee determines and in particular, by assigning, pledging, charging or mortgaging all or any of the assets of the Fund;
- 4.1.10 **Lending:** lending money and securing the repayment of that money in any manner and upon any terms which the Trustee may consider advisable within the confines of the Relevant Law;

- 4.1.11 **Insurance:** insuring or re-insuring any risks, contingencies or liabilities of the Fund;
- 4.1.12 **Pay expenses:** paying out of the Fund all costs, taxes and expenses of the Fund, including the fees of any advisers or agents and the remuneration of persons appointed pursuant to the Rules;
- 4.1.13 **Discharge liabilities:** making and giving receipts and releases or discharges of any kind;
- 4.1.14 **Indemnification:** giving any guarantee, indemnity 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;
- 4.1.15 **Life Insurance Policies:** effecting life insurance policies for the purposes of providing benefits for Members including insurance policies over the life of a Member for the benefit of another Member;
- 4.1.16 **Mortgage Protection Insurance:** effecting mortgage protection insurance or like insurances to cover payment of borrowings by the Fund;
- 4.1.17 **Allocation of insurance premiums and proceeds:** subject to Relevant Law, entering into agreements with Members about the payment of insurance policy premiums and the allocation of insurance policy proceeds for any insurance policy not being an Individual Policy;
- 4.1.18 **Receive gifts or distributions:** receiving property by gift inter vivos or by distribution under a will or under the provisions of any other trust or otherwise from any person and to hold these gifts according to the Rules and to administer such additions under these provisions;
- 4.1.19 **Payment of Benefits:** paying or applying a Benefit out of the Fund to persons entitled without being responsible for seeing to the application of payments made in the exercise of this or any other power vested in the Trustee by the Deed and the Rules;
- 4.1.20 **Delegation:** delegating in writing the exercise of all or any of the powers or discretionary authorities conferred on the Trustee and to execute any powers of attorney or other instruments necessary to effect such a delegation;
- 4.1.21 **To act on advice:** acting upon the advice of any legal practitioner, any medical practitioner, accountant, actuary, superannuation consultant or any investment or financial adviser or any other professional person without being liable to any Members or their Dependants or their Legal Personal Representative in respect of any act done by the Trustees in accordance with such advice;
- 4.1.22 **Charge a fee:** charging fees for doing anything permitted or required under the Relevant Law and for which a fee may be charged;
- 4.1.23 **Irrevocable election:** irrevocably electing that the Fund become a Regulated Superannuation Fund.

4.2 Absolute Discretion

- 4.2.1 Except as expressly provided to the contrary in the Rules, the Trustee in the exercise of the authorities, powers and discretions given to it under the Deed and the Rules, 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 the Deed, the Rules and the Relevant Law.
- 4.2.2 The Trustee may, in its absolute discretion, waive any requirement of the Deed and the Rules in respect of any Member if any such action does not cause a breach of the Relevant Law.

4.3 Delegation and Appointment of Attorney by Trustee and Appointment of Custodian

- 4.3.1 The Trustee may delegate in writing the exercise of all or any of the powers or discretionary authorities conferred on the Trustee and execute any powers of attorney or other instruments necessary to effect such a delegation.
- 4.3.2 The Trustee may appoint one or more attorneys under power of attorney upon such terms as the Trustee thinks fit to perform any of the powers, authorities, duties or functions conferred on the Trustee by the Deed, Rules or by the Relevant Law. Any such power of attorney will remain valid and effectual for the period nominated by the Trustee or until revoked by the Trustee.
- 4.3.3 The Trustee may appoint any person as custodian or nominee to hold legal title of any asset acquired or to be acquired by the Trustee on such terms as the Trustee thinks fit.

4.4 Remuneration of the Trustee

- 4.4.1 The Trustee will not receive any salary or remuneration from the Fund in respect of its services as Trustee unless permitted under the Relevant Law.
- 4.4.2 Subject to the Relevant Law, nothing in this Deed or the Rules 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) 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.

4.5 Inquiries and Complaints

The Trustee must to the extent required by the Relevant Law establish arrangements to deal with inquiries or complaints about the operation or management of the Fund.

4.6 Dependants and Other Beneficiaries

The Trustee may exercise all its powers under the Deed, the Rules 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 the Rules and any direction of the Trustee in relation to the payment of any Benefit.

4.7 Indemnity

4.7.1 Limitation

Subject to **Rules 4.7.2 and 4.7.3**, no Trustee or, where the Trustee is a corporation, none of its directors or officers, will be personally liable for any loss, damage, detriment, mistake, omission, expense or damage or costs ("**Detriment**") whatsoever incurred by any person in connection with the Fund for any reason and without limitation including:

- (a) Any Detriment arising from reliance on professional advice; or
- (b) Any Detriment arising from the failure of an investment; or
- (c) Any Detriment consequent upon the Trustee complying with Relevant Law, despite the Trustee's action or inaction being a breach of this Deed.

4.7.2 Exception

Rule 4.7.1 does not apply:

- (a) to the extent that the Detriment is due to the Trustee's, director's or officer's dishonesty or intentional or reckless failure to exercise the degree of care and diligence that the Trustee, director or officer or other person or entity was required to exercise; or
- (b) to the extent that it is inconsistent with Relevant Law.

4.7.3 Indemnity

The Trustee and, where the Trustee is a corporation, its directors and officers are entitled, to the maximum extent permitted by law and in the circumstances referred to in **Rule 4.7.1** and subject to **Rule 4.7.2** to be indemnified from the Fund against all liabilities incurred by each of them or other person in connection with the execution, attempted execution, or non-execution of the Trustee's performance, powers, duties and discretions under this Deed except for an administrative penalty or a civil penalty order under the Relevant Law.

4.7.4 Payment and reimbursement

- (a) Subject to the Relevant Law, the Trustee and, if the Trustee is a corporation, its directors and officers, may recover from the Fund amounts required:
 - (i) to meet the indemnities referred to above; and
 - (ii) to meet all liabilities whatsoever in connection with the Fund and the exercise of their powers and duties under or in connection with this Deed.
- (b) For the purpose of these indemnities, and to the maximum extent permitted by law and subject to the Relevant Law, the Trustee or, if the

Trustee is a corporation, its directors and officers have, and may exercise, a lien over the Fund.

4.8 Release

Subject to Relevant Law, the Trustee (and in the case of a Corporate Trustee, each director) is released from all liabilities, losses, costs and expenses incurred in the exercise or 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.

4.9 Limited Indemnity and Release

Nothing in the Deed has the effect of indemnifying or releasing the Trustee (and in the case of a Corporate Trustee, its director) in respect of any liability:

4.9.1 for a breach of trust, where the Trustee fails to act honestly, or fails intentionally or recklessly to exercise, the degree of care and diligence that the Trustee was required to exercise; or

4.9.2 for a monetary penalty under a civil penalty order.

4.10 Confidentiality

The Trustee shall keep confidential all material and information concerning the administration and management of the Fund and concerning Members and their Dependants and only use that material and information in the administration and management of the Fund and unless required expressly in these Rules or by the Relevant Law shall not be obliged to give reasons for any decisions or acts or omissions of the Trustee.

5. Membership

5.1 Admission

The Trustee may in its absolute discretion admit to membership of the Fund any person that the Trustee regards as eligible for membership with effect from such date, whether retrospective or prospective, as the Trustee determines. The Trustee may require an application for membership in such form as the Trustee accepts and or that the person enter into a written agreement with the Trustee imposing special conditions in respect of membership.

5.2 Bound by the Deed and the Rules

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

5.3 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.

5.4 Information to Members

The Trustee must, as soon as practicable after the admission of a Member, and/or at such other times as is required by the Relevant Law give to that Member and any other entitled person any information and details about the Fund required by the Relevant Law.

5.5 Information from Members

5.5.1 Every Member and Dependant must provide such information and documents, submit to such medical examinations, and generally do such things as the Trustee considers necessary for the Trustee to administer the Fund and for the Trustee to otherwise be satisfied that such person is entitled to a Benefit from the Fund. The Trustee may suspend the payment of any Benefit if the Member or Dependant fails to comply with any Trustee request for this purpose.

5.5.2 If the Trustee's first request is not complied with within six (6) months, the Benefit payable to or for such Member or Dependent may cease or may be transferred in part or in whole in such amounts as shall be determined by the Trustee to an Eligible Fund.

5.6 Person to Receive a Reversionary Pension

Subject to the Rules and the Relevant Law, the Trustee must admit a person as a Member where that person will be paid a pension from the Fund as a consequence of the death of another Member.

5.7 Cessation of Membership

Subject to Relevant Law, a person ceases to be a Member of the Fund:

5.7.1 if the Member dies, when all their Superannuation Entitlements in the Fund have been paid, applied or transferred from the Fund;

5.7.2 when all Benefits which are or may be payable under these Rules in respect of the Member have been paid;

5.7.3 when a transfer of the balance of their Member Account is made to an Eligible Fund;

5.7.4 when the Trustee requires a Member to cease membership of the Fund to comply with the Relevant Law;

5.7.5 when the Member has a nil balance in the Fund and the Trustee determines that the Member is not to continue to be recognised as a member of the Fund;

5.7.6 when the Trustee otherwise reasonably determines.

Subject to the Relevant Law, a person who ceases to be a Member may continue to act as a Trustee (or director of a Corporate Trustee) if they are or were appointed by another Member.

5.8 Closure of Membership

To permit the Fund to qualify or to continue to qualify for a duty exemption or nominal or concessional assessment of duty under the laws of any State or Territory on the transfer of an asset to the Fund in respect of an asset acquired by the Trustee and held for the benefit of particular Members of the Fund at that time, the Trustee may close the membership of the Fund to new members permanently or until such time as such asset has been used to pay Benefits to those Members. The Trustee shall do all things and execute all such necessary deeds or documents to give effect to the closure to new members.

6. Contributions to the Fund

6.1 Acceptance of Contributions

The Trustee subject to the Relevant Law:

6.1.1 may accept contributions in respect of a Member including, without limitation:

- (a) government co-contribution;
- (b) child contributions;
- (c) spouse contributions;
- (d) the whole or part of any Shortfall Component in respect of any employee or Member received from the Commissioner of Taxation;
- (e) Splittable Contributions; and
- (f) any downsizer contributions as defined and provided in the Relevant Law;

6.1.2 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;

6.1.3 may allocate, record or treat the whole or part of a contribution in a manner not prohibited by the Relevant Law including the allocation of the whole or part of a contribution to a reserve; and

6.1.4 may refuse to accept part or all of any contributions as the Trustee deems appropriate.

6.2 Form of Contributions

6.2.1 Subject to the Relevant Law, contributions may be made either in money or by in specie transfer of assets not prohibited by the Relevant Law.

6.2.2 If a contribution is made by an in specie transfer:

- (a) the amount of the transfer will be the market value of the asset determined by the Trustee at the time of its transfer;

- (b) any other terms and conditions of the transfer will be as determined by the Trustee; and
- (c) in the event that the Trustee wishes to restrict the Benefits arising from the assets transferred to the Fund under this Rule to particular Members, the Trustee shall either proceed under **Rule 7.4** to hold the assets specifically to provide Benefits for those Members, or, if those Members are the only Members of the Fund at the time of transfer, the Trustee may close the membership of the Fund to new members under **Rule 5.8**.

6.3 Splittable Contributions

Subject to the Relevant Law, the Trustee may allow Splittable Contributions and a Member may request that the Trustee allocate the whole or part of that contribution to any other Member or person.

6.4 Contribution Repayment or Release

- 6.4.1 The Trustees may repay the whole or any part of a contribution and any associated earnings to a Member but only if the repayment is not in breach of the Relevant Law.
- 6.4.2 Subject to the Relevant Law, the Trustee may repay a contribution if the Trustee is satisfied that it was paid to the Trustee by mistake.
- 6.4.3 The Trustee must repay the whole or part of a contribution and any associated earnings to the Member if directed by the Regulator. The Trustee may deduct from the repayment any liabilities or expenses incurred or provision for liabilities or expenses in relation to the contribution.
- 6.4.4 If excess contributions are received by the Fund and the Trustee receives a release authority under the Relevant Law, then the Trustees may release funds and pay Excess Contributions Tax in accordance with the release authority and the Relevant Law.

7. Investments

7.1 Investment Strategy

The Trustee must formulate in writing, give effect to and review regularly an investment strategy that complies with the requirements of the Relevant Law.

7.2 Authorised Investments

- 7.2.1 Subject to the Relevant Law, the Trustee may directly or indirectly invest in any investment the Trustee considers appropriate, all or so much of the assets of the Fund not required immediately for the payment of Benefits or other amounts authorised by the Rules.
- 7.2.2 Without limiting **Rule 7.2.1**, the Trustee may invest alone, in partnership or jointly with any other entity in:

- (a) any investment authorised by the laws of the Commonwealth of Australia or any State or Territory of Australia for the investment of trust funds;
- (b) the acquisition of any interest in real or personal property, and the improvement or extension of that property;
- (c) any mortgage on freehold or leasehold property situated in Australia or elsewhere;
- (d) any deposit with any bank, building society, other financial institution or any person or organisation whatsoever and at such rate of interest and upon such terms as the Trustee may deem reasonable;
- (e) the making of any loan to any entity (except to a Member or a relative of a Member) with or without security, and at such rate of interest and upon such terms as the Trustee considers reasonable;
- (f) the acquisition of foreign currencies, commodity contracts, hedging contracts or futures contracts of any kind quoted on a recognised stock exchange;
- (g) the acquisition of shares or stock of any class or description, or of any type of bond, mortgage, debenture, note option, warrant, derivative or other like security in any company or trust fund, society, unincorporated association or other entity in any part of the world whether or not carrying on business in Australia and whether the shares or stock be fully or partly paid up, and whether secured or unsecured, registered or unregistered;
- (h) the acquisition of, or subscription for, any unit or interest in any unit trust established or situated anywhere in the world, and whether such units or interests are fully paid up or whether their issue involves any contingent or reserve liability;
- (i) the acquisition of any financial product (including instalment warrants or other derivative) over any assets in which the Trustee is authorised to invest;
- (j) the acquisition of any precious metals, coins, stamps, works of art, antiques and any other precious objects;
- (k) the acquisition of any insurance policy or annuity of any kind whatsoever and wherever made;
- (l) the discounting of loans, mortgages, contracts, hire purchase agreements or leases;
- (m) the acquisition of digital currency, cryptocurrency and such other similar or like digital assets;
- (n) bills of exchange, bill of lading, promissory notes or other negotiable or transferable instruments; and

- (o) any other investment the Trustee considers appropriate.

7.3 Power to Sell and Vary Investments

The Trustee may sell or otherwise dispose of any investments and may vary and transpose any investments into other investments permitted by the Rules.

7.4 Assets Specific to a Member

7.4.1 The Trustee, with the agreement of the Member concerned, may invest in or acquire certain identifiable investments or assets for the benefit of any Member and to make a specific investment for the benefit of any Member providing that such investment complies with the investment strategy of the Fund and shall hold such assets for the specific benefit of the Member concerned and which shall be recorded in the Member's account.

7.4.2 Despite anything contained in the Rules, any asset held for the specific benefit of a Member shall be segregated from other assets of the Fund and shall not be transferred from the Member's account and no other person shall obtain an interest in the asset unless:

- (a) the asset is being transferred to the Member as payment of a Benefit in specie to the Member;
- (b) the asset is being sold and the proceeds are to be paid to the Member as payment of a Benefit; or
- (c) the transfer of the asset does not affect any duty exemption or concessional or nominal assessment of duty obtained under the laws of any State or Territory to the transfer of the asset to the Fund when the asset was first acquired by the Trustee.

7.5 Restrictions on Member Contributed Property.

7.5.1 Despite any other provision in the Rules to the contrary, and subject to the passing of a resolution by the Trustee that this Rule (and any variation of this Rule, applies) if the Trustee acquires Member Contributed Property:

- (a) either:
 - (i) the Transferor of the Member Contributed Property must be the only Member (or Members) of the Fund and the Trustees must not admit any further Members to the Fund whilst the Fund holds the Member Contributed Property; or
 - (ii) the Member Contributed Property must be used solely for the benefit of the Transferor as Member; and
- (b) any Member Contributed Property must be used solely for the purpose of providing a retirement benefit to the Transferor(s) as Member(s); and
- (c) the Member Contributed Property:

- (i) must be held by the Trustees specifically for the benefit of the Transferor as a Member of the Fund (or if there is more than one, each of them in the same proportions as that property was held before the transfer); and
 - (ii) cannot be pooled with any property held for another Member of the Fund; and
 - (iii) no other Member of the Fund can obtain an interest in the Member Contributed Property.
- (d) The Trustee must not do or fail to do anything, including the amendment or deletion of this **Rule 7.5**, at any time, if doing so would result in the Trustee (or any custodian trustee of that property for the Trustee of the Fund) not obtaining or not being entitled to obtain or retain the benefit of any exemption or concession that would otherwise apply or continue to apply in respect of the transfer of the Member Contributed Property.

7.6 Gifts and Distributions

- 7.6.1 Subject to the Relevant Law, the Trustee may accept gifts or distributions made to the Fund from any person or organisation whatsoever.
- 7.6.2 The Trustee may allocate such gifts or distributions to any Account of the Fund for any purpose as it sees fit.

7.7 Investment Income

The Trustee must, to the extent required by the Relevant Law, at the Review Date:

- 7.7.1 value all of the assets of the Fund; and
- 7.7.2 determine the net income and net capital gains of the Fund (whether realised or unrealised) for the period since the last Review Date, after deducting any capital losses, expenses and Taxes as the Trustee considers appropriate.

7.8 Fund Earning Rate

At the Review Date, the Trustee must determine the rate or amount at which the income of the Fund is to be credited or debited to Member Accounts and other Accounts and Reserves established by the Trustee, having regard to:

- 7.8.1 the amount of income for the Financial Year ending on the relevant Review Date;
- 7.8.2 the amount of income expected for the subsequent Financial Year;
- 7.8.3 the amount of income credited to the Member's Accounts in previous Financial Years;
- 7.8.4 the amount of Taxes, costs and other liabilities of the Fund;
- 7.8.5 investment strategies of the Fund; and

7.8.6 any other matters the Trustee considers relevant.

7.9 Interim Fund Earning Rate

During a Financial Year, the Trustee may determine an interim rate or amount at which the income of the Fund is to be credited or debited to any Member Account for the purpose of calculating the Member's entitlement to Benefits.

8. Borrowing - section 67A and 67B of the SIS Act Arrangements

8.1 Borrowing

8.1.1 The Trustee may borrow money or maintain an existing borrowing of money and assign, pledge, mortgage or charge any of the assets of the Fund as security for any financial accommodation, if the Relevant Law permits.

8.1.2 Subject to the Relevant Law, the Trustee may raise any money in any lawful manner including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument. The Trustee may secure the repayment of any moneys so raised with interest at such rate as the Trustee thinks fit and upon any terms and conditions in all respect as the Trustee thinks fit, and:

- (a) any money raised by the Trustee will form part of the Fund; and
- (b) interest payable on such borrowings as referred to in this **Rule 8.1** is a proper outgoing of the Fund.

8.2 Limited Recourse Borrowing

The Trustee has all the necessary powers to enter into any arrangement that complies, to the extent necessary, with sections 67A and 67B SIS Act and subject to those sections (and without limiting them) the Trustee may:-

- 8.2.1 borrow money;
- 8.2.2 maintain an existing borrowing of money;
- 8.2.3 assign, pledge, mortgage or charge assets of the Fund as security for a borrowing or financial accommodation;
- 8.2.4 enter into and execute all documents including documents in connection with acquiring a beneficial interest of an original asset or replacement asset as defined in that section;
- 8.2.5 pay the expenses incurred in any such borrowing from the borrowed money;
- 8.2.6 refinance or vary the terms of a borrowing; and
- 8.2.7 do all such things as may be ancillary or necessary including, without limitation, the variation and transposing of any asset so acquired including such acts and the entering into of such deeds or documents as may be necessary with any person or entity holding or to hold legal title to an asset referred to in that section.

8.3 Loan Applications & Conditions

The Trustee may make a loan application to any lender and utilise the services of any custodian and make such arrangements and do such things and execute such documents as may be required to comply with any conditions of approval in respect of such loan.

8.4 Asset Title

If an asset is held in the Trustee's name for the Fund, the Trustee may transfer the legal title to a custodian trustee, subject to the Relevant Law, to be held for the Trustee in its capacity as trustee of the Fund.

9. Estate Planning

9.1 Non-Binding Death Benefit Nomination

9.1.1 A Member may, in writing, notify the Trustee of the manner in which the Member would prefer their Benefit to be distributed upon the Member's death ('**Non-Binding Death Benefit Nomination**')

9.1.2 The Trustee need not comply with a Non-Binding Death Benefit Nomination.

9.1.3 A Member may vary or revoke a Non-Binding Death Benefit Nomination at any time by providing the Trustee a written revocation of the Non-Binding Death Benefit Nomination or a written variation or a new Non-Binding Death Benefit Nomination.

9.2 Binding Death Benefit Nomination

9.2.1 A Member may at any time in writing (the form and content of which writing need not comply with the Relevant Law and which writing may be contained within a testamentary instrument and which may be given to the Trustee after the Member's death and which does not need to be given by the Member personally) direct the Trustee about the manner in which the Member's Benefit is to be distributed upon their death and the Beneficiaries to whom it is to be paid (being persons who would be Dependants and the Member's Legal Personal Representative and any other person authorised by the Relevant Law) and, if to more than one person, in what proportions ('**Binding Death Benefit Nomination**').

9.2.2 A Member may:

- (a) confirm, vary or revoke a Binding Death Benefit Nomination at any time;
- (b) elect that all or some (as specified by the Member in the Binding Death Benefit Nomination) of the directions in the Binding Death Benefit Nomination shall be binding upon the Trustee.

9.2.3 A Binding Death Benefit Nomination need not contain an express statement that a direction is binding to be binding and it shall be sufficient if it uses words or language that satisfy the Trustee that the direction was intended by the Member to be binding.

9.2.4 A Binding Death Benefit Nomination may:

- (a) be lapsing or non-lapsing as to the whole or part;
- (b) specify a period, event or date after which a direction is to be no longer binding but is to otherwise remain valid;
- (c) specify a period, event or date after which it lapses as to the whole or part;
- (d) contain conditions which must be satisfied or met in order for a Benefit to be paid;
- (e) specify the type, amount and proportion of different components of Benefit to be paid;
- (f) specify whether or not a pension including a reversionary pension is to be provided;
- (g) specify whether or not the Binding Death Benefit Nomination revokes or replaces a previous Member Directed Superannuation Benefit Plan;
- (h) revoke, vary or replace a nomination or direction about the continuation of pension as a reversionary pension upon death of the Member;
- (i) specify the circumstances in which directions intended to be binding are to be treated as no longer binding including but not limited to:
 - (i) the marriage, separation, divorce or death of a Beneficiary;
 - (ii) the marriage, separation, divorce of the Member;
 - (iii) where a Beneficiary consents;
- (j) specify payment of a Benefit to a trust in which the beneficiaries are limited to those persons who are the Member's death benefit dependant as defined by section 302-195 of the Tax Act.

9.2.5 Unless expressed to the contrary, a Binding Death Benefit Nomination requiring a Benefit to be paid to a spouse of a Member will be revoked if proceedings have commenced, or will be commenced, under the *Family Law Act 1975* (Cth) or similar laws seeking a dissolution of the marriage between that Member and the spouse.

9.2.6 Notwithstanding this **Rule 9.2**, any notice in writing concerning the payment of a Member's Benefit upon their death prepared by a Member pursuant to the rules governing the operation and administration of the Fund prior to the adoption of these Rules shall continue to have full force and effect unless and until it lapses or is subsequently revoked, modified, amended or varied.

9.3 Member Directed Superannuation Benefit Plan

9.3.1 The Trustee and a Member may enter into an agreement in writing about the payment of a Benefit to Beneficiaries upon the Member's death and which includes terms and conditions of the type set out in **Rule 9.2.4**. ('**Member Directed Superannuation Benefit Plan**').

9.3.2 The terms of a Member Directed Superannuation Benefit Plan shall form part of these Rules as between the Member and the Trustee and shall be read together with the Rules as follows:

- (a) subject to the Relevant Law, the Member Directed Superannuation Benefit Plan prevails over any Binding Death Benefit Nomination by the Member unless the Binding Death Benefit Nomination expressly revokes or replaces the Member Directed Superannuation Benefit Plan made under this **Rule 9.3**;
- (b) the Member Directed Superannuation Benefit Plan replaces any previous Member Directed Superannuation Benefit Plan made by the Member and the Trustee;
- (c) any previous Binding Death Benefit Nomination given by the Member is to be treated as not in effect for the purposes of **Rule 9.2** and **Rule 14.9.3**;
- (d) subject to the Relevant Law, the terms of the Member Directed Superannuation Benefit Plan are to prevail if there is any inconsistency between the Member Directed Superannuation Benefit Plan and the Rules; and
- (e) if part of a Member Directed Superannuation Benefit Plan is invalid because a Beneficiary is not eligible to receive a Benefit under the Relevant Law then that part of the Benefit shall be distributed in accordance with **Rule 14.9.7**.

9.3.3 A Member may confirm, vary or revoke a Member Directed Superannuation Benefit Plan.

9.4 Reversionary Pension

Subject to the Relevant Law and **Rule 9.5.2**, the Trustee must comply with any terms and conditions contained in a pension or a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan made under these Rules or any equivalent rule contained in prior rules concerning the continuation or otherwise of a pension as a reversionary pension upon death of the Member.

9.5 Consistency of Estate Planning

9.5.1 The Trustee and Member must use their best endeavours to ensure that there is consistency as between all of:

- (a) a Non-Binding Death Benefit Nomination (**Rule 9.1**);
- (b) a Binding Death Benefit Nomination (**Rule 9.2**);
- (c) a Member Directed Superannuation Benefit Plan (**Rule 9.3**); and
- (d) the terms and conditions of any pension (**Rule 9.4** and **Rule 14.5**);

made by or in place for a Member and the Trustee must notify the Member if there is an apparent inconsistency.

- 9.5.2 Subject to the Relevant Law and despite **Rule 9.5** and **Rule 9.2.4(g)**, if in the Trustee's opinion, there is any inconsistency between the terms of a pension, a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan made under the Rules or any equivalent Rule contained in any relevant prior rules, the terms and conditions of whichever of the pension or Binding Death Benefit Nomination or Member Directed Superannuation Benefit Plan is dated or was signed on the most recent date is to prevail to the extent of the inconsistency.

10. Fund Accounts

10.1 Fund Accounts

The Trustee must keep Accounts and reserves that the Trustee considers appropriate for the purpose of administering the Fund and calculating the Benefit payable to each Member.

10.2 Member Accounts

The Trustee must keep separate Accounts for each Member and if necessary, separate Accounts for the purposes of:

- 10.2.1 differentiating between contributions made by a Member and contributions made by others for the benefit of the Member;
- 10.2.2 differentiating between a Member's preserved and non-preserved benefits;
- 10.2.3 calculating the tax free and taxable components of a Member's Benefit within the meaning of the Relevant Law;
- 10.2.4 identifying particular assets which are funding a Member's pension;
- 10.2.5 enabling Members to have one or more pensions; and
- 10.2.6 any other purpose as the Trustee considers appropriate.

10.3 Crediting and Debiting Member Accounts

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

- 10.3.1 contributions received from the Member or for the benefit of the Member;
- 10.3.2 income or losses of the Fund as determined by the Trustee;
- 10.3.3 amounts transferred to or from a Reserve of the Fund;
- 10.3.4 amounts transferred to or from an Eligible Fund;
- 10.3.5 the amount of any Splittable Contributions as agreed between the Member and the Trustee;
- 10.3.6 the amount of any payment split that the Trustee is required to apply in accordance with the *Family Law Act 1975 (Cth) (Part VIIIB)*;

- 10.3.7 any Taxes, expenses or liabilities in relation to the contributions received in respect of the Member;
- 10.3.8 any Taxes, expenses or liabilities of the Fund that the Trustee considers appropriate;
- 10.3.9 any Benefit paid to the Member or any other person as approved by the Trustee;
- 10.3.10 any premiums and other expenses of any insurance policies in respect of the Member;
- 10.3.11 any proceeds of insurance effected for the benefit of the Member;
- 10.3.12 any other amount which shall be credited or debited for the purposes of the Rules; and
- 10.3.13 any other amounts that the Trustee considers appropriate.

10.4 Reserves

The Trustee may establish and maintain the following reserve accounts:

- 10.4.1 a reserve for smoothing any fluctuations in the value and earnings of investments of the Fund;
- 10.4.2 a taxation reserve for making provision for any existing or prospective liability for Taxes or any other liability;
- 10.4.3 such reserves or liability accounts to assist the Trustee to identify the value of assets that may be exchanged or segregated as either current pension assets, non-current pension assets or that are dealt with as a different sub-fund, segment or partition; and
- 10.4.4 such other reserves and accounts for any other purpose the Trustee considers appropriate.

11. Fund Expenses, Taxation and Insurance

11.1 Expenses

- 11.1.1 Except as otherwise provided, all expenses relating to the establishment, 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.
- 11.1.2 The Trustee may debit Member Accounts, Reserves and any other Accounts as it considers appropriate to reflect the payment, or the provision of expenses and notwithstanding anything expressed or implied to the contrary in the Rules, the expenses of the Fund shall be distributed in a fair and reasonable manner as between all Members and in determining what is fair and reasonable the Trustee may have regard to whether such expenses were to the benefit or detriment of some or one, but not all, of the Members.

11.2 Taxes

- 11.2.1 The Trustee must pay all Taxes assessed to the Fund.
- 11.2.2 The Trustee may deduct from a Member's Account, a Reserve or any other Account any Taxes referable to:
 - (a) contributions made to the Fund for the benefit of a Member;
 - (b) earnings attributed to a Member's Account;
 - (c) any Benefit from which the Trustee considers Taxes may be payable.
- 11.2.3 The Trustee may deduct from a Member's Account any Excess Contributions Tax payable by that Member in accordance with **Rule 6.4**.
- 11.2.4 Subject to the Relevant Law, the Trustee may allocate any refund of Taxes to a Member's Account, Reserve or other Account.

11.3 Insurance

- 11.3.1 The Trustee may establish and implement an insurance plan for the Benefit of the Fund to enable the Fund to make payments (including the payment of Benefits on a Member's death or disability) to a Member, a Member's Dependant or the Legal Personal Representative of a Member in the event of a Member's death, disablement, illness or otherwise as permitted by the Relevant Law.
- 11.3.2 If permitted by the Relevant Law, the Trustee may self insure. For clarity, the Trustee may elect to self insure so long as the insured benefit is fully supported by an insurance policy provided by an external insurer.
- 11.3.3 The Trustee is prohibited from providing insured benefits other than those that are consistent with the conditions of release in the SIS Regulations for death, terminal medical condition, permanent incapacity or temporary incapacity.
- 11.3.4 The Trustee has absolute discretion as to the application of any insurance proceeds received by the Fund and may allocate the insurance proceeds to any Member's Account or to Reserves held in the Fund.
- 11.3.5 No Member nor their Legal Personal Representative nor any other person has any interest in any insurance proceeds that might be received by the Fund.
- 11.3.6 If a Benefit would ordinarily include an insured component under an insurance policy (for example a benefit payable on the Member's death or disablement): but
 - (a) no amount is paid under that policy; or
 - (b) the amount paid under the policy is less than the amount that would ordinarily be payable:

the amount payable to the Member may be adjusted accordingly.

11.3.7 This Rule is:

- (a) for the protection of the Trustee and the Fund; and
- (b) not to be taken as conferring any rights on Beneficiaries in respect of benefits additional to those conferred under other provisions of this Deed.

11.3.8 Where under any prior rules governing the Fund provision was made for purchasing policies of any type of insurance and paying the premiums of those insurance policies, the Trustee may, in their absolute discretion, continue those policies and do such things as may be necessary in that regard, subject to the Relevant Law.

11.3.9 The Trustee, in their absolute discretion, may vary the policies, subject to the Relevant Law.

12. Records and Reports

12.1 Records and Accounts to be kept

The Trustee must in such manner and form and at such time as required by the Relevant Law:

- 12.1.1** keep appropriate minutes of meetings;
- 12.1.2** keep account of all moneys received by or for, and disbursed from, the Fund and of all dealings of the Fund;
- 12.1.3** collect and promptly pay into a bank or other account of the Fund all moneys due to the Fund;
- 12.1.4** keep appropriate records, books and accounts, having regard to the requirements of the Relevant Law;
- 12.1.5** make suitable arrangements for the custody of documents relating to the investments of the Fund;
- 12.1.6** details of any order or agreement for a payment split that the Trustee is required to apply in accordance with the Part VIIIB of the *Family Law Act 1975 (Cth)*; and
- 12.1.7** prepare accounts, returns and statements in relation to the Fund as at the end of the Financial Year.

12.2 Audit

The Trustee must appoint 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.

12.3 Inspection of records

The Trustee must allow Members to inspect such documents and information as required by the Relevant Law.

12.4 Report to Regulator

The Trustee shall provide to the Regulator such reports required from time to time by the Relevant Law. The Trustee shall give to the Regulator notice of changes to the Fund in such form and in such manner as specified by the Relevant Law that the Trustee must give to the Regulator.

13. Transfers of Benefits

13.1 Transfers within the Fund

The Trustee with the consent of the Member when required by the Relevant Law, may pay or transfer in the form, money or assets of the Fund or a combination of both, all or part of the Member's interest or entitlement in the Fund to another Member's Account provided that:

- 13.1.1 the payment or transfer is not prohibited by the Relevant Law;
- 13.1.2 the Member shall be deemed to have consented to payment or transfer if the payment or transfer is required by the Relevant Law; and
- 13.1.3 the payment or transfer is made in accordance with the provisions, if any, of the Relevant Law.

13.2 Transfers to Other Funds

Subject to the Rules and the Relevant Law, the Trustee may pay or transfer to an Eligible Fund all or part of a Member's interest or entitlement to Benefits in the Fund on terms and conditions determined by the Trustee:

- 13.2.1 when requested by the Member;
- 13.2.2 when permitted or required by the Relevant Law whether or not requested or consented to by the Member and the Member shall be deemed to have consented to such payment or transfer; and

such payment or transfer may be in the form of money or assets of the Fund or a combination of both.

13.3 Benefits Cease

If a payment or transfer is made under **Rule 13.2**:

- 13.3.1 the payment or transfer will satisfy the Member's interest or entitlement to those Benefits to the extent of the amount paid or transferred;
- 13.3.2 the receipt of the payment or transfer by the trustee of the Eligible Fund will discharge the Trustee with respect to any liabilities referable to the amount paid or transferred; and

- 13.3.3 after the payment or transfer, the Trustee will not be responsible for the future application of the particular amount.

13.4 Transfers from Other Funds

- 13.4.1 Upon a Member's request, the Trustee may accept a payment or transfer of money or assets from an Eligible Fund:
- (a) on such terms and conditions imposed by the Eligible Fund;
 - (b) on such terms and conditions determined by the Trustee; and
 - (c) which is not prohibited by the Relevant Law.
- 13.4.2 The Trustee shall have regard to the provisions governing the preservation of benefits in the Eligible Fund to ensure that any Benefit arising from the assets transferred will only be paid to or in respect of the Member in circumstances similar to those provided for in the provisions governing the Eligible Fund:
- (a) if the Eligible Fund is an overseas pension scheme or foreign superannuation fund, to the extent required by foreign law; and
 - (b) to extent required by the Relevant Law.
- 13.4.3 Subject to the requirements of this **Rule 13.4** and the Relevant Law, the Trustee will credit the Member's Accounts in the manner agreed between the Trustee and the Member with the money or assets paid or transferred under this **Rule 13.4**.

13.5 Transfers from UK Registered Pension Schemes

- 13.5.1 Despite **Rule 14**, this **Rule 13.5** only applies if any Recognised Transfer Amounts have been accepted and are held by the Trustee pursuant to **Rule 13.4** from a registered pension scheme in the United Kingdom.
- 13.5.2 Subject to this **Rule 13.5**, a Member is only entitled to receive a Benefit sourced from a Recognised Transfer Amount when the Member is permitted by the UK Regulations and the Trustee must not pay a Benefit sourced from a Recognised Transfer Amount to a Member until that time.
- 13.5.3 If a Recognised Transfer Amount is held by the Trustee, this **Rule 13.5** may be amended only if, after the amendment, the amended Rule would continue to comply with the QROPS Requirements.
- 13.5.4 A Recognised Transfer Amount may be transferred to an Eligible Fund in accordance with **Rule 13.2** only where the provisions governing the Eligible Fund contain provisions to the same effect as this **Rule 13.5** in respect of a Recognised Transfer Amount.
- 13.5.5 If a Recognised Transfer Amount is held by the Trustee, the Trustee must do all necessary things to comply with the QROPS Requirements.

14.6 Pension Conditions

- 14.6.1 Any standards with respect to the payment of pensions contained in the Relevant Law are incorporated in, and form part of the Rules.
- 14.6.2 Any pension paid to a Member must be provided pursuant to any standards contained in the Relevant Law.
- 14.6.3 In providing a pension to a Member, and subject to **Rule 14.6.1** and the Trustee's discretion, the Trustee may apply any amount from the Member's Account and/or a Reserve of the Fund.
- 14.6.4 If a pension is also an Asset Test Exempt Pension, the relevant provisions of the Social Security Act 1991 or the Veterans' Entitlements Act 1986 apply to the extent of any inconsistency to ensure the pension qualifies or continues to qualify as an Asset Test Exempt Pension.

14.7 Recommencement of a Ceased Pension

Subject to the Relevant Law, if a pension has ceased because any minimum pension payment requirement of the Relevant Law has not been satisfied then that pension shall recommence on the same terms and conditions as the ceased pension on the first day of July following the day that the pension ceased.

14.8 Commutation

- 14.8.1 The Trustee may, in its discretion, commute a part or the whole of a Benefit if requested by a Member however if a Benefit is subject to a cashing restriction the Trustee shall ensure the Benefit is only commuted in accordance with the Relevant Law.
- 14.8.2 The Trustee must not commute a part or the whole of a Benefit if the commutation will cause the Fund to breach the Relevant Law.
- 14.8.3 Any commutation amount may be applied by the Trustee:
 - (a) to pay a lump sum Benefit to the Member;
 - (b) to pay one or more pensions to the Member;
 - (c) be allocated to the Member's Accounts; or
 - (d) in any other way not prohibited by the Relevant Law.

14.9 Death Benefits

- 14.9.1 On the death of a Member but subject to any Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan:
 - (a) the Trustee shall not exercise any discretion or power concerning the payment of a death benefit unless:

- (i) the prior written consent of the Legal Personal Representative of the deceased Member has been obtained to the manner and form of payment and to whom payment is to be made; or
 - (ii) the Legal Personal Representative of the deceased Member is a Trustee or director of a Corporate Trustee;
 - (b) the Trustee may continue to pay to the Legal Personal Representative any pension paid to the deceased Member;
 - (c) the Trustees may pay or transfer a death benefit to an Eligible Fund for payment to a Dependant in a manner permitted by the Relevant Law;
 - (d) the Trustees may transfer a death benefit to a trust in which the beneficiaries of such trust are limited to those persons who are death benefits dependants as defined in section 302-195 of the Tax Act.
- 14.9.2 The Trustee may comply with a Non-Binding Death Benefit Nomination of a Member made under **Rule 9.1** or any equivalent Rule contained in prior Rules of the Fund provided that the payment is permitted by the Relevant Law.
- 14.9.3 The Trustee must comply with a Binding Death Benefit Nomination of a Member made under **Rule 9.2** or any equivalent Rule contained in prior Rules of the Fund provided that the payment is permitted by the Relevant Law.
- 14.9.4 The Trustee must comply with a Member Directed Superannuation Benefit Plan of a Member made under **Rule 9.3** or any equivalent Rule contained in any prior Rules of the Fund provided that the payment is permitted by the Relevant Law.
- 14.9.5 The whole or part of a Member's Benefit payable on death that is not subject to or is not permitted to be paid pursuant to a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan shall be paid by the Trustee in accordance with **Rule 14.9.7** and **Rule 14.9.8**.
- 14.9.6 If there is any inconsistency between a pension or a Binding Death Benefit Nomination or a Member Directed Superannuation Benefit Plan then **Rule 9.5.2** applies
- 14.9.7 Subject to **Rule 14.9.1(a)**, **Rule 14.9.3**, **Rule 14.9.4** and the Relevant Law, the Trustee must distribute the balance of the Member's Accounts as a death benefit in such manner, form or type and in such proportions as the Trustee may in the absolute discretion of the Trustee decide to:
- (a) one or more Dependents; or
 - (b) the Legal Personal Representative; or
 - (c) any other persons permitted by the Relevant Law; or
 - (d) a combination of any of the above.

- 14.9.8 Subject to **Rule 14.9.6**, if the terms and conditions of a pension payable to the Member include a reversion to another person then the Trustee must pay the pension in accordance with **Rule 9.4**.
- 14.9.9 Subject to the Relevant Law, and notwithstanding any other provision of this **Rule 14.9**, the Trustee may in its absolute discretion pay an additional amount from other Accounts and/or reserve, to the Legal Personal Representative or one or more of the deceased's Dependents.
- 14.9.10 Any additional amount paid as contemplated in **Rule 14.9.9** will not form part of the Member's death benefit.

14.10 Suspension of Benefit

The Trustee may suspend, alter or withhold any Benefit where a Member or Dependant:

- 14.10.1 fails to provide any information or to do anything contemplated by **Rule 5.5.1** or if provided is carelessly incorrect, or deliberately misleading; or
- 14.10.2 otherwise fails to comply with the other provisions of the Rules or the requirements of the Relevant Law.

14.11 Preserved Benefits

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

15. Family Law Splitting and Flagging

15.1 Complying with Agreements and Orders

- 15.1.1 The Trustee shall only be obliged to comply with any request for information, agreement or order made under Part VIIIB of the *Family Law Act 1975 (Cth)* to the extent permitted or required by the Relevant Law.
- 15.1.2 The Trustee may impose a fee for the administrative costs associated with complying with an agreement or order made under Part VIIIB of the *Family Law Act 1975 (Cth)* and such fee shall be payable by such persons and in such proportions as prescribed by the Relevant Law or Part VIIIB of the *Family Law Act 1975 (Cth)*. The Trustee may add interest, at a rate the Trustee determines, to any unpaid fee that the Trustees impose and may debit the interest to a Benefit or interest that the relevant Member or person deemed to be a Member has in the Fund.
- 15.1.3 Nothing in the Rules shall impose a duty or obligation upon the Trustees to admit as a Member of the Fund any person being a party to an agreement or order made under Part VIIIB of the *Family Law Act 1975 (Cth)* who is not already a Member of the Fund and the Trustee may transfer to an Eligible Fund any Benefit to which such person is entitled.
- 15.1.4 Notwithstanding anything contained in the Rules, a Benefit payable to a Member or Dependant under the Rules shall be subject to any agreement or order made under Part VIIIB of the *Family Law Act 1975 (Cth)* applying to that Benefit.

15.2 Information Request

Upon written application for information about a superannuation interest by an eligible person in the manner prescribed by Part VIIIB of the *Family Law Act 1975 (Cth)* together with such other properly completed prescribed supporting documentation and upon the payment of any fee permitted to be imposed by the Trustee, the Trustee will provide information about the superannuation interest in the prescribed form.

16. Termination of the Fund

16.1 Termination

The Fund will be terminated on such date determined by the Trustee if the Regulator requires the Fund to be terminated or if the Trustee resolves to terminate the Fund in any of the following circumstances:

- 16.1.1 the Trustee decides to terminate the Fund;
- 16.1.2 there are no Members in the Fund; or
- 16.1.3 if all the Members request the Trustee to terminate the Fund.

16.2 Application of Assets

Subject to the Relevant Law, the Trustee must apply the assets of the Fund, to the extent that there are sufficient assets to do so, in the following priority:

- 16.2.1 towards the costs of administering and winding up the Fund;
- 16.2.2 in paying or transferring a Member's Benefit in accordance with these Rules;
- 16.2.3 any remaining amounts to be paid by the Trustee to Members, Dependants, former Members, deceased Members or Legal Personal Representatives, in such proportions as the Trustee in its discretion determines is appropriate; and

the receipt by any person of any amount under this **Rule 16.2** will be in full discharge of any claims in respect of the Fund.

17. Alteration of the Deed and Rules

17.1 Amendment

Subject to **Rule 17.2** and **Rule 17.3**, the Trustee may by deed at any time and from time to time amend all or any of the provisions of the Deed or these Rules, provided that the amendment does not:

- 17.1.1 vary the main purpose of the Deed and Rules being:
 - (a) to establish a Regulated Superannuation Fund; and
 - (b) to provide benefits to Members on retirement or to the Dependants of Members in the event of death before retirement of the Member; or

- 17.1.2 have the effect of reducing any Benefit that has accrued or has become payable to a Member before the amendment taking effect unless:
- (a) the reduction is required due to Tax payable on income of the Fund;
 - (b) the reduction is required to enable compliance with the Relevant Law;
 - (c) the reduction is approved in writing by the affected Members; or
 - (d) the Regulator has approved the reduction in writing.

17.2 Amendment Restrictions

Notwithstanding **Rule 17.1** and subject to **Rule 17.3**, no amendment of all or any of the provisions of the Deed or the Rules shall be made by the Trustee:

- 17.2.1 which would permit the sole or primary purpose of the Fund to be other than the provision of Old-Age Pensions while the Trustee is one or more individuals; or
- 17.2.2 which would permit the Trustee to be other than a Constitutional Corporation while the sole or primary purpose of the Fund is other than the provision of Old-Age Pensions; or
- 17.2.3 without the consent in writing of the Legal Personal Representative of a deceased Member if the death benefit payable in respect of the deceased Member has not been paid.

17.3 Amendments requiring Consent of Members and Others

Notwithstanding **Rule 17.1**, no amendment of the Deed or the Rules shall be made by the Trustee except with the written consent of Members or, if a Member is unable to give written consent, with the written consent of the Legal Personal Representative of that Member, which would have the effect of:

- 17.3.1 amending **Rule 17.2** or **Rule 17.3**;
- 17.3.2 altering the existing terms and conditions of:
 - (a) a pension payable to the Member or their Dependants;
 - (b) a Binding Death Benefit Nomination made by the Member; or
 - (c) a Member Directed Superannuation Benefit Plan;
- 17.3.3 amending **Rule 13.5** if a Recognised Transfer Amount has been accepted by the Trustee and the amendment would result in the Fund failing to comply with the QROPS Requirements;
- 17.3.4 changing the restrictions contained in **Rule 7.5** during any period that the Trustee holds Member Contributed Property.

17.4 Amendments Subject to the Relevant Law

Notwithstanding anything in this Rule, the Deed and the Rules cannot be amended if the amendment is contrary to the Relevant Law.

17.5 Trustee Act 1936 (SA)

The provisions of section 35B of the *Trustee Act 1936 (SA)* shall not apply.

18. Definitions

In the Deed and Rules unless the contrary intention appears:

18.1 'Account' means an account established by the Trustee for the purpose of administering the Fund or calculating the Benefit payable in respect of a Member or for any other purpose under the Deed or Rules;

18.2 'Ancillary Purposes' means those purposes that are defined in subsection 62(1)(b) of the SIS Act;

18.3 'Asset Test Exempt Pension' means a pension that is exempt from or excluded from the assets test in whole or part under the Social Security Act 1991 or the Veterans' Entitlements Act 1986 (and any applicable regulations);

18.4 'Auditor' means an 'approved SMSF auditor' (as defined by subsection 10(1) of the SIS Act) appointed for the purposes of auditing the Fund;

18.5 'Beneficiary' includes Members and any person entitled at the relevant time to receive a payment from the Fund in respect of a Member and any other person who is a Beneficiary for the purposes of the SIS Act;

18.6 'Benefit' means the benefits payable or that may be payable to or for a Member or their Dependants or any other person under the Deed, Rules or the Relevant Law;

18.7 'Complying Self Managed Superannuation Fund' means a Fund that satisfies the requirements of section 42A of the SIS Act;

18.8 'Constitutional Corporation' means a trading or financial corporation formed within the limits of the Commonwealth (within the meaning of paragraph 51(xx) of the Commonwealth of Australia Constitution Act);

18.9 'Core Purposes' means those purposes for which the Fund is established that are defined in subsection 62(1)(a) of the SIS Act;

18.10 'Corporate Trustee' means a body corporate (including a Constitutional Corporation) that is a trustee of the Fund;

18.11 'Deed' means the deed establishing the Fund and as amended;

18.12 'Dependant' has the meaning in subsection 10(1) of the SIS Act;

18.13 'Disqualified Person' has the same meaning as in section 120 of the SIS Act;

- 18.14 **'Eligible Fund'** means 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;
- 18.15 **'Excess Contributions Tax'** means any tax imposed by reason of the Superannuation (Excess Concessional Contributions Tax) Act 2007 (Cth) or the Superannuation (Excess Non-Concessional Contributions Tax) Act 2006 (Cth) or successor legislation;
- 18.16 **'Financial Year'** means a period of twelve (12) months ending on 30 June or such other period ending on a date determined by the Trustee;
- 18.17 **'Gainfully Employed'** means employed or self-employed for gain or reward in any business, trade, profession, occupation, vocation or calling on a full time or part time basis and **'Gainful Employment'** has a corresponding meaning;
- 18.18 **'Fund'** means all of the assets from time to time held by the Trustee upon the trusts contained in the Deed;
- 18.19 **'Individual Policy'**, in relation to a Member, means a life insurance policy or an interest in a group life insurance policy which the Trustees have nominated as being held specifically for the purpose of providing benefits in respect of that Member and which may include an insurance policy over the life of a person other than that Member;
- 18.20 **'Legal Personal Representative'** in relation to a Member or a Trustee being an individual means a person who:
- 18.20.1 the executor of a Will or administrator of the estate of a deceased Member including any person named as the executor in a Will of the deceased Member even though no grant of representation has issued or is required to administer the estate of the deceased Member provided the Trustees are satisfied that it is the last Will of the deceased Member; or
 - 18.20.2 holds an enduring power of attorney granted by a Member or the Trustee; or
 - 18.20.3 has been appointed by law to act as the legal personal representative of a Member or a Trustee but does not include any person appointed under the laws of bankruptcy;
- 18.21 **'Member'** means a person who has been admitted to membership of the Fund and who has not ceased to be a Member of the Fund and any person required by the Relevant Law to be treated as a Member of the Fund and, where the context permits, includes:
- 18.21.1 the Legal Personal Representative of a Member under a legal disability; or
 - 18.21.2 a parent or guardian of a Member under a legal disability by reason of age and who does not have a Legal Personal Representative;
- 18.22 **'Member Contributed Property'** means dutiable property for the purposes of the Duties Act 1997 (NSW) and the Duties Act 2008 (WA) which is transferred to the Trustee by a Transferor and, in respect of which property, duty has been assessed and paid under either section 62A of the Duties Act 1997 (NSW) or section 122 of the Duties Act 2008 (WA) and includes the proceeds of the sale of the whole or part of any such property;

18.23 'Old-Age Pension' means an old age pension for the purposes of paragraph 51(xxiii) of the Commonwealth of Australia Constitution Act;

18.24 'Permanent Incapacity' in relation to a Member, subject to the Relevant Law, has the same meaning as that contained in any insurance policy effected to cover Permanent Incapacity of the Member and in force at the time of the incapacity or where there is no such insurance policy means ill-health (whether physical or mental) which the Trustee after having regard to the requirements of the Relevant Law is reasonably satisfied the Member is unlikely to engage in Gainful Employment for which the Member is reasonably qualified by education, training or experience;

18.25 'Preservation Age' means:

18.25.1 for a person born before 1 July 1960 – 55 years; or

18.25.2 for a person born during the year 1 July 1960 to 30 June 1961 – 56 years; or

18.25.3 for a person born during the year 1 July 1961 to 30 June 1962 – 57 years; or

18.25.4 for a person born during the year 1 July 1962 to 30 June 1963 – 58 years; or

18.25.5 for a person born during the year 1 July 1963 to 30 June 1964 – 59 years; or

18.25.6 for a person born after 30 June 1964 – 60 years;

18.26 'QROPS Requirements' means any requirements under laws relating to superannuation funds that the Fund must satisfy to be a qualifying recognised overseas pension scheme under section 169 of the UK Regulations;

18.27 'Recognised Transfer Amount' means the amount transferred to the Fund or a previous superannuation arrangement in respect of a Member as a recognised transfer under section 169 of the UK Regulations;

18.28 'Regulated Superannuation Fund' has the same meaning as contained in section 19 of the SIS Act;

18.29 'Regulator' means the Commissioner of Taxation or any person or entity appointed to regulate a Self Managed Superannuation Fund as described in section 10(1) of the SIS Act and in respect of Recognised Transfer Amounts means the Board of Inland Revenue and HM Revenue & Customs of the United Kingdom;

18.30 'Relevant Law' means:

18.30.1 the Superannuation Industry (Supervision) Act 1993 (Cth) ('SIS Act');

18.30.2 the Income Tax Assessment Act 1997 (Cth) ('Tax Act');

18.30.3 the Corporations Act 2001 (Cth) ('Corporations Act');

18.30.4 any successor acts and all Regulations made pursuant to the above Acts including the Superannuation Industry (Supervision) Regulations 1994 (Cth) ('SIS Regulation');

- 18.30.5 in respect of Recognised Transfer Amounts such parts of the UK Regulations which the Fund must satisfy in order for the Fund to satisfy QROPS Requirements;
- 18.30.6 any other legislation, requirements, standards, guidelines, rulings or announcements 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 superannuation fund;
- 18.31 **'Reserve'** has the meaning given to it by **Rule 10.4**;
- 18.32 **'Retirement Age'** means:
- 18.32.1 age 65; or
- 18.32.2 such other age at which benefits can generally be paid from a regulated superannuation fund under the Relevant Law even if a Member has not ceased Gainful Employment;
- 18.33 **'Review Date'** means the final day of each Financial Year and/or any other date the Trustee determines in its absolute discretion;
- 18.34 **'Rules'** means the rules of the Fund in this Deed.
- 18.35 **'Shortfall Component'** has the meaning given to that term in the Superannuation Guarantee (Administration) Act 1992 (Cth);
- 18.36 **'Splittable Contribution'** has the meaning given to that term in SIS Regulation 6.42;
- 18.37 **'State Trust Law'** means whichever of the Trustee Act 1958 (VIC), the Trustee Act 1925 (NSW), the Trustees Act 1962 (WA), the Trusts Act 1973 (QLD), the Trustee Act 1936 (SA), the Trustee Act 1898 (TAS), the Trustee Act 1925 (ACT) and the Trustee Act 1893 (NT) apply to the Fund or any other Commonwealth, State or Territory legislation of like effect that may apply;
- 18.38 **'Superannuation Entitlement'** in relation to a Member generally means the total amount of all superannuation lump sums that could be payable to the Member by the Fund at any time or it is such other interest as defined in section 995-1(1) of the Tax Act as determined by the Trustee with reference to section 307-200 of the Tax Act;
- 18.39 **'Taxes'** includes income tax (including capital gains tax) land tax, goods and services tax, stamp duty and any other taxes or duties;
- 18.40 **'Temporary Incapacity'** in relation to a Member, subject to the Relevant Law, who has ceased to be Gainfully Employed (including a Member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the Member to be Gainfully Employed), means ill-health (whether physical or mental) that caused the Member to cease to be Gainfully Employed or which otherwise qualifies as temporary disablement (or its equivalent) under the Relevant Law but does not constitute Permanent Incapacity;
- 18.41 **'Terminal Medical Condition'** has the meaning given by SIS Regulation 6.01A;

18.42 **'Transferor'** means a Member or Members together who transfer Member Contributed Property to the Trustee;

18.43 **'Trustee'** or **'Trustees'** means the trustee(s) for the time being of the Fund and where the context permits includes the director of a Corporate Trustee; and

18.44 **'UK Regulations'** means the Finance Act 2004 (United Kingdom) and regulations made by the Board of Inland Revenue of the United Kingdom.

19. Interpretation

In the Deed and Rules unless the contrary intention appears:

19.1 the **singular** includes the plural and vice versa;

19.2 a **gender** includes all other genders;

19.3 a reference to a **person** includes any company, partnership, joint venture, trust, association, government, or public authority and vice versa;

19.4 a reference to a **person** that comprises two or more persons means those persons jointly and severally;

19.5 a reference to **amend** includes to add to, modify, vary, replace or delete and **amendment** and **amending** have corresponding meanings;

19.6 a reference to a **document** is to that document as amended, novated, supplemented, varied or replaced from time to time and includes any annexures, schedules and appendices to that document, except to the extent prohibited by that document;

19.7 a reference to **conduct** includes any act, omission, representation, statement or undertaking whether or not in writing;

19.8 a reference to **pay** includes to credit or distribute;

19.9 mentioning anything after **include**, **includes** or **including** does not limit what else might be included;

19.10 a reference to any **legislation** or legislative provision includes any statutory modification, substitution or re-enactment and any subordinate legislation issued under that legislation or provision;

19.11 any term used but undefined in the Rules which is defined in the Relevant Law has the same meaning that it has in the Relevant Law;

19.12 the **headings** and sub-headings are for convenience only and do not affect the interpretation of these Rules.

20. Compliance with the Relevant Law

20.1 Inconsistency

If there is any inconsistency between the provisions of the Deed, the Rules and the Relevant Law, the Relevant Law will prevail to the extent of any such inconsistency.

20.2 Power to Act in Accordance with Relevant Law

The Trustee has the power to do, or omit to do, all acts and things as the Trustee considers necessary for the Fund to be a Complying Self Managed Superannuation Fund.

20.3 Deemed Inclusion of Relevant Law

Despite any provision of the Deed or the Rules, all the provisions of the Relevant Law that must be included in the Deed and the Rules from time to time in order for the Fund to qualify or remain as a Complying Self Managed Superannuation Fund under the Relevant Law are deemed to be included in the Deed and the Rules as if every such provision was set out in the Deed and the Rules but only for so long as that deemed inclusion is necessary for the Fund to qualify or remain a Complying Self Managed Superannuation Fund under the Relevant Law.

21. General

21.1 Failure to enforce rights

The failure or omission of the Trustee to enforce or require strict compliance with a provision of the Deed or the Rules does not affect or impair the Trustee's right to subsequently enforce or require strict compliance with that provision or to avail itself of any remedies it may have in respect of any breach of that provision.

21.2 Preservation of rights

All rights given to a Member under the Deed or the Rules are cumulative of each other and in addition to and do not abrogate, limit or reduce any other rights that beneficiary may have at law, under any other agreement, or otherwise.

21.3 Further assurance

The Trustee must promptly execute all documents and do all things to effect, perfect or complete the Deed and all transactions incidental to it.

21.4 Governing law

The Deed and Rules are governed by the laws of the State or Territory nominated in the Deed and the Commonwealth of Australia but if no laws of a State or Territory is nominated in the Deed shall be the laws of the State or Territory nominated by the Trustee by resolution or deed. The Trustee may at any time by resolution or deed nominate that the laws of a different State or Territory will apply.

21.5 Severance

Subject to **Rule 17.4**, a provision of the Deed or the Rules that is invalid or unenforceable must be severed. All other provisions of the Deed and the Rules continue to be valid and enforceable in accordance with their terms.

APPLICATION FOR MEMBERSHIP
OF J & M DRAPES RETIREMENT FUND

I, John Russell Drapes

Of 102 Chelford Street
Alderley QLD 4051

Date of Birth 29 February 1940

Hereby apply for membership upon the terms and conditions set out in the Trust Deed governing the **J & M Drapes Retirement Fund**.

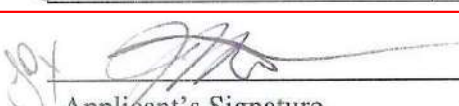
I agree and undertake as follows:

- I will be bound by the Deed governing the fund.
- I understand the terms and conditions of the Deed. Particularly the terms and conditions of the Deed concerning benefits payable.
- I acknowledge I have received all information needed by me for the purpose of:
 1. Understanding the main features of the fund; and
 2. Making an informed judgment about the management and financial condition of the fund.
- Making an informed judgment about the investment performance of the fund.
- I acknowledge that as the date of this application I have been advised of the current Trustee(s) and agree to their continuing appointment.

NOMINATION OF BENEFICIARY

I hereby nominate the following person(s) to receive the benefit payable by the Trustee(s) of the Fund in the event of my death.

| Person | Relationship to Member | Proportion of Death Benefit |
|--------|------------------------|-----------------------------|
| | | |
| | | |
| | | |

JOY

Applicant's Signature

10 July 2002
Date


Witness

10 July 2002
Date

Dated 10 July 2002

John Russell Drapes
102 Chelford Street
Alderley QLD 4051


Dear John

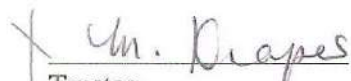
We acknowledge your application for membership of the **J & M Drapes Retirement Fund**.

We are pleased to advise that the Trustee(s) of this fund at a meeting held on 10 July 2002 have accepted your application.

Your membership commenced on 10 July 2002.

Yours faithfully


Trustee
John Russell Drapes


Trustee
Margaret Mary Drapes

APPLICATION FOR MEMBERSHIP
OF J & M DRAPES RETIREMENT FUND

I, Margaret Mary Drapes

Of 102 Chelford Street
Alderley QLD 4051

Date of Birth 15 June 1943

Hereby apply for membership upon the terms and conditions set out in the Trust Deed governing the **J & M Drapes Retirement Fund**.

I agree and undertake as follows:

- I will be bound by the Deed governing the fund.
- I understand the terms and conditions of the Deed. Particularly the terms and conditions of the Deed concerning benefits payable.
- I acknowledge I have received all information needed by me for the purpose of:
 3. Understanding the main features of the fund; and
 4. Making an informed judgment about the management and financial conditions of the fund.
- Making an informed judgment about the investment performance of the fund.
- I acknowledge that as the date of this application I have been advised of the current Trustee(s) and agree to their continuing appointment.

NOMINATION OF BENEFICIARY

I hereby nominate the following person(s) to receive the benefit payable by the Trustee(s) of the Fund in the event of my death.

| Person | Relationship to Member | Proportion of Death Benefit |
|--------|------------------------|-----------------------------|
| | | |
| | | |
| | | |

PK completed
MD M. Drapes
Applicant's Signature

[Signature]
Witness

10 July 2002
Date

10 July 2002
Date

Dated 10 July 2002

Margaret Mary Drapes
102 Chelford Street
Alderley QLD 4051

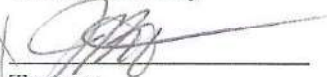
Dear Margaret

We acknowledge your application for membership of the **J & M Drapes Retirement Fund**.

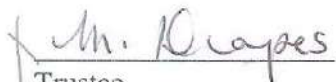
We are pleased to advise that the Trustees of this fund at a meeting held on 10 July 2002 have accepted your application.

Your membership commenced on 10 July 2002.

Yours faithfully



Trustee
John Russell Drapes



Trustee
Margaret Mary Drapes

Signed Constitution



DRAPES RETIREMENT PTY LTD

ACN: 653 185 990

**MEMBER RESOLUTION &
SPECIAL PURPOSE CONSTITUTION**

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Member resolution

Drapes Retirement Pty Ltd

ACN 653 185 990

Date:

19/10/2021

Constitution

- 1 The Company wishes to adopt a constitution in the form contained in Annexure 1.

Resolution

- 2 It is resolved to adopt a constitution in the form contained in Annexure 1 as the constitution for the Company.
- 3 It is resolved that the sole purpose of the Company is to act as trustee of a self-managed superannuation fund.
- 4 This resolution is made in accordance with section 136(1) of the *Corporations Act 2001* (Cth), by a special resolution of members.

The Member

Signed by Margaret Mary Drapes:



Margaret Mary Drapes
Member

Dated: 19/10/2021

Annexure 1

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CONSTITUTION

Drapes Retirement Pty Ltd

ACN 653 185 990

Date

1. The Company

1.1 Name

The name of the company is **Drapes Retirement Pty Ltd ACN 653 185 990**.

1.2 Purpose of the Company

1.2.1 The sole purpose of the Company is to be a trustee of a Regulated Superannuation Fund that is also a Self Managed Superannuation Fund.

1.2.2 The Company:

- (a) may only be a trustee of one (1) Regulated Superannuation Fund at any particular time;
- (b) must not be a trustee of any other trust estate;
- (c) must not carry on any business, or participate in any investment activities on its own account,

and, for the avoidance of doubt, this **clause 1.2** and **clauses 14** and **15** together are intended to ensure that the Company satisfies the requirements to be a Special Purpose Company and:

- (a) this Constitution must be read and interpreted in accordance with this express intention; and
- (b) to the extent of any inconsistency between any of **clauses 1.2, 14** and **15** and any other provisions of this Constitution, **clauses 1.2, 14** and **15** prevail.

1.3 Legal Capacity

To the extent permitted by the Act, and subject to both the SIS Act and SIS Regulations, the Company has the legal capacity and powers of an individual both in and outside of Australia.

1.4 Replaceable Rules

To the extent permitted by law the replaceable rules in the Act do not apply to the Company.

1.5 Proprietary Company

The Company is a proprietary company and must comply with all provisions of the Act in order to remain registered as a proprietary company.

2. Definitions

In this Constitution, unless the contrary intention appears:

- 2.1 **'Act'** means the *Corporations Act 2001* (Cth);
- 2.2 **'Beneficiary'** means a member of the Fund;
- 2.3 **'Business Day'** means any day that banks are generally open for business in the Relevant Jurisdiction but not a Saturday, Sunday or a public holiday;
- 2.4 **'Constitution'** means the constitution of the Company as amended from time to time;
- 2.5 **'Company'** means **Drapes Retirement Pty Ltd A.C.N. 653 185 990**;
- 2.6 **'Director'** includes any person occupying the position of director of the Company;
- 2.7 **'Directors'** means all or some of the Directors acting as a board, unless the Company has only one Director, in which case, that Director;
- 2.8 **'Fund'** means the particular Self Managed Superannuation Fund that the Company is the trustee of;
- 2.9 **'General Meeting'** means a general meeting of Members;
- 2.10 **'Legal Personal Representative'** means:
 - 2.10.1 an executor of a will or an administrator of an estate of a deceased person;
 - 2.10.2 the trustee of an estate of a person who is under a legal disability; or
 - 2.10.3 a person who holds an enduring power of attorney granted by a person.
- 2.11 **'Member'** means a person entered in the Register or any branch register as the holder of Shares;
- 2.12 **'Office'** means the Company's registered office;
- 2.13 **'Register'** means the register of Members of the Company;
- 2.14 **'Registered address'** means the last known address of a Member as noted in the Register;
- 2.15 **'Regulated Superannuation Fund'** has the meaning outlined in section 19 of the SIS Act;
- 2.16 **'Relative'** has the same meaning as in section 10 of the SIS Act;
- 2.17 **'Relevant Jurisdiction'** means Queensland;

- 2.18 **'Representative'** means a person authorised by a Member to act as its representative under this Constitution;
- 2.19 **'Seal'** means the Company's common seal (if any);
- 2.20 **'Self Managed Superannuation Fund'** has the same meaning as in the SIS Act;
- 2.21 **'SIS Act'** means the *Superannuation Industry (Supervision) Act 1993* (Cth);
- 2.22 **'SIS Regulations'** means any regulations made under the SIS Act;
- 2.23 **'Shares'** means shares of the Company.
- 2.24 **'Special Purpose Company'** has the meaning outlined in paragraph (f) of the definition that term in regulation 3 of the *Corporations (Review Fees) Regulations 2003*.
- 2.25 **'Superannuation Interest'** in relation to a Director who is a Beneficiary or the Legal Personal Representative of a Beneficiary of the Fund generally means the total amount of all superannuation lump sums that could be payable to the Beneficiary by the Fund at any time or it is such other interest as defined in section 995-1(1) of the Tax Act as determined by the Trustee with reference to section 307-200 of the Tax Act;
- 2.26 **'Tax Act'** means the *Income Tax Assessment Act 1997* (Cth).

3. Interpretation

In this Constitution unless the contrary intention appears:

- 3.1 the **singular** includes the plural and vice versa;
- 3.2 a **gender** includes all other genders;
- 3.3 where a **word or phrase** is defined, its other grammatical forms have a corresponding meaning;
- 3.4 a reference to a **person** includes any corporation, partnership, joint venture, trust, association, government, or public authority and vice versa;
- 3.5 a reference to a **part, clause, annexure, exhibit or appendix** is to a part, clause, annexure, exhibit or appendix to this Constitution;
- 3.6 a reference to a **request or notice** means a request or notice in writing;
- 3.7 a reference to any **party** to this or any other document includes the party's successors and permitted assigns;
- 3.8 a reference to this **Constitution** is to this Constitution as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Constitution or that other agreement or document;
- 3.9 a reference to any **legislation** or legislative provision includes any statutory modification, substitution or re-enactment and any subordinate legislation issued under that legislation or provision;

- 3.10 a reference to **conduct** includes any act, omission, representation, statement or undertaking whether or not in writing;
- 3.11 mentioning anything after **include, includes** or **including** does not limit what else might be included;
- 3.12 a reference to a **person** that comprises two or more persons means those persons jointly and severally;
- 3.13 the **headings** are for convenience only and do not affect the interpretation of this Constitution;
- 3.14 a reference to a **month** means a calendar month;
- 3.15 any thing that is deemed to occur or required to be done by this Constitution on or by a **day** which is not a Business Day, is deemed to occur or must be done on or by the following Business Day;
- 3.16 a reference to **dollars** means Australian dollars;
- 3.17 a reference to **time** means the time in the Relevant Jurisdiction;
- 3.18 an expression in a provision of this Constitution has the same meaning as in a provision of the Act that deals with the same matter as the provision.

4. Shares

4.1 Rights

- 4.1.1 Subject to this Constitution, the terms of issue of Shares and the Act, all Shares attract the right to receive notice of and to attend and vote at all general meetings of the Company at one vote per Share.
- 4.1.2 If the terms of this Constitution have been adopted by the Company in replacement of a previous Constitution, Articles of Association or Memorandum of Association, the adoption of this Constitution shall not of itself result in any change to the nominal value of or any rights, privileges, restrictions or conditions attaching to any Shares issued by the Company before the adoption of this Constitution.

4.2 Issue

Subject to this Constitution and the Act, the Directors may issue or dispose of Shares to persons on such terms, at such issue prices, of such classes and at such times as determined by the Directors.

4.3 Alteration of Capital

If the Members agree, the Shares on issue may be converted into a larger or smaller number of Shares on issue.

4.4 Joint Holders

If two or more persons are registered as the holders of a Share, they are taken to hold the Share as joint tenants and the person whose name appears first on the Register is the only joint holder entitled to receive notices from the Company.

4.5 Certificate

4.5.1 Subject to the conditions of issue of any Shares or any class of Shares:

- (a) every Member is entitled to one certificate for all Shares registered in its name; and
- (b) a Member may request several certificates in reasonable denominations for different portions of its holding.

4.5.2 Subject to the conditions of issue of any Shares or any class of Shares, joint holders are entitled to a single certificate in their joint names in respect of each portion of their holding.

4.5.3 Every certificate for Shares must be issued and dispatched in accordance with the Act.

4.6 Lost Certificates

If it is proved to the satisfaction of the Directors that a certificate is lost, worn out or defaced, the Directors may cancel such certificate and replace it with a new certificate (marked as such), subject to such indemnity as the Directors may require.

5. Share Transfer

5.1 Transfer

5.1.1 Subject to this Constitution, a Member may transfer its Shares.

5.1.2 Shares may be transferred by a written transfer instrument in a form approved by the Directors and must be executed by or on behalf of the transferor and the transferee.

5.1.3 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.

5.2 Closure of Register

The transfer books and the Register may be closed for up to thirty (30) days in each year.

5.3 Title on Death

5.3.1 The Legal Personal Representative of a deceased Member who was the sole holder of Shares is the only person whom the Company will recognise as having any title to the deceased Member's Shares.

- 5.3.2 If a deceased Member was a joint holder of Shares, the other joint holder is the only person whom the Company will recognise as having any title to the deceased Member's Shares.
- 5.3.3 The estate of the deceased Member will not be released from any liability to the Company in respect of the Shares.
- 5.3.4 Where two or more persons are jointly entitled to any Share in consequence of the death of the registered holder, they will be considered to be joint holders of the Share.
- 5.3.5 The Company may register a transfer to a transferee who dies before the transfer is registered.
- 5.3.6 Any person who is registered under this clause must indemnify the Company against all liabilities, costs, losses and expenses incurred by the Company as a result of registering the person.

5.4 Transmission of Shares in Bankruptcy or Legal Disability

- 5.4.1 Subject to the *Bankruptcy Act 1966* (Cth), a Legal Personal Representative (except for a trustee in bankruptcy) who becomes entitled to a Share in consequence of the mental incapacity, legal disability or bankruptcy of a Member may, subject to producing to the Directors evidence of its entitlement which is satisfactory to the Directors, elect to be registered as the holder of the Share or transfer the Share to a person nominated by it.
- 5.4.2 If the person who has become entitled to a Share elects to be registered as the holder, then the person must deliver or send to the Company a written notice of election signed by it.
- 5.4.3 If the person who has become entitled to a Share elects to transfer the Share, then the person must execute a transfer of the Share and such person is entitled all of the rights of the registered holder of the Share.
- 5.4.4 Any person who is registered under this clause must indemnify the Company against all liabilities, costs, losses and expenses incurred by the Company as a result of registering the person.

6. General Meetings

6.1 Convening General Meeting

- 6.1.1 Any Director may, at any time, convene a General Meeting.
- 6.1.2 The Directors will upon a request from a Member convene a General Meeting in accordance with section 249D of the Act.

6.2 Notice for General Meetings

- 6.2.1 Subject to the provisions of the Act allowing General Meetings to be held with shorter notice, at least twenty-one (21) days written notice of any General Meeting (exclusive of the day on which the notice is served or

deemed to be served and of the day for which notice is given) must be given to Members and Directors.

6.2.2 A notice convening a General Meeting:

- (a) must specify the place, date and time of the meeting;
- (b) must if the meeting is to be held in two or more places specify, the technology that will be used;
- (c) must state the general nature of the business to be transacted at the meeting; and
- (d) may specify a place, facsimile number and electronic address for the purposes of proxy appointment.

6.2.3 A notice of an annual General Meeting need not state that the business to be transacted at the meeting includes:

- (a) the consideration of accounts and the reports of the directors and auditors;
- (b) the election of directors in the place of those retiring; or
- (c) the appointment and fixing of the remuneration of an auditor.

6.2.4 The Directors may postpone or cancel any General Meeting whenever they think fit (other than a meeting convened as the result of a request under paragraph 6.1.2) but must give notice of the postponement or cancellation to all persons entitled to receive notices from the Company.

6.3 Member

In clauses 6.4, 6.6, 6.7, and 6.8, 'Member' includes a Member present in person or by proxy, attorney or Representative.

6.4 Quorum for General Meetings

- 6.4.1 No business may be transacted at a General Meeting unless a quorum of Members is present when the meeting proceeds to business.
- 6.4.2 A quorum of Members is two (2) Members unless there is only one (1) Member, when a quorum is that Member.
- 6.4.3 If a quorum is not present within thirty (30) minutes after the time appointed for a General Meeting:
 - (a) if the meeting was convened on the requisition of Members, it is automatically dissolved; or
 - (b) in any other case;

- (i) it will stand adjourned to the same time and place five (5) Business Days after the meeting, or to another day, time and place determined by the Directors, and
- (ii) if at the adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the General Meeting, it is automatically dissolved.

6.5 Chair

- 6.5.1 The chair of Directors' meetings will be the chair at every General Meeting.
- 6.5.2 If there is no chair or the chair is not present within fifteen (15) minutes after the time appointed for holding the General Meeting or the chair is unwilling to act as chair of the General Meeting the Members present may elect a chair.
- 6.5.3 If there is a dispute at a General Meeting about a question of procedure, the chair may determine the question.

6.6 Adjournment

- 6.6.1 The chair may, with the consent of any General Meeting at which a quorum is present and will if directed by a meeting at which a quorum is present adjourn the meeting.
- 6.6.2 An adjourned General Meeting may take place at a different venue to the initial meeting.
- 6.6.3 The only business that can be transacted at an adjourned General Meeting is the unfinished business of the initial meeting.
- 6.6.4 If a General Meeting has been adjourned for more than twenty-one (21) days, at least three (3) Business Days written notice (exclusive of the day on which the notice is served or taken to be served and of the day for which notice is given) of the adjourned meeting must be given to Members.

6.7 Resolutions

- 6.7.1 Subject to the Act in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- 6.7.2 A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded by:
 - (a) the chair;
 - (b) at least two (2) Members entitled to vote on the resolution; or
 - (c) Members with at least five percent (5%) of the votes that may be cast on the resolution on a poll.

6.7.3 If there is an equality of votes the chair has a second or casting vote in addition to the chair's votes as a Member, proxy, attorney or Representative.

6.7.4 Unless a poll is demanded a declaration by the chair that a resolution has been carried, carried by a specified majority, or lost and an entry to that effect in the minutes of the meeting are conclusive evidence of that fact without proof of the number or proportion of the votes in favour of or against the resolution.

6.7.5 A poll may be demanded:

- (a) before a vote is taken;
- (b) before the voting results on a show of hands are declared; or
- (c) immediately after the voting results on a show of hands are declared.

6.8 Taking a Poll

6.8.1 A poll will be taken in the manner that the chair directs.

6.8.2 The result of the poll will be the resolution of the meeting at which the poll was demanded.

6.8.3 The chair may determine any dispute about the admission or rejection of a vote.

6.8.4 The chair's determination, if made in good faith, will be final and conclusive.

6.8.5 A poll demanded on the election of the chair or the adjournment of a meeting must be taken immediately.

6.8.6 After a poll has been demanded at a General Meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.

6.9 Written and Circular Resolutions – Meetings of Members

6.9.1 Subject to the Act, if all the Members have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is taken to have been passed at a General Meeting held on the day on which the document was last signed by a Member.

6.9.2 For the purposes of this clause, two or more identical documents, each of which is signed by one or more Members, together constitute one document signed by those Members on the days on which they signed the separate documents.

6.9.3 Any document referred to in this clause may be in the form of a facsimile transmission.

- 6.9.4 If the Company has one Member, a resolution may be passed by the Member recording it and signing the record.

7. Members' Voting Rights

7.1 Votes of Members

- 7.1.1 Subject to this Constitution and to any rights or restrictions attaching to any class of Shares:
- (a) every Member may vote;
 - (b) on a show of hands every Member has one vote; and
 - (c) on a poll every Member has one vote for each fully paid Share.
- 7.1.2 If two or more joint holders purport to vote, the vote of the joint holder whose name appears first in the Register will be accepted, to the exclusion of the other joint holder or holders.
- 7.1.3 An objection to the qualification of a voter may only be raised at the meeting or adjourned meeting at which the voter tendered its vote.
- 7.1.4 An objection must be referred to the chair of the General Meeting, whose decision is final.
- 7.1.5 A vote which the chair does not disallow pursuant to an objection is valid for all purposes.
- 7.1.6 A person who has satisfied the Directors not less than twenty-four (24) hours before a General Meeting that it is entitled to a Share by operation of law may exercise all rights attached to the Share in relation to a General Meeting, as if the person were the registered holder of the Share.
- 7.1.7 If a Member appoints one proxy, that proxy may vote on a show of hands but if a Member appoints two proxies, neither proxy may vote on a show of hands.
- 7.1.8 A proxy may demand or join in demanding a poll.

7.2 Appointment of proxy

- 7.2.1 A natural person may appoint one or two proxies by a written appointment signed by the appointor or the appointor's attorney.
- 7.2.2 A corporation may appoint one or two proxies by a written appointment under the appointor's common seal or signed by a director, secretary or attorney of the appointor.
- 7.2.3 A proxy need not be a Member.

7.2.4 If a Member appoints two proxies and the appointment does not specify the proportion of the appointor's voting rights to be exercised by each proxy, then each proxy may exercise one-half of the votes.

7.2.5 An appointment of a proxy must be in a form approved by the Directors and the following form will be taken to be approved by the Directors unless they resolve to use a different form:

..... Pty Limited

I/We of
..... being a
member/members of the abovenamed Company, hereby appoint
..... of
..... or failing him,
....., as my/our proxy to vote for me/us on
my/our behalf at the general meeting of the Company, to be held on the
..... day of, and at any adjournment thereof.

Signed this day of

This form is to be used *in favour of / *against the resolution.

* Strike out whichever is not desired. (Unless otherwise instructed, the proxy may vote as he thinks fit.)

7.2.6 An instrument appointing a proxy shall be valid if it contains the following information:

- (a) the Member's name and addresses;
- (b) the Company's name;
- (c) the proxy's name or the office held by the proxy; and
- (d) the meetings at which the proxy may be used.

7.2.7 An appointment of a proxy may be a standing appointment.

7.2.8 An undated proxy shall be taken to be dated on the day that it is received by the Company.

7.2.9 A proxy may vote or abstain as he or she chooses except to the extent that an appointment of the proxy indicates the manner in which the proxy will vote on any resolution. The proxy must vote or abstain on a poll or show of hands in accordance with any instructions on the appointment.

7.2.10 A proxy's appointment is valid at an adjourned meeting.

7.3 Deposit of Instruments

The instrument appointing a proxy or attorney (if any) must not less than twenty-four (24) hours before the time for holding the meeting, or adjourned meeting at which the person named in the instrument proposes to vote, be:

- 7.3.1 deposited at the Office, or at such other place as is specified for that purpose in the notice convening the meeting; or
- 7.3.2 be transmitted to a facsimile number at the Office or a facsimile number or electronic address specified for that purpose in the notice of meeting.

7.4 Validity of Proxy Votes

A vote cast in accordance with an appointment of proxy or power of attorney is valid even if, before the vote was cast, the appointor:

- 7.4.1 dies;
- 7.4.2 becomes of unsound mind;
- 7.4.3 revokes the proxy or power; or
- 7.4.4 transfers the Shares in respect of which the vote was cast,

unless any written notification of the death, unsoundness of mind, revocation or transfer was received by the Company before the relevant meeting or adjourned meeting.

8. Directors

8.1 Number of Directors

- 8.1.1 Subject to this clause, a person may only be a Director if:
 - (a) that person is a Beneficiary of the Fund; or
 - (b) if the Fund has only one Beneficiary, the person is a Relative of that Beneficiary.
- 8.1.2 A person must not be appointed as a Director if that person is under a legal disability.
- 8.1.3 If a Beneficiary is under a legal disability, then the Legal Personal Representative of the Beneficiary may be appointed as a Director for that Beneficiary.
- 8.1.4 A Director is not required to be a Member.

8.2 Period of Office

A Director will continue to hold office until he or she dies or until his or her office is vacated.

8.3 Vacation of Office

The office of a Director immediately becomes vacant if the Director:

- 8.3.1 is prohibited by the Act, the SIS Act or SIS Regulations from continuing as a Director (including if disqualified under section 120A of the SIS Act);
- 8.3.2 is found to be under a legal disability;
- 8.3.3 resigns by notice in writing to the Company;
- 8.3.4 is a Legal Personal Representative of a Beneficiary, and the Legal Personal Representative resigns and subject to this Constitution, the Beneficiary or some other Legal Personal Representative of the Beneficiary is appointed in place of that person; or
- 8.3.5 is removed by a resolution of the Company.

8.4 Automatic Removal from Directorship

A person who is a Director will be automatically removed as a Director if the continued appointment of that person as Director will cause the Fund not to be a Self Managed Superannuation Fund.

8.5 Remuneration

- 8.5.1 The Directors are not entitled to any remuneration.
- 8.5.2 Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or General Meetings or otherwise in connection with the Company's business.

9. Directors' Meetings

9.1 Directors' Meetings

- 9.1.1 The Directors may meet for the dispatch of business and adjourn and otherwise regulate their meetings and proceedings as they think fit.
- 9.1.2 A Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion. A Director who participates in a meeting held in accordance with this clause is taken to be present and entitled to vote at the meeting.
- 9.1.3 At a meeting of Directors, a quorum is two Directors unless the Company has only one Director, when the quorum is that Director.

9.2 Decision of Questions

- 9.2.1 Subject to this Constitution, questions arising at a meeting of Directors will be decided by a majority of votes of the Directors present and voting.

9.2.2 Unless otherwise agreed, each Director has one vote for every one dollar of their Superannuation Interest attributable to their membership of the Fund.

9.2.3 If there is an equality of votes the chair of a meeting has a second or casting vote in addition to the chair's vote as a Director.

9.3 Directors' Interests

9.3.1 A Director and any firm, body or entity in which a Director has a direct or indirect interest may:

- (a) enter into any contract or arrangement with the Company;
- (b) be appointed to and hold any office under the Company; and
- (c) act in a professional capacity for the Company,
- (d) receive and retain for his or her own benefit any remuneration, profits or benefits as if he or she were not a Director.

9.3.2 Each Director must disclose his or her interests to the Company in accordance with the Act.

9.3.3 A Director's failure to make disclosure under this clause does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.

9.4 Remaining Directors

9.4.1 The Directors may act if there are vacancies on the board.

9.4.2 If the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Directors may act only to:

- (a) appoint a Director, or
- (b) convene a General Meeting.

9.5 Chairperson

9.5.1 The Directors will elect a Director as chair of Directors' meetings and may determine the period for which the chair will hold office.

9.5.2 Where a Director's meeting is held and:

- (a) a chair has not been elected; or
- (b) the chair is not present within fifteen (15) minutes after the time appointed for the commencement of the meeting; or
- (c) the chair is unwilling or unable to act

the Directors present will elect one of their number to be chair of that meeting.

9.6 Written and Circular Resolutions of Directors

- 9.6.1 If all the Directors who are eligible to vote on a resolution have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is taken to have been passed at a Directors' meeting held on the day on which the document was last signed by a Director and such resolutions may be executed in counterparts.
- 9.6.2 If the Company has one Director, a decision of the Director recorded in writing is taken to be a resolution passed at a meeting.

9.7 Validity of Acts of Directors

If it is discovered that:

- 9.7.1 there was a defect in the appointment of a person as a Director; or
- 9.7.2 a person appointed to one of those positions was disqualified,

all acts of the Directors before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

9.8 Minutes and Registers

- 9.8.1 The Directors must cause minutes to be made of:
- (a) the names of the Directors present at all general meetings and Directors' meetings;
 - (b) all proceedings of general meetings and Directors' meetings;
 - (c) all orders made by the Directors; and
 - (d) all disclosures made of Director's interests.
- 9.8.2 Minutes must be signed by the chair of the meeting or by the chair of the next meeting of the relevant body.

10. Management of the Company

10.1 Management

The management of the business of the Company is vested in the Directors who may exercise all such powers as the Company may by this Constitution and the Act be permitted to exercise provided such powers are not required to be exercised by the Company in general meeting.

10.2 Financial accommodation and lending

The Company must not:

- 10.2.1 lend money of the Company to:

- (a) a Member, Beneficiary or Director;
- (b) a Relative of a Member, Beneficiary or Director; or

10.2.2 give any other financial assistance to:

- (a) a Member, Beneficiary or Director;
- (b) a Relative of a Member, Beneficiary or Director.

10.3 Appointment of Attorneys and Agents

10.3.1 The Directors may by resolution or power of attorney appoint any corporation, firm or person or body of persons to be the attorney or agent of the Company for purposes determined by the Directors.

10.3.2 Anyone appointed under **paragraph 10.3.1** is appointed with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution and the Act), and for the period and subject to any conditions determined by the Directors.

10.3.3 The powers of attorney or agency may contain such provisions for the protection and convenience of persons dealing with an attorney or agent as the Directors think fit.

11. Execution of Documents

11.1 The Company may execute any document by any means allowed at law and approved by:

- 11.1.1 the Directors; or
- 11.1.2 this Constitution.

11.2 The Company may execute a document by:

- 11.2.1 a Director and another Director or other person(s) appointed by the Directors each signing the document;
- 11.2.2 if the Company has only one Director that Director signing the document (without the document being countersigned); or
- 11.2.3 affixing the Seal, provided that every document to which the Seal is affixed must be signed by;
 - (a) a Director and countersigned by another Director, or another person(s) appointed by the Directors to countersign the document; or
 - (b) if the Company has only one Director that Director (without the document being countersigned).

12. Company Seal

If the Company has a Seal, the Company may have one or more duplicate Seals which:

- 12.1 must be a facsimile of the Seal with the addition on its face of the words 'Duplicate Seal'; and
- 12.2 must only be used with the authority of the Directors or a Directors' committee.

13. Accounts and Records of the Company

- 13.1 The Directors will cause proper accounting and other records (including all supporting documentation) to be kept in accordance with the requirements of the Act, the SIS Act and SIS Regulations.
- 13.2 The Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting and other records of the Company or any of them will be open for inspection by Members other than Directors.
- 13.3 The records and accounts of the Company must be kept for a period of ten (10) years from the end of the financial year to which the records and accounts relate.

14. Dividends and Reserves

Notwithstanding anything else express or implied in this Constitution, the Company cannot pay dividends, reserves, or any other form of distribution of any income or property to the Members and this clause 14 cannot be revoked or amended.

15. Winding Up

- 15.1 The Company will not be wound up whilst it is the trustee of the Fund.
 - 15.2 Upon the Company being wound up, all of its income and property will be distributed to Charities determined by the Members,
- and this clause 15 cannot be revoked or amended.

16. Notices

- 16.1 Notice may be given by the Company to any person who is entitled to notice under this Constitution by:
 - 16.1.1 serving it on the person;
 - 16.1.2 sending it by post, facsimile transmission or electronic notification to the person at the person's address shown in the Register or the address supplied by the person to the Company for sending notices; or
 - 16.1.3 if the notice is to a Member and the Member has no registered office, posting it on a notice board at the Office.

- 16.2 A notice sent by post is taken to be served by properly addressing, prepaying and posting an envelope containing the notice on the day after the day on which it was posted.
- 16.3 A notice sent by facsimile transmission or electronic notification is taken to be served by properly addressing the facsimile transmission or electronic notification and transmitting it on the day after its dispatch.
- 16.4 A notice may be given by the Company to joint holders by giving the notice to the joint holder whose name appears first in the Register.
- 16.5 Every person who is entitled to a Share by operation of law and who is not registered as the holder of the Share is taken to receive any notice served in accordance with this clause on the person from whom it derives its title.

17. Severance

Any provision of this Constitution that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this Constitution but only to the extent necessary to avoid that effect. All other provisions of this Constitution continue to be valid and enforceable.

Queensland DEATH CERTIFICATE

REGISTRATION NUMBER
2021/ 17820

DECEASED

Name and surname *John Russell Drapes*
Occupation *School Teacher*
Sex, Age and Marital/Civil Partnership Status *Male 80 years Married*
at time of death
Date of Death *18 June 2021*
Place of Death *Parkview Nursing Home, 930 Gympie Road, Chermside*

Where born and, if not born in Australia,
period of residence in Australia. *Brisbane, Queensland*

PARENTS

Name and surname of father *Leonard Russell Drapes*
Occupation *Motor Mechanic*
Name and maiden surname of mother *Daisy Lilian Maud Barker*
Occupation *Home Duties*

MARRIAGE(S)

Where, at what age and to whom
deceased was married. *Wilston, Queensland, 23 years, Margaret Mary Murphy*

CHILDREN

Names and ages
Kristina Margaret 54 years
Nicholas Russell 52 years
Melissa Anne 51 years
Jonathan Russell 47 years
Matthew Russell Deceased

MEDICAL

Cause of death *Primary progressive aphasia*

Duration of last illness *5 years*

Medical attendant by whom certified *D. Ross*

BURIAL or CREMATION

When and where buried or cremated *28 June 2021 Pinnaroo Crematorium, Bridgeman Downs*

By whom certified *C. Worner*
Name and religion of minister *Paul Chackanikunnel*
Roman Catholic Church

INFORMANT

Name, description or relationship,
and residence *Margaret Mary Drapes, Wife, 300/28 Wheller on the Park, The Boulevard,
Chermside*

REGISTRAR

Name, date and place of registration *M. Leonard, 9 July 2021, Brisbane*

NOTES (if any)

CAUTION: Whosoever shall unlawfully alter any Certified Copy of an entry in any Register of Births, Marriages, or Deaths, whether by erasure, obliteration, removal, addition or otherwise is guilty of a CRIME, and liable to the punishment by law provided in that behalf. (See Sections 486 and 488 of the "Criminal Code".)



I, Marcus Leonard, Acting Registrar-General, certify that the above is
a true copy of particulars recorded in a Register kept in the General
Registry at Brisbane

Dated: 10 July 2021

[Signature]
Acting Registrar-General

*N.B. Not Valid Unless Bearing the Authorised Seal
and Signature of the Registrar-General*

5823333100

COPY

ENDURING POWER OF ATTORNEY

Of

JOHN RUSSELL DRAPES

Short Form

Use this document if you wish to appoint *the same* attorney/s for both financial matters and personal matters (including health care).

You may also use it to appoint an attorney (or attorneys) for financial matters **only** or for personal matters (including health care) **only**.

This document can be used by non-English speakers if a qualified interpreter/translator reads it to the person in the person's own language and a signed Statement of Interpreter/Translator is attached.

Prepared by: Biggs Fitzgerald Pike
Solicitors
The Bank Building
823 Gympie Road
Chermside, Qld, 4032.



This is to certify that this is a true copy
of the original which I have sighted.

Date 31/10/18
Signed Helen M. Biggs
Title TP (Qual)
.....

PART 1: For the person appointing an attorney

By completing this document, you can give a person of your choice the power to make decisions on your behalf about:

- # *personal/health matters*
and/or
- # *financial matters.*

These pages explain, in question-and-answer form, what you need to know to complete the document properly.

Because you are the person principally concerned, you are referred to as 'the principal'.

What is enduring power of attorney?

Power of attorney is the legal power to make decisions on someone else's behalf. 'Enduring' simply means that the power continues even if the person giving it loses the capacity to make decisions.

Why give someone enduring power of attorney?

There are some circumstances in which you may be unable to make decisions about matters that concern you. For example, you may be overseas, or you may be too ill.

If you give someone a *general* power of attorney, for instance to sign documents for you in your absence, that power will come to an immediate end if for some reason you lose your capacity to make decisions. This could be very awkward if your attorney is in the process of conducting business affairs for you.

Giving someone *enduring* power means that he/she is able to continue to act for you if you lose capacity to act for yourself.

What types of decisions?

You may give your attorney power to make decisions about:

- # *personal/health matters;*
- # *financial matters.*

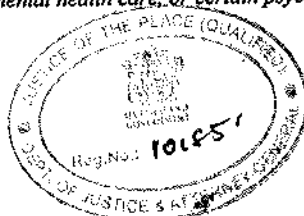
Examples of personal/health matters are decisions about where and with whom you live, whether you work or undertake education or training, whether you apply for a licence or permit, day-to-day issues like diet and dress, and whether to consent, refuse to consent or withdraw consent to particular types of health care for you (such as an operation).

An example of a financial matter is deciding how your income should be invested.

Note:

You cannot give your attorney power to make decisions about:

- # *special personal matters such as a decision about your will, appointing someone as your attorney, voting at elections, or consenting to adoption or marriage;*
- # *special health matters, such as donation of body tissue, sterilisation, pregnancy termination, research or experimental health care, or certain psychiatric or other health care as specified in the regulations.*



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Date 31-10-18
Signed *[Signature]*
Title *[Signature]* 2

Your attorney can consent to the withdrawing or withholding of life-sustaining medical treatment if, for instance, you become terminally ill or go into a state of permanent or persistent unconsciousness. You can give instructions about this type of decision if you make an Advance Health Directive.

These instructions will override any decision of your attorney.

Can I limit my attorney's powers?

Yes, you can specify decisions that you do not want your attorney to make. You can also include particular instructions about what you would like your attorney to do. Your attorney must act in accordance with your instructions.

There are also limits set by legislation. For example, the Trust Act names the types of investment that a trustee (in this case your attorney) is authorised to make. If you lose the capacity to make financial decisions, the only investments your attorney can make on your behalf are those that are named in the Act, unless the consent of the Court is obtained.

Can I appoint more than one attorney?

Yes. Several options are provided for in the Act. For example, you may appoint two or more attorneys to act jointly (together), or as a majority (simple, two-thirds, etc.), or severally (any one of your attorneys can sign), or successively (power is given to a particular attorney when the power given to another attorney ends, or when the other attorney is not available to make decisions).

If you choose two or more attorneys to make decisions jointly, they have equal authority and can act only with the agreement of them all. If one attorney dies, the remaining attorneys exercise the power.

It is important that your intentions be expressed clearly. There is space in this document to appoint up to three attorneys.

Whom should I appoint as my attorney?

You should appoint someone you trust. Many people choose their spouse or an adult child, but you may prefer to appoint another family member or friend with expertise in the area, or the Adult Guardian for personal/health matters, or the Public Trustee or a trustee company for all matters. (The Adult Guardian is appointed by statute to look after the rights and interests of people with disabilities and, in certain situations, to give health-care consent.)

Your attorney must be over eighteen years of age, must not be your current paid carer or health-care provider (such as your nurse or your doctor), and (for financial matters) must not be bankrupt or insolvent.

Note:

'Paid carer' does not mean someone receiving a carer's pension or similar benefit, so you are free to choose someone who is receiving such a benefit for looking after you.

Should I pay my attorney?

You do not need to pay your attorney for the power to be effective. Normally payment is not made unless a trust company is acting as attorney.

When does the attorney's power begin?

With personal/health matters, your attorney's power to make decisions does not begin until (if ever) you are incapable of understanding the nature and foreseeing the effects of a decision, and of communicating that decision.



This is to certify that this is a true copy of the original which I have sighted.

Date *31-10-18*

Signed *[Signature]*

Title *[Signature]*

With financial matters, you may nominate when your attorney's power is to begin. If you do not name a date or an occasion, it begins immediately. On the other hand, if you lose the capacity to make such decisions before the date or occasion you name, the power begins at that point.

Note:

Even if you give your attorney power immediately, you may also continue to make decisions yourself while you are able to do so.

How much control will my attorney have?

Once the power to make a decision begins, your attorney will have full control over that decision unless you have explicitly limited that power in this document.

Note:

It is better not to place too many restrictions on your attorney's power, as this may make it difficult for your attorney to make decisions on your behalf.

How long does the power continue?

For personal/health matters, it continues so long as you are incapable of understanding the nature and foreseeing the effects of a decision, and of communicating that decision.

With financial matters, it continues until it is revoked.

How can I be sure that my attorney will act in my interests?

While (if ever) you are unable to oversee your attorney's decisions, the Adult Guardian and the Court have the power to protect your interests. Your attorney may be required to produce a summary of receipts and expenditure or more detailed accounts, and these may be audited. An attorney who does not adequately protect your interests can be removed or changed.

Can I change or revoke this power of attorney?

Yes, you may change or revoke it at any time, so long as you are capable of understanding what you are doing. In other words, so long as you have the capacity to *make* an enduring power of attorney, you also have the capacity to *change or revoke* it.

If you do change or revoke this power, you must inform your attorney.

Is there anything else that will end this power?

Yes, several other circumstances will bring this enduring power of attorney to an end:

- # **If you get married.** If you marry, the power of attorney is revoked unless your new spouse is already your attorney. (If your new spouse is your attorney, the only power that is revoked is the power of any other attorney you may have.)
- # **If you get divorced.** If you divorce, the power of attorney is revoked to the extent that it was given to your former spouse.
- # **If you die.** If you die, the enduring power of attorney is revoked in its entirety.
- # **If you make an inconsistent document.** This power is revoked to the extent of any inconsistency with any later document you complete, such as an Advance Health Directive or another enduring power of attorney.

- # **If your attorney withdraws.** Your attorney may withdraw by giving you a signed notice or by getting the Court's leave to withdraw.



This is to certify that this is a true copy of the original which I have sighted.

Date 31-10-18

Signed Kelly M. Higgins

Title JP (Qual)

- # **If your attorney becomes your paid carer or health-care provider.** If this happens, your attorney's power is revoked.
- # **If your attorney becomes incapable.** Your attorney's power is revoked if he/she becomes incapable of understanding the nature and foreseeing the effects of a decision, and of communicating that decision.
- # **If your attorney becomes bankrupt or insolvent.**
- # **If your attorney dies.**

Who is involved in completing this document?

At least three people:

- # **You, as principal,** complete the section of Part 1 called *Appointing an Attorney* (clauses 1 to 8).

If you have a physical disability which prevents you from signing, you may instruct another person to sign for you, but you must give the instruction in front of the witness, and the signing must be done in your presence. This person must be eighteen years old or more, and must not be the witness or your attorney. He/she must complete the statement beside the place for his/her signature.

- # **The witness** must sign Part 1 after clause 8 and must also complete the section of Part 2 called *The Witness's Certificate* (clause 9).

The witness must be a justice of the peace, commissioner for declarations, lawyer or notary public. The witness must not also sign for you and must not be your attorney, a relation of yours or of the person/s you appoint as attorney. If the power includes dealing with health matters, the witness must not be your current paid carer or health-care provider.

The witness must state that you appeared to understand what you were doing. If the witness is not sure that you understand the nature and effect of the appointment, he/she should refuse to sign the document.

- # **The attorney** must complete the section in Part 3 called *Attorney's Acceptance* (clauses 10-12).

Your attorney must be at least eighteen years old and must not be your current paid carer or health-care provider.

Where can I go for advice?

The Adult Guardian, the Public Trustee or a solicitor can advise you about the enduring power of attorney and how to complete this document.

If you are completing an enduring power of attorney for personal/health matters, it is strongly recommended that you notify your doctor.

What happens to this document when it is completed?

You should leave the original in a safe place, such as with your bank, but it's important to keep a copy to refer to.



This is to certify that this is a true copy of the original which I have sighted.

Date 31-10-18
 Signed [Signature]
 Title JP (Qual)

You should also give a copy to anyone else who may need to be involved, such as:

- # your attorney;
- # your doctor;
- # your solicitor;
- # your accountant;
- # your stockbroker.

You may also wish to carry a card in your purse or wallet, stating that you have made an enduring power of attorney and giving details of that appointment.

If your attorney will be making decisions about buying or selling land, this document must be registered with the Land Titles Office.

How do I register this document?

It is not necessary to do so unless it is likely to be used in transactions relating to buying or selling land. If you register the document, you must take the original to the Land Titles Office and pay the fee.

If the power is revoked, you must deregister the document by lodging a revocation form in the Land Titles Office.



*This is to certify that this is a true copy
of the original which I have sighted.*

Date *31-10-18*
Signed *Kelvin M. King* 6
Title *TV (Qual.)*

APPOINTING AN ATTORNEY

1. I, **JOHN RUSSELL DRAPES** of 300/28 The Boulevard, Chermside, Queensland appoint my wife **MARGARET MARY DRAPES** of 300/28 The Boulevard, Chermside, Queensland as my **First Attorney** and then successively my children **KRISTINA MARGARET DRAPES** of 2B Cudgen Street, Brunswick Heads in the State of New South Wales as my **Second Attorney**, **NICHOLAS RUSSELL DRAPES** of 5 Dooley Close, Taigum in the State of Queensland as my **Third Attorney**, **MELISSA ANNE DRAPES** of Sandgate Road, Nundah in the State of Queensland as my **Fourth Attorney** and **JONATHAN RUSSELL DRAPES** of 81 Dover Street, Hawthorne in the State of Queensland as my **Fifth Attorney** under this enduring power of attorney for

(Tick one box only)

- ☐ financial matters
☐ personal/health matters
☒ financial *and* personal/health matters.

2. Do you want to set any terms for the power given in clause 1 (i.e. give specific information about your wishes)?

- ☒ No Go to 4.
☐ Yes.

3. Write these terms here: (For example: "My attorney/s is not authorised to invest in ABC Pty Ltd shares" or "If I need nursing-home care, I want my attorney to try XYZ Nursing Home first".)

.....
Note: These terms may limit your attorney in making decisions about financial matters.

4. Have you given your attorney/s power to make decisions about financial matters?

- ☐ No Go to 6.
☒ Yes.

5. When do you want the power of your attorney/s for financial matters to begin?

(Tick one box only)

- ☐ Immediately.
☐ On this date:
☒ On this occasion: Upon my losing capacity to make my own decisions to be reported by my treating general practitioner or such other specialist relevant for that purpose
[Note: If clause 5 is not completed, the power begins immediately.]

6. Are you appointing more than one attorney?

- ☐ No Go to 8.
☒ Yes.

7. How do you prefer that they make their decisions?

(Tick one box only)

- ☐ Severally (any one of them may decide)
☐ Jointly (unanimously)
☐ As a majority (if you are appointing more than three attorneys, please specify, e.g. 'Simple majority', 'Two-thirds majority')
☐ Simple majority
☒ Other*

If my First Attorney dies, loses capacity, leaves the jurisdiction or is unable or unwilling to act then my Second, Third, Fourth and Fifth Attorneys shall act as my attorney with any

This is to certify that this is a true copy of the original which I have sighted.

Date 31-10-12
Signed [Signature]
Title [Signature]



two (2) of the said Second, Third, Fourth and Fifth Attorneys constituting a majority and the powers pursuant to this Power of Attorney are to be exercised by way of majority.

Note: The Powers of Attorney Act 1998 allows you to appoint successive attorney/s for a matter so that the power is given to a particular attorney only when power to a previous attorney ends. You can nominate the circumstances that a power will end (eg. if x leaves the jurisdiction, y may act).

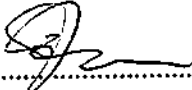


This is to certify that this is a true copy of the original which I have sighted.

Date 31-10-18
Signed [Signature]
Title [Signature]

8. STATEMENT OF UNDERSTANDING

- (1) I fully understand that, by signing this document, I give power to the attorney/s mentioned in clause 1 to make decisions on my behalf about matters mentioned in the same clause.
- (2) I understand that I may specify or limit the attorney/s power, and instruct the attorney/s about the exercise of the power.
- (3) I understand that this gives the attorney/s power to do, for me, anything I could lawfully do myself in relation to these matters (except for special personal/health matters), subject to any terms mentioned in this form.
- (4) I understand that:
 - (a) the power of attorney for financial matters (if applicable) begins at the time stated in clause 5 and continues even if I lose capacity;
 - (b) the power of attorney for personal/health matters (if applicable) begins only if/when I lose capacity.
- (5) I understand that I may change or revoke this enduring power of attorney at any time so long as my power to make such a decision is not impaired - in other words, so long as I am capable of making another enduring power of attorney.

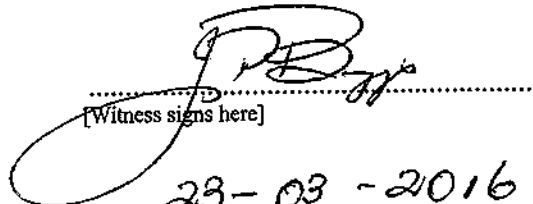


.....
[Principal signs here]

or

If you are signing for principal:

- (a) I am at least eighteen years old
- (b) I am not a witness for this enduring power of attorney or an attorney for the principal.



.....
[Witness signs here]

23-03-2016

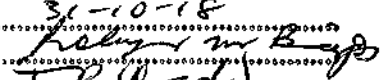
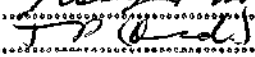
.....
[Witness writes the date here]

.....
[Person signing for the principal signs here]

.....
[Write the date here]



This is to certify that this is a true copy of the original which I have sighted.

Date 31-10-18
Signed 
Title 

PART 2: For the witness

Your role goes beyond ensuring that the signature of the principal (the person giving the power) is genuine. You certify that the principal appeared to understand the nature and effect of the document, including the matters stated in clause 8 (Statement of understanding). In the future, you may have to provide information about the principal's capacity to understand these matters when giving the power. If you are doubtful about the principal's capacity, you should make the appropriate inquiries, e.g. from the principal's doctor.

It is strongly recommended that, if you are in any doubt, you make a written record of the proceedings and of any questions you asked to determine the principal's capacity.

WITNESS'S CERTIFICATE

9. I, JEFFREY PAUL BIGGS state that -

(a) I am a

☐
☐
☒
☐

justice of the peace
commissioner for declarations
lawyer
notary public,

(b) I am not

- ! an attorney for the principal
- ! or a relation of the principal or of the principal's attorney

(c) (Tick one box only)

☒
☐

I am not a current paid carer or health provider for the principal

I am a current paid carer or health provider for the principal, but this enduring power of attorney appoints an attorney/s for financial matters only.

Note: 'Paid carer' does not mean someone receiving a carer's pension or similar benefit.

(d) (Tick one box only)

☒
☒

the principal signed this enduring power of attorney in my presence
in my presence, the principal instructed a person to sign this enduring power of attorney for the principal, and that person signed it in my presence and in the presence of the principal
and

(e) at the time that this enduring power of attorney was signed, the principal appeared to me to understand the matters stated in clause 8.

[Witness signs here]

JP Biggs

[Witness writes the date here]

23-03-2016



This is to certify that this is a true copy of the original which I have sighted.

Date 31-10-18

Signed *Robert M. Biggs*

Title JP (Qual.)

PART 3: For the attorney

IMPORTANT NOTICE

If you accept this power of attorney, you will be taking on serious responsibilities. If you fail to observe these responsibilities, you could be removed as attorney or even convicted of an offence and required to pay compensation.

Besides the particular responsibilities mentioned in Part 1 of this document, there are responsibilities imposed by the *Powers of Attorney Act 1998*.

What are these responsibilities?

They are both general and specific.

General responsibilities (to guide you in decision-making)

You must exercise the power given to you honestly and with reasonable care. It is an offence not to do so, and you may also be required to compensate the principal.

You must comply with the terms of the enduring power of attorney, and any other Court requirement. In addition, you must abide by the general and health-care principles on which the Act is based.

General principles include:

- # presuming that the principal has the capacity to make a particular decision until there is conclusive evidence that this is not the case;
- # recognising his/her right to participate in decisions affecting his/her life to the maximum extent for which he/she has capacity;
- # respecting the principal's human worth and dignity and equal claim to basic human rights, regardless of his/her capacity;
- # recognising the principal's role as a valued member of society and encouraging his/her self-reliance and participation in community life;
- # taking into account the importance of the principal's existing supportive relationships, values and cultural and linguistic environment;
- # ensuring that your decisions are appropriate to the principal's characteristics and needs;
- # recognising the principal's right to confidentiality of information.

The health-care principles are:

Any health-care decision you make for the principal must:

- # maintain or promote the principal's health or well-being or is in all the circumstances, in the principal's best interests;
- # be made in the way that is least restrictive of the principal's rights;
- # where possible, take account of the principal's views and wishes, along with information given by the principal's health-care provider.

This is to certify that this is a true copy of the original which I have sighted.

Date 31/10/18
Signed [Signature]
Title [Signature]



Financial decisions

Any investments you make on the principal's behalf while he/she lacks the capacity to make financial decisions must be those that are named in the Trusts Act as investments a trustee is authorised to make or are approved by the Court.

Note:

Court means either the Supreme Court or the Guardianship and Administration Tribunal.

For all decisions

If the principal has other attorneys, you must consult with them regularly and make your decisions as directed in clause 7. If you are a joint attorney, for example, you and the other attorney/s must make your decisions unanimously.

Specific responsibilities

Duty to keep records. If you have the power to make financial decisions, you must keep reasonable records of dealings and transactions made under the power. It is an offence not to do so, and the Court or Adult Guardian may require you to produce them.

Duty to keep property separate. You must keep your property separate from the principal's property unless you and the principal own the property jointly.

Duty to present a management plan and get approval for unauthorised transactions. If you make a financial decision, you must present a plan of management to the Court if the Court requires it.

If the principal's capacity to make decisions is impaired, you must also get approval from the Court for any transactions that have not been authorised in this document.

Duty to avoid transactions that involve conflict of interest. You must not enter into transactions that could or do bring your interests (or those of your relation, business associate or close friend) into conflict with those of the principal. For example, you must not buy the principal's car unless you pay at least its market value.

However, you may enter into such a transaction if it has been authorised in this document or by the Court, or if the transaction provides for the needs of someone that the principal could reasonably be expected to provide for, such as his/her child.

Duty in relation to gifts. You must not give away the principal's property except where the principal would be likely to do so, for example as a marriage gift to a relation of the principal or a donation to his/her favourite charity (so long as the size of the gift is reasonable in the circumstances).

Power to maintain the principal's dependants. You may give reasonable maintenance to the principal's dependants.

How do I complete a document for the principal?

If you have the power to execute (complete) a document for the principal, you do so in the ordinary way, but you must note on the document that you are executing it as the principal's attorney under enduring power of attorney (e.g. 'John Smith, by his duly appointed attorney, Mary Jones').



This is to certify that this is a true copy of the original which I have sighted.

Date 31-10-18 12

Signed [Signature]

Title [Title]

When does my power to make decisions begin?

It depends whether the power concerns personal/health matters or financial matters.

- # **Personal/health matters.** Your power to make decisions for the principal about personal/health matters does not begin until (if ever) the principal is incapable of understanding the nature and foreseeing the effects of a decision, and of communicating that decision. However, you must continue to allow, and assist, the principal to make decisions in so far as he/she is capable.
- # **Financial matters.** The principal may nominate in this document when your power to make financial decisions begins. If the principal does not nominate a date, then your power begins immediately.

When does my power end?

Though there is no time limit on enduring power of attorney, certain actions by you, the principal or the Court can bring your power to an end.

In personal/health matters, your power also ends if the principal regains the ability to make the decision in question.

Your actions

- # **Your withdrawal.** So long as the principal is capable of using the power given to you, you can withdraw by giving him/her a signed notice or by getting the Court's leave to withdraw.
- # **Becoming the principal's paid carer or health-care provider.** If this happens, your power is revoked.

Note:

'Paid carer' does not mean someone receiving a carer's pension or similar benefit.

- # **Becoming incapable.** Your power is revoked if you become incapable of understanding the nature and foreseeing the effects of a decision, and of communicating that decision.
- # **Becoming bankrupt or insolvent.** If this happens, your power is revoked.
- # **Your death.**

The principal's actions

- # **Revoking your power.** The principal may revoke your power at any time, so long as his/her capacity to make the decision is unimpaired. In other words, so long as the principal has the capacity to *make* an enduring power of attorney, he/she also has the capacity to *revoke* it.

If the principal revokes your power, he/she must inform you in writing.

- # **Appointing a new attorney to have your powers.** If the principal completes a new document giving your powers to another attorney, your powers are revoked to that extent. Because the new document has a later date, it overrides the first.
- # **Getting married.** If the principal marries, your power of attorney is revoked unless you are the principal's new spouse. (If you are the principal's new spouse, the only power that is revoked is the power of any other attorney.)



This is to certify that this is a true copy of the original which I have sighted.

Date 8/10/18
Signed [Signature]
Title [Signature]

- # **Getting divorced.** If the principal divorces and you were the principal's former spouse, your power of attorney is revoked.
- # **The principal's death.** If the principal dies, your enduring power of attorney is revoked in its entirety.

Actions by the Court

Your power may also be changed or revoked by the Court if you have failed to act in the principal's interests.

Can I be held liable?

Yes, you can be held liable if you use the enduring power of attorney knowing that it has been changed or revoked, or knowing of an event that effectively revokes it, or even if you have reason to believe that it has been revoked.

The Court and the Adult Guardian have the power to protect the principal's interests. You may be required to produce a summary of receipts and expenditure or more detailed accounts, and these may be audited. You may also be required to give evidence in relation to the exercise of your powers. If the Court or Adult Guardian believes that you have not adequately protected the principal's interests, you may be removed or your enduring power of attorney may be revoked, and you may be required to compensate the principal.

Where can I go for advice?

The Court, the Adult Guardian, the Public Trustee or a solicitor can advise you about this document and your power and responsibilities under it.

The Court can also make a declaration about the validity of this document or whether your power to make a decision for the principal has begun.



*This is to certify that this is a true copy
of the original which I have sighted.*

Date 31-10-18
Signed *[Signature]*
Title *[Signature]*

ATTORNEY'S ACCEPTANCE

As attorney, you complete the section of this form that applies to you by writing on the lines and ticking the boxes. If you are not able to tick all the boxes truthfully, then you must not accept this appointment as attorney.

(First attorney completes this section)

10. I, MARGARET MARY DRAPES, state that:

☒
☒
☒
☒
☒
☒

I am eighteen or over,
I am not a current paid carer of the principal,
I am not a current health-care provider for the principal,
I have read Part 1, giving me enduring power of attorney,
I understand that, by signing this document, I take on the responsibility of exercising the power I have been given in the document,
I also understand that I must exercise the power in accordance with the Powers of Attorney Act 1998 and the Guardianship and Administration Act 2000.

M. Drapes
[Write your signature here]

23-3-2016
[Write the date here]

(Second attorney, if any, completes this section)

11. I, KRISTINA MARGARET DRAPES, state that:

☒
☒
☒
☒
☒
☒

I am eighteen or over,
I am not a current paid carer of the principal,
I am not a current health-care provider for the principal,
I have read Part 1, giving me enduring power of attorney,
I understand that, by signing this document, I take on the responsibility of exercising the power I have been given in the document,
I also understand that I must exercise the power in accordance with the Powers of Attorney Act 1998 and the Guardianship and Administration Act 2000.

[Signature]
[Write your signature here]

28/3/2016
[Write the date here]

(Third attorney, if any, completes this section)

12. I, NICHOLAS RUSSELL DRAPES, state that:

☒
☒
☒
☒
☒
☒

I am eighteen or over,
I am not a current paid carer of the principal,
I am not a current health-care provider for the principal,
I have read Part 1, giving me enduring power of attorney,
I understand that, by signing this document, I take on the responsibility of exercising the power I have been given in the document,
I also understand that I must exercise the power in accordance with the Powers of Attorney Act 1998 and the Guardianship and Administration Act 2000.

[Signature]
[Write your signature here]

3/4/2016
[Write the date here]



QUEENSLAND GOVERNMENT
This is to certify that this is a true copy
of the original which I have sighted.
Date 31-10-18
Signed [Signature]
Title [Signature]
15

(Fourth attorney, if any, completes this section)

13. I, MELISSA ANNE DRAPES, state that:

☒
☒
☒
☒
☒

I am eighteen or over,
I am not a current paid carer of the principal,
I am not a current health-care provider for the principal,
I have read Part 1, giving me enduring power of attorney,
I understand that, by signing this document, I take on the responsibility of exercising the power I
have been given in the document,
I also understand that I must exercise the power in accordance with the *Powers of Attorney
Act 1998* and the *Guardianship and Administration Act 2000*.

.....
[Write your signature here]

03/04/16.
.....
[Write the date here]

(Fifth attorney, if any, completes this section)

14. I, JONATHAN RUSSELL DRAPES, state that:

☒
☒
☒
☒
☒

I am eighteen or over,
I am not a current paid carer of the principal,
I am not a current health-care provider for the principal,
I have read Part 1, giving me enduring power of attorney,
I understand that, by signing this document, I take on the responsibility of exercising the power I
have been given in the document,
I also understand that I must exercise the power in accordance with the *Powers of Attorney
Act 1998* and the *Guardianship and Administration Act 2000*.

.....
[Write your signature here]

03.04.16
.....
[Write the date here]



*This is to certify that this is a true copy
of the original which I have sighted.*

Date 31-10-18
Signed *Raymond M. Bagge* 16
Title *Justice of the Peace*

MEMBERS REGISTER FOR J & M DRAPES RETIREMENT FUND

| NAME | ADDRESS | DATE OF MEMBERSHIP | DATE OF TERMINATION | COMMENTS |
|----------------------|--|-----------------------|------------------------|----------|
| John Russell Drapes | 102 Chelford Street Alderley QLD 4051 | | | |
| Margaret Mary Drapes | 102 Chelford Street Alderley QLD 4051 | | | |
| | | | | |
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Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.



We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit ato.gov.au/smsf and search 'approved education courses'.

Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old) *
 - member for whom you hold an enduring power of attorney
 - deceased member.

Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

To subscribe to our news and alerts service visit ato.gov.au/smsf and search 'news and alerts'.

For more information on free approved trustee education courses visit ato.gov.au/smsf and search 'approved education courses'.

Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

- If you have any difficulties completing this declaration or you do not fully understand the information it contains:
 - speak to a professional adviser
 - visit ato.gov.au/smsf
 - phone us on 13 10 20.

When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

- ❗ Do not send your completed declaration to us unless we request this from you.

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You are free to copy, adapt, modify, transmit and distribute this material as you wish (but not in any way that suggests the ATO or the Commonwealth endorses you or any of your services or products).

Published by

Australian Taxation Office
Canberra
April 2019

DE-3355



Self-managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of

Fund name

J & M Drapes Retirement Fund

I am responsible for ensuring that the fund is operated in accordance with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing trustees' compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- Impose administrative penalties on me
- give me a written direction to rectify any contraventions or undertake a course of education
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

Sole purpose

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund
 - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- giving financial assistance using the resources of the fund to a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers, allowed by special determinations or acquisitions from the trustee or investment manager of another regulated super fund as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund

- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)
- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
 - all trustee declarations
 - copies of all reports given to members
 - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
 - copies of Transfer balance account reports lodged
 - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

DECLARATION

By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

Margaret Mary Drapes

Trustee's or director's signature

M. Drapes

Date 19/10/2021

Witness' name (witness must be 18 years old or over)

REBECCA STACEY.

Witness' signature

R. Stacey

Date 19/10/2021

CONSENT TO ACT AS A DIRECTOR

Drapes Retirement Pty Ltd

ACN: 653 185 990

Full name: Margaret Mary Drapes

Former names (if any):

Date of birth: 15 June 1943

Place of birth: BRISBANE, Queensland

Address: 300/28 The Boulevard,
CHERMSIDE, QLD, 4032

consents to act as a director of the Company.

Signed:

The Director

Signed by Margaret Mary Drapes:



Margaret Mary Drapes
Director

Dated: 19/09/2021

**INCOME TAX ASSESSMENT ACT, 1936
(AS AMENDED FROM TIME TO TIME)**

The Deputy Commissioner of Taxation
Australian Taxation Office

NOTICE OF APPOINTMENT OF PUBLIC OFFICER

Date: 19/10/2021

Dear Sir,

In accordance with the Income Tax Assessment Act 1936 (as amended from time to time), Margaret Mary Drapes, whose signature appears below, has been appointed the Public Officer of Drapes Retirement Pty Ltd ACN 653 185 990.

The address for service of notices is Level 1 170 Robertson St, FORTITUDE VALLEY, QLD 4006

Signed:

The Public Officer

Signed by Margaret Mary Drapes:



Margaret Mary Drapes
Public Officer

Dated: 19/10/2021

TRUSTEE REGISTER FOR J & M DRAPES RETIREMENT FUND

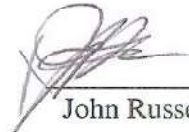
[illegible]

NOTICE OF CONSENT TO ACT AS TRUSTEE
FOR J & M DRAPES RETIREMENT FUND

I confirm and understand the strict eligibility requirements for individuals who act as Trustee(s) of superannuation entities under the Superannuation Industry (Supervision) Legislation ("SIS") and in regard I am not a "disqualified person" under SIS as:

- I have not at any time been convicted of an offence in respect of dishonest conduct;
- I have not at any time been the subject of a civil penalty order under SIS;
- I am not an undischarged bankrupt;
- My property is not subject to control in a bankruptcy context by any person;
- During the last 3 years I have not entered into any assignment, arrangement or composition with my creditors under any law.

I will immediately notify my fellow Trustee(s) if at any time during which I am a responsible officer of that body any of the above statements cease to apply to me.


John Russell Drapes

Dated 10 July 2002

NOTICE OF CONSENT TO ACT AS TRUSTEE
FOR J & M DRAPES RETIREMENT FUND

I confirm and understand the strict eligibility requirements for individuals who act as Trustee(s) of superannuation entities under the Superannuation Industry (Supervision) Legislation ("SIS") and in regard I am not a "disqualified person" under SIS as:

- I have not at any time been convicted of an offence in respect of dishonest conduct;
- I have not at any time been the subject of a civil penalty order under SIS;
- I am not an undischarged bankrupt;
- My property is not subject to control in a bankruptcy context by any person;
- During the last 3 years I have not entered into any assignment, arrangement or composition with my creditors under any law.

I will immediately notify my fellow Trustee(s) if at any time during which I am a responsible officer of that body any of the above statements cease to apply to me.


Margaret Mary Drapes

Dated 10 July 2002

J & M Drapes Retirement Fund

TRUSTEE RESOLUTIONS

OF: JOHN RUSSELL DRAPES and MARGARET MARY DRAPES

DATED *p 15/9/07*

TRUSTEE
QUALIFICATIONS

NOTED that each Trustee declares they:

1. have no prior convictions for offences against or arising out of a law of the Commonwealth, a State, a Territory or a foreign country, being an offence in respect of dishonest conduct;
2. are not an insolvent under administration as defined in the *Superannuation Industry (Supervision) Act 1993* (Cth) ('SISA');
3. are not the subject of a civil penalty order that has been made under the SISA; and
4. are eligible to be a Member of the J & M DRAPES RETIREMENT FUND ('Fund') under the SISA.

TRUSTEE
UNDERTAKING

NOTED that each Trustee undertakes that should their said qualifications lapse, they will take appropriate action to comply with the SISA.

VARIAION OF
DEED

RESOLVED that the deed of the Fund be varied in accordance with the variation power in the deed and the Trustees execute the deed of variation accordingly.

REGULATED FUND

NOTED that the Fund is to continue as a regulated superannuation fund.

COMPLETE OTHER
MATTERS

RESOLVED that each Trustee is authorised to complete all notices and forms, open bank accounts and to generally attend to any other administrative matter for the Fund.

VARIAION
FORMALITIES

RESOLVED that the Trustees provide each Member an SMSF PDS in accordance with the product disclosure requirements contained in the *Corporations Act 2001* (Cth).

SIGNED by each Trustee:

JD
p 
JOHN RUSSELL DRAPES

MD
x *M. Drapes*
MARGARET MARY DRAPES



1 April 2005

Mrs R Stacey
Westwood Group
PO Box 7040 Riverside Centre
BRISBANE QLD 4001

HANRICK CURRAN SUPERANNUATION PTY LTD

ABN 66 010 749 550

Level 9
324 Queen Street
Brisbane Qld 4000

GPO BOX 2268
Brisbane Qld 4001

Telephone 07 3229 6866
Facsimile 07 3221 4779
Email mail@hanrickcurran.com.au
Web www.hanrickcurran.com.au

Dear Rebecca

COMMENCEMENT OF ALLOCATED PENSION – MARGARET DRAPES

In relation to the commencement of an allocated pension for Margaret Drapes, please find enclosed the following documentation:

- Minutes of a Meeting of the Trustees;
- A letter to request the commencement of the allocated pension;
- Reasonable Benefit Limits (RBL) form.

Please arrange for the documents to be signed where indicated and returned to our office.

Please also advise when the pension will commence and whether we will be required to do interim financial accounts in order to calculate the purchase price of the pension and minimum and maximum pension limits for 2005.

If you have any queries regarding the above please contact me.

Yours sincerely

Sara Heinemann

Sara Heinemann
Sara.Heinemann@hanrickcurran.com.au

Commence 1 July 2005.

Enc

*2005 Year
Start AP
for Margaret
1/7/05.*

Margaret Drapes
102 Chelford Street
ALDERLEY QLD 4051

x / /

The Trustees
J & M Drapes Retirement Fund
Level 9, 324 Queen Street
BRISBANE QLD 4000

Dear Trustees

Commencement of Allocated Pension

I hereby advise that I have ceased employment and have retired.

I wish to commence an allocated pension with the entire balance of my current benefit entitlements.

Yours faithfully

x *M - Drapes*
Margaret Drapes

Member's Statement

J & M DRAPES RETIREMENT FUND

MARGARET MARY DRAPES
102 CHELFORD STREET
ALDERLEY QLD 4051

The Trustee of the above named fund wish to advise you of the circumstances of your entitlement in the Fund at 30 June 2005 and for the reporting period 1 July 2004 to 30 June 2005.

| Your Details | | Your Balance | |
|---------------------------|---------------------|---------------------------------------|------------------|
| Date of Birth | 15 June 1943 | Total Benefits | \$268,941 |
| Date Joined Fund | 10 July 2002 | <i>comprising:</i> | |
| Service Period Start Date | 1 January 1980 | - Preserved | \$247,450 |
| Date Left Fund | | - Restricted Non Preserved | |
| Member Mode | Accumulation | - Unrestricted Non Preserved | \$21,491 |
| Account Description | | <i>including:</i> | |
| Current Salary | | - Undeducted Contributions | \$192,731 |
| Vested Amount | \$268,941 | - Government Co Contributions | |
| Insured Death Benefit | | Your Investment Earnings Rate: | 20.74% |
| Total Death Benefit | \$268,941 | | |
| Disability Benefit | | | |
| Nominated Beneficiaries | John Russell Drapes | | |

| Your Detailed Account | Preserved | Restricted Non Preserved | Unrestricted Non Preserved | Total |
|--|----------------|--------------------------|----------------------------|----------------|
| | | | | |
| Opening Balance at 1 July 2004 | 69,767 | | | 69,767 |
| <u>Add: Increases to Member's Account During the Period</u> | | | | |
| Employer Contributions | 433 | | | 433 |
| Member Contributions | 145,584 | | | 145,584 |
| Proceeds of Insurance Policies | | | | |
| Share of Net Income/(Loss) for period | 17,978 | | | 17,978 |
| Transfers in and transfers from reserves | | | 21,491 | 21,491 |
| | 163,994 | | 21,491 | 185,485 |
| | 233,761 | | 21,491 | 255,252 |
| <u>Less: Decreases to Member's Account During the Period</u> | | | | |
| Benefits/Pensions Paid | | | | |
| Contributions Tax | | | | |
| Income Tax | (13,689) | | | (13,689) |
| Insurance Policy Premiums Paid | | | | |
| Management Fees | | | | |
| Share of fund expenses | | | | |
| Superannuation Surcharge Tax | | | | |
| Transfers out and transfers to reserves | | | | |
| | (13,689) | | | (13,689) |
| Member's Account Balance at 30 June 2005 | 247,450 | | 21,491 | 268,941 |

Reference: DRAP01 / 502

Pension established on 01.07.2005 - due to the system requirement, the start date in our
 Preserved : \$247,450.00 system is 01.07.2007.
 Unrestricted Non Preserved : \$21,491.00

tax free % = 66.10% based on the data in BGL & transferred opening balance
 Tax Free = \$177,770.00
 Taxable = \$91,171.00

Subject Matter: Commencement of an Account Based Pension

Member Name: Margaret Drapes (the 'Member')

Fund Name: J & M Drapes Retirement Fund (the 'Fund')

I wish to inform the Trustee(s) of the Fund that I would like to commence an Account Based Pension.

I would like the Account Based Pension to commence on 01/07/2021.

I would like to finance the Account Based Pension with \$817,068 standing to the credit of my member account in the Fund.

In the event of my death this pension ceases.

My reversionary beneficiary's name is N/A.

My reversionary beneficiary's date of birth is N/A.

My date of birth is 15/06/1943.

My Tax File Number is 488 464 224.

I permanently retired on N/A.

I would like for my pension to be paid periodically.

M. Drapes

SIGN HERE

Margaret Drapes

Pension Start Date 01/07/2021

Pension Purchase Price \$817,068

Margaret Drapes (the 'Member')

J & M Drapes Retirement Fund (the 'Fund')

We refer to your request to the Trustee(s) of the Fund to commence an Account Based Pension.

This pension will operate in accordance with SIS Regulation 1.06(9A) and the Trustee(s) hereby notify the member of the procedures adopted regarding the commencement of your Account Based Pension. As the trust deed is silent in respect of a specific pension process, the Trustee(s) have decided to adopt the following procedures in respect of your pension:

1. Determine the proportion of the monies in the member's account balance that will be used to support the pension, ensuring that those monies are unrestricted, non-preserved benefits.
2. Determine an appropriate investment strategy in relation to the assets that will be used to support the pension.
3. Calculate the annual pension payment in accordance with the relevant formula pertaining to an Account Based Pension.
4. Calculate the tax free amount of the pension payment, being the tax free return of capital component of the payment.
5. Provide the member with a return notification to confirm the various details of the pension.
6. Establish a separate pension account from which the pension will be paid, with an amount of assets transferred from the member's balance in the Fund.
7. Commence to pay the pension with reference to the minimum limits imposed by the relevant rules and regulations.
8. Register as a Group Employer (if required), and deduct any PAYG Withholding Tax (as applicable) having regard to the TFN and PAYG Withholding Declarations made by the member.

M. Drapes

Margaret Drapes

SIGN HERE

Pension Start Date 01/07/2021

Pension Purchase Price \$617,066

**Pension Implementation
Procedures:**

1. Determine the proportion of the Member's balance that will be used to support the Account Based Pension, ensuring that those monies are unrestricted, non-preserved benefits.
2. Provide the Member with a return notification to confirm the various details of the Account Based Pension and include any relevant procedural forms obtained from the Australian Taxation Office.
3. Establish a separate pension account, from which the pension will be paid, with an amount of assets transferred from the Member's account balance in the Fund.
4. Commence to pay the pension in amounts determined with reference to the minimum limits imposed by the relevant rules and regulations.
5. Register as a Group Employer with the PAYG system (if required) and deduct any group tax (as applicable) having regard to the TFN declaration made by the Member.

Trustee Notification:

IT WAS RESOLVED that the Trustee(s) would notify the Member regarding the procedures adopted for the commencement of his / her Account Based Pension.

Meeting Closed:

There being no further business the Chairperson declared the meeting closed.

Confirmed as a correct record.



Margaret Drapes
Chairperson



SIGN HERE

6. **Frequency of Pension Payments:** periodically . The payment frequency of the Account Based Pension is in accordance with your instructions to the Trustee(s).

7. **Completion of Tax Forms:** As a pension member of the Fund you may be required to complete a 'TFN Declaration Form'. This form is necessary for the Trustee(s) to determine the amount of PAYG Withholding tax to be deducted from any payment (where applicable), on your behalf. You may also need to complete a 'Withholding Declaration' form if you wish to claim the Senior Australian Tax Offset and certain rebates. These forms must be completed and forwarded to the Trustee(s) prior to the commencement of your pension.

Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration Form and the Withholding Declaration Form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.

M. Drapes

SIGN HERE

Margaret Drapes

Could you please confirm all the information in this letter by signing in the space below and returning it to the Trustee(s) as soon as possible along with the completed TFN Declaration Form and the Withholding Declaration Form (as applicable).

If you wish to change any of the above details please inform the Trustee(s) in writing as soon as possible.

M. Drapes

SIGN HERE

Margaret Drapes

Pension Start Date 01/07/2021

Pension Purchase Price \$817,068

**Resolution re
Preservation Status of
Account Balance:**

IT WAS RESOLVED that the Trustee(s) are satisfied that the Member has met a condition of release and there are sufficient monies in the Member's account with which to commence the desired pension.

Pension Components:

IT WAS RESOLVED that \$817,068 of the Member's balance will be required to support the Account Based Pension. This amount comprises the following components:

Taxable: \$272,084

Tax Free: \$544,984

Tax Free Proportion:

IT WAS NOTED that the Account Based Pension will have a tax free proportion:

The Tax Free Proportion is 66.70% .

Minimum Drawdown:

IT WAS NOTED that the Account Based Pension is subject to a minimum payment.

The Minimum Payment is \$24,510 .

Trustee Notification:

IT WAS RESOLVED that all relevant details in relation to payment of the pension will be confirmed by the Member in a notification to the Trustee(s) (copy attached) before proceeding.

Meeting Closed:

There being no further business the Chairperson declared the meeting closed.

Confirmed as a correct record.

M. Drapes

Margaret Drapes
Chairperson

SIGN HERE

J & M Drapes Retirement Fund

Product Disclosure Statement ('PDS')

| | | | |
|--|---|----------------------------------|---------|
| Fund Name: | J & M DRAPES RETIREMENT FUND | Date of PDS: | 15/9/07 |
| PDS Reference No: | SMSF20062007 | Date PDS given to Member: | 15/9/07 |
| Trustee Name: | JOHN RUSSELL DRAPES and MARGARET MARY DRAPES | | |
| Trustee Address: | c/- 102 Chelford Street, Alderley, Queensland 4051 | | |
| Member Name: | JOHN RUSSELL DRAPES | Member No: | |
| Member Address: | 102 Chelford Street, Alderley, Queensland 4051 | | |
| Member Signature on Receipt of PDS: |  | | |

The Fund's deed has been varied to ensure the Fund continues to comply with the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation Industry (Supervision) Regulations 1994* (Cth) ('SISR'). Compliance with this legislation is required to enable the Fund to retain its concessional tax status. Members' accrued entitlements will not be adversely affected by the variation.

SMSF PDS

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This SMSF PDS ('PDS') is a general guide only on the main features of an SMSF that has used the DBA Butler Pty Ltd, Lawyers, SMSF deed ('Deed') and does not constitute financial product or any other advice. In particular, section 15 must be completed by the trustee before giving the PDS to the member. Trustees have an ongoing obligation to ensure the PDS is maintained up to date with relevant information. As superannuation and taxation laws are subject to continual change, expert advice should be obtained wherever in doubt. If any member has any queries they should make further inquiries with the fund's trustee or their advisers.

SMSF PDS

1. This PDS

This product disclosure statement ('PDS') has been prepared to provide information in relation to being a member of a self managed superannuation fund ('SMSF'). Changes are constantly being made to the rules and requirements affecting superannuation funds. Accordingly, this PDS is based only on the law as at the date of this PDS. This PDS is no substitute for expert advice given in view of a person's particular circumstances. Nevertheless, it is recommended that you closely consider this PDS.

2. Overview of SMSFs

An SMSF can be used by employees, the self-employed and those who seek to manage their own superannuation investments rather than relying on their employer's superannuation fund or a commercial fund. Nevertheless, the alternatives should be carefully considered prior to establishing an SMSF.

To qualify as an SMSF, a superannuation fund must satisfy the following requirements:

(a) Funds with two or more Members:

- the fund has less than five members (see section 5);
- each member is a trustee or, if the trustee is a company, each member is a director of the corporate trustee;
- no other person is a trustee or director of the trustee company other than eligible members;
- a person who is an employee of another member of the same fund (or of an associated person) cannot be a member unless they are either:
 - a relative of that member of the SMSF;
 - a director of the employer-sponsor; or
 - a relative of another employer member of the fund (typically where two directors are in business together and their non-employed spouses share the same SMSF and the two business directors are employed by the same employer-sponsor company), that is, the 'Director-Spouse' test; and
- no trustee (or director of a corporate trustee) of the fund receives any remuneration for any services performed by the trustee (or director) in relation to the fund.

(b) Sole Member Funds:

- the fund has a corporate trustee and the member is either the sole director or one of only two directors and the member is not an employee of the other director (or of an associated person) unless the member is either:
 - a relative;
 - a director of the employer-sponsor; or
 - the Director-Spouse test is satisfied; or
- it has two individual trustees, one of whom is the member and the other of whom is not an employee of the other trustee (or of an associated person) unless the member is either:
 - a relative;

- a director of the employer-sponsor; or
- the Director-Spouse test is satisfied; and
- no trustee of the fund receives any remuneration for any services performed by the trustee in relation to the fund.

The trustees of the fund must ensure that these requirements are satisfied on an ongoing basis as non-compliance can have serious consequences for the fund. Therefore, steps must be taken to ensure the above requirements are satisfied where there are changes to the membership or trusteeship (including directors of a corporate trustee) of your superannuation fund. In particular, the death of a member of your superannuation fund may result in a breach of the above requirements if care is not taken.

3. Trust Deed

You should review and become familiar with the trust deed for your superannuation fund ('Deed'). This document sets out the rules and conditions in respect of which the fund can be operated. The Deed does not cover all the issues but should be referred to when relevant decisions are being made. Due to constant changes to superannuation and tax laws it is generally recommended that the Deed be reviewed at least every four years.

4. Costs

Likely establishment and administration costs should be considered to ensure the benefit of establishing an SMSF is worthwhile. You should consult your financial advisor to determine the costs of administering the fund. You should also see section 15 where the trustee should have completed details of relevant costs that you need to be aware of as a member.

Many commercial funds and industry funds charge ongoing management fees. These must be considered in view of the costs of setting up, running and, if relevant, winding-up an SMSF. Also, certain commercial funds impose additional fees, such as entry and exit fees.

Even if an SMSF is cheaper to set up and operate, the potential income and growth to be gained from the investment strategies of a public offer fund as compared to an SMSF should be considered. That is, will a public offer fund outperform an SMSF?

5. Maximum of Four Members

SMSFs are generally only for you, your spouse and a maximum of two other (generally) family members (provided each member satisfies certain tests). If you have more than four members who are eligible to join the fund, then you should consider setting up another SMSF or consider a public offer fund.

5.1. Non-Family Employees

If you run a business, you generally cannot have non-family employees join your SMSF. It is generally advisable anyway to have them join a public offer fund or set-up their own SMSF rather than joining your SMSF. This limits the circumstances in which conflicts may occur between employees and your family.

5.2. Strict Laws and Penalties

Every person who becomes a member of an SMSF must ensure they are aware of the severe penalties that can apply for breaches of the superannuation rules.

Any breach, even innocent administrative oversights, can expose an SMSF to 45% tax on its entire assets, apart from non-concessional contributions. The Australian Taxation Office ('ATO') has discretion to waive this tax if there are genuine mitigating circumstances. In addition, a range of civil and criminal penalties can be imposed depending on the nature and severity of the breach involved.

These substantial penalties for matters that invariably involve complex and technical laws raise the following critical questions: Are you prepared to accept the responsibility that goes with operating an SMSF properly? Will you make sure you are sufficiently familiar with the regulatory regime? Will you seek advice whenever you are in doubt?

Put another way, would you go out and fly a hot-air balloon without having an experienced instructor on board and without receiving special training? Like hot air balloons, SMSFs can be dangerous. Accordingly, trustees and members have a vested interest in making sure they act prudently and become familiar with the main rules and seek advice whenever there is any doubt.

6. SMSF Advantages and Disadvantages

The advantages and disadvantages of an SMSF as compared with other types of funds, eg, public offer funds, outlined below should be considered.

6.1. Advantages

- SMSFs allow control of investments and investment choice. Assets may also be transferred to members instead of cash when a paying a lump sum benefit (eg, retirement).
- An SMSF is portable and can move with you from job to job, and can also allow flexibility for retirement.
- Members have the ability to customise the structure, asset allocation and investments to suit their needs and objectives of during the different stages of their life.
- There is greater flexibility in deciding when and what type of benefit to take.
- Member account balances can be pooled to facilitate purchase of large assets such as property.
- On the death of a member of an SMSF, the member's benefits can be paid as an in specie lump sum death benefit, eg, shares can be transferred to the member's dependants rather than cash.
- The cost of running an SMSF is largely fixed. By contrast, fees for commercial funds are generally based on a percentage of contributions or assets, without necessarily being linked to performance.

6.2. Disadvantages

- Decision making and ultimate responsibility rests with the trustees (who are normally the members).
- Each SMSF has to complete all relevant administrative and compliance tasks whereas commercial funds take care of these requirements for you.
- SMSFs are more limited, as compared to commercial funds, to the extent they can diversify their investments and obtain economies of scale.
- Any disputes involving SMSFs do not come within the jurisdiction of the Superannuation Complaints Tribunal. Therefore, any disputes must be dealt with by a court of law, which may be costly. For more details, see section 14.
- If a member becomes bankrupt or otherwise subject to certain agreements under the *Bankruptcy Act 1966* (Cth), they will generally be ineligible to be a trustee, and consequently a member, of an SMSF. Should this be the case, then the member will need to roll their benefit out of the SMSF and into another superannuation fund (eg, a public offer fund).

6.3. Summary

SMSFs are primarily for those people who wish to be in control of their financial affairs and are capable of taking an active role in the management of their fund. People who are not willing to take an active interest in their own financial affairs should consider the possible advantages of leaving their superannuation affairs to professionally managed public offer funds.

7. Superannuation Contributions

7.1. Concessional Contributions

Concessional contributions are contributions included in the assessable income of a superannuation fund. Contributions made by an employer on behalf of an employee or by an eligible person will generally be concessional contributions. As discussed at section 8.1, concessional contributions form part of the taxable component of a member's interest in a superannuation fund.

Broadly, an eligible person is a person who has less than 10% of the total of their assessable income and reportable fringe benefits attributable to employment activities. Generally, eligible persons will include self-employed people whose predominant income is not from employment and those people who are not employed. An employer and eligible person (and in the case of the latter, provided it does not create a tax loss) can receive a full deduction for the entire amount of concessional contributions made.

Eligible persons must give the trustee a Member Contribution Notice (refer attachment to this PDS) indicating how much they intend to claim by way of a tax deduction before the earlier of the end of the financial year following the financial year in which the contributions are made and lodgement of the person's income tax return in respect of the financial year in which the contributions are made. The trustee of the fund must also provide the person with an acknowledgement of receipt of the notice before the Member Contribution Notice is valid.

Concessional contributions will only be concessionally taxed on contribution to a superannuation fund to the extent that they are within the particular member's concessional contributions cap (see Item 1 of the Appendix). In this case, they will be taxed at 15% on contribution to a superannuation fund. Note that all concessional contributions made in respect of each person will count towards the concessional contributions cap. That is, contributions made by an eligible person will be grouped with contributions made by each employer (even though they are not associates).

Concessional contributions made in excess of a member's concessional contributions cap will be subject to excess concessional contributions tax and taxed at a further 31.5% (on top of the 15% tax already levied on concessional contributions). This penalty tax may either be paid by the member or the trustee of the superannuation fund. Excess concessional contributions will also count towards the non-concessional contributions cap (see section 7.2).

Certain taxable contributions made to a superannuation fund are not regarded as concessional contributions. These include up to \$1 million of directed termination payments (ie, certain payments made in respect of an employee on termination of employment rolled-over to a superannuation fund before 1 July 2012) and certain benefits transferred to an Australian superannuation fund from a foreign superannuation fund.

Note that there are special provisions that can be applied by the ATO to limit deductions where a taxpayer is deriving personal services income and claiming a tax deduction for an associate (eg, spouse or child). If there is any doubt regarding these issues, expert advice should be obtained.

Note also that individuals under 18 years of age will only be eligible to claim a deduction if they have derived income as an employee or from carrying on a business in the financial year in which they seek to make a superannuation contribution.

7.2. Non-Concessional Contributions

Non-concessional contributions are contributions that are not included in the assessable income of a superannuation fund as they are made from after tax income. Non-concessional contributions also include concessional contributions that exceed a person's concessional contributions cap. As discussed at section 8.1, non-concessional contributions form part of the tax free component of a member's interest in a superannuation fund.

To the extent that non-concessional contributions are within a person's non-concessional contributions cap for the financial year (see Item 2 of the Appendix), they will not be subject to tax on contribution to a fund. However, non-concessional contributions in excess of a member's non-concessional contributions cap will be subject to excess non-concessional contributions tax at 46.5%. This tax must be paid by the trustee of the fund. Amounts in excess of the non-concessional contributions cap must also be returned to the member. If excess concessional contributions exceed the non-concessional contributions cap, they will also be subject to excess non-concessional contributions tax at 46.5%, resulting in an overall tax rate of 93% (ie, 15% + 31.5% + 46.5%).

Members under age 65 at any time in a financial year will be entitled to 'bring forward' the next two years worth of non-concessional contributions (based on three times the first financial year's non-concessional contributions cap). The 'bring forward' will be triggered where a member makes non-concessional contributions in a particular financial year that exceed their non-concessional contributions cap for that financial year.

If a member uses up the entire bring forward amount in the first financial year, they will not be eligible to make further non-concessional contributions until the start of the fourth financial year. However, if they do not use up the entire bring forward amount in the first year, they have three financial years over which to make contributions up to the bring forward amount. Contributions made in excess of the bring forward amount will be subject to excess non-concessional contributions tax.

Exceptions apply to contributions included as non-concessional contributions. These include:

- Government co-contributions;
- amounts contributed up to the lifetime CGT cap amount (see Item 3 of the Appendix and section 7.3);
- payments that relate to structured settlements or orders for personal injury; and
- amounts rolled-over from a taxed superannuation fund.

7.3. Small Business Contributions

Up to \$1 million may be contributed to a fund as an exception to the non-concessional contributions cap discussed above at section 7.2 in respect of amounts that relate to the small business CGT concessions in Division 152 of the *Income Tax Assessment Act 1997* (Cth) ('ITAA 1997'). These contributions form part of the tax free element in the fund.

This relief is available to the following contributions made as a result of the disposal of 'active business assets', subject to satisfying the complex criteria in Division 152 (in particular, the net asset value test):

- capital proceeds from the disposal of active assets that qualify for the 15-year exemption;
- capital proceeds from the disposal of active assets that would have qualified for the 15-year exemption except that there was no capital gain and/or the asset was a pre-CGT asset; and
- capital gains from the disposal of active assets that qualify for the retirement exemption, subject to the \$500,000 CGT retirement exemption limit in Division 152.

To be eligible for the exemption from the non-concessional contributions cap, the contribution must be made on or before the later of when the member is required to lodge their tax return and 30 days after they receive the amount qualifying for the small business concessions. Further, the member must notify the trustee of the fund of their choice to apply the exception on or before the time the contribution is made.

7.4. Superannuation Guarantee

Generally, employers are required to contribute the minimum level of employer superannuation support for each employee (ie, Superannuation Guarantee; 'SG') as required by the *Superannuation Guarantee (Administration) Act 1992* (Cth) ('SGAA'). It is important that employers ensure they make the minimum level of superannuation contributions for each employee and any other contractor or person covered by the SGAA. Note that the SGAA requires the minimum superannuation contribution to be made for payments that are wholly or principally for a person's labour.

The minimum level for each employee is 9% of the employee's ordinary time earnings. An employer is not required to contribute more than the minimum level of employer superannuation support to the extent the employee's salary exceeds the maximum contribution base (see Item 4 of the Appendix). In addition, the provisions of a Federal, State or Territory industrial award or industrial agreement may also dictate what type of fund can receive minimum employer contributions (eg, an industry fund). Subject to this qualification, an SMSF can accept superannuation guarantee contributions. There are no similar compulsory contribution rules in respect of self-employed persons.

Employers are required to comply with their SG obligation on a quarterly basis. The quarterly periods end on 30 September, 31 December, 31 March and 30 June each financial year. Employers have 28 days from the end of the relevant quarter in which to satisfy their SG obligations.

There is no requirement to provide SG support if an employee earns less than \$450 per month or the employee is under 18 years and is a part-time employee.

7.5. Choice of Fund

Most employers must give their employees a choice of superannuation fund into which each employee's superannuation guarantee contributions are paid. The fund that an employee chooses may be an SMSF, provided the employee gives their employer certain written information (including the details of their SMSF and how the employer can contribute to it). The ATO has issued a standard choice form for this purpose. Further information on the choice of fund requirements can be found on the ATO website at www.ato.gov.au.

7.6. Salary Sacrifice

A tax-effective option for employees may be to organise to 'sacrifice' some of their pre tax salary or remuneration package for additional employer concessional contributions. Salary sacrifice arrangements enable pre-tax salary to be contributed into the superannuation environment. Although a low tax rate of 15% generally applies when entering the superannuation environment, this may still be beneficial when compared to paying tax at marginal tax rate plus the Medicare levy. The potential tax benefit is only one issue to consider when deciding whether to salary sacrifice. Other issues that should be considered include a person's overall circumstances, preservation issues and income needs.

Note, salary sacrifice contributions are regarded as concessional contributions and therefore count towards a member's concessional contributions cap (see section 7.1). Care should also be taken when making salary sacrifice arrangements with an employer so as to ensure the employer still makes SG contributions (in addition to salary sacrifice contributions) based on pre-salary sacrifice salary.

7.7. Government Co-Contribution Scheme

Under the Government Co-Contribution Scheme, a member who makes non-concessional contributions to superannuation may be eligible to receive a Government co-contribution.

For every \$1.00 contributed by a member who is eligible to take part in the scheme, the Government will contribute up to \$1.50. The maximum co-contribution of \$1,500 is reduced by 5 cents per dollar where total income (ie, the sum of a person's assessable income and reportable fringe benefits total, or in the case of a self-employed person, gross assessable business income less expenses for the financial year) is over \$28,980, phasing out at a higher-income threshold of \$59,980 (for the 2007/08 financial year).

Broadly, to be eligible to take part in this scheme, a member must:

- make a non-concessional contribution in the financial year to superannuation;
- have total income below the higher income threshold for the financial year;
- be less than age 71 at the end of the financial year; and
- 10% or more of a member's total income can be attributed to engaging in activities which enable the member to qualify for SG or 10% or more of a member's total income can be attributed to carrying on a business. Note that the reduction for business expenses in respect of self-employed persons does not apply to determining if the 10% test is satisfied.

The Government Co-Contribution will form part of the tax free component once paid to the superannuation fund and, as stated above at section 7.2, will not count towards the member's non-concessional contributions cap.

The ATO administers this system by obtaining information from the taxpayer's and superannuation fund's annual tax returns.

7.8. Acceptance of Contributions

(a) Overview

Contributions can be made to a superannuation fund subject to certain tests being satisfied. The ability of a fund to accept contributions depends on the age of the member and, where they are aged 65 years or over, whether they are gainfully employed. In particular, a person aged 65 years or over must be gainfully employed on at least a part-time basis to be able to contribute to a fund (see sections 7.8(b) to 7.8(d)). 'Part-time basis' is defined, in relation to a financial year, to require employment for at least 40 hours in a period of not more than 30 consecutive days in that financial year.

A member is gainfully employed if they are employed (including self-employed) for gain or reward in any business, trade or profession. The gain or reward must be the receipt of remuneration such as wages, business income (if self-employed) or commissions in return for personal exertion. Mere receipt of investment income, by itself, does not constitute gainful employment.

Furthermore, contributions cannot be accepted by the Trustee if the member's tax file number is not provided or the non-concessional contributions cap is exceeded.

(b) Members under 65 years of age

Contributions can be accepted in respect of a member under age 65, with no requirement for them to be gainfully employed. However, possible issues can arise in relation to accessing these funds if the member has never been gainfully employed at any stage in their life (see section 8.5).

A person under age 65 at any time in a financial year (ie, age 63 or 64) may take advantage of the bring forward rule prior to turning age 65 without needing to satisfy the work test in that particular financial year or the next two financial years.

(c) Members who have reached age 65 but not age 75

Contributions can be accepted if:

- they are mandated employer contributions; or
- they are employer contributions (except mandated contributions); or
- the member is gainfully employed at least on a part-time basis (as defined above).

If the member is aged 75, the contribution must be made within 28 days after the end of the month the member attains age 75.

(d) **Members who have reached age 75 or over**

Contributions can only be accepted if the contribution is a mandated employer contribution.

7.9. Contributions Splitting

Generally, only employer contributions (including salary sacrifice contributions) and eligible person contributions made to a fund by or in respect of a member in the prior financial year can be split for the benefit of the member's spouse. Non-concessional contributions cannot be split.

The maximum taxed amount which can be split by a member is the lesser of:

- 85% of their concessional contributions for that financial year; and
- their concessional contributions cap for that financial year.

However, contributions cannot be split in favour of a spouse that has either attained age 65 or has attained their preservation age (refer to section 8.5) and has retired.

SMSFs do not have to allow contributions splitting. However, where this flexibility does exist, members need to forward a request to the trustee specifying details about the desired split after the end of the relevant financial year and generally before 31 October after the end of that financial year. Upon receipt, the trustee then has 90 days to effect the split.

7.10. Eligible Spouse Contributions

Where contributions are made for a spouse aged below 65 years, the contributing spouse may be entitled to a tax rebate for the contributions. A maximum \$540 rebate applies if the non-contributing spouse's taxable income is less than \$10,800. No rebate is available where the non-contributing spouse's income exceeds \$13,800. Eligible spouse contributions form part of the tax free component.

8. Benefits

8.1. Components

From 1 July 2007, a member's interest in a superannuation fund will consist of 2 components. These components are further divided into two sub-components as follows.

| Tax Free Component | Taxable Component |
|--|---|
| <i>Crystallised Segment</i> | <i>Element Taxed</i> |
| <ul style="list-style-type: none"> • Pre-1 July 1983 component • Undeducted contributions pre-1 July 2007 • CGT exempt component • Concessional component • Post-June 1994 invalidity component | <ul style="list-style-type: none"> • Post-30 June 1983 component & concessional contributions • Non-qualifying component |
| <i>Contributions Segment</i> | <i>Element Untaxed</i> |
| <ul style="list-style-type: none"> • Non-concessional contributions post-30 June 2007 | <ul style="list-style-type: none"> • For SMSFs, the element untaxed will generally only consist of insurance paid as a lump sum death benefit to non-dependants or where a pension paid on death is commuted to a lump sum after the longer of 6 months of death and 3 months of the grant of probate (see sections 11 and 12) |

8.2. Proportioning Rule

From 1 July 2007, when a member (or their dependant(s) on their death) takes a benefit (ie, lump sum or pension) from a superannuation fund, the proportioning rule will apply to the benefit. Under the proportioning rule, all lump sums and pensions drawn must consist of both the tax free and taxable components as those components make-up the member's interest in the fund (subject to certain exceptions).

Therefore, if a member's interest in a fund consists of 80% taxable component and 20% tax free component, any lump sum or pension the member draws from their fund must reflect these same proportions. The member cannot, eg, take a pension using just the taxable component or just the tax free component. Further, on death, the tax free component cannot simply be streamed to non-tax dependants.

8.3. Payment of Benefits

The sole purpose of a superannuation fund must be to provide benefits to members on retirement or on reaching their preservation age (see section 8.5), in the event of total and permanent disablement, or upon a member's death to pay a benefit to their dependants. Dependants are generally restricted to a spouse, children, and other persons who were financially dependent on, or had an interdependency relationship with, the deceased.

There are limited exceptions where benefits can be paid in other circumstances. The main exceptions are:

- to pay a member a transition to retirement income stream ('TRIS') after the member has reached preservation age (see section 10.2);
- on severe financial hardship to the extent approved by the trustee;
- on compassionate grounds to the extent approved by the trustee and the ATO;
- on termination by the member of gainful employment with an employer who has contributed to the fund where the member's benefit is a restricted non-preserved benefit;
- where the benefit is an unrestricted non-preserved benefit;
- on the temporary disablement of a member so long as the benefit is provided only to replace the income of a member as a non-commutable pension over a period which does not exceed the period of temporary disablement. Insurance can be taken out to provide for this risk but a tax deduction can only be claimed for such insurance under limited circumstances;
- a temporary resident withdrawal benefit if a person has been a resident of Australia for a temporary period;
- any other type of permissible benefit under the *Superannuation Industry (Supervision) Act 1993* (Cth) ('SISA') and *Superannuation Industry (Supervision) Regulations 1994* (Cth) ('SISR');
- the benefit is provided for other miscellaneous purposes approved by the regulator (ie, the ATO for SMSFs) in writing; or
- the benefit is cashed in favour of the Commissioner of Taxation in accordance with a release authority.

The amount of benefits available to members generally depends upon the amount in the fund. However, the fund can purchase an insurance policy to enable increased death or disability benefits to be provided.

An SMSF is generally conducted as an accumulation fund (whereby benefits accumulate in distinct accounts for members and from which entitlements can be paid on a lump sum or pension basis once a condition of release is satisfied).

The balance of a member's account will depend on a range of factors including the amount contributed to the fund by or on behalf of the member and the net earnings (after expenses and taxes) on those contributions. Unless agreed otherwise, there is no compulsion or obligation to make contributions to a superannuation fund. However, see section 7.4 regarding an employer's compulsory quarterly SG obligations.

Members should be notified of any material change as soon as practicable and of their financial position in the fund after the end of each financial year and on request. In addition, members should be provided with information relating to any changes to the fund's Deed and of such other matters required by the SISA, *Corporations Act 2001* (Cth) ('CA') and other relevant law.

Ordinarily, benefits are calculated as follows:

- in the event of the death or disablement of the member: an amount equal to the member's account balance, plus any insurance proceeds, is generally payable; or
- generally for any other event with no cashing restrictions (eg, on retirement or the member attaining preservation age): an amount equal to the member's account balance is payable.

However, benefits paid under other circumstances (eg, financial hardship) are more restricted. Further, the Trustee may have other amounts (eg, reserves) to supplement a person's benefit.

There are a range of events that may give rise to a benefit described in this PDS. Expert advice should be sought.

8.4. Types of Benefits

Broadly, the trustee may provide a benefit payable to the member as:

- a lump sum. Note that a pension must first be requested if individuals are trustees. The pension can then, if permitted by the SISR, be commuted to a lump sum. In practice, the ATO needs to be satisfied that a pension entitlement is surrendered to a lump sum benefit. If a corporate trustee is appointed, a lump sum can be paid without the need to surrender a pension entitlement;
- an account-based pension from 1 July 2007 (see section 10.1);
- an allocated pension up until 19 September 2007 (see section 10.3);
- a market linked pension up until 19 September 2007, although in certain cases a market linked pension may be commenced on or after 20 September 2007 (see section 10.4);
- an annuity which can be acquired from an approved fund. If an SMSF does not wish to have the responsibility of paying a pension and undertaking the administration of same, then the responsibility can be outsourced or transferred completely (eg, by roll-over) to another approved fund. There are various options in regards to an annuity that replicates the types of pensions and benefits discussed above provided by another complying fund;
- a miscellaneous benefit (to the extent the benefit is not one of the above). Miscellaneous benefits include the payment of an income stream on temporary disablement or payment on the grounds of severe financial hardship or compassion. The SISR provide tests that must be satisfied to access benefits for the above reasons;
- any other benefit permitted by the SISR (eg, see sections 8.3 and 10.2); or
- a combination of the above which may include more than one of each.

8.5. Preservation — Accessing Superannuation Money

The amount of benefits that can be paid before retirement from the work-force before age 55 (or up to 60 for persons born after July 1960) are significantly restricted by the preservation rules.

Broadly, the preservation rules require that all 'preserved' benefits must be retained in a superannuation fund until one of the following conditions of release occur:

- a member reaches age 65;
- a member reaches age 60 and ceases a position of gainful employment either on or after the member attained age 60 or alternatively intends to never again become gainfully employed on a full-time or part-time basis, ie, 10 hours or more per week;
- a member reaches preservation age and retires from the work-force and the member intends to never again become gainfully employed on a full-time or part-time basis, ie, 10 hours or more per week. For those born between July 1960 and July 1964 this 'preservation age' progressively increases from age 56 to age 60 (see Item 5 of the Appendix); or
- a member dies or is permanently incapacitated.

Note that once a member has attained their preservation age they may be able to access their benefits by way of a TRIS (see section 10.2).

The ability to withdraw benefits by a non-working member is limited if the person has never been gainfully employed. In these circumstances the person must generally attain 65 years to access their benefit. However, a person who becomes gainfully employed and ceases that employment after attaining their preservation age (see above) may be able to access some of their benefit.

Broadly speaking, from July 1999, all benefits contributed into a fund will be preserved, aside from any non-preserved amount accrued before that date or any non-preserved amount that is subsequently rolled-over from another fund. The maximum amount of restricted non-preserved benefits at 1 July 1999 will then be set for future years.

The non-preserved amount is split between a restricted and an unrestricted amount. Typically a member must terminate employment with an employer that has contributed to that fund to become entitled to payment of a restricted amount. However, the unrestricted amount can be paid at any time, subject to the fund's cash-flow position. Members can access unrestricted amounts without having to retire or satisfy another condition of release.

The trustee must maintain records of each member's benefit and the different components that it may comprise. It is recommended that the trustee records each contribution and the nature of each component immediately on receipt. Unless adequate records are kept, the benefit could be preserved in the fund until a condition of release is satisfied.

8.6. When a Payment Must be Made

The trustee of a fund is only required to pay out a member's benefit on the death of the member. Accordingly, a member may continue to retain funds in the accumulation phase until death. On death, a lump sum must be paid by way of an interim and final amount. Therefore, it cannot be paid by way of multiple lump sum payments.

When a benefit is paid by a fund, various reporting and notifications have to be completed primarily for taxation purposes. Prior to making any payment or withdrawal, you should seek expert advice to ensure all forms and requirements are satisfied.

8.7. Lump Sum and Pension Documentation

In order to receive benefits from a fund, a member request should be provided to the trustee of the fund and trustee resolutions or other confirming documentation prepared noting the trustee's decision to pay the benefit. Where a pension is to be paid to a member, it is prudent that a product disclosure statement, specific to the type of pension requested, is handed to the member on or before payment of the pension. Appropriate adjustments to the fund's records should also be made in the case of payment of a lump sum or pension.

8.8. Quarantining Assets and Investments

The Deed gives the trustee power to quarantine particular assets or investments transferred to or acquired by the trustee for the benefit of particular members or a class of membership in the fund.

Broadly, the trustee can quarantine assets and investments in two ways. First, the trustee can quarantine assets such that other members can potentially benefit for the asset or investment at a later date. Alternatively, the trustee can choose to quarantine assets and investments in the fund for the benefit of particular members of the fund and only those members can benefit from that asset (ie, new members cannot benefit from the asset at a later point in time). Therefore, careful consideration should be given before adopting such a restrictive approach to quarantining assets and investments in the fund.

In both cases, appropriate trustee resolutions and accounts should be prepared.

9. Taxation

9.1. Lump Sums

That part of a lump sum consisting of the tax free component is received by a member tax-free.

The taxable component (consisting of the element taxed) of a lump sum is taxed as follows:

- members younger than age 55: the amount is subject to tax at 20% plus the Medicare levy;
- members older than age 55 but less than age 60: low rate cap amount (see Item 6 of the Appendix) is received tax-free and the balance is subject to tax at 15% plus the Medicare levy. Each person only has one cumulative low tax threshold in relation to their taxable component; and
- members age 60 or older: benefits are tax free.

9.2. Pensions

Broadly, where a member is under 60 and is in receipt of a pension, the pension is taxed as ordinary income. However, a 15% tax offset applies to the assessable amount of the pension. In addition, the amount of the pension representing the tax free component (see section 8.1) will be received tax free. Once a member is 60 years or over, all pension payments are received tax free.

The tax treatment of pensions is summarised as follows:

| Age of Pensioner | Tax Treatment |
|------------------|---|
| Under 60 | Pension payment less the tax free component is subject to tax at the member's marginal tax rate less a 15% offset |
| 60 or over | Pension payments are generally received tax-free |

9.3. Forms

If the member is under 60 years of age, to the extent that the lump sum consists of a taxable component, a Tax File Number ('TFN') declaration and a Pay As You Go ('PAYG') payment summary must also be completed and lodged with the ATO.

For members under age 60, the trustee of a fund has the responsibility for withholding the required amount of PAYG tax from any payments made to members and lodging PAYG payment summaries with the ATO. Thus, the trustee needs to be registered with the ATO as an employer for PAYG tax purposes before paying a benefit from a superannuation fund to a member under age 60 that consists of the taxable component.

10. Pensions

A pension or annuity is a superannuation income stream, payable in instalments over a certain period of time. A pension can be financed from fund assets, including fund reserves. Alternatively, annuities can be purchased from an insurance company or a financial institution by a fund trustee or a member.

SMSFs can generally only provide account-based pensions (see section 10.1) or a TRIS (see section 10.2). However, up until 19 September 2007, an SMSF may also provide allocated pensions (see section 10.3) and market linked pensions (see section 10.4). Market Linked Pensions may also be commenced in an SMSF after 19 September 2007 in certain limited cases.

Each person receiving a pension from an SMSF generally must be a member and trustee (or a director of a corporate trustee). A disqualified person (basically a bankrupt, a person convicted of a dishonest act or a person disqualified from being a trustee by the ATO) cannot obtain a pension from an SMSF.

Expert advice should be obtained prior to commencing a pension as the following is only a broad overview. Such advice should, amongst other things, explain in detail the risks, benefits and entitlements of the pension and the requirements of establishing and paying such a pension. Further, appropriate pension documentation should be prepared prior to commencing the pension. A separate PDS is required to be issued in respect of conversion of a member's fund balance to a pension under the CA.

10.1. Account-Based Pensions

An account-based pension is a pension paid from a person's account balance in the fund. Therefore, an account-based pension is payable as long as there is a remaining pension account balance.

The amount paid each year must meet at least the minimum annual pension payment amount determined at 1 July each year (except the year of commencement if the commencement date is a date other than 1 July). Broadly, this is determined by multiplying the pension account balance as at 1 July by the relevant percentage factor set by the SISR, which is based on the age of the pensioner. There is no cap on the maximum pension payments that may be received in any one year. The annual pension amount and the account balance of an account-based pension may fluctuate from year to year depending of the types of investments held and the performance achieved.

The account balance can be paid as a lump sum at any time. Thus, an account-based pension is flexible because the pension can be obtained without losing access to capital. Further, any remaining balance can be given to dependants or beneficiaries upon the pensioner's death.

10.2. Transition To Retirement Income Stream

A member who has reached their preservation age (see section 8.5) is able to commence a TRIS, even if they have not satisfied a condition of release. Broadly, a TRIS is an account-based pension that has certain restrictions on commutation of the pension. Further, pension payments are limited to 10% of the account balance, determined as at 1 July each year.

The TRIS is designed to provide people with access to their superannuation moneys upon attaining their preservation age without having to retire.

Generally, a TRIS cannot be commuted (ie, converted to a lump sum) unless:

- the member was able to access the moneys before the TRIS was commenced; or
- since the commencement of the TRIS, the member has satisfied a condition of release (see section 8.5).

If either of these conditions do not apply then while the member cannot cash out their benefits, the moneys are able to be rolled-back into the accumulation phase (ie, the pension ceases).

Note that when a member who is receiving a TRIS satisfies a condition of release after commencing the pension, the restrictions on the ability to commute the income stream and the 10% cap on annual pension payments become redundant and the pension is the equivalent of a normal account-based pension.

Note also that where a member wishes to cease a TRIS (at any stage), any amounts that are still preserved must be rolled-back into superannuation, ie, they cannot be cashed out of the fund as a lump sum. However, the ability to cash benefits that were able to be cashed out prior to the commencement of the pension is not affected.

10.3. Allocated Pensions

An allocated pension is a pension paid from a person's account balance in the fund. An allocated pension can only be commenced up until 19 September 2007. The amount paid each year must be between the relevant minimum and maximum limits set by the SISR. The account balance can be paid as a lump sum at any time. Any remaining balance can be given to dependants or beneficiaries upon the pensioner's death.

An allocated pension may be transferred to an account-based pension, without a need to roll-back the allocated pension from 1 July 2007. Appropriate supporting documentation and disclosures, including a PDS, to the member should be made in this case.

Alternatively, a non-commutable allocated pension can be commenced up until 19 September 2007. Note that where a member wishes to cease a non-commutable allocated pension (at any stage), any amounts that are still preserved must be rolled-back into superannuation, ie, they cannot be cashed out of the fund as a lump sum. However, the ability to cash benefits that were able to be cashed out prior to the commencement of the pension is not affected.

10.4. Market Linked Pensions

A market linked pension (also known as a 'term allocated pension') can generally only be commenced up until 19 September 2007. This pension allows any variation in the value of the investments supporting the pension to be reflected in the annual pension payment.

The annual pension payment is determined by dividing the account balance of the market linked pension by a payment factor that is based on the remaining term of the pension. Very generally, the term of the pension is chosen by the pensioner and must be one of the following terms.

| Reversionary Pension? | Allowable Terms ¹ |
|---|---|
| No, or is reversionary to a spouse with a life expectancy that is less than the member's life expectancy. | A term that is between the life expectancy of the member and the difference between the age of the member at their last birthday prior to the commencement of the market linked pension and 100 years. |
| Yes, to a spouse with a life expectancy that is greater than the member's life expectancy. | <ul style="list-style-type: none"> As for non-reversionary pension; or A term that is between the life expectancy of the spouse and the difference between the age of the spouse at their last birthday prior to the commencement of the market linked pension and 100 years. |

¹ If the term calculated is not a whole number it is rounded up to the nearest whole number. Note that if a market linked pension is commenced on or after 20 September 2007, restrictions apply to the choice of the allowable term.

A pension payment must be made each financial year and must be pro-rated if commenced part way through the first year.

There is limited ability to commute a market linked pension. The pension can be commuted to the member's estate on their death if there is no reversionary beneficiary. However, if there is a reversionary beneficiary who is a spouse with a longer life expectancy and the spouse's life expectancy or age has been used to determine the term, the pension must be paid to the spouse following the death of the original beneficiary as a pension.

Only 50% of a member's interest in a market linked pension commenced before 20 September 2007 is excluded from the assets test used by Centrelink to determine eligibility for the social security pension.

The annual pension amount and the account balance of a market linked pension may fluctuate from year to year depending of the types of investments held and the performance achieved.

Alternatively, a non-commutable market linked pension can be commenced up until 19 September 2007. Note that where a member wishes to cease a non-commutable market linked pension (within six months), any amounts that are still preserved must be rolled-back into superannuation, ie, they cannot be cashed out of the fund as a lump sum. However, the ability to cash benefits that were able to be cashed out prior to the commencement of the pension is not affected.

10.5. Lump sums and Pensions

A long-term view should generally be taken when accessing superannuation benefits.

Therefore, the optimal benefit mix may be a combination of lump sum and pensions, rather than just one of the pensions described above. A significant tax advantage of a pension is that once the fund starts to pay a pension, the fund is exempt from income tax in respect of those assets used to pay the pension. However, extra administrative work may be involved in maintaining a pension in the fund. An actuarial certificate is generally required each year where the pension assets are not segregated. Broadly, segregation requires setting aside assets to fund a pension and tracking the earnings and expenses in respect of these assets. Expert advice should be obtained to ensure the optimal benefit mix is obtained in the case of each member.

11. Insurance

The trustee can take out insurance in respect of a member's death, disablement (temporary or permanent) or both.

The amount of a member's benefit where insurance is received (eg, upon their death or disablement) is generally the balance in their member account plus any policy proceeds. Otherwise, the amount is generally determined solely by reference to the account balance.

The ability to pay for a death benefit via a tax-deductible insurance policy provides an opportunity to increase a member's benefit in a tax effective manner. Tax dependants receive insurance proceeds tax-free. However, non-tax dependants will be taxed at 31.5% on a lump sum death benefit to the extent it consists of an element untaxed. If a tax dependant commutes a pension paid to them on the death of a member that contains insurance proceeds after the later of six months of death and three months of the grant of probate, the element untaxed will be subject to tax as follows:

| Age | Not exceeding low rate cap amount ¹ | Not exceeding untaxed plan cap amount ² | Exceeding untaxed plan cap amount ² |
|-----------|--|--|--|
| < 55 | 31.5% | 31.5% | 46.5% |
| 55-<60 | 16.5% | 31.5% | 46.5% |
| 60 & over | 16.5% | 16.5% | 46.5% |

¹ See Item 6 of the Appendix

² See Item 7 of the Appendix

It should be noted that the premium on a term life or disability policy paid by a fund may be tax-deductible to the fund depending on the type of policy.

It is critical that members consider any impact that changing funds may have on their insurance entitlements. While insurance can be effected in an SMSF, it may not be as cost effective as a public offer fund. Some people may also have difficulty obtaining insurance cover if they have health or other medical conditions.

Expert advice should be obtained regarding what type of insurance is appropriate, if any, and what tax and other implications should be considered.

12. Estate Planning

12.1. Payment of Death Benefits

Subject to where a binding death benefit nomination ('BDBN') (see section 13) is in place, the trustee is given the power to choose between paying a deceased member's benefit directly to the deceased member's dependants or to the executor or legal personal representative ('LPR') of the deceased member's estate, to be dealt with in accordance with their Will.

If a member dies on or after 1 July 2007, the trustee may only pay a deceased member's benefits directly to their dependants as follows:

- to a tax dependant: as a pension or lump sum death benefit, and if the dependant is a child of the member:
 - the child is under 18 years of age (and the pension must generally be commuted on the day the child attains age 25); or
 - the child is financially dependent on the member and less than 25 years of age (and the pension must generally be commuted on the day the child attains age 25); or
 - the child is permanently disabled; or
- to a non-tax dependant: as a lump sum death benefit.

In the case of direct payment of a death benefit from a superannuation fund, nominated dependants are paid despite entitlements (if any) of the dependant under the estate of the deceased member. This can be an advantage as family disputes relating to a deceased person's affairs can delay or reduce entitlements under a deceased estate.

An executor or LPR can generally only act as a trustee (or director of a corporate trustee) of an SMSF up until the time that death benefits commence to be payable. If the fund has individual trustees, the Deed allows a member to nominate a successor trustee on their death or loss of legal capacity. If the fund has a corporate trustee, the shareholders in the company can appoint the successor directors.

12.2. Consequences for Wills

A member's superannuation does not form part of their estate unless the trustee of the deceased's superannuation fund pays their interest in the fund to their LPR. Therefore, care must be taken in preparing a person's Will to cater for the event that superannuation forms part of the deceased member's estate. Wills should be reviewed on a regular basis with professional assistance to ensure that consequences under superannuation funds and trusts, in which the member is also involved, are adequately dealt with.

There is much to be gained in consulting professionals with expertise in Wills, tax and superannuation to ensure that all planning is integrated to ensure the right assets pass to the right persons at the right time.

12.3. Tax Payable on Death Benefits

An amount paid by a superannuation fund upon the death of a member depends on whether the member is a dependant for tax purposes. A dependant for tax purposes includes a child under age 18, or any person who was financially dependent on or in an interdependency relationship with the pensioner. Accordingly, an adult child will generally be taxed as a non-dependant. The tables below indicate how lump sums and pension are taxed on the death of the member:

| Lump sum Death Benefit | Tax Treatment |
|--|---|
| Dependant | <ul style="list-style-type: none"> Entire balance received tax-free |
| Non-Dependant | <ul style="list-style-type: none"> Tax free component received tax-free Taxable component is taxed at 16.5% |
| Pension Death Benefit | Tax Treatment |
| Pensioner is age 60 or over | <ul style="list-style-type: none"> Payment to dependant is received tax-free |
| Pensioner under age 60 but dependant is age 60 or over | <ul style="list-style-type: none"> Payment to dependant is received tax-free |
| Pensioner under age 60 and dependant under age 60 | <ul style="list-style-type: none"> To the extent the pension payment reflects: <ul style="list-style-type: none"> a taxable component, it is taxed at the dependant's marginal rate less a 15% tax offset a tax free component, it is tax-free Pension payments will become tax-free once the dependant attains age 60 |

Note, the above table assumes that the taxable component consists of the element taxed only. For the treatment of the element untaxed where insurance is paid on death, see section 11.

Given the considerable tax concessions available in respect of benefits paid to dependants, most funds are encouraged to take out suitable insurance policies. However, extra tax will apply if such proceeds are paid to non-dependants (see section 11).

There are also some tax deductions that may be available to the fund upon a member's death. Expert tax advice should be obtained to ensure these deductions are maximised.

13. Binding Death Benefit Nominations

13.1. What is a Binding Death Benefit Nomination?

A BDBN offers certainty to a member as to how their superannuation will be paid on their death. This is because the trustee is bound to pay a deceased member's benefit to the dependants nominated in the BDBN as opposed to the payment being left to the discretion of the trustee. That is, in an SMSF context, if no BDBN is made, the successor trustee (generally, the surviving spouse or children) can exercise discretion as to who gets the deceased member's superannuation benefit. However, a BDBN can also restrict flexibility as to payment of benefits on death and could be problematic where a member has not updated their BDBN to reflect changes in their circumstances.

The manner in which the member's benefit is to be paid can also be specified in the BDBN, subject to section 12.1).

Note that the nomination of a preferred dependant in the 'Application for Membership' form that accompanies the Deed is of some importance. This form should be carefully completed and reviewed by members from time to time to ensure it reflects their current wishes. However, unlike a BDBN, this is considered a non-binding death benefit nomination, and accordingly, the trustee is still able to utilise its discretion in paying out member benefits. However, the trustee is required to take this nomination into account.

13.2. Who can be Nominated

As previously mentioned, a BDBN directs the trustee to pay a member's benefit upon death to their dependants or LPR. For superannuation purposes, 'dependant' includes a spouse of the member, a child of the member, and a person who was either financially dependent on the member or in an interdependency relationship with the member at the time of the member's death.

A 'spouse' includes a person, who, although not legally married to the member, lives with the member on a genuine domestic basis as the husband or wife of the member. A same sex partner is not considered a spouse of the member, but may qualify as a dependant under the interdependency relationship definition discussed below.

In addition to biological children, a 'child' also includes an adopted child and a step-child of the member. It is important to note, however, that a step-child of a member will cease to be a step-child if the child's natural parent predeceases the member or the member and natural parent divorce. A member can only pay their benefit to a former step-child (ie, after the natural parent's death or divorce) if that person is financially dependent on or in an interdependency relationship with them at the time of the member's death, or the benefit must be paid to the member's LPR with appropriate provision in their Will for that former step-child.

A person is in an 'interdependency relationship' with the member if they live with the member as part of a close personal relationship with the member, and one or each of them provides the other with personal care and financial and domestic support. Alternatively, a person can also be in an interdependency relationship with the member if they are in a close personal relationship with the member, but do not satisfy the other criteria as either one or both of them are being cared for professionally as they suffer from a physical, intellectual or psychological disability.

13.3. Issues to Consider before Signing

Before a BDBN is considered, a review of the fund's Deed should be undertaken to ensure that it enables a BDBN to be made. The Deed provides for such a nomination to be made.

It is important to note that the Deed does not require a BDBN to expire at the end of three years. Most superannuation funds automatically require a BDBN to expire at the end of three years. Nevertheless, once a BDBN is made, it should be reviewed on a regular basis to take into account the member's changing circumstances. Accordingly, it is generally recommended that a BDBN be reviewed and, if needed, revised at least every three years.

A simplified BDBN form is provided as an annexure to this PDS. This form allows the member to nominate their dependants or their LPR as the recipients of their death benefit. The proportion of benefit distributed to the dependants or LPR must total no more than 100%.

The BDBN form provided as an annexure to this PDS does not cover the situation where the nominated dependants may predecease the member, allowing a further level of nomination. It also does not allow the member to nominate how the benefit is to be paid, ie, by way of pension or lump sum.

A lawyer can draft a detailed BDBN which specifies to whom the benefit is to be paid if the first named dependants predecease the member. This may be appropriate in some cases to ensure that all circumstances are addressed and that the BDBN does not fail because the named persons have predeceased the member.

For example, a member may wish to have their death benefit paid to their spouse; however, if the spouse does not survive them, then they may want their benefit to be paid to their children. Provision may also be made to cover the situation where the member's children have predeceased them but have children of their own (ie, the member's grandchildren) who have survived them. However, typically this would involve amending the person's Will as well.

A BDBN which covers the above situations requires special drafting and consideration of the member's circumstances. Each member's Will should also be reviewed in conjunction with preparing a BDBN. Note that it is recommended that a BDBN be prepared by a lawyer with superannuation and estate planning expertise as there is a vital link between a person's Will and their BDBN.

14. Complaints and Cooling-Off

Members should discuss any query or complaint they may have in relation to the fund in the first instance with the trustee. Although the trustee will generally attempt to accommodate member's wishes and resolve complaints, the trustee is bound to act in accordance with the Deed, and the trustee's decision will be final and binding. If the trustee is unable to resolve a dispute, legal advice should be sought. SMSFs are specifically excluded from the Superannuation Complaints Tribunal's jurisdiction; thus, there is no special external disputes resolution system for SMSFs and they must therefore turn to the general legal system. In any event, trustees should be given the opportunity to respond to any complaint or dispute.

Members should note that no 'cooling-off' regime applies to an SMSF. Thus, there is no easy way to cease to be a member and have contributions to the SMSF returned. Once a contribution is made it is preserved in the superannuation system and members can generally only obtain access to such moneys if they retire after reaching their preservation age. Members will be advised by the trustee about any commission, or other similar payments, that may impact on the amount of members' accounts.

15. Additional Details provided by the Trustee

This PDS must provide all information that a reasonable person would require in relation to their membership of an SMSF. However, given that certain features of an SMSF depend upon how it will be managed, its assets invested and the future plans for the fund and its members, the trustee has disclosed such further information that cannot be included in a pro-forma PDS on the following pages. Accordingly, in so far as the PDS does not contain all the information required to be contained in a PDS under the CA, the authors of this PDS, their officers, employees and agents disclaim liability for any loss or damage however arising.

15.1. Additional Information

Trustee to complete this part before handing PDS to each member

(a) The costs of the superannuation interest.

Unless otherwise stated below, costs may include (but are not limited to) accounting, investment advice, transaction costs, and ongoing administration costs.

The nature and level of costs will depend on, amongst other things, the level of turnover of investments in the fund, the number of transactions and the costs for administering these. The trustees can seek to minimise these costs by undertaking some of these tasks themselves or incur costs to engage others to assist, eg, accountants and financial advisers.

Usually, expenses will be allocated at least annually on a proportionate basis among members' accounts. However, the trustee does have power to debit to allocate expenses on a different basis, eg, the trustee allows the members to choose different investment portfolios, then there can be selective allocations of earnings and expenses based on these portfolios.

The trustee should not charge any commissions or fees while the trustee acts as trustee for an SMSF. However, the fund may incur commissions and similar fees in respect of its investments (eg, if the fund was to invest in a managed investment trust or public offer fund). Members will be advised by the trustee of any commission or other similar payments that may impact on the amount of member's accounts.

.....

.....

(b) The costs payable by a member in respect of the superannuation interest after its acquisition and the times at which those amounts will or may be payable.

Unless otherwise stated below, costs payable by a member are largely related to the costs incurred by the trustee in administering the fund as outlined above at (a) and complying with the regulatory requirements. The trustee of the fund does not charge a fee merely in respect of the member's interest and there are no entry and exit fees.

.....

.....

(c) Information regarding any commission or other fees, expenses or charges that may be incurred by the fund.

Refer to (b) above. No commissions or other fees, expenses or charges are imposed by the trustee unless otherwise stated below.

.....

.....

(d) Information regarding investments of the fund and the fund's proposed investment strategy. The trustees should ensure they have a detailed investment strategy and review it on a regular basis and give such information to the members at the earliest available opportunity.

Refer to trustee resolutions or other documentation detailing the fund's investment strategy or as otherwise provided below.

.....

.....

(e) If the trustee takes into account labour standards for the purpose of selecting, retaining or realising the investment, further detail should be provided as to:

- (i) the policy or standards that the trustee considers to be labour standards for that purpose; and
- (ii) the extent to which the trustee takes that policy or those standards into account in the selection, retention or realisation of the investment.

Labour standards will not be taken into account unless specified here.

.....

.....

(f) **If the trustee takes into account environmental, social or ethical considerations for the purpose of selecting, retaining or realising the investment, further detail should be provided as to:**

- (iii) the policy or standards that the trustee regards as environmental, social or ethical for that purpose; and
- (iv) the extent to which the trustee takes that policy or those considerations into account in the selection, retention or realisation of the investment.

Environmental, social and ethical issues will not be taken into account unless specified here.

.....
.....

(g) **Information that might have a material influence on the decision of a reasonable person to become a member of the fund or any other information the trustee considers relevant.**



Refer to information detailed in this PDS and as may be provided below.

.....
.....

(h) **Any other relevant or material information should be inserted below or on a separate annexure.**

.....
.....

Please contact the trustee at the address shown on the front cover of the SMSF PDS if you require any further information:

| | | |
|------------------------------|---|---|
| Signed by the Trustee |  |  |
|------------------------------|---|---|

APPENDIX: FIGURES FOR 2007/08

Item 1 Concessional Contributions Cap

\$50,000* per person per financial year

* A transitional concessional contributions cap of \$100,000 per person per financial year applies to persons aged 50 years or over

Item 2 Non-Concessional Contributions Cap

\$150,000 per person per financial year

Item 3 CGT Cap Amount

\$1,000,000

Item 4 Superannuation Guarantee Charge

Maximum Contribution Base per Quarter: \$36,470

Item 5 Preservation Age

| Date of Birth | Preservation Age |
|---|------------------|
| Before 1 July 1960 | 55 years |
| During the year 1 July 1960 to 30 June 1961 | 56 years |
| During the year 1 July 1961 to 30 June 1962 | 57 years |
| During the year 1 July 1962 to 30 June 1963 | 58 years |
| During the year 1 July 1963 to 30 June 1964 | 59 years |
| After 30 June 1964 | 60 years |

Item 6 Low Rate Cap Amount

\$140,000

Item 7 Untaxed Plan Cap Amount

\$1,000,000

MEMBER CONTRIBUTION NOTICE

(The Member below understands that a form to this effect is required before a tax deduction is claimed)

TO: The Trustee
FROM:

(Member's Name)

This notice confirms that I will be making a total contribution of the amount set out at A below to the Fund for the year ending 30 June 200 .

In accordance with section 290-170 of the *Income Tax Assessment Act 1997* (Cth) ('ITAA 1997'), I give notice that the amount set out at B below will be claimed as a tax deduction under section 290-150 of the ITAA 1997.

No part of this amount has previously been claimed as a deduction or included in a section 290-170 notice. I also declare that:

- (a) less than 10% of the total of my assessable income and reportable fringe benefit total is attributable to employment activities; and
- (b) no amount shown below has been treated as a splittable contribution for my spouse.

The amount set out at C below is contributed as a non-concessional contribution.

| | | |
|----|-------------------------------|----|
| A. | Total Contribution | \$ |
| B. | Concessional Contribution | \$ |
| C. | Non-Concessional Contribution | \$ |

I understand that while I may be eligible for a deduction in respect of all concessional contributions I make, any concessional contributions I make in excess of my concessional contributions cap may be subject to excess concessional contributions tax and excess non-concessional contributions tax as follows:

| Relevant Contributions Cap | Tax Rate |
|--|----------|
| Up to the Concessional Contribution Cap | 15% |
| In excess of the Concessional Contributions Cap although within the Non-Concessional Contributions Cap | 31.5% |
| In excess of the Non-Concessional Contributions Cap | 46.5% |

* Note these amounts apply to the 2007/08 financial year only.

DATED

SIGNED

Member Contribution Confirmation

TO: The Member
FROM: The Trustee

The Trustee confirms the receipt of the above notification on _____
A copy of this notice will be kept by the Trustee.

DATED

SIGNED by the Trustee

BINDING DEATH BENEFIT NOMINATION

This Binding Death Benefit Nomination ('BDBN'), when completed, will provide a binding direction to your trustee as to whom your death benefit is to be paid upon your death. Please read section 13 of the PDS before completing this BDBN. We strongly recommend that you contact your adviser and your lawyer before completing this BDBN due to the risks of adversely impacting your estate plans if this task is not properly completed.

SUPERANNUATION FUND DETAILS

Name: _____

TRUSTEE DETAILS

Name: _____

Address: _____

MEMBER DETAILS

Name: _____

Address: _____

BINDING DEATH BENEFIT NOMINATION DETAILS

I revoke all of my prior binding and non-binding death benefit nominations and declare this to be my last BDBN.

I DIRECT the Trustee or any other company or natural person(s) that is the trustee at or after the date of my death to pay any benefit that may be payable in respect of my membership of the fund ('Benefit') on my death as follows:

(Please tick appropriate box(es))

☐ **My Dependants**

| Name | Address | Occupation | Relationship to member | Share of Benefit % |
|------|---------|------------|------------------------|--------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

AND/OR

☐ **My Legal Personal Representative**

| | |
|----------------------|-------------|
| | |
| Total Benefit | 100% |

EXECUTION

Member:

Signed by the Member the said

in the presence of us both being present
at the same time who at the Member's request
and in the Member's presence and in the
presence of each other have hereunto subscribed
our names as attesting witnesses:

| | | |
|--------|------------------------------|---|
| Client | | |
| To | FUND REGISTER | ✓ |
| A | Trustee Minutes | |
| E | Current Financial Statements | |
| C | Investment Details | |
| D | Member Details | ✓ |
| E | Employer Details | |
| F | Sundry | |
| G | Deed | |
| | Other (specify) | |

Member's signature

Date ----/----/----

Witnesses:

Witness 1

Signature -----

Full Name -----

Home Address -----

Occupation -----

who declares that they have been present when the
Member has signed this BDBN

Date ----/----/----

Witness 2

Signature -----

Full Name -----

Home Address -----

Occupation -----

who declares that they have been present when the
Member has signed this BDBN

Date ----/----/----

Trustee:

Signed as confirmation that the Trustee has confirmed and accepted the BDBN.

Trustee/Director -----

Trustee/Director -----

Trustee/Director -----

Trustee/Director -----

Date ----/----/----

J & M Drapes Retirement Fund

Product Disclosure Statement ('PDS')

| | | | |
|--|--|----------------------------------|----------|
| Fund Name: | J & M DRAPES RETIREMENT FUND | Date of PDS: | 15/09/07 |
| PDS Reference No: | SMSF20062007 | Date PDS given to Member: | 15/09/07 |
| Trustee Name: | JOHN RUSSELL DRAPES and MARGARET MARY DRAPES | | |
| Trustee Address: | c/- 102 Chelford Street, Alderley, Queensland 4051 | | |
| Member Name: | MARGARET MARY DRAPES | Member No: | |
| Member Address: | 102 Chelford Street, Alderley, Queensland 4051 | | |
| Member Signature on Receipt of PDS: | MD M. Drapes | | |

The Fund's deed has been varied to ensure the Fund continues to comply with the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation Industry (Supervision) Regulations 1994* (Cth) ('SISR'). Compliance with this legislation is required to enable the Fund to retain its concessional tax status. Members' accrued entitlements will not be adversely affected by the variation.

SMSF PDS

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This SMSF PDS ('PDS') is a general guide only on the main features of an SMSF that has used the DBA Butler Pty Ltd, Lawyers, SMSF deed ('Deed') and does not constitute financial product or any other advice. In particular, section 15 must be completed by the trustee before giving the PDS to the member. Trustees have an ongoing obligation to ensure the PDS is maintained up to date with relevant information. As superannuation and taxation laws are subject to continual change, expert advice should be obtained wherever in doubt. If any member has any queries they should make further inquiries with the fund's trustee or their advisers.

SMSF PDS

1. This PDS

This product disclosure statement ('PDS') has been prepared to provide information in relation to being a member of a self managed superannuation fund ('SMSF'). Changes are constantly being made to the rules and requirements affecting superannuation funds. Accordingly, this PDS is based only on the law as at the date of this PDS. This PDS is no substitute for expert advice given in view of a person's particular circumstances. Nevertheless, it is recommended that you closely consider this PDS.

2. Overview of SMSFs

An SMSF can be used by employees, the self-employed and those who seek to manage their own superannuation investments rather than relying on their employer's superannuation fund or a commercial fund. Nevertheless, the alternatives should be carefully considered prior to establishing an SMSF.

To qualify as an SMSF, a superannuation fund must satisfy the following requirements:

(a) Funds with two or more Members:

- the fund has less than five members (see section 5);
- each member is a trustee or, if the trustee is a company, each member is a director of the corporate trustee;
- no other person is a trustee or director of the trustee company other than eligible members;
- a person who is an employee of another member of the same fund (or of an associated person) cannot be a member unless they are either:
 - a relative of that member of the SMSF;
 - a director of the employer-sponsor; or
 - a relative of another employer member of the fund (typically where two directors are in business together and their non-employed spouses share the same SMSF and the two business directors are employed by the same employer-sponsor company), that is, the 'Director-Spouse' test; and
- no trustee (or director of a corporate trustee) of the fund receives any remuneration for any services performed by the trustee (or director) in relation to the fund.

(b) Sole Member Funds:

- the fund has a corporate trustee and the member is either the sole director or one of only two directors and the member is not an employee of the other director (or of an associated person) unless the member is either:
 - a relative;
 - a director of the employer-sponsor; or
 - the Director-Spouse test is satisfied; or
- it has two individual trustees, one of whom is the member and the other of whom is not an employee of the other trustee (or of an associated person) unless the member is either:
 - a relative;

- a director of the employer-sponsor; or
 - the Director-Spouse test is satisfied; and
- no trustee of the fund receives any remuneration for any services performed by the trustee in relation to the fund.

The trustees of the fund must ensure that these requirements are satisfied on an ongoing basis as non-compliance can have serious consequences for the fund. Therefore, steps must be taken to ensure the above requirements are satisfied where there are changes to the membership or trusteeship (including directors of a corporate trustee) of your superannuation fund. In particular, the death of a member of your superannuation fund may result in a breach of the above requirements if care is not taken.

3. Trust Deed

You should review and become familiar with the trust deed for your superannuation fund ('Deed'). This document sets out the rules and conditions in respect of which the fund can be operated. The Deed does not cover all the issues but should be referred to when relevant decisions are being made. Due to constant changes to superannuation and tax laws it is generally recommended that the Deed be reviewed at least every four years.

4. Costs

Likely establishment and administration costs should be considered to ensure the benefit of establishing an SMSF is worthwhile. You should consult your financial advisor to determine the costs of administering the fund. You should also see section 15 where the trustee should have completed details of relevant costs that you need to be aware of as a member.

Many commercial funds and industry funds charge ongoing management fees. These must be considered in view of the costs of setting up, running and, if relevant, winding-up an SMSF. Also, certain commercial funds impose additional fees, such as entry and exit fees.

Even if an SMSF is cheaper to set up and operate, the potential income and growth to be gained from the investment strategies of a public offer fund as compared to an SMSF should be considered. That is, will a public offer fund outperform an SMSF?

5. Maximum of Four Members

SMSFs are generally only for you, your spouse and a maximum of two other (generally) family members (provided each member satisfies certain tests). If you have more than four members who are eligible to join the fund, then you should consider setting up another SMSF or consider a public offer fund.

5.1. Non-Family Employees

If you run a business, you generally cannot have non-family employees join your SMSF. It is generally advisable anyway to have them join a public offer fund or set-up their own SMSF rather than joining your SMSF. This limits the circumstances in which conflicts may occur between employees and your family.

5.2. Strict Laws and Penalties

Every person who becomes a member of an SMSF must ensure they are aware of the severe penalties that can apply for breaches of the superannuation rules.

Any breach, even innocent administrative oversights, can expose an SMSF to 45% tax on its entire assets, apart from non-concessional contributions. The Australian Taxation Office ('ATO') has discretion to waive this tax if there are genuine mitigating circumstances. In addition, a range of civil and criminal penalties can be imposed depending on the nature and severity of the breach involved.

These substantial penalties for matters that invariably involve complex and technical laws raise the following critical questions: Are you prepared to accept the responsibility that goes with operating an SMSF properly? Will you make sure you are sufficiently familiar with the regulatory regime? Will you seek advice whenever you are in doubt?

Put another way, would you go out and fly a hot-air balloon without having an experienced instructor on board and without receiving special training? Like hot air balloons, SMSFs can be dangerous. Accordingly, trustees and members have a vested interest in making sure they act prudently and become familiar with the main rules and seek advice whenever there is any doubt.

6. SMSF Advantages and Disadvantages

The advantages and disadvantages of an SMSF as compared with other types of funds, eg, public offer funds, outlined below should be considered.

6.1. Advantages

- SMSFs allow control of investments and investment choice. Assets may also be transferred to members instead of cash when a paying a lump sum benefit (eg, retirement).
- An SMSF is portable and can move with you from job to job, and can also allow flexibility for retirement.
- Members have the ability to customise the structure, asset allocation and investments to suit their needs and objectives of during the different stages of their life.
- There is greater flexibility in deciding when and what type of benefit to take.
- Member account balances can be pooled to facilitate purchase of large assets such as property.
- On the death of a member of an SMSF, the member's benefits can be paid as an in specie lump sum death benefit, eg, shares can be transferred to the member's dependants rather than cash.
- The cost of running an SMSF is largely fixed. By contrast, fees for commercial funds are generally based on a percentage of contributions or assets, without necessarily being linked to performance.

6.2. Disadvantages

- Decision making and ultimate responsibility rests with the trustees (who are normally the members).
- Each SMSF has to complete all relevant administrative and compliance tasks whereas commercial funds take care of these requirements for you.
- SMSFs are more limited, as compared to commercial funds, to the extent they can diversify their investments and obtain economies of scale.
- Any disputes involving SMSFs do not come within the jurisdiction of the Superannuation Complaints Tribunal. Therefore, any disputes must be dealt with by a court of law, which may be costly. For more details, see section 14.
- If a member becomes bankrupt or otherwise subject to certain agreements under the *Bankruptcy Act 1966* (Cth), they will generally be ineligible to be a trustee, and consequently a member, of an SMSF. Should this be the case, then the member will need to roll their benefit out of the SMSF and into another superannuation fund (eg, a public offer fund).

6.3. Summary

SMSFs are primarily for those people who wish to be in control of their financial affairs and are capable of taking an active role in the management of their fund. People who are not willing to take an active interest in their own financial affairs should consider the possible advantages of leaving their superannuation affairs to professionally managed public offer funds.

7. Superannuation Contributions

7.1. Concessional Contributions

Concessional contributions are contributions included in the assessable income of a superannuation fund. Contributions made by an employer on behalf of an employee or by an eligible person will generally be concessional contributions. As discussed at section 8.1, concessional contributions form part of the taxable component of a member's interest in a superannuation fund.

Broadly, an eligible person is a person who has less than 10% of the total of their assessable income and reportable fringe benefits attributable to employment activities. Generally, eligible persons will include self-employed people whose predominant income is not from employment and those people who are not employed. An employer and eligible person (and in the case of the latter, provided it does not create a tax loss) can receive a full deduction for the entire amount of concessional contributions made.

Eligible persons must give the trustee a Member Contribution Notice (refer attachment to this PDS) indicating how much they intend to claim by way of a tax deduction before the earlier of the end of the financial year following the financial year in which the contributions are made and lodgement of the person's income tax return in respect of the financial year in which the contributions are made. The trustee of the fund must also provide the person with an acknowledgement of receipt of the notice before the Member Contribution Notice is valid.

Concessional contributions will only be concessional tax on contribution to a superannuation fund to the extent that they are within the particular member's concessional contributions cap (see Item 1 of the Appendix). In this case, they will be taxed at 15% on contribution to a superannuation fund. Note that all concessional contributions made in respect of each person will count towards the concessional contributions cap. That is, contributions made by an eligible person will be grouped with contributions made by each employer (even though they are not associates).

Concessional contributions made in excess of a member's concessional contributions cap will be subject to excess concessional contributions tax and taxed at a further 31.5% (on top of the 15% tax already levied on concessional contributions). This penalty tax may either be paid by the member or the trustee of the superannuation fund. Excess concessional contributions will also count towards the non-concessional contributions cap (see section 7.2).

Certain taxable contributions made to a superannuation fund are not regarded as concessional contributions. These include up to \$1 million of directed termination payments (ie, certain payments made in respect of an employee on termination of employment rolled-over to a superannuation fund before 1 July 2012) and certain benefits transferred to an Australian superannuation fund from a foreign superannuation fund.

Note that there are special provisions that can be applied by the ATO to limit deductions where a taxpayer is deriving personal services income and claiming a tax deduction for an associate (eg, spouse or child). If there is any doubt regarding these issues, expert advice should be obtained.

Note also that individuals under 18 years of age will only be eligible to claim a deduction if they have derived income as an employee or from carrying on a business in the financial year in which they seek to make a superannuation contribution.

7.2. Non-Concessional Contributions

Non-concessional contributions are contributions that are not included in the assessable income of a superannuation fund as they are made from after tax income. Non-concessional contributions also include concessional contributions that exceed a person's concessional contributions cap. As discussed at section 8.1, non-concessional contributions form part of the tax free component of a member's interest in a superannuation fund.

To the extent that non-concessional contributions are within a person's non-concessional contributions cap for the financial year (see Item 2 of the Appendix), they will not be subject to tax on contribution to a fund. However, non-concessional contributions in excess of a member's non-concessional contributions cap will be subject to excess non-concessional contributions tax at 46.5%. This tax must be paid by the trustee of the fund. Amounts in excess of the non-concessional contributions cap must also be returned to the member. If excess concessional contributions exceed the non-concessional contributions cap, they will also be subject to excess non-concessional contributions tax at 46.5%, resulting in an overall tax rate of 93% (ie, 15% + 31.5% + 46.5%).

Members under age 65 at any time in a financial year will be entitled to 'bring forward' the next two years worth of non-concessional contributions (based on three times the first financial year's non-concessional contributions cap). The 'bring forward' will be triggered where a member makes non-concessional contributions in a particular financial year that exceed their non-concessional contributions cap for that financial year.

If a member uses up the entire bring forward amount in the first financial year, they will not be eligible to make further non-concessional contributions until the start of the fourth financial year. However, if they do not use up the entire bring forward amount in the first year, they have three financial years over which to make contributions up to the bring forward amount. Contributions made in excess of the bring forward amount will be subject to excess non-concessional contributions tax.

Exceptions apply to contributions included as non-concessional contributions. These include:

- Government co-contributions;
- amounts contributed up to the lifetime CGT cap amount (see Item 3 of the Appendix and section 7.3);
- payments that relate to structured settlements or orders for personal injury; and
- amounts rolled-over from a taxed superannuation fund.

7.3. Small Business Contributions

Up to \$1 million may be contributed to a fund as an exception to the non-concessional contributions cap discussed above at section 7.2 in respect of amounts that relate to the small business CGT concessions in Division 152 of the *Income Tax Assessment Act 1997* (Cth) ('ITAA 1997'). These contributions form part of the tax free element in the fund.

This relief is available to the following contributions made as a result of the disposal of 'active business assets', subject to satisfying the complex criteria in Division 152 (in particular, the net asset value test):

- capital proceeds from the disposal of active assets that qualify for the 15-year exemption;
- capital proceeds from the disposal of active assets that would have qualified for the 15-year exemption except that there was no capital gain and/or the asset was a pre-CGT asset; and
- capital gains from the disposal of active assets that qualify for the retirement exemption, subject to the \$500,000 CGT retirement exemption limit in Division 152.

To be eligible for the exemption from the non-concessional contributions cap, the contribution must be made on or before the later of when the member is required to lodge their tax return and 30 days after they receive the amount qualifying for the small business concessions. Further, the member must notify the trustee of the fund of their choice to apply the exception on or before the time the contribution is made.

7.4. Superannuation Guarantee

Generally, employers are required to contribute the minimum level of employer superannuation support for each employee (ie, Superannuation Guarantee; 'SG') as required by the *Superannuation Guarantee (Administration) Act 1992* (Cth) ('SGAA'). It is important that employers ensure they make the minimum level of superannuation contributions for each employee and any other contractor or person covered by the SGAA. Note that the SGAA requires the minimum superannuation contribution to be made for payments that are wholly or principally for a person's labour.

The minimum level for each employee is 9% of the employee's ordinary time earnings. An employer is not required to contribute more than the minimum level of employer superannuation support to the extent the employee's salary exceeds the maximum contribution base (see Item 4 of the Appendix). In addition, the provisions of a Federal, State or Territory industrial award or industrial agreement may also dictate what type of fund can receive minimum employer contributions (eg, an industry fund). Subject to this qualification, an SMSF can accept superannuation guarantee contributions. There are no similar compulsory contribution rules in respect of self-employed persons.

Employers are required to comply with their SG obligation on a quarterly basis. The quarterly periods end on 30 September, 31 December, 31 March and 30 June each financial year. Employers have 28 days from the end of the relevant quarter in which to satisfy their SG obligations.

There is no requirement to provide SG support if an employee earns less than \$450 per month or the employee is under 18 years and is a part-time employee.

7.5. Choice of Fund

Most employers must give their employees a choice of superannuation fund into which each employee's superannuation guarantee contributions are paid. The fund that an employee chooses may be an SMSF, provided the employee gives their employer certain written information (including the details of their SMSF and how the employer can contribute to it). The ATO has issued a standard choice form for this purpose. Further information on the choice of fund requirements can be found on the ATO website at www.ato.gov.au.

7.6. Salary Sacrifice

A tax-effective option for employees may be to organise to 'sacrifice' some of their pre tax salary or remuneration package for additional employer concessional contributions. Salary sacrifice arrangements enable pre-tax salary to be contributed into the superannuation environment. Although a low tax rate of 15% generally applies when entering the superannuation environment, this may still be beneficial when compared to paying tax at marginal tax rate plus the Medicare levy. The potential tax benefit is only one issue to consider when deciding whether to salary sacrifice. Other issues that should be considered include a person's overall circumstances, preservation issues and income needs.

Note, salary sacrifice contributions are regarded as concessional contributions and therefore count towards a member's concessional contributions cap (see section 7.1). Care should also be taken when making salary sacrifice arrangements with an employer so as to ensure the employer still makes SG contributions (in addition to salary sacrifice contributions) based on pre-salary sacrifice salary.

7.7. Government Co-Contribution Scheme

Under the Government Co-Contribution Scheme, a member who makes non-concessional contributions to superannuation may be eligible to receive a Government co-contribution.

For every \$1.00 contributed by a member who is eligible to take part in the scheme, the Government will contribute up to \$1.50. The maximum co-contribution of \$1,500 is reduced by 5 cents per dollar where total income (ie, the sum of a person's assessable income and reportable fringe benefits total, or in the case of a self-employed person, gross assessable business income less expenses for the financial year) is over \$28,980, phasing out at a higher-income threshold of \$59,980 (for the 2007/08 financial year).

Broadly, to be eligible to take part in this scheme, a member must:

- make a non-concessional contribution in the financial year to superannuation;
- have total income below the higher income threshold for the financial year;
- be less than age 71 at the end of the financial year; and
- 10% or more of a member's total income can be attributed to engaging in activities which enable the member to qualify for SG or 10% or more of a member's total income can be attributed to carrying on a business. Note that the reduction for business expenses in respect of self-employed persons does not apply to determining if the 10% test is satisfied.

The Government Co-Contribution will form part of the tax free component once paid to the superannuation fund and, as stated above at section 7.2, will not count towards the member's non-concessional contributions cap.

The ATO administers this system by obtaining information from the taxpayer's and superannuation fund's annual tax returns.

7.8. Acceptance of Contributions

(a) Overview

Contributions can be made to a superannuation fund subject to certain tests being satisfied. The ability of a fund to accept contributions depends on the age of the member and, where they are aged 65 years or over, whether they are gainfully employed. In particular, a person aged 65 years or over must be gainfully employed on at least a part-time basis to be able to contribute to a fund (see sections 7.8(b) to 7.8(d)). 'Part-time basis' is defined, in relation to a financial year, to require employment for at least 40 hours in a period of not more than 30 consecutive days in that financial year.

A member is gainfully employed if they are employed (including self-employed) for gain or reward in any business, trade or profession. The gain or reward must be the receipt of remuneration such as wages, business income (if self-employed) or commissions in return for personal exertion. Mere receipt of investment income, by itself, does not constitute gainful employment.

Furthermore, contributions cannot be accepted by the Trustee if the member's tax file number is not provided or the non-concessional contributions cap is exceeded.

(b) Members under 65 years of age

Contributions can be accepted in respect of a member under age 65, with no requirement for them to be gainfully employed. However, possible issues can arise in relation to accessing these funds if the member has never been gainfully employed at any stage in their life (see section 8.5).

A person under age 65 at any time in a financial year (ie, age 63 or 64) may take advantage of the bring forward rule prior to turning age 65 without needing to satisfy the work test in that particular financial year or the next two financial years.

(c) Members who have reached age 65 but not age 75

Contributions can be accepted if:

- they are mandated employer contributions; or
- they are employer contributions (except mandated contributions); or
- the member is gainfully employed at least on a part-time basis (as defined above).

If the member is aged 75, the contribution must be made within 28 days after the end of the month the member attains age 75.

(d) Members who have reached age 75 or over

Contributions can only be accepted if the contribution is a mandated employer contribution.

7.9. Contributions Splitting

Generally, only employer contributions (including salary sacrifice contributions) and eligible person contributions made to a fund by or in respect of a member in the prior financial year can be split for the benefit of the member's spouse. Non-concessional contributions cannot be split.

The maximum taxed amount which can be split by a member is the lesser of:

- 85% of their concessional contributions for that financial year; and
- their concessional contributions cap for that financial year.

However, contributions cannot be split in favour of a spouse that has either attained age 65 or has attained their preservation age (refer to section 8.5) and has retired.

SMSFs do not have to allow contributions splitting. However, where this flexibility does exist, members need to forward a request to the trustee specifying details about the desired split after the end of the relevant financial year and generally before 31 October after the end of that financial year. Upon receipt, the trustee then has 90 days to effect the split.

7.10. Eligible Spouse Contributions

Where contributions are made for a spouse aged below 65 years, the contributing spouse may be entitled to a tax rebate for the contributions. A maximum \$540 rebate applies if the non-contributing spouse's taxable income is less than \$10,800. No rebate is available where the non-contributing spouse's income exceeds \$13,800. Eligible spouse contributions form part of the tax free component.

8. Benefits

8.1. Components

From 1 July 2007, a member's interest in a superannuation fund will consist of 2 components. These components are further divided into two sub-components as follows.

| Tax Free Component | Taxable Component |
|--|---|
| <i>Crystallised Segment</i> | <i>Element Taxed</i> |
| <ul style="list-style-type: none"> • Pre-1 July 1983 component • Undeducted contributions pre-1 July 2007 • CGT exempt component • Concessional component • Post-June 1994 invalidity component | <ul style="list-style-type: none"> • Post-30 June 1983 component & concessional contributions • Non-qualifying component |
| <i>Contributions Segment</i> | <i>Element Untaxed</i> |
| <ul style="list-style-type: none"> • Non-concessional contributions post-30 June 2007 | <ul style="list-style-type: none"> • For SMSFs, the element untaxed will generally only consist of insurance paid as a lump sum death benefit to non-dependants or where a pension paid on death is commuted to a lump sum after the longer of 6 months of death and 3 months of the grant of probate (see sections 11 and 12) |

8.2. Proportioning Rule

From 1 July 2007, when a member (or their dependant(s) on their death) takes a benefit (ie, lump sum or pension) from a superannuation fund, the proportioning rule will apply to the benefit. Under the proportioning rule, all lump sums and pensions drawn must consist of both the tax free and taxable components as those components make-up the member's interest in the fund (subject to certain exceptions).

Therefore, if a member's interest in a fund consists of 80% taxable component and 20% tax free component, any lump sum or pension the member draws from their fund must reflect these same proportions. The member cannot, eg, take a pension using just the taxable component or just the tax free component. Further, on death, the tax free component cannot simply be streamed to non-tax dependants.

8.3. Payment of Benefits

The sole purpose of a superannuation fund must be to provide benefits to members on retirement or on reaching their preservation age (see section 8.5), in the event of total and permanent disablement, or upon a member's death to pay a benefit to their dependants. Dependants are generally restricted to a spouse, children, and other persons who were financially dependent on, or had an interdependency relationship with, the deceased.

There are limited exceptions where benefits can be paid in other circumstances. The main exceptions are:

- to pay a member a transition to retirement income stream ('TRIS') after the member has reached preservation age (see section 10.2);
- on severe financial hardship to the extent approved by the trustee;
- on compassionate grounds to the extent approved by the trustee and the ATO;
- on termination by the member of gainful employment with an employer who has contributed to the fund where the member's benefit is a restricted non-preserved benefit;
- where the benefit is an unrestricted non-preserved benefit;
- on the temporary disablement of a member so long as the benefit is provided only to replace the income of a member as a non-commutable pension over a period which does not exceed the period of temporary disablement. Insurance can be taken out to provide for this risk but a tax deduction can only be claimed for such insurance under limited circumstances;
- a temporary resident withdrawal benefit if a person has been a resident of Australia for a temporary period;
- any other type of permissible benefit under the *Superannuation Industry (Supervision) Act 1993* (Cth) ('SISA') and *Superannuation Industry (Supervision) Regulations 1994* (Cth) ('SISR');
- the benefit is provided for other miscellaneous purposes approved by the regulator (ie, the ATO for SMSFs) in writing; or
- the benefit is cashed in favour of the Commissioner of Taxation in accordance with a release authority.

The amount of benefits available to members generally depends upon the amount in the fund. However, the fund can purchase an insurance policy to enable increased death or disability benefits to be provided.

An SMSF is generally conducted as an accumulation fund (whereby benefits accumulate in distinct accounts for members and from which entitlements can be paid on a lump sum or pension basis once a condition of release is satisfied).

The balance of a member's account will depend on a range of factors including the amount contributed to the fund by or on behalf of the member and the net earnings (after expenses and taxes) on those contributions. Unless agreed otherwise, there is no compulsion or obligation to make contributions to a superannuation fund. However, see section 7.4 regarding an employer's compulsory quarterly SG obligations.

Members should be notified of any material change as soon as practicable and of their financial position in the fund after the end of each financial year and on request. In addition, members should be provided with information relating to any changes to the fund's Deed and of such other matters required by the SISA, *Corporations Act 2001* (Cth) ('CA') and other relevant law.

Ordinarily, benefits are calculated as follows:

- in the event of the death or disablement of the member: an amount equal to the member's account balance, plus any insurance proceeds, is generally payable; or
- generally for any other event with no cashing restrictions (eg, on retirement or the member attaining preservation age): an amount equal to the member's account balance is payable.

However, benefits paid under other circumstances (eg, financial hardship) are more restricted. Further, the Trustee may have other amounts (eg, reserves) to supplement a person's benefit.

There are a range of events that may give rise to a benefit described in this PDS. Expert advice should be sought.

8.4. Types of Benefits

Broadly, the trustee may provide a benefit payable to the member as:

- a lump sum. Note that a pension must first be requested if individuals are trustees. The pension can then, if permitted by the SISR, be commuted to a lump sum. In practice, the ATO needs to be satisfied that a pension entitlement is surrendered to a lump sum benefit. If a corporate trustee is appointed, a lump sum can be paid without the need to surrender a pension entitlement;
- an account-based pension from 1 July 2007 (see section 10.1);
- an allocated pension up until 19 September 2007 (see section 10.3);
- a market linked pension up until 19 September 2007, although in certain cases a market linked pension may be commenced on or after 20 September 2007 (see section 10.4);
- an annuity which can be acquired from an approved fund. If an SMSF does not wish to have the responsibility of paying a pension and undertaking the administration of same, then the responsibility can be outsourced or transferred completely (eg, by roll-over) to another approved fund. There are various options in regards to an annuity that replicates the types of pensions and benefits discussed above provided by another complying fund;
- a miscellaneous benefit (to the extent the benefit is not one of the above). Miscellaneous benefits include the payment of an income stream on temporary disablement or payment on the grounds of severe financial hardship or compassion. The SISR provide tests that must be satisfied to access benefits for the above reasons;
- any other benefit permitted by the SISR (eg, see sections 8.3 and 10.2); or
- a combination of the above which may include more than one of each.

8.5. Preservation — Accessing Superannuation Money

The amount of benefits that can be paid before retirement from the work-force before age 55 (or up to 60 for persons born after July 1960) are significantly restricted by the preservation rules.

Broadly, the preservation rules require that all 'preserved' benefits must be retained in a superannuation fund until one of the following conditions of release occur:

- a member reaches age 65;
- a member reaches age 60 and ceases a position of gainful employment either on or after the member attained age 60 or alternatively intends to never again become gainfully employed on a full-time or part-time basis, ie, 10 hours or more per week;
- a member reaches preservation age and retires from the work-force and the member intends to never again become gainfully employed on a full-time or part-time basis, ie, 10 hours or more per week. For those born between July 1960 and July 1964 this 'preservation age' progressively increases from age 56 to age 60 (see Item 5 of the Appendix); or
- a member dies or is permanently incapacitated.

Note that once a member has attained their preservation age they may be able to access their benefits by way of a TRIS (see section 10.2).

The ability to withdraw benefits by a non-working member is limited if the person has never been gainfully employed. In these circumstances the person must generally attain 65 years to access their benefit. However, a person who becomes gainfully employed and ceases that employment after attaining their preservation age (see above) may be able to access some of their benefit.

Broadly speaking, from July 1999, all benefits contributed into a fund will be preserved, aside from any non-preserved amount accrued before that date or any non-preserved amount that is subsequently rolled-over from another fund. The maximum amount of restricted non-preserved benefits at 1 July 1999 will then be set for future years.

The non-preserved amount is split between a restricted and an unrestricted amount. Typically a member must terminate employment with an employer that has contributed to that fund to become entitled to payment of a restricted amount. However, the unrestricted amount can be paid at any time, subject to the fund's cash-flow position. Members can access unrestricted amounts without having to retire or satisfy another condition of release.

The trustee must maintain records of each member's benefit and the different components that it may comprise. It is recommended that the trustee records each contribution and the nature of each component immediately on receipt. Unless adequate records are kept, the benefit could be preserved in the fund until a condition of release is satisfied.

8.6. When a Payment Must be Made

The trustee of a fund is only required to pay out a member's benefit on the death of the member. Accordingly, a member may continue to retain funds in the accumulation phase until death. On death, a lump sum must be paid by way of an interim and final amount. Therefore, it cannot be paid by way of multiple lump sum payments.

When a benefit is paid by a fund, various reporting and notifications have to be completed primarily for taxation purposes. Prior to making any payment or withdrawal, you should seek expert advice to ensure all forms and requirements are satisfied.

8.7. Lump Sum and Pension Documentation

In order to receive benefits from a fund, a member request should be provided to the trustee of the fund and trustee resolutions or other confirming documentation prepared noting the trustee's decision to pay the benefit. Where a pension is to be paid to a member, it is prudent that a product disclosure statement, specific to the type of pension requested, is handed to the member on or before payment of the pension. Appropriate adjustments to the fund's records should also be made in the case of payment of a lump sum or pension.

8.8. Quarantining Assets and Investments

The Deed gives the trustee power to quarantine particular assets or investments transferred to or acquired by the trustee for the benefit of particular members or a class of membership in the fund.

Broadly, the trustee can quarantine assets and investments in two ways. First, the trustee can quarantine assets such that other members can potentially benefit for the asset or investment at a later date. Alternatively, the trustee can choose to quarantine assets and investments in the fund for the benefit of particular members of the fund and only those members can benefit from that asset (ie, new members cannot benefit from the asset at a later point in time). Therefore, careful consideration should be given before adopting such a restrictive approach to quarantining assets and investments in the fund.

In both cases, appropriate trustee resolutions and accounts should be prepared.

9. Taxation

9.1. Lump Sums

That part of a lump sum consisting of the tax free component is received by a member tax-free.

The taxable component (consisting of the element taxed) of a lump sum is taxed as follows:

- members younger than age 55: the amount is subject to tax at 20% plus the Medicare levy;
- members older than age 55 but less than age 60: low rate cap amount (see Item 6 of the Appendix) is received tax-free and the balance is subject to tax at 15% plus the Medicare levy. Each person only has one cumulative low tax threshold in relation to their taxable component; and
- members age 60 or older: benefits are tax free.

9.2. Pensions

Broadly, where a member is under 60 and is in receipt of a pension, the pension is taxed as ordinary income. However, a 15% tax offset applies to the assessable amount of the pension. In addition, the amount of the pension representing the tax free component (see section 8.1) will be received tax free. Once a member is 60 years or over, all pension payments are received tax free.

The tax treatment of pensions is summarised as follows:

| Age of Pensioner | Tax Treatment |
|------------------|---|
| Under 60 | Pension payment less the tax free component is subject to tax at the member's marginal tax rate less a 15% offset |
| 60 or over | Pension payments are generally received tax-free |

9.3. Forms

If the member is under 60 years of age, to the extent that the lump sum consists of a taxable component, a Tax File Number ('TFN') declaration and a Pay As You Go ('PAYG') payment summary must also be completed and lodged with the ATO.

For members under age 60, the trustee of a fund has the responsibility for withholding the required amount of PAYG tax from any payments made to members and lodging PAYG payment summaries with the ATO. Thus, the trustee needs to be registered with the ATO as an employer for PAYG tax purposes before paying a benefit from a superannuation fund to a member under age 60 that consists of the taxable component.

10. Pensions

A pension or annuity is a superannuation income stream, payable in instalments over a certain period of time. A pension can be financed from fund assets, including fund reserves. Alternatively, annuities can be purchased from an insurance company or a financial institution by a fund trustee or a member.

SMSFs can generally only provide account-based pensions (see section 10.1) or a TRIS (see section 10.2). However, up until 19 September 2007, an SMSF may also provide allocated pensions (see section 10.3) and market linked pensions (see section 10.4). Market Linked Pensions may also be commenced in an SMSF after 19 September 2007 in certain limited cases.

Each person receiving a pension from an SMSF generally must be a member and trustee (or a director of a corporate trustee). A disqualified person (basically a bankrupt, a person convicted of a dishonest act or a person disqualified from being a trustee by the ATO) cannot obtain a pension from an SMSF.

Expert advice should be obtained prior to commencing a pension as the following is only a broad overview. Such advice should, amongst other things, explain in detail the risks, benefits and entitlements of the pension and the requirements of establishing and paying such a pension. Further, appropriate pension documentation should be prepared prior to commencing the pension. A separate PDS is required to be issued in respect of conversion of a member's fund balance to a pension under the CA.

10.1. Account-Based Pensions

An account-based pension is a pension paid from a person's account balance in the fund. Therefore, an account-based pension is payable as long as there is a remaining pension account balance.

The amount paid each year must meet at least the minimum annual pension payment amount determined at 1 July each year (except the year of commencement if the commencement date is a date other than 1 July). Broadly, this is determined by multiplying the pension account balance as at 1 July by the relevant percentage factor set by the SISR, which is based on the age of the pensioner. There is no cap on the maximum pension payments that may be received in any one year. The annual pension amount and the account balance of an account-based pension may fluctuate from year to year depending of the types of investments held and the performance achieved.

The account balance can be paid as a lump sum at any time. Thus, an account-based pension is flexible because the pension can be obtained without losing access to capital. Further, any remaining balance can be given to dependants or beneficiaries upon the pensioner's death.

10.2. Transition To Retirement Income Stream

A member who has reached their preservation age (see section 8.5) is able to commence a TRIS, even if they have not satisfied a condition of release. Broadly, a TRIS is an account-based pension that has certain restrictions on commutation of the pension. Further, pension payments are limited to 10% of the account balance, determined as at 1 July each year.

The TRIS is designed to provide people with access to their superannuation moneys upon attaining their preservation age without having to retire.

Generally, a TRIS cannot be commuted (ie, converted to a lump sum) unless:

- the member was able to access the moneys before the TRIS was commenced; or
- since the commencement of the TRIS, the member has satisfied a condition of release (see section 8.5).

If either of these conditions do not apply then while the member cannot cash out their benefits, the moneys are able to be rolled-back into the accumulation phase (ie, the pension ceases).

Note that when a member who is receiving a TRIS satisfies a condition of release after commencing the pension, the restrictions on the ability to commute the income stream and the 10% cap on annual pension payments become redundant and the pension is the equivalent of a normal account-based pension.

Note also that where a member wishes to cease a TRIS (at any stage), any amounts that are still preserved must be rolled-back into superannuation, ie, they cannot be cashed out of the fund as a lump sum. However, the ability to cash benefits that were able to be cashed out prior to the commencement of the pension is not affected.

10.3. Allocated Pensions

An allocated pension is a pension paid from a person's account balance in the fund. An allocated pension can only be commenced up until 19 September 2007. The amount paid each year must be between the relevant minimum and maximum limits set by the SISR. The account balance can be paid as a lump sum at any time. Any remaining balance can be given to dependants or beneficiaries upon the pensioner's death.

An allocated pension may be transferred to an account-based pension, without a need to roll-back the allocated pension from 1 July 2007. Appropriate supporting documentation and disclosures, including a PDS, to the member should be made in this case.

Alternatively, a non-commutable allocated pension can be commenced up until 19 September 2007. Note that where a member wishes to cease a non-commutable allocated pension (at any stage), any amounts that are still preserved must be rolled-back into superannuation, ie, they cannot be cashed out of the fund as a lump sum. However, the ability to cash benefits that were able to be cashed out prior to the commencement of the pension is not affected.

10.4. Market Linked Pensions

A market linked pension (also known as a 'term allocated pension') can generally only be commenced up until 19 September 2007. This pension allows any variation in the value of the investments supporting the pension to be reflected in the annual pension payment.

The annual pension payment is determined by dividing the account balance of the market linked pension by a payment factor that is based on the remaining term of the pension. Very generally, the term of the pension is chosen by the pensioner and must be one of the following terms.

| Reversionary Pension? | Allowable Terms ¹ |
|---|---|
| No, or is reversionary to a spouse with a life expectancy that is less than the member's life expectancy. | A term that is between the life expectancy of the member and the difference between the age of the member at their last birthday prior to the commencement of the market linked pension and 100 years. |
| Yes, to a spouse with a life expectancy that is greater than the member's life expectancy. | <ul style="list-style-type: none"> As for non-reversionary pension; or A term that is between the life expectancy of the spouse and the difference between the age of the spouse at their last birthday prior to the commencement of the market linked pension and 100 years. |

¹ If the term calculated is not a whole number it is rounded up to the nearest whole number. Note that if a market linked pension is commenced on or after 20 September 2007, restrictions apply to the choice of the allowable term.

A pension payment must be made each financial year and must be pro-rated if commenced part way through the first year.

There is limited ability to commute a market linked pension. The pension can be commuted to the member's estate on their death if there is no reversionary beneficiary. However, if there is a reversionary beneficiary who is a spouse with a longer life expectancy and the spouse's life expectancy or age has been used to determine the term, the pension must be paid to the spouse following the death of the original beneficiary as a pension.

Only 50% of a member's interest in a market linked pension commenced before 20 September 2007 is excluded from the assets test used by Centrelink to determine eligibility for the social security pension.

The annual pension amount and the account balance of a market linked pension may fluctuate from year to year depending of the types of investments held and the performance achieved.

Alternatively, a non-commutable market linked pension can be commenced up until 19 September 2007. Note that where a member wishes to cease a non-commutable market linked pension (within six months), any amounts that are still preserved must be rolled-back into superannuation, ie, they cannot be cashed out of the fund as a lump sum. However, the ability to cash benefits that were able to be cashed out prior to the commencement of the pension is not affected.

10.5. Lump sums and Pensions

A long-term view should generally be taken when accessing superannuation benefits.

Therefore, the optimal benefit mix may be a combination of lump sum and pensions, rather than just one of the pensions described above. A significant tax advantage of a pension is that once the fund starts to pay a pension, the fund is exempt from income tax in respect of those assets used to pay the pension. However, extra administrative work may be involved in maintaining a pension in the fund. An actuarial certificate is generally required each year where the pension assets are not segregated. Broadly, segregation requires setting aside assets to fund a pension and tracking the earnings and expenses in respect of these assets. Expert advice should be obtained to ensure the optimal benefit mix is obtained in the case of each member.

11. Insurance

The trustee can take out insurance in respect of a member's death, disablement (temporary or permanent) or both.

The amount of a member's benefit where insurance is received (eg, upon their death or disablement) is generally the balance in their member account plus any policy proceeds. Otherwise, the amount is generally determined solely by reference to the account balance.

The ability to pay for a death benefit via a tax-deductible insurance policy provides an opportunity to increase a member's benefit in a tax effective manner. Tax dependants receive insurance proceeds tax-free. However, non-tax dependants will be taxed at 31.5% on a lump sum death benefit to the extent it consists of an element untaxed. If a tax dependant commutes a pension paid to them on the death of a member that contains insurance proceeds after the later of six months of death and three months of the grant of probate, the element untaxed will be subject to tax as follows:

| Age | Not exceeding low rate cap amount ¹ | Not exceeding untaxed plan cap amount ² | Exceeding untaxed plan cap amount ² |
|-----------|--|--|--|
| < 55 | 31.5% | 31.5% | 46.5% |
| 55-<60 | 16.5% | 31.5% | 46.5% |
| 60 & over | 16.5% | 16.5% | 46.5% |

¹ See Item 6 of the Appendix

² See Item 7 of the Appendix

It should be noted that the premium on a term life or disability policy paid by a fund may be tax-deductible to the fund depending on the type of policy.

It is critical that members consider any impact that changing funds may have on their insurance entitlements. While insurance can be effected in an SMSF, it may not be as cost effective as a public offer fund. Some people may also have difficulty obtaining insurance cover if they have health or other medical conditions.

Expert advice should be obtained regarding what type of insurance is appropriate, if any, and what tax and other implications should be considered.

12. Estate Planning

12.1. Payment of Death Benefits

Subject to where a binding death benefit nomination ('BDBN') (see section 13) is in place, the trustee is given the power to choose between paying a deceased member's benefit directly to the deceased member's dependants or to the executor or legal personal representative ('LPR') of the deceased member's estate, to be dealt with in accordance with their Will.

If a member dies on or after 1 July 2007, the trustee may only pay a deceased member's benefits directly to their dependants as follows:

- to a tax dependant: as a pension or lump sum death benefit, and if the dependant is a child of the member:
 - the child is under 18 years of age (and the pension must generally be commuted on the day the child attains age 25); or
 - the child is financially dependent on the member and less than 25 years of age (and the pension must generally be commuted on the day the child attains age 25); or
 - the child is permanently disabled; or
- to a non-tax dependant: as a lump sum death benefit.

In the case of direct payment of a death benefit from a superannuation fund, nominated dependants are paid despite entitlements (if any) of the dependant under the estate of the deceased member. This can be an advantage as family disputes relating to a deceased person's affairs can delay or reduce entitlements under a deceased estate.

An executor or LPR can generally only act as a trustee (or director of a corporate trustee) of an SMSF up until the time that death benefits commence to be payable. If the fund has individual trustees, the Deed allows a member to nominate a successor trustee on their death or loss of legal capacity. If the fund has a corporate trustee, the shareholders in the company can appoint the successor directors.

12.2. Consequences for Wills

A member's superannuation does not form part of their estate unless the trustee of the deceased's superannuation fund pays their interest in the fund to their LPR. Therefore, care must be taken in preparing a person's Will to cater for the event that superannuation forms part of the deceased member's estate. Wills should be reviewed on a regular basis with professional assistance to ensure that consequences under superannuation funds and trusts, in which the member is also involved, are adequately dealt with.

There is much to be gained in consulting professionals with expertise in Wills, tax and superannuation to ensure that all planning is integrated to ensure the right assets pass to the right persons at the right time.

12.3. Tax Payable on Death Benefits

An amount paid by a superannuation fund upon the death of a member depends on whether the member is a dependant for tax purposes. A dependant for tax purposes includes a child under age 18, or any person who was financially dependent on or in an interdependency relationship with the pensioner. Accordingly, an adult child will generally be taxed as a non-dependant. The tables below indicate how lump sums and pension are taxed on the death of the member:

| Lump sum Death Benefit | Tax Treatment |
|--|---|
| Dependant | <ul style="list-style-type: none"> Entire balance received tax-free |
| Non-Dependant | <ul style="list-style-type: none"> Tax free component received tax-free Taxable component is taxed at 16.5% |
| Pension Death Benefit | Tax Treatment |
| Pensioner is age 60 or over | <ul style="list-style-type: none"> Payment to dependant is received tax-free |
| Pensioner under age 60 but dependant is age 60 or over | <ul style="list-style-type: none"> Payment to dependant is received tax-free |
| Pensioner under age 60 and dependant under age 60 | <ul style="list-style-type: none"> To the extent the pension payment reflects: <ul style="list-style-type: none"> a taxable component, it is taxed at the dependant's marginal rate less a 15% tax offset a tax free component, it is tax-free Pension payments will become tax-free once the dependant attains age 60 |

Note, the above table assumes that the taxable component consists of the element taxed only. For the treatment of the element untaxed where insurance is paid on death, see section 11.

Given the considerable tax concessions available in respect of benefits paid to dependants, most funds are encouraged to take out suitable insurance policies. However, extra tax will apply if such proceeds are paid to non-dependants (see section 11).

There are also some tax deductions that may be available to the fund upon a member's death. Expert tax advice should be obtained to ensure these deductions are maximised.

13. Binding Death Benefit Nominations

13.1. What is a Binding Death Benefit Nomination?

A BDBN offers certainty to a member as to how their superannuation will be paid on their death. This is because the trustee is bound to pay a deceased member's benefit to the dependants nominated in the BDBN as opposed to the payment being left to the discretion of the trustee. That is, in an SMSF context, if no BDBN is made, the successor trustee (generally, the surviving spouse or children) can exercise discretion as to who gets the deceased member's superannuation benefit. However, a BDBN can also restrict flexibility as to payment of benefits on death and could be problematic where a member has not updated their BDBN to reflect changes in their circumstances.

The manner in which the member's benefit is to be paid can also be specified in the BDBN, subject to section 12.1).

Note that the nomination of a preferred dependant in the 'Application for Membership' form that accompanies the Deed is of some importance. This form should be carefully completed and reviewed by members from time to time to ensure it reflects their current wishes. However, unlike a BDBN, this is considered a non-binding death benefit nomination, and accordingly, the trustee is still able to utilise its discretion in paying out member benefits. However, the trustee is required to take this nomination into account.

13.2. Who can be Nominated

As previously mentioned, a BDBN directs the trustee to pay a member's benefit upon death to their dependants or LPR. For superannuation purposes, 'dependant' includes a spouse of the member, a child of the member, and a person who was either financially dependent on the member or in an interdependency relationship with the member at the time of the member's death.

A 'spouse' includes a person, who, although not legally married to the member, lives with the member on a genuine domestic basis as the husband or wife of the member. A same sex partner is not considered a spouse of the member, but may qualify as a dependant under the interdependency relationship definition discussed below.

In addition to biological children, a 'child' also includes an adopted child and a step-child of the member. It is important to note, however, that a step-child of a member will cease to be a step-child if the child's natural parent predeceases the member or the member and natural parent divorce. A member can only pay their benefit to a former step-child (ie, after the natural parent's death or divorce) if that person is financially dependent on or in an interdependency relationship with them at the time of the member's death, or the benefit must be paid to the member's LPR with appropriate provision in their Will for that former step-child.

A person is in an 'interdependency relationship' with the member if they live with the member as part of a close personal relationship with the member, and one or each of them provides the other with personal care and financial and domestic support. Alternatively, a person can also be in an interdependency relationship with the member if they are in a close personal relationship with the member, but do not satisfy the other criteria as either one or both of them are being cared for professionally as they suffer from a physical, intellectual or psychological disability.

13.3. Issues to Consider before Signing

Before a BDBN is considered, a review of the fund's Deed should be undertaken to ensure that it enables a BDBN to be made. The Deed provides for such a nomination to be made.

It is important to note that the Deed does not require a BDBN to expire at the end of three years. Most superannuation funds automatically require a BDBN to expire at the end of three years. Nevertheless, once a BDBN is made, it should be reviewed on a regular basis to take into account the member's changing circumstances. Accordingly, it is generally recommended that a BDBN be reviewed and, if needed, revised at least every three years.

A simplified BDBN form is provided as an annexure to this PDS. This form allows the member to nominate their dependants or their LPR as the recipients of their death benefit. The proportion of benefit distributed to the dependants or LPR must total no more than 100%.

The BDBN form provided as an annexure to this PDS does not cover the situation where the nominated dependants may predecease the member, allowing a further level of nomination. It also does not allow the member to nominate how the benefit is to be paid, ie, by way of pension or lump sum.

A lawyer can draft a detailed BDBN which specifies to whom the benefit is to be paid if the first named dependants predecease the member. This may be appropriate in some cases to ensure that all circumstances are addressed and that the BDBN does not fail because the named persons have predeceased the member.

For example, a member may wish to have their death benefit paid to their spouse; however, if the spouse does not survive them, then they may want their benefit to be paid to their children. Provision may also be made to cover the situation where the member's children have predeceased them but have children of their own (ie, the member's grandchildren) who have survived them. However, typically this would involve amending the person's Will as well.

A BDBN which covers the above situations requires special drafting and consideration of the member's circumstances. Each member's Will should also be reviewed in conjunction with preparing a BDBN. Note that it is recommended that a BDBN be prepared by a lawyer with superannuation and estate planning expertise as there is a vital link between a person's Will and their BDBN.

14. Complaints and Cooling-Off

Members should discuss any query or complaint they may have in relation to the fund in the first instance with the trustee. Although the trustee will generally attempt to accommodate member's wishes and resolve complaints, the trustee is bound to act in accordance with the Deed, and the trustee's decision will be final and binding. If the trustee is unable to resolve a dispute, legal advice should be sought. SMSFs are specifically excluded from the Superannuation Complaints Tribunal's jurisdiction; thus, there is no special external disputes resolution system for SMSFs and they must therefore turn to the general legal system. In any event, trustees should be given the opportunity to respond to any complaint or dispute.

Members should note that no 'cooling-off' regime applies to an SMSF. Thus, there is no easy way to cease to be a member and have contributions to the SMSF returned. Once a contribution is made it is preserved in the superannuation system and members can generally only obtain access to such moneys if they retire after reaching their preservation age. Members will be advised by the trustee about any commission, or other similar payments, that may impact on the amount of members' accounts.

15. Additional Details provided by the Trustee

This PDS must provide all information that a reasonable person would require in relation to their membership of an SMSF. However, given that certain features of an SMSF depend upon how it will be managed, its assets invested and the future plans for the fund and its members, the trustee has disclosed such further information that cannot be included in a pro-forma PDS on the following pages. Accordingly, in so far as the PDS does not contain all the information required to be contained in a PDS under the CA, the authors of this PDS, their officers, employees and agents disclaim liability for any loss or damage however arising.

15.1. Additional Information

Trustee to complete this part before handing PDS to each member

(a) The costs of the superannuation interest.

Unless otherwise stated below, costs may include (but are not limited to) accounting, investment advice, transaction costs, and ongoing administration costs.

The nature and level of costs will depend on, amongst other things, the level of turnover of investments in the fund, the number of transactions and the costs for administering these. The trustees can seek to minimise these costs by undertaking some of these tasks themselves or incur costs to engage others to assist, eg, accountants and financial advisers.

Usually, expenses will be allocated at least annually on a proportionate basis among members' accounts. However, the trustee does have power to debit to allocate expenses on a different basis, eg, the trustee allows the members to choose different investment portfolios, then there can be selective allocations of earnings and expenses based on these portfolios.

The trustee should not charge any commissions or fees while the trustee acts as trustee for an SMSF. However, the fund may incur commissions and similar fees in respect of its investments (eg, if the fund was to invest in a managed investment trust or public offer fund). Members will be advised by the trustee of any commission or other similar payments that may impact on the amount of member's accounts.

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.....

(b) The costs payable by a member in respect of the superannuation interest after its acquisition and the times at which those amounts will or may be payable.

Unless otherwise stated below, costs payable by a member are largely related to the costs incurred by the trustee in administering the fund as outlined above at (a) and complying with the regulatory requirements. The trustee of the fund does not charge a fee merely in respect of the member's interest and there are no entry and exit fees.

.....

.....

(c) Information regarding any commission or other fees, expenses or charges that may be incurred by the fund.

Refer to (b) above. No commissions or other fees, expenses or charges are imposed by the trustee unless otherwise stated below.

.....

.....

(d) Information regarding investments of the fund and the fund's proposed investment strategy. The trustees should ensure they have a detailed investment strategy and review it on a regular basis and give such information to the members at the earliest available opportunity.

Refer to trustee resolutions or other documentation detailing the fund's investment strategy or as otherwise provided below.

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(e) If the trustee takes into account labour standards for the purpose of selecting, retaining or realising the investment, further detail should be provided as to:

- (i) the policy or standards that the trustee considers to be labour standards for that purpose; and
- (ii) the extent to which the trustee takes that policy or those standards into account in the selection, retention or realisation of the investment.

Labour standards will not be taken into account unless specified here.

.....

.....

- (f) **If the trustee takes into account environmental, social or ethical considerations for the purpose of selecting, retaining or realising the investment, further detail should be provided as to:**
- (iii) the policy or standards that the trustee regards as environmental, social or ethical for that purpose; and
 - (iv) the extent to which the trustee takes that policy or those considerations into account in the selection, retention or realisation of the investment.

Environmental, social and ethical issues will not be taken into account unless specified here.

.....

.....

- (g) **Information that might have a material influence on the decision of a reasonable person to become a member of the fund or any other information the trustee considers relevant.**

Refer to information detailed in this PDS and as may be provided below.

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- (h) **Any other relevant or material information should be inserted below or on a separate annexure.**
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Please contact the trustee at the address shown on the front cover of the SMSF PDS if you require any further information:

| | |
|------------------------------|-------------------------|
| Signed by the Trustee | MD x <i>M. Rapes</i> |
|------------------------------|-------------------------|

APPENDIX: FIGURES FOR 2007/08

Item 1 Concessional Contributions Cap

\$50,000* per person per financial year

* A transitional concessional contributions cap of \$100,000 per person per financial year applies to persons aged 50 years or over

Item 2 Non-Concessional Contributions Cap

\$150,000 per person per financial year

Item 3 CGT Cap Amount

\$1,000,000

Item 4 Superannuation Guarantee Charge

Maximum Contribution Base per Quarter: \$36,470

Item 5 Preservation Age

| Date of Birth | Preservation Age |
|---|------------------|
| Before 1 July 1960 | 55 years |
| During the year 1 July 1960 to 30 June 1961 | 56 years |
| During the year 1 July 1961 to 30 June 1962 | 57 years |
| During the year 1 July 1962 to 30 June 1963 | 58 years |
| During the year 1 July 1963 to 30 June 1964 | 59 years |
| After 30 June 1964 | 60 years |

Item 6 Low Rate Cap Amount

\$140,000

Item 7 Untaxed Plan Cap Amount

\$1,000,000

MEMBER CONTRIBUTION NOTICE

(The Member below understands that a form to this effect is required before a tax deduction is claimed)

TO: The Trustee

FROM: (Member's Name)

This notice confirms that I will be making a total contribution of the amount set out at A below to the Fund for the year ending 30 June 200 .

In accordance with section 290-170 of the *Income Tax Assessment Act 1997* (Cth) ('ITAA 1997'), I give notice that the amount set out at B below will be claimed as a tax deduction under section 290-150 of the ITAA 1997.

No part of this amount has previously been claimed as a deduction or included in a section 290-170 notice. I also declare that:

- (a) less than 10% of the total of my assessable income and reportable fringe benefit total is attributable to employment activities; and
- (b) no amount shown below has been treated as a splittable contribution for my spouse.

The amount set out at C below is contributed as a non-concessional contribution.

| | | |
|----|-------------------------------|----|
| A. | Total Contribution | \$ |
| B. | Concessional Contribution | \$ |
| C. | Non-Concessional Contribution | \$ |

I understand that while I may be eligible for a deduction in respect of all concessional contributions I make, any concessional contributions I make in excess of my concessional contributions cap may be subject to excess concessional contributions tax and excess non-concessional contributions tax as follows:

| Relevant Contributions Cap | Tax Rate |
|--|----------|
| Up to the Concessional Contribution Cap | 15% |
| In excess of the Concessional Contributions Cap although within the Non-Concessional Contributions Cap | 31.5% |
| In excess of the Non-Concessional Contributions Cap | 46.5% |

* Note these amounts apply to the 2007/08 financial year only.

DATED

SIGNED

Member Contribution Confirmation

TO: The Member

FROM: The Trustee

The Trustee confirms the receipt of the above notification on _____
A copy of this notice will be kept by the Trustee.

DATED

SIGNED by the Trustee

BINDING DEATH BENEFIT NOMINATION

This Binding Death Benefit Nomination ('BDBN'), when completed, will provide a binding direction to your trustee as to whom your death benefit is to be paid upon your death. Please read section 13 of the PDS before completing this BDBN. We strongly recommend that you contact your adviser and your lawyer before completing this BDBN due to the risks of adversely impacting your estate plans if this task is not properly completed.

SUPERANNUATION FUND DETAILS

Name: _____

TRUSTEE DETAILS

Name: _____

Address: _____

MEMBER DETAILS

Name: _____

Address: _____

BINDING DEATH BENEFIT NOMINATION DETAILS

I revoke all of my prior binding and non-binding death benefit nominations and declare this to be my last BDBN.

I **DIRECT** the Trustee or any other company or natural person(s) that is the trustee at or after the date of my death to pay any benefit that may be payable in respect of my membership of the fund ('Benefit') on my death as follows:

(Please tick appropriate box(es))

☐ **My Dependants**

| Name | Address | Occupation | Relationship to member | Share of Benefit% |
|------|---------|------------|------------------------|-------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

AND/OR

☐ **My Legal Personal Representative**

| | |
|----------------------|-------------|
| | |
| Total Benefit | 100% |

EXECUTION

Member:

Signed by the Member the said

in the presence of us both being present
at the same time who at the Member's request
and in the Member's presence and in the
presence of each other have hereunto subscribed
our names as attesting witnesses:

| | | |
|--------|------------------------------|---|
| Client | | |
| To | FUND REGISTER | ✓ |
| A | Trustee Minutes | |
| B | Current Financial Statements | |
| C | Investment Details | |
| D | Member Details | ✓ |
| E | Employer Details | |
| F | Sundry | |
| G | Deed | |
| | Other (specify) | |

Member's signature

Date ----/----/----

Witnesses:

Witness 1

Signature

Full Name

Home Address

Occupation

who declares that they have been present when the
Member has signed this BDBN

Date ----/----/----

Witness 2

Signature

Full Name

Home Address

Occupation

who declares that they have been present when the
Member has signed this BDBN

Date ----/----/----

Trustee:

Signed as confirmation that the Trustee has confirmed and accepted the BDBN.

Trustee/Director

Trustee/Director

Trustee/Director

Trustee/Director

Date ----/----/----



**J & M DRAPES RETIREMENT FUND
2022-2023 FINANCIAL YEAR**

INVESTMENT STRATEGY

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1 Introduction

The crucial area of responsibility for a Trustee of a Self-Managed Superannuation fund ("SMSFs") is investment management of the fund. Under the Superannuation Laws (the *Superannuation Industry Supervision Act 1993 - SISA*) the Trustee of every SMSF is required to set an investment objective and in addition prepare and implement an investment strategy for the fund. The investment objective and strategy must reflect the purpose and circumstances of the particular super fund and have particular regard to:

- Investing in such a way as to maximise investment returns for retirement purposes for all members of the SMSF and in that regard consider the risk associated in holding the investment.
- Ensuring that there is appropriate diversification in investments and consideration of the benefits of investing across a number of different asset classes (for example shares, property, fixed interest, cash, etc);
- The ability of the super fund to pay benefits as well as other costs of the superannuation fund as they become due and payable which may include the repayment of principal and interest where the Trustee of the fund undertakes Limited Recourse Borrowing Arrangement.
- The necessity of the Trustee to consider the insurance needs and requirements of all members of the SMSF.

An appropriate investment strategy should set out the investment objectives of the super fund and detail the investment methods the Trustee of the fund may use to achieve those objectives. Trustees must ensure all investment decisions are made in accordance with the investment strategy and that they are in writing – *this is the law*. Trustee also needs to ensure that they prepare, implement and regularly review the SMSF'S investment strategy.

Investment Rules are one of the most important requirements of the SISA and breaches of this requirement can result in the Trustee being fined or sued for loss or damages. In addition, the super fund can lose its complying status.

Whilst Trustees are not prevented from engaging or authorising other persons to act on or to do certain things on their behalf (e.g. engaging the services of an investment adviser or financial planner), they are bound to retain control over the fund. Ultimate responsibility and accountability for running the fund in a prudent manner lies with the Trustees.

For more information go to the Australian Taxation Office (ATO) website.

2 Investment Strategy Guideline – The Commissioners View

The ATO has released important guidelines in relation to investment objectives and investment strategies for Trustees of an SMSF and their advisers. An investment strategy should set out the investment objectives of the fund and detail the investment methods the Trustees may adopt to achieve these objectives.

The key obligations raised by the ATO concerning the fund's investment objectives and investment strategy are as follows:

- The Trustees of an SMSF are solely responsible and directly accountable for the prudential management of their member's benefits. They can use an adviser but ultimately, it is the Trustee who retains responsibility;
- As part of this prudential responsibility, the Trustees of an SMSF are required to prepare and implement an investment strategy for the superannuation fund;
- The strategy must reflect the purpose and circumstances of the fund and have particular regard to the membership profile, benefit structure, tax position and liquidity requirements of the fund;

- An investment strategy should set out the investment objectives of the fund and detail the investment methods the Trustees may adopt to achieve those objectives;
- It is the Trustees duty to make, implement and document decisions about investing fund assets and to carefully monitor the performance of those assets;
- The Trustees must ensure all investment decisions are made in accordance with the investment strategy;
- The investment strategy must be regularly reviewed;
- Insurance must be considered for all members of the fund; and
- Breaches of the investment strategy requirement may result in the Trustees being fined or sued for loss or damages. In addition, the fund could lose its complying status.

WHY AN INVESTMENT STRATEGY IS IMPORTANT

Where the fund does not complete an investment strategy or the ATO is of the view that the purported investment strategy does not amount to an investment strategy at all then there may be a breach of SIS Reg 4.09.

The breach may result, as noted in the ATO guidelines, in the following:

- The Trustee being liable to a monetary fine; the Trustee being able to be sued for any loss or damage caused as a consequence of the Trustee making an investment not covered by an investment strategy;
- The Superannuation Laws provide a defence to Trustees against an action for loss or damage suffered as a result of the Trustee making an investment. This defence is available when the Trustee can show that the investment was made in accordance with an investment strategy formulated and implemented under the investment strategy rules. If there is no investment strategy then members of the fund may sue the Trustee for any loss or damage to their member benefits as a result of the Trustee making an investment not in accordance with the fund's investment strategy.
- The existence of a statutory defence allows Trustees to focus on the overall risks of the total investments, rather than the risk attached to each investment in isolation. This enables the Trustee to invest fund assets according to the investment strategy in what might, when considered in isolation, appear to represent a rather risky investment.

This emphasises the importance for Trustees to document their considerations and approaches to investment decision. An investment strategy must be reviewed regularly.

3 Investment Restrictions for SMSF trustees

SMSFs are restricted in the investments they can make. These restrictions aim to protect superannuation fund members from being overly exposed to risk and aim to ensure that the assets of the fund may be available to provide retirement income rather than providing current day support. In accordance with SISA the Trustees may not:

- Lend money or give other financial assistance to a member or a relative of a member of the fund. The use of superannuation assets by a member or members relative for no cost or on a guarantee to secure a personal loan would be in breach of the investment restrictions [SISA S65(1)].
- Intentionally acquire an asset from a member or a relative of a member of the fund (related party) unless it meets the following criteria: [SISA S66]
 - The asset is business real property, or a listed security; and
 - Is acquired at market value;
 - The asset is an "in-house asset" which, after being acquired by the Trustees would not result in the level of "in-house assets" of the fund exceeding more than 5% of the superannuation fund assets.

- Borrow any funds, other than to overcome cash flow problems in the payment of benefits or surcharge liabilities. Any borrowings may be restricted to a period not exceeding 90 days and may not exceed 10% of the market value of the fund's total assets. [SISA section 67]. However, the trustee of the fund may borrow pursuant to a limited recourse loan arrangement under SISA sections 67A and 67B to acquire a single acquirable asset that is allowed to be acquired by the Trustee of the fund.
- Acquire any fund assets for amounts other than arm's length consideration. Investments must be made and maintained on a strict commercial basis and any related party arrangement must not favour the related party although in certain conditions it may favour the Trustee of the SMSF. The purchase and sale price of super fund assets and the income from the assets should duly reflect a true market rate [SISA section 109].
- Trustees should consider the costs associated with the asset (i.e.: insurance costs particularly where there is an SMSF Borrowing). Also, where a fund acquires an asset which is utilised by the member at no cost, a breach of the Sole Purpose Test may have occurred.

4 The fund's Investment Guidelines

Trustees of SMSFs are responsible for determining investment strategies and selecting investments for each strategy consistent with the fund's investment objectives and more importantly the fund's purpose. The Trustee is responsible for monitoring on an ongoing basis whether investments remain consistent with investment strategies and remain appropriate for the fund. The Trustees are also responsible for periodically informing members of the fund's investment strategies and objectives. The Trustee of the fund may make and maintain an investment strategy for a single member of the fund or a specific superannuation interest in the fund such as a member's pension.

The governing rules of the fund allow the Trustee to invest in any or all (but not limited) to the following investment types:

Cash Management Trust

Prior to investing in any cash management trust, the Trustee should consider the rate of return and security of such investment against the expected rate of return offered by alternative investments to cash.

Debenture/Mortgage Funds

Prior to investing in any debenture/first or even second mortgage, the Trustee may consider the period of investment, the security offered, the accessibility of funds, the return, and likely interest rate movements. As there have been a number of failed debenture and mortgage funds in the past decade the Trustee should seek professional advice before investing in this type of asset class.

Unit Trusts

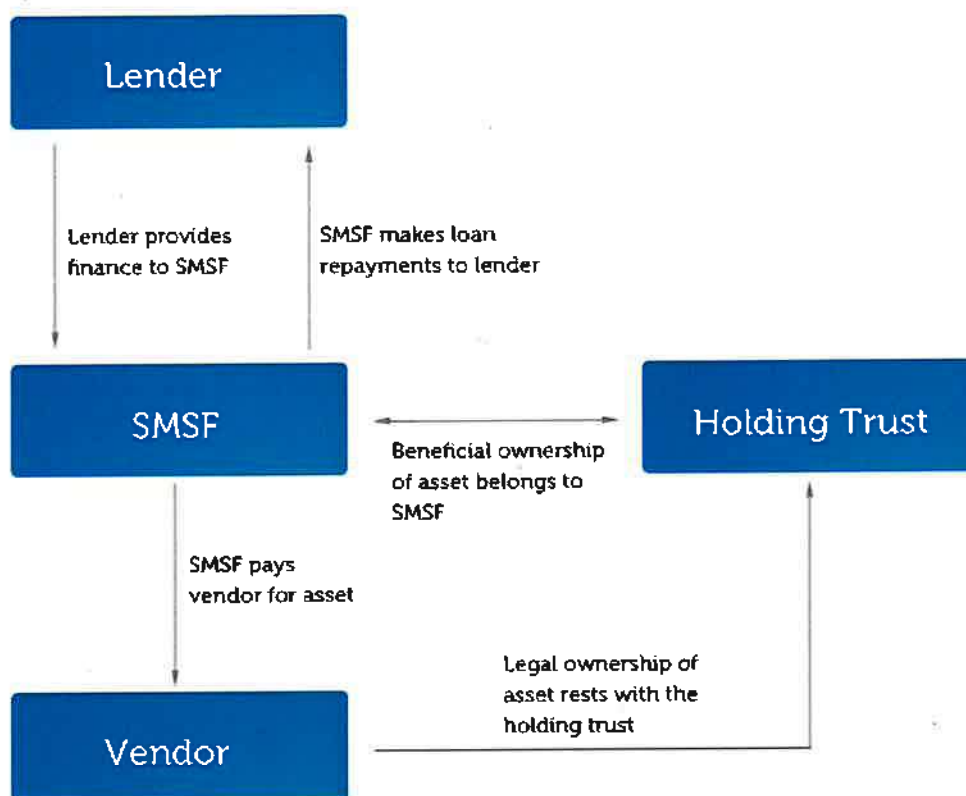
Prior to acquiring or disposing of any units in an unlisted unit trust the Trustee may:

- Obtain appropriate advice on whether the investment would constitute an impermissible in-house asset of the fund under SISA; and
- Obtain and consider valuations of all real and other property held by the unit trust to ensure the price of the units reflect true market value.

The Trustee may also ascertain the intentions of the Trustee of the unit trust in relation to borrowings (if any) and the use of the property as security.

Limited Recourse Borrowing Arrangement – SMSF Borrowing

SMSFs can now borrow via a limited recourse loan arrangement pursuant to section 67A of SISA. This must be done with the following structure:



Prior to using a Holding Trust for the purposes of a limited recourse loan the Trustee of the fund is to secure appropriate borrowing from a bank, credit union or even a related party and at the same time ensure the arrangement meets the limited recourse lending rules under the Superannuation Laws, does not breach any other laws and that the underlying property to be acquired is one that can be acquired by the Trustee. It must be a single acquirable asset such as commercial property or residential property.

The trustee is to include the value of the attached liability for the purposes of this investment strategy either directly or as a net value of the single acquired asset subject to the limited recourse loan arrangement.

Shares – Public Company

Prior to acquiring (or disposing) of any shares in public companies, the Trustee may consider the portfolio profile of the fund and the diversification of shareholding across different market sectors (industrial, retail, banking, mining and other sectors) with a view to attempting to obtain a reasonable diversification within the available assets. The Trustee may also consider advice in relation to expected capital growth and dividend income from the shareholding.

Shares – Private Company

Prior to acquiring or disposing of any shares in non-associated proprietary companies, the Trustee may obtain a valuation to satisfy itself that the price of the shares reflects true market values and constitute a prudent investment/disposal.

The Trustee may also consider the saleability, security and dividend return of the shares and may ensure that the acquisition is not an in-house asset beyond acceptable limits.

Direct Property

Prior to acquiring or disposing of any property to be held directly by the fund both within and outside Australia, the Trustee may obtain and consider property and rental valuations to satisfy the Trustee that the price of the property reflects the true market value and constitutes a prudent investment/disposal on an arm's length basis.

In obtaining a tenant (if any) for any property held by the fund, the Trustee may only enter into a lease with a fund member-, employer sponsor or their SISA Part 8 Associates where to do so would not constitute an impermissible in-house asset of the fund under SISA and provided that a written lease agreement is made, and the transaction is entered into on an arm's length basis with regular rental reviews. The Trustee should seek legal advice where a lease to a related party is contemplated.

In determining the proportion of fund assets to be invested directly in property, the Trustee may consider the liability profile and liquidity requirements of the fund.

Agribusiness Investment

Prior to investing in Agribusiness, the Trustee should consider the profile of the fund and seek expert advice on the appropriateness of the investment. Trustees should consider the protection, performance, risk and return (capital growth, liquidity and potential income) before acquiring investments in agribusiness. The Trustee should also consider the costs associated with the asset such as ongoing rent and maintenance and insurance costs.

Derivatives

Prior to investing in derivatives, the Trustee should have in place appropriate policies for their use, adequate controls on the use of derivatives and adequate checks on compliance with those controls.

For a derivative transaction to be allowed on existing investments, the Trustee must have prepared a Derivatives Risk Statement and only be entering into such a transaction for the purposes of:

- hedging against risk, not for speculation and;
- ensuring that the fund is not exposed to an asset class outside the limits set out in the investment strategy.

In-House Assets and Acquisition Restrictions

An in-house asset is where the Trustee of the fund invests, lends money or otherwise permits a related party of the fund to use an asset of the fund. Although an in-house investment is not directly prohibited – excluding loans to members or their relatives, there is a 5% limit on the amount of in-house assets an SMSF can hold.

The Trustee must not acquire an asset contrary to the restrictions contained in SISA with respect to fund members, employer sponsors or their Part 8 associates under SISA.

If in any doubt about the validity of an investment decision, the Trustee should seek professional advice or contact the ATO for assistance.

5 The Fund's Valuation Requirements

SIS Regulation 8.02B requires that when preparing accounts and statements required by subsection 35B(1) of the SISA, an asset must be valued at its market value. The term 'market value' takes the same meaning as provided in subsection 10(1) of the SISA, that is, the amount that a willing buyer of an asset could reasonably be expected to pay to acquire the asset from a willing seller if the following assumptions were made:

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

6 Insurances in the Fund

As noted previously the SISR has been changed to include a requirement for Trustees of the fund to investigate whether the trustees of the fund should hold a contract of insurance that provides insurance cover for one or more members of the fund. In that regard the Explanatory Memorandum to the Regulation changes provides that:

"Regulation 4.09 requires trustees to formulate, regularly review and give effect to an investment strategy having regard to the whole circumstances of the fund. One circumstance SMSF trustees must have regard to is whether the trustees should hold insurance for their members, such as life insurance.

The Super System Review panel noted that less than 13 percent of SMSFs have insurance and that SMSF members were more likely to hold appropriate levels of insurance, or be able to hold insurance outside their superannuation, than members of other superannuation funds. In making its recommendation, the panel wanted to ensure that trustees consider holding insurance for SMSF members.

Trustees of SMSFs are expected to be self-reliant in determining the type and level of insurance cover members might require whether within or outside their SMSF. In meeting this requirement, trustees should have regard to the personal circumstances of their members and other legislative requirements such as the sole purpose test in section 62 SISA. Trustees may evidence this requirement by documenting decisions in the fund's investment strategy or minutes of trustee meetings that are held during the income year."

7 Investment Policy Statement

The SISA places certain duties, responsibilities and restrictions on Trustees when making investment decisions. They aim to protect and increase the member benefits for retirement, transition to retirement income stream and estate planning purposes. All investments must be made in accordance with the investment strategy.

A. Details of the fund

- The J & M Drapes Retirement Fund
- The trustee of the fund is DRAPES RETIREMENT PTY LTD - ACN 653 185 990

The fund has been established to provide retirement benefits for the members of the fund. Membership of the fund is voluntary, and upon joining, members are required to provide certain minimum information to the Trustees. The fund is maintained as an SMSF under SISA and regulated by the ATO.

A.1 Members

The Members of The J & M Drapes Retirement Fund are:

| Name of Member | Date of Birth |
|----------------------|---------------|
| Margaret Mary Drapes | 15/06/1943 |
| John Drapes | 29/12/1940 |

A.2 Benefits

The current intention is to pay one or more benefits before or at retirement of the member provided the Superannuation Laws allow including the payment of:

- A lump sum
- An Accounts Based Pension
- A Transition to Retirement Income Stream, or
- Such other superannuation benefits as the Superannuation Laws allow.

The Trustee may invest fund assets having regard to the need to realise the investments at the members' dates of retirement, age preservation age, 60 (or such later date as the member nominates in accordance with the rules governing the payment of benefits from complying superannuation funds) or in the event of disability – whether permanent or temporary or upon the death of a member of the fund.

B. Investment Objective of the fund

The Trustees of the fund have the objective of maintaining the fund in line with the governing rules of the fund and SISA and through its investment strategy seeking to maximise the superannuation benefits of all members of the fund having regard to risk and reward.

C. Asset Management Strategy

In order to give effect to the investment objective of the fund, the Trustee may have regard to the investment principles outlined in the fund Rules in the implementation of its strategy and the actual making of its investments.

The Trustee must also satisfy that the proposed investment:

- Is permitted by the Trust Deed
- Complies with the law
- Is within the asset allocation of the adopted investment strategy

The Trustee may generally accept the following investments provided they comply with the investment strategy:

- Private or closely held unit trusts
- Private or unlisted companies
- Private business premises
- Domestic and international residential and commercial property
- Domestic companies listed on other exchanges
- Listed International securities
- Limited - Collectables, including art, coins, antiques
- Agribusiness investments

- Derivatives with limited investment risk

The Trustee may not accept these investments unless authorised by the Regulator:

- Family home
- Any mortgage where the family home is security
- Derivatives that have unlimited investment risk unless a Risk Management Strategy has been put in place by the Trustee
- In-house assets exceeding more than 5% of the superannuation fund's assets
- Assets not considered at arm's length or on a strictly commercial basis

D. Asset Class

It was resolved that the fund may also be permitted to invest in any or all of (but not limited to) the following investment types:

D.1 Investment Type

- Cash
- Property – both commercial and residential
- Australian Shares – both listed and unlisted shares
- International Shares – both listed and unlisted shares
- Australian Fixed Interest
- International Fixed Interest
- Mortgages
- Other

It was resolved that investments may be made directly or indirectly via unit trusts, instalment warrants, holding trusts or other vehicles as permitted under relevant statutes and regulations that may be deemed suitable by the Trustees.

Given the Trustees desire to maintain the flexibility of the fund, the Trustee has reserved the right to alter the investment mix of the fund at any time, in the manner they believe is the best at that time for the purpose of achieving the fund's objectives. The Trustees reserve the right to invest in any asset class not covered in the tables above.

D.2 Investment Risk and Return

It has been noted and accepted by the Trustees that growth assets such as Australian and International shares and property present greater potential risk and volatility than cash and fixed interest investments.

The Trustees recognise that the taxation benefits associated with the use of growth assets such as Australian and International shares and property may assist in achieving the fund's investment objectives. If the Trustee of the fund enters into a limited recourse loan or other borrowing arrangements in respect of the acquisition of a fund asset, then return may be enhanced however any market risk on the downside may be magnified. The Trustees of the fund are authorised to borrow and will take into account the benefits of leverage in their risk/return profile for the fund's investments.

E. Investment Management and Review

To monitor the success of the investment policy in achieving the investment objective, the Trustee may take the following action:

- a) compare the investment performance of the fund against a specific index;

- b) compare investment returns against cash rates available over a 12-month period.

The fund's investment strategy is to be reviewed at least annually to ensure that it remains appropriate to the objectives and circumstances of the fund and its member(s). The Trustee undertakes to communicate with the members should they feel that any change in strategy should be contemplated in order to better achieve the fund objective.

F. Investment Strategy

In order to achieve the investment objective of the fund, the Trustee wishes to adopt and pursue the strategy set out hereunder. The Trustee reserves the right to implement more than one strategy as it sees fit, and to offer separate strategies to members and even for member superannuation interests. The Trustee also reserves the right to implement separate and different action plans in the acquisition and disposal of assets pursuant to this strategy.

The Trustee may consider the implementation of this objective through a single asset strategy where it considers it to be appropriate, provided all other investment strategy criteria are met.

F.1 Detailed Investment Strategy

The investment strategy detailed below is a plan for making, holding and realising the assets of the fund to meet the specific objective of the Trustee of the fund as outlined above. It focuses on key parameters relating to making an investment in the fund with the purpose of maximising member's retirement balances or income streams.

F.2 Portfolio Allocation

In order to meet the investment objective of the fund the Trustee has determined The J & M Drapes Retirement Fund shall broadly be invested in the following asset classes and managed around the following ranges:

| Asset Class | Asset Allocation Range (%) |
|--------------------|-----------------------------------|
| Australian Shares | 70-100 |
| Property | 0-25 |
| Cash | 0-25 |
| Other(Other) | 0-20 |

F.3 Portfolio Diversification

In considering the degree of diversification appropriate to the fund, the Trustee has taken into account the following:

- a) the existing assets of the fund;
- b) the existing assets of the family other than assets held in the fund;
- c) its access to expert investment advice;
- d) the existing and projected membership and assets of the fund; and
- e) the current and expected future liabilities, cash flows and liquidity requirements of the fund

The Trustee is satisfied that the likely return and the potential gains to members retirement benefits from any inadequate diversification of its investments, including any geographical concentration of investments, outweigh the risks associated with the lack of diversification

F.4 Liabilities

The fund will need to have adequate funds held in cash/fixed interest to meet short term liabilities including insurance premiums, pension payments, lumpsum payments, tax liabilities, annual return fees, accounting fees, audit fees and other operational expenses of the fund. Further monies may be retained from time to time in cash/fixed interest in order to take advantage of investment opportunities as they arise. The Trustees of the fund are of the opinion that the investment strategy is structured in such a manner that the fund is sufficiently liquid to discharge its current and future liabilities.

Where the Trustee of the fund has undertaken a limited recourse lending arrangement the Trustee will need to ensure that it maintains cash flow to cover any interest and principal repayments, insurance premiums and other expenses associated with the arrangement.

F.5 Cash Flow and Liquidity

Cash flow requirements for the fund depend on the payment of expenses, pensions, insurance premiums and any loan repayments and it is the Trustee's intention to hold enough cash on hand to ensure these and other cash payments are made.

F.6 Fund Demographics

The Trustee has implemented its strategy taking into account the dates of retirement of the members of the fund. It has also taken into account the expressed intention of the members to receive their benefits as a lump sum / account-based pensions upon retirement.

F.7 Performance Monitoring

To monitor the success of the investment strategy in achieving the investment objectives, the Trustee may take the following action:

- compare investment returns against cash rates and CPI available over a 12-month period or a specific investment index; and
- may review this strategy on an annual basis or on such other basis as it believes appropriate.

F.8 Benchmarks

The Trustee may measure its success criteria against certain benchmarks and indices although there is no requirement to do so. The nominated benchmarks for performance may be as follows:

- a) Australian shares - all ordinaries accumulation index;
- b) Liquid assets - average cash management trusts;
- c) Australian fixed trusts - commonwealth all series, all maturities and accumulation index;
- d) Property trusts - average of composite property accumulation index;
- e) Such loans as may not be prohibited by SIS, and whether or not the loan may also count as an in-house asset of the fund - average rate for comparable loans from major banks;
- f) Such leases of fund property as may be permitted by SISA, and whether or not the lease may also count as an in-house asset of the fund – at a commercial rate obtained by the Trustee from a qualified source;

- g) Such acquisitions of assets as may not be prohibited by SISA, and whether or not the acquisition may also count as an in-house asset of the fund - for a commercial price reflected in comparable markets.
- h) Moses/Myer index for Investment Grade Artwork
- i) A residential property index in the area where the Trustee invests.

F.9 Insurance

As was noted and emphasised earlier in this investment strategy – insurances play an important role in protecting the fund's and a member's superannuation benefits. Superannuation law requires trustees to formulate, regularly review and have regard to whether the trustees should hold insurance for their members, such as life insurance.

The Trustees of the fund have reviewed the member's superannuation benefits, their family and other circumstances and have decided to implement the following insurance strategy for the fund:

The Trustee of the fund has been made aware of the insurances of its members outside the fund and in some cases other superannuation funds and has decided not to hold any insurance on behalf of its members until circumstances change.

Resolution of the Trustee of The J & M Drapes Retirement Fund

Date: 1-07-2022.

Present: Margaret Mary Drapes and John Drapes

Held: 300 / 28 The Boulevard, Chermside, QLD 4032

The Trustee of the above fund DO HEREBY RESOLVE as follows:

ADOPTION OF INVESTMENT POLICY STATEMENT, OBJECTIVE AND STRATEGY

It is noted that the Trustees have formulated investment objectives for the fund and an investment strategy to achieve those objectives, (the investment objectives and investment strategy together as attached) having regard to the whole of the circumstances of the fund, including:


- (i) the risk involved in making, holding and realising, and the likely return from the entity's investments having regard to its objectives and its expected cash flow requirements;
- (ii) the composition of the entity's investments as a whole including the extent to which the investments are diverse or involve the entity in being exposed to risks from inadequate diversification;
- (iii) the liquidity of the entity's investments having regard to its expected cash flow requirements;
- the ability of the entity to discharge its existing and prospective liabilities;
- the fund profile;
- anticipated future contributions;
- past investment performance; and
- the current investment portfolio and asset mix,

The Trustee resolved to adopt the investment objectives of the fund being "The Trustees of the fund have the objective of maintaining the fund in line with the governing rules of the fund and SISA and through its investment strategy seeking to maximise the superannuation benefits of all members of the fund having regard to risk and reward" and adopt and implement the investment strategy herein.

Executed by:

The Directors

Signed by Margaret Mary Drapes and John Drapes:



Margaret Mary Drapes
Director

John Drapes
Director

Dated: 1-07-2022.

Dated: _____



J & M DRAPES RETIREMENT FUND 2023-2024 FINANCIAL YEAR

INVESTMENT STRATEGY

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1 Introduction

The crucial area of responsibility for a Trustee of a Self-Managed Superannuation fund ("SMSFs") is investment management of the fund. Under the Superannuation Laws (the *Superannuation Industry Supervision Act 1993* - SISA) the Trustee of every SMSF is required to set an investment objective and in addition prepare and implement an investment strategy for the fund. The investment objective and strategy must reflect the purpose and circumstances of the particular super fund and have particular regard to:

- Investing in such a way as to maximise investment returns for retirement purposes for all members of the SMSF and in that regard consider the risk associated in holding the investment.
- Ensuring that there is appropriate diversification in investments and consideration of the benefits of investing across a number of different asset classes (for example shares, property, fixed interest, cash, etc);
- The ability of the super fund to pay benefits as well as other costs of the superannuation fund as they become due and payable which may include the repayment of principal and interest where the Trustee of the fund undertakes Limited Recourse Borrowing Arrangement.
- The necessity of the Trustee to consider the insurance needs and requirements of all members of the SMSF.

An appropriate investment strategy should set out the investment objectives of the super fund and detail the investment methods the Trustee of the fund may use to achieve those objectives. Trustees must ensure all investment decisions are made in accordance with the investment strategy and that they are in writing – *this is the law*. Trustee also needs to ensure that they prepare, implement and regularly review the SMSF'S investment strategy.

Investment Rules are one of the most important requirements of the SISA and breaches of this requirement can result in the Trustee being fined or sued for loss or damages. In addition, the super fund can lose its complying status.

Whilst Trustees are not prevented from engaging or authorising other persons to act on or to do certain things on their behalf (e.g. engaging the services of an investment adviser or financial planner), they are bound to retain control over the fund. Ultimate responsibility and accountability for running the fund in a prudent manner lies with the Trustees.

For more information go to the Australian Taxation Office (ATO) website.

2 Investment Strategy Guideline – The Commissioners View

The ATO has released important guidelines in relation to investment objectives and investment strategies for Trustees of an SMSF and their advisers. An investment strategy should set out the investment objectives of the fund and detail the investment methods the Trustees may adopt to achieve these objectives.

The key obligations raised by the ATO concerning the fund's investment objectives and investment strategy are as follows:

- The Trustees of an SMSF are solely responsible and directly accountable for the prudential management of their member's benefits. They can use an adviser but ultimately, it is the Trustee who retains responsibility;
- As part of this prudential responsibility, the Trustees of an SMSF are required to prepare and implement an investment strategy for the superannuation fund;
- The strategy must reflect the purpose and circumstances of the fund and have particular regard to the membership profile, benefit structure, tax position and liquidity requirements of the fund;

- An investment strategy should set out the investment objectives of the fund and detail the investment methods the Trustees may adopt to achieve those objectives;
- It is the Trustees duty to make, implement and document decisions about investing fund assets and to carefully monitor the performance of those assets;
- The Trustees must ensure all investment decisions are made in accordance with the investment strategy;
- The investment strategy must be regularly reviewed;
- Insurance must be considered for all members of the fund; and
- Breaches of the investment strategy requirement may result in the Trustees being fined or sued for loss or damages. In addition, the fund could lose its complying status.

WHY AN INVESTMENT STRATEGY IS IMPORTANT

Where the fund does not complete an investment strategy or the ATO is of the view that the purported investment strategy does not amount to an investment strategy at all then there may be a breach of SIS Reg 4.09.

The breach may result, as noted in the ATO guidelines, in the following:

- The Trustee being liable to a monetary fine; the Trustee being able to be sued for any loss or damage caused as a consequence of the Trustee making an investment not covered by an investment strategy;
- The Superannuation Laws provide a defence to Trustees against an action for loss or damage suffered as a result of the Trustee making an investment. This defence is available when the Trustee can show that the investment was made in accordance with an investment strategy formulated and implemented under the investment strategy rules. If there is no investment strategy then members of the fund may sue the Trustee for any loss or damage to their member benefits as a result of the Trustee making an investment not in accordance with the fund's investment strategy.
- The existence of a statutory defence allows Trustees to focus on the overall risks of the total investments, rather than the risk attached to each investment in isolation. This enables the Trustee to invest fund assets according to the investment strategy in what might, when considered in isolation, appear to represent a rather risky investment.

This emphasises the importance for Trustees to document their considerations and approaches to investment decision. An investment strategy must be reviewed regularly.

3 Investment Restrictions for SMSF trustees

SMSFs are restricted in the investments they can make. These restrictions aim to protect superannuation fund members from being overly exposed to risk and aim to ensure that the assets of the fund may be available to provide retirement income rather than providing current day support. In accordance with SISA the Trustees may not:

- Lend money or give other financial assistance to a member or a relative of a member of the fund. The use of superannuation assets by a member or members relative for no cost or on a guarantee to secure a personal loan would be in breach of the investment restrictions [SISA S65(1)].
- Intentionally acquire an asset from a member or a relative of a member of the fund (related party) unless it meets the following criteria: [SISA S66]
 - The asset is business real property, or a listed security; and
 - Is acquired at market value;
 - The asset is an "in-house asset" which, after being acquired by the Trustees would not result in the level of "in-house assets" of the fund exceeding more than 5% of the superannuation fund assets.

- Borrow any funds, other than to overcome cash flow problems in the payment of benefits or surcharge liabilities. Any borrowings may be restricted to a period not exceeding 90 days and may not exceed 10% of the market value of the fund's total assets. [SISA section 67]. However, the trustee of the fund may borrow pursuant to a limited recourse loan arrangement under SISA sections 67A and 67B to acquire a single acquirable asset that is allowed to be acquired by the Trustee of the fund.
- Acquire any fund assets for amounts other than arm's length consideration. Investments must be made and maintained on a strict commercial basis and any related party arrangement must not favour the related party although in certain conditions it may favour the Trustee of the SMSF. The purchase and sale price of super fund assets and the income from the assets should duly reflect a true market rate [SISA section 109].
- Trustees should consider the costs associated with the asset (i.e.: insurance costs particularly where there is an SMSF Borrowing). Also, where a fund acquires an asset which is utilised by the member at no cost, a breach of the Sole Purpose Test may have occurred.

4 The fund's Investment Guidelines

Trustees of SMSFs are responsible for determining investment strategies and selecting investments for each strategy consistent with the fund's investment objectives and more importantly the fund's purpose. The Trustee is responsible for monitoring on an ongoing basis whether investments remain consistent with investment strategies and remain appropriate for the fund. The Trustees are also responsible for periodically informing members of the fund's investment strategies and objectives. The Trustee of the fund may make and maintain an investment strategy for a single member of the fund or a specific superannuation interest in the fund such as a member's pension.

The governing rules of the fund allow the Trustee to invest in any or all (but not limited) to the following investment types:

Cash Management Trust

Prior to investing in any cash management trust, the Trustee should consider the rate of return and security of such investment against the expected rate of return offered by alternative investments to cash.

Debenture/Mortgage Funds

Prior to investing in any debenture/first or even second mortgage, the Trustee may consider the period of investment, the security offered, the accessibility of funds, the return, and likely interest rate movements. As there have been a number of failed debenture and mortgage funds in the past decade the Trustee should seek professional advice before investing in this type of asset class.

Unit Trusts

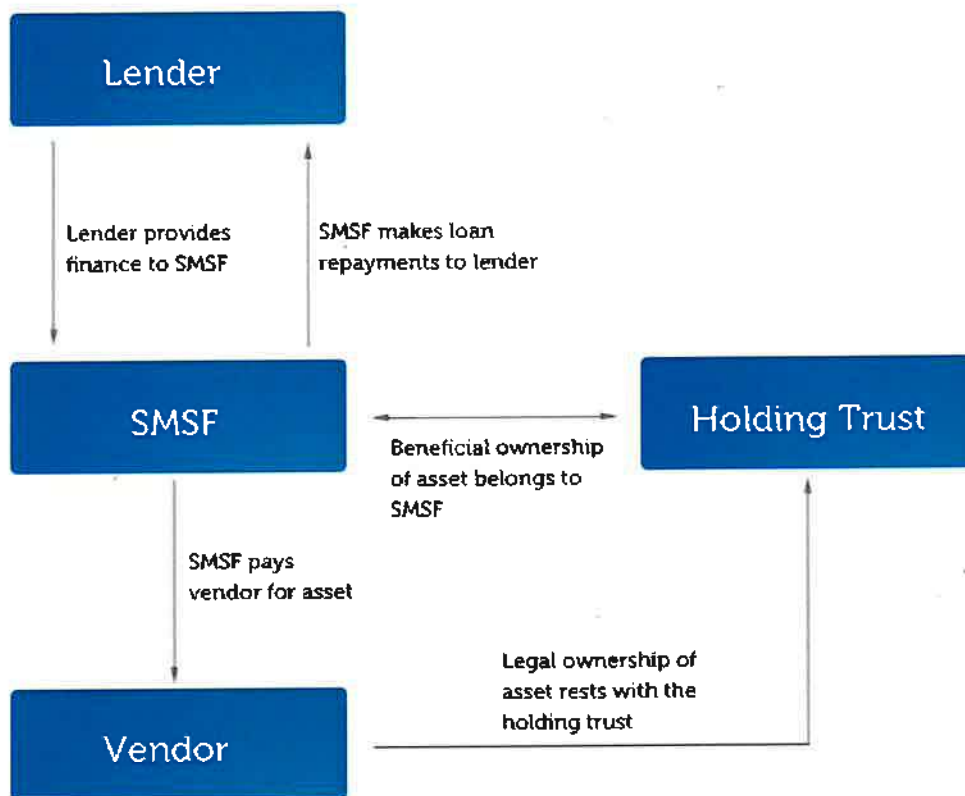
Prior to acquiring or disposing of any units in an unlisted unit trust the Trustee may:

- Obtain appropriate advice on whether the investment would constitute an impermissible in-house asset of the fund under SISA; and
- Obtain and consider valuations of all real and other property held by the unit trust to ensure the price of the units reflect true market value.

The Trustee may also ascertain the intentions of the Trustee of the unit trust in relation to borrowings (if any) and the use of the property as security.

Limited Recourse Borrowing Arrangement – SMSF Borrowing

SMSFs can now borrow via a limited recourse loan arrangement pursuant to section 67A of SISA. This must be done with the following structure:



Prior to using a Holding Trust for the purposes of a limited recourse loan the Trustee of the fund is to secure appropriate borrowing from a bank, credit union or even a related party and at the same time ensure the arrangement meets the limited recourse lending rules under the Superannuation Laws, does not breach any other laws and that the underlying property to be acquired is one that can be acquired by the Trustee. It must be a single acquirable asset such as commercial property or residential property.

The trustee is to include the value of the attached liability for the purposes of this investment strategy either directly or as a net value of the single acquired asset subject to the limited recourse loan arrangement.

Shares – Public Company

Prior to acquiring (or disposing) of any shares in public companies, the Trustee may consider the portfolio profile of the fund and the diversification of shareholding across different market sectors (industrial, retail, banking, mining and other sectors) with a view to attempting to obtain a reasonable diversification within the available assets. The Trustee may also consider advice in relation to expected capital growth and dividend income from the shareholding.

Shares – Private Company

Prior to acquiring or disposing of any shares in non-associated proprietary companies, the Trustee may obtain a valuation to satisfy itself that the price of the shares reflects true market values and constitute a prudent investment/disposal.

The Trustee may also consider the saleability, security and dividend return of the shares and may ensure that the acquisition is not an in-house asset beyond acceptable limits.

Direct Property

Prior to acquiring or disposing of any property to be held directly by the fund both within and outside Australia, the Trustee may obtain and consider property and rental valuations to satisfy the Trustee that the price of the property reflects the true market value and constitutes a prudent investment/disposal on an arm's length basis.

In obtaining a tenant (if any) for any property held by the fund, the Trustee may only enter into a lease with a fund member-, employer sponsor or their SISA Part 8 Associates where to do so would not constitute an impermissible in-house asset of the fund under SISA and provided that a written lease agreement is made, and the transaction is entered into on an arm's length basis with regular rental reviews. The Trustee should seek legal advice where a lease to a related party is contemplated.

In determining the proportion of fund assets to be invested directly in property, the Trustee may consider the liability profile and liquidity requirements of the fund.

Agribusiness Investment

Prior to investing in Agribusiness, the Trustee should consider the profile of the fund and seek expert advice on the appropriateness of the investment. Trustees should consider the protection, performance, risk and return (capital growth, liquidity and potential income) before acquiring investments in agribusiness. The Trustee should also consider the costs associated with the asset such as ongoing rent and maintenance and insurance costs.

Derivatives

Prior to investing in derivatives, the Trustee should have in place appropriate policies for their use, adequate controls on the use of derivatives and adequate checks on compliance with those controls.

For a derivative transaction to be allowed on existing investments, the Trustee must have prepared a Derivatives Risk Statement and only be entering into such a transaction for the purposes of:

- hedging against risk, not for speculation and;
- ensuring that the fund is not exposed to an asset class outside the limits set out in the investment strategy.

In-House Assets and Acquisition Restrictions

An in-house asset is where the Trustee of the fund invests, lends money or otherwise permits a related party of the fund to use an asset of the fund. Although an in-house investment is not directly prohibited – excluding loans to members or their relatives, there is a 5% limit on the amount of in-house assets an SMSF can hold.

The Trustee must not acquire an asset contrary to the restrictions contained in SISA with respect to fund members, employer sponsors or their Part 8 associates under SISA.

If in any doubt about the validity of an investment decision, the Trustee should seek professional advice or contact the ATO for assistance.

5 The Fund's Valuation Requirements

SIS Regulation 8.02B requires that when preparing accounts and statements required by subsection 35B(1) of the SISA, an asset must be valued at its market value. The term 'market value' takes the same meaning as provided in subsection 10(1) of the SISA, that is, the amount that a willing buyer of an asset could reasonably be expected to pay to acquire the asset from a willing seller if the following assumptions were made:

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

6 Insurances in the Fund

As noted previously the SISR has been changed to include a requirement for Trustees of the fund to investigate whether the trustees of the fund should hold a contract of insurance that provides insurance cover for one or more members of the fund. In that regard the Explanatory Memorandum to the Regulation changes provides that:

"Regulation 4.09 requires trustees to formulate, regularly review and give effect to an investment strategy having regard to the whole circumstances of the fund. One circumstance SMSF trustees must have regard to is whether the trustees should hold insurance for their members, such as life insurance.

The Super System Review panel noted that less than 13 percent of SMSFs have insurance and that SMSF members were more likely to hold appropriate levels of insurance, or be able to hold insurance outside their superannuation, than members of other superannuation funds. In making its recommendation, the panel wanted to ensure that trustees consider holding insurance for SMSF members.

Trustees of SMSFs are expected to be self-reliant in determining the type and level of insurance cover members might require whether within or outside their SMSF. In meeting this requirement, trustees should have regard to the personal circumstances of their members and other legislative requirements such as the sole purpose test in section 62 SISA. Trustees may evidence this requirement by documenting decisions in the fund's investment strategy or minutes of trustee meetings that are held during the income year."

7 Investment Policy Statement

The SISA places certain duties, responsibilities and restrictions on Trustees when making investment decisions. They aim to protect and increase the member benefits for retirement, transition to retirement income stream and estate planning purposes. All investments must be made in accordance with the investment strategy.

A. Details of the fund

- The J & M Drapes Retirement Fund
- The trustee of the fund is DRAPES RETIREMENT PTY LTD - ACN 653 185 990

The fund has been established to provide retirement benefits for the members of the fund. Membership of the fund is voluntary, and upon joining, members are required to provide certain minimum information to the Trustees. The fund is maintained as an SMSF under SISA and regulated by the ATO.

A.1 Members

The Members of The J & M Drapes Retirement Fund are:

| Name of Member | Date of Birth |
|----------------------|---------------|
| Margaret Mary Drapes | 15/06/1943 |
| John Drapes | 29/12/1940 |

A.2 Benefits

The current intention is to pay one or more benefits before or at retirement of the member provided the Superannuation Laws allow including the payment of:

- A lump sum
- An Accounts Based Pension
- A Transition to Retirement Income Stream, or
- Such other superannuation benefits as the Superannuation Laws allow.

The Trustee may invest fund assets having regard to the need to realise the investments at the members' dates of retirement, age preservation age, 60 (or such later date as the member nominates in accordance with the rules governing the payment of benefits from complying superannuation funds) or in the event of disability – whether permanent or temporary or upon the death of a member of the fund.

B. Investment Objective of the fund

The Trustees of the fund have the objective of maintaining the fund in line with the governing rules of the fund and SISA and through its investment strategy seeking to maximise the superannuation benefits of all members of the fund having regard to risk and reward.

C. Asset Management Strategy

In order to give effect to the investment objective of the fund, the Trustee may have regard to the investment principles outlined in the fund Rules in the implementation of its strategy and the actual making of its investments.

The Trustee must also satisfy that the proposed investment:

- Is permitted by the Trust Deed
- Complies with the law
- Is within the asset allocation of the adopted investment strategy

The Trustee may generally accept the following investments provided they comply with the investment strategy:

- Private or closely held unit trusts
- Private or unlisted companies
- Private business premises
- Domestic and international residential and commercial property
- Domestic companies listed on other exchanges
- Listed International securities
- Limited - Collectables, including art, coins, antiques
- Agribusiness investments

- Derivatives with limited investment risk

The Trustee may not accept these investments unless authorised by the Regulator:

- Family home
- Any mortgage where the family home is security
- Derivatives that have unlimited investment risk unless a Risk Management Strategy has been put in place by the Trustee
- In-house assets exceeding more than 5% of the superannuation fund's assets
- Assets not considered at arm's length or on a strictly commercial basis

D. Asset Class

It was resolved that the fund may also be permitted to invest in any or all of (but not limited to) the following investment types:

D.1 Investment Type

- Cash
- Property – both commercial and residential
- Australian Shares – both listed and unlisted shares
- International Shares – both listed and unlisted shares
- Australian Fixed Interest
- International Fixed Interest
- Mortgages
- Other

It was resolved that investments may be made directly or indirectly via unit trusts, instalment warrants, holding trusts or other vehicles as permitted under relevant statutes and regulations that may be deemed suitable by the Trustees.

Given the Trustees desire to maintain the flexibility of the fund, the Trustee has reserved the right to alter the investment mix of the fund at any time, in the manner they believe is the best at that time for the purpose of achieving the fund's objectives. The Trustees reserve the right to invest in any asset class not covered in the tables above.

D.2 Investment Risk and Return

It has been noted and accepted by the Trustees that growth assets such as Australian and International shares and property present greater potential risk and volatility than cash and fixed interest investments.

The Trustees recognise that the taxation benefits associated with the use of growth assets such as Australian and International shares and property may assist in achieving the fund's investment objectives. If the Trustee of the fund enters into a limited recourse loan or other borrowing arrangements in respect of the acquisition of a fund asset, then return may be enhanced however any market risk on the downside may be magnified. The Trustees of the fund are authorised to borrow and will take into account the benefits of leverage in their risk/return profile for the fund's investments.

E. Investment Management and Review

To monitor the success of the investment policy in achieving the investment objective, the Trustee may take the following action:

- a) compare the investment performance of the fund against a specific index;

- b) compare investment returns against cash rates available over a 12-month period.

The fund's investment strategy is to be reviewed at least annually to ensure that it remains appropriate to the objectives and circumstances of the fund and its member(s). The Trustee undertakes to communicate with the members should they feel that any change in strategy should be contemplated in order to better achieve the fund objective.

F. Investment Strategy

In order to achieve the investment objective of the fund, the Trustee wishes to adopt and pursue the strategy set out hereunder. The Trustee reserves the right to implement more than one strategy as it sees fit, and to offer separate strategies to members and even for member superannuation interests. The Trustee also reserves the right to implement separate and different action plans in the acquisition and disposal of assets pursuant to this strategy.

The Trustee may consider the implementation of this objective through a single asset strategy where it considers it to be appropriate, provided all other investment strategy criteria are met.

F.1 Detailed Investment Strategy

The investment strategy detailed below is a plan for making, holding and realising the assets of the fund to meet the specific objective of the Trustee of the fund as outlined above. It focuses on key parameters relating to making an investment in the fund with the purpose of maximising member's retirement balances or income streams.

F.2 Portfolio Allocation

In order to meet the investment objective of the fund the Trustee has determined The J & M Drapes Retirement Fund shall broadly be invested in the following asset classes and managed around the following ranges:

| Asset Class | Asset Allocation Range (%) |
|--------------------|-----------------------------------|
| Australian Shares | 65-100 |
| Property | 0-25 |
| Cash | 0-30 |
| Other(Other) | 0-20 |

F.3 Portfolio Diversification

In considering the degree of diversification appropriate to the fund, the Trustee has taken into account the following:

- a) the existing assets of the fund;
- b) the existing assets of the family other than assets held in the fund;
- c) its access to expert investment advice;
- d) the existing and projected membership and assets of the fund; and
- e) the current and expected future liabilities, cash flows and liquidity requirements of the fund

The Trustee is satisfied that the likely return and the potential gains to members retirement benefits from any inadequate diversification of its investments, including any geographical concentration of investments, outweigh the risks associated with the lack of diversification

F.4 Liabilities

The fund will need to have adequate funds held in cash/fixed interest to meet short term liabilities including insurance premiums, pension payments, lumpsum payments, tax liabilities, annual return fees, accounting fees, audit fees and other operational expenses of the fund. Further monies may be retained from time to time in cash/fixed interest in order to take advantage of investment opportunities as they arise. The Trustees of the fund are of the opinion that the investment strategy is structured in such a manner that the fund is sufficiently liquid to discharge its current and future liabilities.

Where the Trustee of the fund has undertaken a limited recourse lending arrangement the Trustee will need to ensure that it maintains cash flow to cover any interest and principal repayments, insurance premiums and other expenses associated with the arrangement.

F.5 Cash Flow and Liquidity

Cash flow requirements for the fund depend on the payment of expenses, pensions, insurance premiums and any loan repayments and it is the Trustee's intention to hold enough cash on hand to ensure these and other cash payments are made.

F.6 Fund Demographics

The Trustee has implemented its strategy taking into account the dates of retirement of the members of the fund. It has also taken into account the expressed intention of the members to receive their benefits as a lump sum / account-based pensions upon retirement.

F.7 Performance Monitoring

To monitor the success of the investment strategy in achieving the investment objectives, the Trustee may take the following action:

- compare investment returns against cash rates and CPI available over a 12-month period or a specific investment index; and
- may review this strategy on an annual basis or on such other basis as it believes appropriate.

F.8 Benchmarks

The Trustee may measure its success criteria against certain benchmarks and indices although there is no requirement to do so. The nominated benchmarks for performance may be as follows:

- a) Australian shares - all ordinaries accumulation index;
- b) Liquid assets - average cash management trusts;
- c) Australian fixed trusts - commonwealth all series, all maturities and accumulation index;
- d) Property trusts - average of composite property accumulation index;
- e) Such loans as may not be prohibited by SIS, and whether or not the loan may also count as an in-house asset of the fund - average rate for comparable loans from major banks;
- f) Such leases of fund property as may be permitted by SISA, and whether or not the lease may also count as an in-house asset of the fund - at a commercial rate obtained by the Trustee from a qualified source;

- g) Such acquisitions of assets as may not be prohibited by SISA, and whether or not the acquisition may also count as an in-house asset of the fund - for a commercial price reflected in comparable markets.
- h) Moses/Myer index for Investment Grade Artwork
- i) A residential property index in the area where the Trustee invests.

F.9 Insurance

As was noted and emphasised earlier in this investment strategy – insurances play an important role in protecting the fund's and a member's superannuation benefits. Superannuation law requires trustees to formulate, regularly review and have regard to whether the trustees should hold insurance for their members, such as life insurance.

The Trustees of the fund have reviewed the member's superannuation benefits, their family and other circumstances and have decided to implement the following insurance strategy for the fund:

The Trustee of the fund has been made aware of the insurances of its members outside the fund and in some cases other superannuation funds and has decided not to hold any insurance on behalf of its members until circumstances change.

Resolution of the Trustee of The J & M Drapes Retirement Fund

Date: 29-06-2023

Present: Margaret Mary Drapes and John Drapes

Held: 300 / 28 The Boulevard, Chermside, QLD 4032

The Trustee of the above fund DO HEREBY RESOLVE as follows:

ADOPTION OF INVESTMENT POLICY STATEMENT, OBJECTIVE AND STRATEGY

It is noted that the Trustees have formulated investment objectives for the fund and an investment strategy to achieve those objectives, (the investment objectives and investment strategy together as attached) having regard to the whole of the circumstances of the fund, including:

- (i) the risk involved in making, holding and realising, and the likely return from the entity's investments having regard to its objectives and its expected cash flow requirements;
- (ii) the composition of the entity's investments as a whole including the extent to which the investments are diverse or involve the entity in being exposed to risks from inadequate diversification;
- (iii) the liquidity of the entity's investments having regard to its expected cash flow requirements;
- the ability of the entity to discharge its existing and prospective liabilities;
- the fund profile;
- anticipated future contributions;
- past investment performance; and
- the current investment portfolio and asset mix,

The Trustee resolved to adopt the investment objectives of the fund being "The Trustees of the fund have the objective of maintaining the fund in line with the governing rules of the fund and SISA and through its investment strategy seeking to maximise the superannuation benefits of all members of the fund having regard to risk and reward" and adopt and implement the investment strategy herein.

Executed by:

The Directors

Signed by Margaret Mary Drapes and John Drapes:



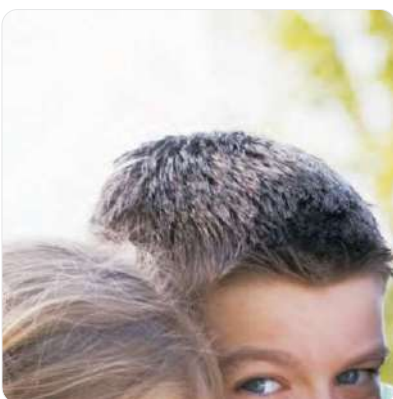
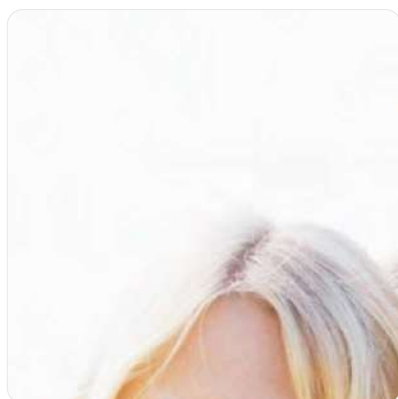
Margaret Mary Drapes
Director

John Drapes
Director

Dated: 29-06-2023.

Dated: _____

Financial Report



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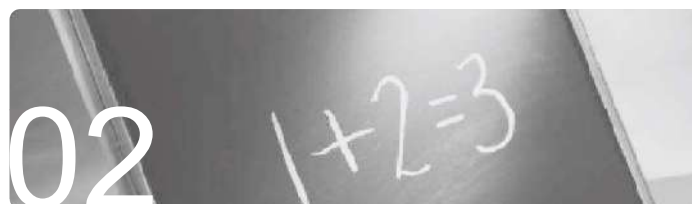
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SMSF Annual Return

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Invoice(s)

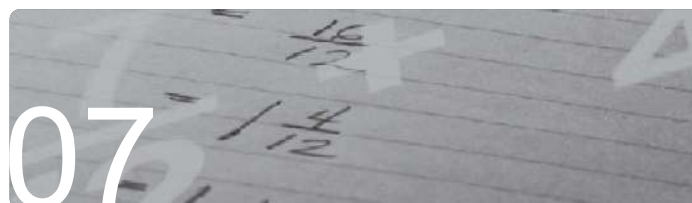
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Minutes & Audit Engagement Documents

Minutes of Meeting, Audit Engagement Documents

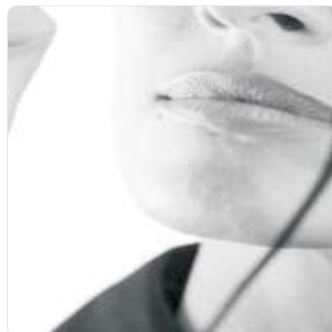
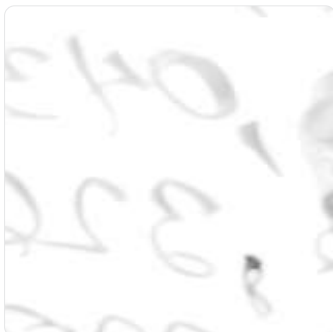
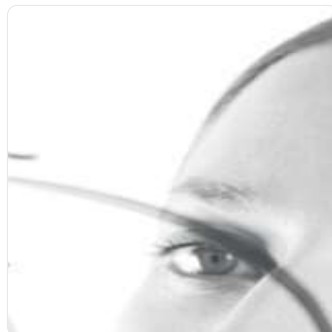
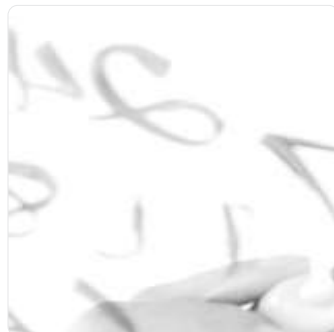
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Audit Report

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Statement of Financial Position, Operating Statement,
Notes to Financial Statements, Trustees Declaration



J & M Drapes Retirement Fund

Statement of Financial Position

As at 30 June 2022

| | Note | 2022 | 2021 |
|--|------|----------------|----------------|
| | | \$ | \$ |
| Assets | | | |
| Investments | | | |
| Shares in Listed Companies (Australian) | | 694,001 | 739,637 |
| Units in Listed Unit Trusts (Australian) | | 125,127 | 90,737 |
| Total Investments | | <u>819,128</u> | <u>830,374</u> |
| Other Assets | | | |
| Distributions Receivable | | 2,517 | 942 |
| Macquarie Cash Management A/c (No. 961742160) | | 62,739 | 64,072 |
| Income Tax Refundable | | 31,622 | 11,584 |
| Total Other Assets | | <u>96,878</u> | <u>76,598</u> |
| Total Assets | | <u>916,006</u> | <u>906,972</u> |
| Net assets available to pay benefits | | <u>916,006</u> | <u>906,972</u> |
| Represented by: | | | |
| Liability for accrued benefits allocated to members' accounts | 2, 3 | | |
| Drapes, Margaret - Pension (ABP) | | 90,748 | 89,904 |
| Drapes, Margaret - Pension (Pension) | | 825,258 | 0 |
| Drapes, John - Pension (ABP) | | 0 | 817,068 |
| Total Liability for accrued benefits allocated to members' accounts | | <u>916,006</u> | <u>906,972</u> |

J & M Drapes Retirement Fund**Operating Statement**

For the year ended 30 June 2022

| | Note | 2022 | 2021 |
|---|------|-----------------|-----------------|
| | | \$ | \$ |
| Income | | | |
| Investment Income | | | |
| Trust Distributions | | 7,238 | 3,471 |
| Dividends Received | | 75,074 | 30,602 |
| Interest Received | | 63 | 85 |
| Other Income | | 0 | 123 |
| Total Income | | <u>82,375</u> | <u>34,281</u> |
| Expenses | | | |
| Administration Costs | | 1,249 | 259 |
| Investment Expenses | | 16,834 | 13,802 |
| | | <u>18,083</u> | <u>14,061</u> |
| Member Payments | | | |
| Pensions Paid | | 27,223 | 36,009 |
| Investment Losses | | | |
| Changes in Market Values | | 59,657 | (131,946) |
| Total Expenses | | <u>104,963</u> | <u>(81,876)</u> |
| Benefits accrued as a result of operations before income tax | | <u>(22,588)</u> | <u>116,158</u> |
| Income Tax Expense | | (31,622) | (11,584) |
| Benefits accrued as a result of operations | | <u>9,034</u> | <u>127,742</u> |

Notes to the Financial Statements

For the year ended 30 June 2022

Note 1: Summary of Significant Accounting Policies

The trustees have prepared the financial statements on the basis that the Superannuation Fund is not a reporting entity because it is not publicly accountable and is not required by law or governing document to prepare financial statements that comply with Australian Accounting Standards. The financial statements are therefore special purpose financial statements that have been prepared in order to meet the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations, the trust deed of the Fund and the needs of members.

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

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

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

a. Measurement of Investments

The Fund initially recognises:

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

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

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

Market value has been determined as follows:

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

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

b. Cash and Cash Equivalents

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

c. Revenue

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

Notes to the Financial Statements

For the year ended 30 June 2022

Interest revenue

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

Dividend revenue

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

Rental revenue

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

Distribution revenue

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

Remeasurement changes in market values

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

Contributions

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

d. Liability for Accrued Benefits

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

e. Critical Accounting Estimates and Judgements

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

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

Note 2: Liability for Accrued Benefits

| | 2022 \$ | 2021 \$ |
|---|------------|------------|
| Liability for accrued benefits at beginning of year | 906,972 | 779,230 |
| Benefits accrued as a result of operations | 9,034 | 127,742 |
| Current year member movements | 0 | 0 |
| Liability for accrued benefits at end of year | 916,006 | 906,972 |

Note 3: Vested Benefits

Notes to the Financial Statements

For the year ended 30 June 2022

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

| | 2022 | 2021 |
|-----------------|-------------|-------------|
| | \$ | \$ |
| Vested Benefits | 916,006 | 906,972 |

Note 4: Subsequent Event - COVID-19

Subsequent to the end of the financial year there have been considerable economic impacts in Australia and globally arising from the Coronavirus (COVID-19) pandemic, and Government actions to reduce the spread of the virus.

At the date of signing the financial statements the Trustees are unable to determine what financial effects the outbreak of the virus could have on the fund in the coming financial period.

No financial effects arising from the economic impacts of the virus have been included in the financial statements for the year ended 30 June 2022. The impacts may include a significant reduction in the carrying value of the SMSF assets and investments. The Trustees acknowledge their responsibility to continuously monitor the situation and evaluate this impact including whether the fund remains a going concern and its ability to pay its liabilities and future retirement benefits.

SECTION A – AUTHORITY AND DECLARATION

I / We, the undersigned, whose details appear in Section D, express the opinions detailed in Section E, on behalf of the entity detailed in Section B, for the financial year detailed in Section C.

This declaration is signed in accordance with a resolution of the trustee(s) / directors.

SECTION B – FUND DETAILS

| | |
|-----------|--|
| Fund Name | |
|-----------|--|

SECTION C – FINANCIAL YEAR

| | |
|-------------------------|--|
| Financial year end date | |
|-------------------------|--|

SECTION D – TRUSTEE / DIRECTOR DETAILS

| | | | | | |
|-------------------------|--|-----------|--|------|--|
| Trustee / Director name | | Signature | | Date | |
| Trustee / Director name | | Signature | | Date | |

SECTION E – OPINIONS

The trustee(s) have determined that the Fund is not a reporting entity.

The trustee(s) have determined that this special purpose financial report should be prepared in accordance with the accounting policies described in Note 1 in this financial report.

The Trustee(s) believe the financial report presents fairly the financial position of the Fund and the results of its operations in accordance with the accounting policies described in Note 1 to the financial report.

The Trustee(s) believe the financial report has been prepared in accordance with the requirements of the Trust Deed.

The Trustee(s) believe the operation of the Fund has been carried out in accordance with its Trust Deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993.

Member Reports

Member Reports, Contribution Confirmation

03



J & M Drapes Retirement Fund

Members Statement

Margaret Mary Drapes
Grevillea Apartments,300/28 The Boulevard,
CHERMESIDE, Queensland, 4032, Australia

Your Details

Date of Birth : Provided
Age: 79
Tax File Number: Provided
Date Joined Fund: 24/07/2003
Service Period Start Date: 01/01/1980
Date Left Fund:
Member Code: DRAMAR00003P
Account Start Date: 24/07/2003
Account Phase: Retirement Phase
Account Description: ABP

Nominated Beneficiaries: N/A
Nomination Type: N/A
Vested Benefits: 90,749

Your Balance

Total Benefits 90,749

Preservation Components

Preserved

Unrestricted Non Preserved 90,749

Restricted Non Preserved

Tax Components

Tax Free (66.10%) 59,985

Taxable 30,764

Your Detailed Account Summary

| | This Year | Last Year |
|--|-----------|-----------|
| Opening balance at 01/07/2021 | 89,904 | 90,485 |
| <u>Increases to Member account during the period</u> | | |
| Employer Contributions | | |
| Personal Contributions (Concessional) | | |
| Personal Contributions (Non Concessional) | | |
| Government Co-Contributions | | |
| Other Contributions | | |
| Proceeds of Insurance Policies | | |
| Transfers In | | |
| Net Earnings | 3,558 | 17,423 |
| Internal Transfer In | | |
| <u>Decreases to Member account during the period</u> | | |
| Pensions Paid | 2,713 | 18,004 |
| Contributions Tax | | |
| Income Tax | | |
| No TFN Excess Contributions Tax | | |
| Excess Contributions Tax | | |
| Refund Excess Contributions | | |
| Division 293 Tax | | |
| Insurance Policy Premiums Paid | | |
| Management Fees | | |
| Member Expenses | | |
| Benefits Paid/Transfers Out | | |
| Superannuation Surcharge Tax | | |
| Internal Transfer Out | | |
| Closing balance at 30/06/2022 | 90,749 | 89,904 |

J & M Drapes Retirement Fund

Members Statement

Trustee's Disclaimer

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

Signed by all the trustees of the fund

Margaret Mary Drapes
Director

J & M Drapes Retirement Fund

Members Statement

Margaret Mary Drapes
Grevillea Apartments,300/28 The Boulevard,
CHERMESIDE, Queensland, 4032, Australia

Your Details

Date of Birth : Provided
Age: 79
Tax File Number: Provided
Date Joined Fund: 24/07/2003
Service Period Start Date:
Date Left Fund:
Member Code: DRAMAR00011P
Account Start Date: 01/07/2021
Account Phase: Retirement Phase
Account Description: Pension

Nominated Beneficiaries: N/A
Nomination Type: N/A
Vested Benefits: 825,258

Your Balance

Total Benefits 825,258

Preservation Components

Preserved

Unrestricted Non Preserved 825,258

Restricted Non Preserved

Tax Components

Tax Free (66.70%) 550,447

Taxable 274,811

Your Detailed Account Summary

| | This Year | Last Year |
|--|-----------|-----------|
| Opening balance at 01/07/2021 | | |
| <u>Increases to Member account during the period</u> | | |
| Employer Contributions | | |
| Personal Contributions (Concessional) | | |
| Personal Contributions (Non Concessional) | | |
| Government Co-Contributions | | |
| Other Contributions | | |
| Proceeds of Insurance Policies | | |
| Transfers In | | |
| Net Earnings | 32,700 | |
| Internal Transfer In | 817,068 | |
| <u>Decreases to Member account during the period</u> | | |
| Pensions Paid | 24,510 | |
| Contributions Tax | | |
| Income Tax | | |
| No TFN Excess Contributions Tax | | |
| Excess Contributions Tax | | |
| Refund Excess Contributions | | |
| Division 293 Tax | | |
| Insurance Policy Premiums Paid | | |
| Management Fees | | |
| Member Expenses | | |
| Benefits Paid/Transfers Out | | |
| Superannuation Surcharge Tax | | |
| Internal Transfer Out | | |
| Closing balance at 30/06/2022 | 825,258 | 0 |

J & M Drapes Retirement Fund

Members Statement

Trustee's Disclaimer

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

Signed by all the trustees of the fund

Margaret Mary Drapes
Director

J & M Drapes Retirement Fund

Members Statement

John Russell Drapes
Grevillea Apartments,300/28 The Boulevard,
CHERMESIDE, Queensland, 4032, Australia

Your Details

| | | | |
|----------------------------|------------------|--------------------------|------------|
| Date of Birth : | Provided | Date of Death: | 18/06/2021 |
| Age: | 81 | Nominated Beneficiaries: | N/A |
| Tax File Number: | Provided | Nomination Type: | N/A |
| Date Joined Fund: | 24/07/2003 | Vested Benefits: | |
| Service Period Start Date: | 15/05/1967 | | |
| Date Left Fund: | | | |
| Member Code: | DRAJOH00003P | | |
| Account Start Date: | 24/07/2003 | | |
| Account Phase: | Retirement Phase | | |
| Account Description: | ABP | | |

Your Balance

Total Benefits

Preservation Components

Preserved
Unrestricted Non Preserved
Restricted Non Preserved

Tax Components

Tax Free (66.70%)
Taxable

Your Detailed Account Summary

| | This Year | Last Year |
|--|-----------|-----------|
| Opening balance at 01/07/2021 | 817,068 | 688,745 |
| <u>Increases to Member account during the period</u> | | |
| Employer Contributions | | |
| Personal Contributions (Concessional) | | |
| Personal Contributions (Non Concessional) | | |
| Government Co-Contributions | | |
| Other Contributions | | |
| Proceeds of Insurance Policies | | |
| Transfers In | | |
| Net Earnings | | 146,328 |
| Internal Transfer In | | |
| <u>Decreases to Member account during the period</u> | | |
| Pensions Paid | | 18,004 |
| Contributions Tax | | |
| Income Tax | | |
| No TFN Excess Contributions Tax | | |
| Excess Contributions Tax | | |
| Refund Excess Contributions | | |
| Division 293 Tax | | |
| Insurance Policy Premiums Paid | | |
| Management Fees | | |
| Member Expenses | | |
| Benefits Paid/Transfers Out | | |
| Superannuation Surcharge Tax | | |
| Internal Transfer Out | 817,068 | |
| Closing balance at 30/06/2022 | 0 | 817,069 |

J & M Drapes Retirement Fund

Members Statement

Trustee's Disclaimer

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

Signed by all the trustees of the fund

Margaret Mary Drapes
Director

Contribution & Benefit Payment Confirmation

SECTION A – FUND DETAILS

| | |
|--------------|--|
| Fund name | |
| Balance date | |

SECTION B – DETAILS OF PERSON MAKING THE CONFIRMATION

I, whose details appear in Section C below, being the Member of the entity detailed in Section A, do hereby affirm and attest that the amounts and allocations detailed in Section D do accurately reflect the contributions made for and benefit payments drawn by the members detailed in Section D in respect of the year of income ended on the date detailed in Section A.

SECTION C – CONTACT DETAILS OF PERSON MAKING THE CONFIRMATION

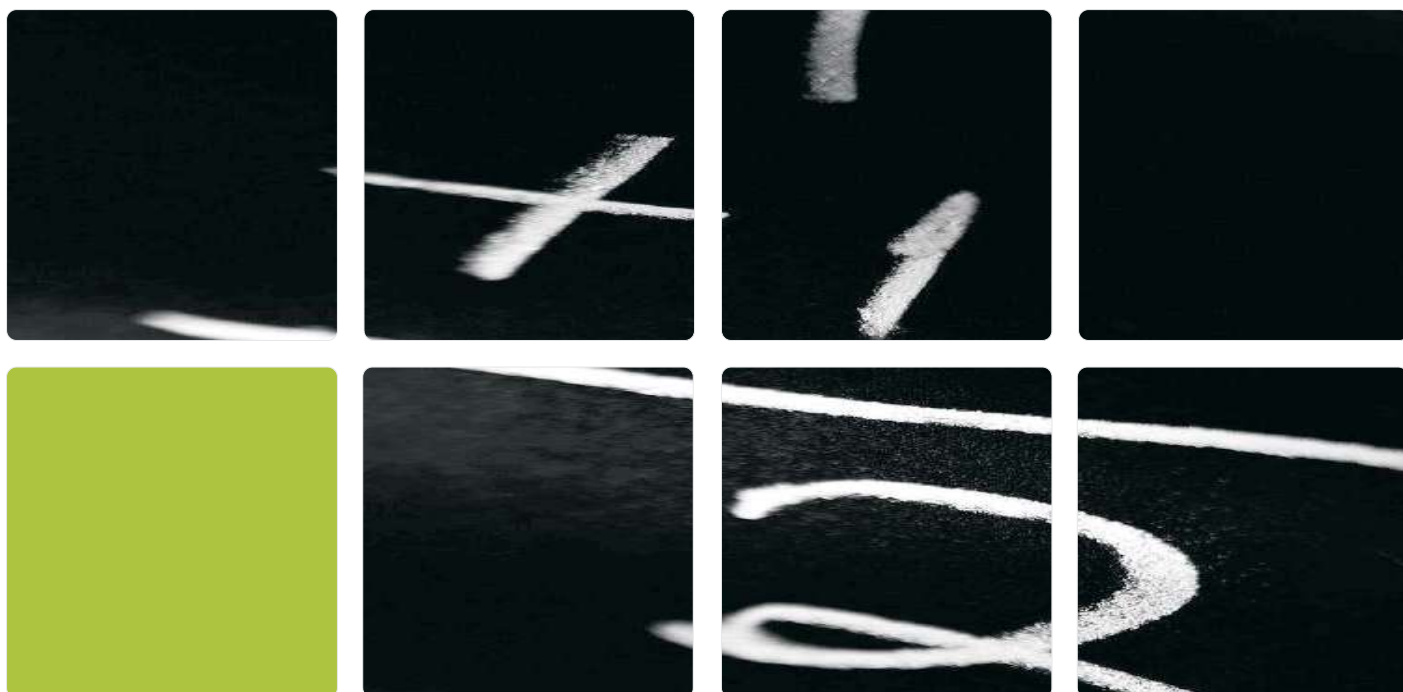
| | |
|----------------|--|
| Name | |
| Postal Address | |

SECTION D – CONTRIBUTION, ROLL-OVER & BENEFIT PAYMENT DETAILS

| | | | | |
|---------------------------------------|--|--|--|--|
| Member Name | | | | |
| Date of Birth | | | | |
| Fund Phase | | | | |
| Pension Type | | | | |
| Employer Contributions | | | | |
| Member Concessional Contributions | | | | |
| Member Non-Concessional Contributions | | | | |
| Govt Co-Contributions | | | | |
| Other Contributions | | | | |
| Roll-Ins | | | | |
| Pension Payments | | | | |
| Lump Sum Withdrawals | | | | |
| Roll-Outs | | | | |

SECTION E – SIGNATURE OF PERSON MAKING THE CONFIRMATION

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



Investment Reports

Investment Summary Report,
Investment Income Report



J & M Drapes Retirement Fund

Investment Summary Report

As at 30 June 2022

| Investment | | Units | Market Price | Market Value | Average Cost | Accounting Cost | Unrealised Gain/(Loss) | Gain/(Loss)% | Portfolio Weight% |
|---|---|----------|---------------|-------------------|--------------|-------------------|------------------------|---------------|-------------------|
| Cash/Bank Accounts | | | | | | | | | |
| | Macquarie Cash Management A/c (No. 961742160) | | 62,738.850000 | 62,738.85 | 62,738.85 | 62,738.85 | | | 7.11 % |
| | | | | 62,738.85 | | 62,738.85 | | | 7.11 % |
| Shares in Listed Companies (Australian) | | | | | | | | | |
| AMC.AX | Amcor Plc | 2,520.00 | 18.040000 | 45,460.80 | 14.51 | 36,563.16 | 8,897.64 | 24.33 % | 5.16 % |
| ALD.AX | Ampol Limited | 1,188.00 | 34.230000 | 40,665.24 | 30.00 | 35,635.57 | 5,029.67 | 14.11 % | 4.61 % |
| AZJ.AX | Aurizon Holdings Limited | 8,510.00 | 3.800000 | 32,338.00 | 4.56 | 38,812.52 | (6,474.52) | (16.68) % | 3.67 % |
| ANZ.AX | Australia And New Zealand Banking Group Limited | 1,890.00 | 22.030000 | 41,636.70 | 24.02 | 45,397.04 | (3,760.34) | (8.28) % | 4.72 % |
| BHP.AX | BHP Group Limited | 1,923.00 | 41.250000 | 79,323.75 | 32.55 | 62,589.90 | 16,733.85 | 26.74 % | 8.99 % |
| BXB.AX | Brambles Limited | 3,290.00 | 10.710000 | 35,235.90 | 10.69 | 35,184.58 | 51.32 | 0.15 % | 4.00 % |
| CGF.AX | Challenger Limited | 4,600.00 | 6.840000 | 31,464.00 | 6.37 | 29,288.30 | 2,175.70 | 7.43 % | 3.57 % |
| CBA.AX | Commonwealth Bank Of Australia. | 477.00 | 90.380000 | 43,111.26 | 49.47 | 23,597.35 | 19,513.91 | 82.70 % | 4.89 % |
| HLS.AX | Healius Limited | 8,566.00 | 3.670000 | 31,437.22 | 4.25 | 36,393.19 | (4,955.97) | (13.62) % | 3.56 % |
| LNK.AX | Link Administration Holdings Limited | 5,530.00 | 3.790000 | 20,958.70 | 3.69 | 20,379.56 | 579.14 | 2.84 % | 2.38 % |
| NAB.AX | National Australia Bank Limited | 1,700.00 | 27.390000 | 46,563.00 | 24.91 | 42,348.65 | 4,214.35 | 9.95 % | 5.28 % |
| RIO.AX | RIO Tinto Limited | 375.00 | 102.700000 | 38,512.50 | 83.43 | 31,286.60 | 7,225.90 | 23.10 % | 4.37 % |
| SUN.AX | Suncorp Group Limited | 3,390.00 | 10.980000 | 37,222.20 | 11.81 | 40,044.68 | (2,822.48) | (7.05) % | 4.22 % |
| WES.AX | Wesfarmers Limited | 590.00 | 41.910000 | 24,726.90 | 32.95 | 19,442.46 | 5,284.44 | 27.18 % | 2.80 % |
| WBC.AX | Westpac Banking Corporation | 2,340.00 | 19.500000 | 45,630.00 | 27.47 | 64,269.43 | (18,639.43) | (29.00) % | 5.17 % |
| WDS.AX | Woodside Energy Group Ltd | 2,282.00 | 31.840000 | 72,658.88 | 25.37 | 57,900.04 | 14,758.84 | 25.49 % | 8.24 % |
| WOW.AX | Woolworths Group Limited | 760.00 | 35.600000 | 27,056.00 | 31.37 | 23,839.13 | 3,216.87 | 13.49 % | 3.07 % |
| | | | | 694,001.05 | | 642,972.16 | 51,028.89 | 7.94 % | 78.70 % |
| Units in Listed Unit Trusts (Australian) | | | | | | | | | |
| CLW.AX | Charter Hall Long Wale Reit | 6,740.00 | 4.270000 | 28,779.80 | 5.06 | 34,112.60 | (5,332.80) | (15.63) % | 3.26 % |
| DXS.AX | Dexus | 3,810.00 | 8.880000 | 33,832.80 | 9.98 | 38,034.12 | (4,201.32) | (11.05) % | 3.84 % |

J & M Drapes Retirement Fund

Investment Summary Report

As at 30 June 2022

| Investment | | Units | Market Price | Market Value | Average Cost | Accounting Cost | Unrealised Gain/(Loss) | Gain/(Loss)% | Portfolio Weight% |
|------------|-----------------------|----------|--------------|--------------|--------------|-----------------|------------------------|--------------|-------------------|
| NSR.AX | National Storage Reit | 9,645.00 | 2.140000 | 20,640.30 | 1.52 | 14,641.99 | 5,998.31 | 40.97 % | 2.34 % |
| TCL.AX | Transurban Group | 2,912.00 | 14.380000 | 41,874.56 | 12.02 | 35,007.20 | 6,867.36 | 19.62 % | 4.75 % |
| | | | | 125,127.46 | | 121,795.91 | 3,331.55 | 2.74 % | 14.19 % |
| | | | | 881,867.36 | | 827,506.92 | 54,360.44 | 6.57 % | 100.00 % |

Investment Income Report

As at 30 June 2022

| | | Assessable Income | | | | | | | Other | | Distributed | Non- | |
|--|--|-------------------|-----------|-----------|--------------------|---------------------|-------------------|------------------------|------------------------------|----------------|-------------|------------------|------------------------|
| Investment | | Total Income | Franked | Unfranked | Interest/ Other | Franking Credits | Foreign Income | Foreign Credits * 1 | (Excl. Capital Gains) * 2 | TFN Credits | Deductions | Capital Gains | Assessable Payments |
| Bank Accounts | | | | | | | | | | | | | |
| | Macquarie Cash Management A/c (No. 961742160) | 62.84 | | | 62.84 | 0.00 | 0.00 | 0.00 | 62.84 | | | 0.00 | 0.00 |
| | | 62.84 | | | 62.84 | 0.00 | 0.00 | 0.00 | 62.84 | | | 0.00 | 0.00 |
| Shares in Listed Companies (Australian) | | | | | | | | | | | | | |
| AGL.AX | Agl Energy Limited | 443.70 | 0.00 | 443.70 | | 0.00 | | | 443.70 | | 0.00 | | |
| AMC.AX | Amcor Plc | 1,801.10 | 0.00 | 1,801.10 | | 0.00 | | | 1,801.10 | | 0.00 | | |
| ALD.AX | Ampol Limited | 1,104.84 | 1,104.84 | 0.00 | | 473.50 | | | 1,578.34 | | 0.00 | | |
| AZJ.AX | Aurizon Holdings Limited | 2,118.99 | 1,706.68 | 412.31 | | 731.43 | | | 2,850.42 | | 0.00 | | |
| ANZ.AX | Australia And New Zealand Banking Group Limited | 2,683.80 | 2,683.80 | 0.00 | | 1,150.20 | | | 3,834.00 | | 0.00 | | |
| BHP.AX | BHP Group Limited | 18,978.90 | 18,978.90 | 0.00 | | 8,133.82 | | | 27,112.72 | | 0.00 | | |
| BXB.AX | Brambles Limited | 963.97 | 289.19 | 674.78 | | 123.94 | | | 1,087.91 | | 0.00 | | |
| CGF.AX | Challenger Limited | 726.40 | 726.40 | 0.00 | | 311.31 | | | 1,037.71 | | 0.00 | | |
| CBA.AX | Commonwealth Bank Of Australia. | 17,166.83 | 17,166.83 | 0.00 | | 7,357.21 | | | 24,524.04 | | 0.00 | | |
| EDV.AX | Endeavour Group Limited | 64.40 | 64.40 | 0.00 | | 27.60 | | | 92.00 | | 0.00 | | |
| HLS.AX | Healius Limited | 1,345.03 | 1,345.03 | 0.00 | | 576.44 | | | 1,921.47 | | 0.00 | | |
| LNK.AX | Link Administration Holdings Limited | 470.05 | 470.05 | 0.00 | | 201.45 | | | 671.50 | | 0.00 | | |
| NAB.AX | National Australia Bank Limited | 2,159.00 | 2,159.00 | 0.00 | | 925.28 | | | 3,084.28 | | 0.00 | | |
| ORA.AX | Orora Limited | 395.40 | 0.00 | 395.40 | | 0.00 | | | 395.40 | | 0.00 | | |
| RIO.AX | RIO Tinto Limited | 4,575.82 | 4,575.82 | 0.00 | | 1,961.07 | | | 6,536.89 | | 0.00 | | |
| SUN.AX | Suncorp Group Limited | 2,406.90 | 2,406.90 | 0.00 | | 1,031.53 | | | 3,438.43 | | 0.00 | | |
| WES.AX | Wesfarmers Limited | 765.00 | 765.00 | 0.00 | | 327.86 | | | 1,092.86 | | 0.00 | | |
| WBC.AX | Westpac Banking Corporation | 2,831.40 | 2,831.40 | 0.00 | | 1,213.45 | | | 4,044.85 | | 0.00 | | |
| WPL.AX | Woodside Petroleum Ltd | 3,622.17 | 3,622.17 | 0.00 | | 1,552.36 | | | 5,174.53 | | 0.00 | | |
| WOW.AX | Woolworths Group Limited | 10,450.40 | 10,450.40 | 0.00 | | 4,478.75 | | | 14,929.15 | | 0.00 | | |
| | | 75,074.10 | 71,346.81 | 3,727.29 | | 30,577.20 | | | 105,651.30 | | 0.00 | | |
| Units in Listed Unit Trusts (Australian) | | | | | | | | | | | | | |
| CLW.AX | Charter Hall Long Wale Reit | 1,542.10 | | | 564.43 | 0.00 | 0.00 | 0.00 | 564.43 | | 0.00 | 0.00 | 977.67 |

J & M Drapes Retirement Fund

Investment Income Report

As at 30 June 2022

| Investment | | Total Income | Franked | Unfranked | Interest/ Other | Franking Credits | Foreign Income | Foreign Credits * 1 | Assessable Income (Excl. Capital Gains) * 2 | TFN Credits | Other Deductions | Distributed Capital Gains | Non- Assessable Payments |
|------------|----------------------------|------------------|------------------|-----------------|--------------------|---------------------|-------------------|------------------------|---|----------------|---------------------|---------------------------------|--------------------------------|
| DXS.AX | Dexus | 783.00 | | | 462.65 | 0.00 | 0.00 | 0.00 | 462.65 | | 0.00 | 1,259.30 | (938.95) |
| NSR.AX | National Storage Reit | 964.50 | | | 292.54 | 0.00 | 15.96 | 0.85 | 309.35 | | 0.00 | 0.00 | 656.00 |
| SKI.AX | Spark Infrastructure Group | 2,786.78 | 2,066.00 | 0.00 | 534.45 | 1,031.43 | 0.00 | 0.00 | 3,631.88 | | 0.00 | 0.00 | 186.33 |
| TCL.AX | Transurban Group | 1,161.88 | 31.15 | 0.00 | 571.28 | 13.35 | 0.00 | 0.00 | 615.78 | | 0.00 | 0.00 | 559.45 |
| | | 7,238.26 | 2,097.15 | 0.00 | 2,425.35 | 1,044.78 | 15.96 | 0.85 | 5,584.09 | | 0.00 | 1,259.30 | 1,440.50 |
| | | 82,375.20 | 73,443.96 | 3,727.29 | 2,488.19 | 31,621.98 | 15.96 | 0.85 | 111,298.23 | | 0.00 | 1,259.30 | 1,440.50 |

Assessable Income (Excl. Capital Gains) **111,298.23**

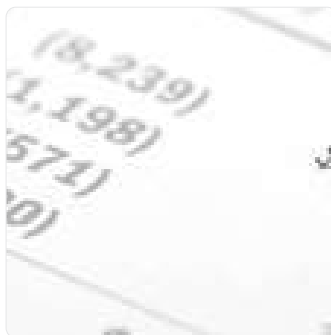
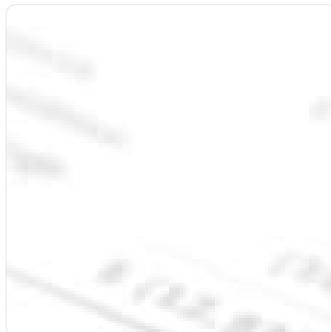
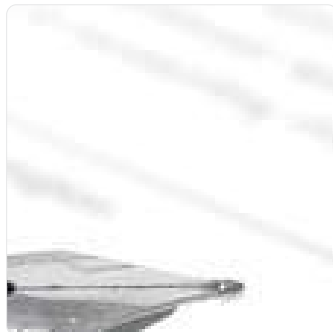
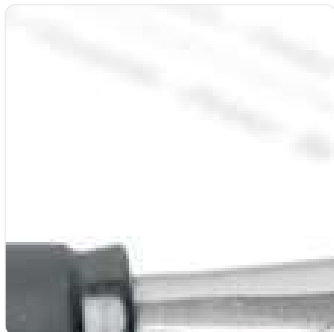
Net Capital Gain **839.53**

Total Assessable Income 112,137.76

* 1 Includes foreign credits from foreign capital gains.

* 2 Assessable Income in the SMSF Annual Return will be different as capital gains and losses from disposals of assets have not been included.

For a breakdown of Distributed Capital Gains and Non-Assessable Payments refer to Distributions Reconciliation Report.



SMSF Annual Return

SMSF Annual Return



PART A

Electronic Lodgement Declaration (Form MS)

This declaration is to be completed where the return is to be lodged via the Tax Office's Electronic Lodgment Service (ELS). It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

Privacy

Your tax file number

It is not an offence not to quote your (or if applicable, the partner's or beneficiary's) tax file number (TFN). However, you cannot lodge your income tax return electronically if you do not quote your TFN. The Tax Office is authorised by the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 to ask for information in this tax return.

The Australian Business Register

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

Please refer to the privacy statement on the Australian Business Register (ABR) website (www.abr.gov.au) for further information – it outlines our commitment to safeguarding your details.

Tax File Number

Name of Partnership, Trust, Fund or Entity

Year

I authorise my tax agent to electronically transmit this tax return via the Electronic Lodgment Service.

Important

Before making this declaration please check to ensure that all income has been disclosed and the tax return is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the Tax Office. The tax law provides heavy penalties for false or misleading statements on tax returns.

Declaration: I declare that:

- the current trustee and directors have authorised this return and it is documented as such in the Self Managed Superannuation Fund's record
- I have received the audit report and I am aware of any matters raised
- the agent is authorised to lodge this annual return, including any applicable schedules

Signature of Partner, Trustee or
Public Officer

Date

PART C

Tax Agent's Certificate (Shared facility users only)

I declare that,

- I have prepared this tax return in accordance with the information supplied by the trustees
- I have received a declaration from the trustees stating that the information provided to me is true and correct
- I am authorised by the trustees to lodge this annual return, including any applicable schedules

Agent's signature

Date

Contact name

Agent's Phone No

Agent Ref No

Self-managed superannuation fund annual return 2022

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 2022* (NAT 71287).

- ❗ The *Self-managed superannuation fund annual return instructions 2022* (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 ☒ in ALL applicable boxes.

- ➡ Postal address for annual returns:

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

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

1 Tax file number (TFN)

- ➡ To assist processing, write the fund's TFN at the top of pages 3, 5, 7, 9 and 11.

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

2 Name of self-managed superannuation fund (SMSF)

J & M Drapes Retirement Fund

3 Australian business number (ABN) (if applicable)

4 Current postal address

144 Church Street

Suburb/town

Brighton

State/territory

VIC

Postcode

3186

5 Annual return status

Is this an amendment to the SMSF's 2022 return?

A No ☒ Yes ☐

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

B No ☒ Yes ☐

Tax File Number

6 SMSF auditor

Auditor's name

Title: Mr ☒ Mrs ☐ Miss ☐ Ms ☐ Other

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Postal address

Suburb/town

State/territory

Postcode

Date audit was completed **A** / /

Was Part A of the audit report qualified?

B No ☒ Yes ☐

Was Part B of the audit report qualified?

C No ☒ Yes ☐

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

D No ☐ Yes ☐

7 Electronic funds transfer (EFT)

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

A Fund's financial institution account details

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

Fund BSB number

Fund account number

Fund account name

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.

Tax File Number

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

9 Was the fund wound up during the income year?

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

10 Exempt current pension income

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

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

No ☐ Go to Section B: Income.

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

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

Segregated assets method **B** ☒

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

Did the fund have any other income that was assessable?

E Yes ☐ Go to Section B: Income.

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

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

Section B: **Income**

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

11 Income

Did you have a capital gains tax (CGT) event during the year?

G No ☐ Yes ☐

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2022*.

Have you applied an exemption or rollover?

M No ☐ Yes ☐

Code

☐

Net capital gain

A \$

Gross rent and other leasing and hiring income

B \$

Gross interest

C \$

Forestry managed investment scheme income

X \$

Gross foreign income

D1 \$

Net foreign income

D \$

Loss

☐

Australian franking credits from a New Zealand company

E \$

Transfers from foreign funds

F \$

Number

Gross payments where ABN not quoted

H \$

Gross distribution from partnerships

I \$

Loss

☐

*Unfranked dividend amount

J \$

*Franked dividend amount

K \$

*Dividend franking credit

L \$

*Gross trust distributions

M \$

Code

☐
Calculation of assessable contributions

Assessable employer contributions

R1 \$

plus Assessable personal contributions

R2 \$

plus **No-TFN-quoted contributions

R3 \$

(an amount must be included even if it is zero)

less Transfer of liability to life insurance company or PST

R6 \$
Assessable contributions
(**R1** plus **R2**
plus **R3** less **R6**)
R \$
Calculation of non-arm's length income

*Net non-arm's length private company dividends

U1 \$

plus *Net non-arm's length trust distributions

U2 \$

plus *Net other non-arm's length income

U3 \$

*Other income

S \$

Code

☐

*Assessable income due to changed tax status of fund

T \$
Net non-arm's length income
(subject to 45% tax rate)
(**U1** plus **U2** plus **U3**)
U \$

*This is a mandatory label.

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

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

Loss

☐

Exempt current pension income

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

Loss

☐

Section C: Deductions and non-deductible expenses**12 Deductions and non-deductible expenses**

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

| DEDUCTIONS | | NON-DEDUCTIBLE EXPENSES | |
|--|-----------------------------------|-----------------------------------|--------|
| Interest expenses within Australia | A1 \$ <input type="text"/> | A2 \$ <input type="text"/> | |
| Interest expenses overseas | B1 \$ <input type="text"/> | B2 \$ <input type="text"/> | |
| Capital works expenditure | D1 \$ <input type="text"/> | D2 \$ <input type="text"/> | |
| Decline in value of depreciating assets | E1 \$ <input type="text"/> | E2 \$ <input type="text"/> | |
| Insurance premiums – members | F1 \$ <input type="text"/> | F2 \$ <input type="text"/> | |
| SMSF auditor fee | H1 \$ <input type="text"/> | H2 \$ <input type="text"/> | |
| Investment expenses | I1 \$ <input type="text"/> | I2 \$ <input type="text"/> | 13,420 |
| Management and administration expenses | J1 \$ <input type="text"/> | J2 \$ <input type="text"/> | 1,249 |
| Forestry managed investment scheme expense | U1 \$ <input type="text"/> | U2 \$ <input type="text"/> | |
| Other amounts | L1 \$ <input type="text"/> | L2 \$ <input type="text"/> | |
| Tax losses deducted | M1 \$ <input type="text"/> | | |

TOTAL DEDUCTIONS

N \$

(Total **A1** to **M1**)

TOTAL NON-DEDUCTIBLE EXPENSES

Y \$

(Total **A2** to **L2**)

#TAXABLE INCOME OR LOSS

O \$ Loss ☐

(TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)

TOTAL SMSF EXPENSES

Z \$

(N plus Y)

#This is a mandatory label.

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
2022* on how to complete the
calculation statement.

#Taxable income **A** \$ 0
(an amount must be included even if it is zero)

#Tax on taxable income **T1** \$ 0.00
(an amount must be included even if it is zero)

#Tax on no-TFN-quoted contributions **J** \$ 0.00
(an amount must be included even if it is zero)

Gross tax **B** \$ 0.00
(T1 plus J)

Foreign income tax offset
C1 \$

Rebates and tax offsets
C2 \$

Non-refundable non-carry forward tax offsets
C \$
(C1 plus C2)

SUBTOTAL 1

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

Early stage venture capital limited partnership tax offset
D1 \$ 0.00

Early stage venture capital limited partnership tax offset carried forward from previous year
D2 \$ 0.00

Early stage investor tax offset
D3 \$ 0.00

Early stage investor tax offset carried forward from previous year
D4 \$ 0.00

Non-refundable carry forward tax offsets
D \$ 0.00
(D1 plus D2 plus D3 plus D4)

SUBTOTAL 2

T3 \$ 0.00
(T2 less D – cannot be less than zero)

Complying fund's franking credits tax offset
E1 \$ 31,621.98

No-TFN tax offset
E2 \$

National rental affordability scheme tax offset
E3 \$

Exploration credit tax offset
E4 \$ 0.00

Refundable tax offsets
E \$ 31,621.98
(E1 plus E2 plus E3 plus E4)

#TAX PAYABLE **T5** \$ 0.00
(T3 less E – cannot be less than zero)

Section 102AAM interest charge

G \$

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

| | |
|---|--|
| Eligible credits | |
| H | \$ |
| <small>(H1 plus H2 plus H3 plus H5 plus H6 plus H8)</small> | |

| | |
|--|---|
| #Tax offset refunds <small>(Remainder of refundable tax offsets)</small> | I \$ 31,621.98 |
| | <small>(unused amount from label E – an amount must be included even if it is zero)</small> |

PAYG instalments raised**K** \$ **Supervisory levy****L** \$ 259.00**Supervisory levy adjustment for wound up funds****M** \$ **Supervisory levy adjustment for new funds****N** \$ **AMOUNT DUE OR REFUNDABLE**

A positive amount at **S** is what you owe, while a negative amount is refundable to you.

S \$ -31,362.98(T5 plus G less H less I less K plus L less M plus N)

#This is a mandatory label.

Section E: Losses**14 Losses**

! If total loss is greater than \$100,000, complete and attach a *Losses schedule 2022*.

| | |
|--|--|
| Tax losses carried forward to later income years | U \$ |
| Net capital losses carried forward to later income years | V \$ 35,970 |

Section F: **Member information****MEMBER 1**Title: Mr ☐ Mrs ☒ Miss ☐ Ms ☐ Other

Family name

Drapes

First given name

Margaret

Other given names

Mary**Member's TFN**

See the Privacy note in the Declaration.

Provided**Date of birth**

Day Month Year

Provided**Contributions**OPENING ACCOUNT BALANCE \$ **89,904.23****!** 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 \$

Day Month Year

H1 Receipt date / /

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**

Accumulation phase account balance

S1 \$ **0.00**Retirement phase account balance
– Non CDBIS**S2 \$** **916,006.31**Retirement phase account balance
– CDBIS**S3 \$** **0.00** **0** TRIS Count**CLOSING ACCOUNT BALANCE S \$** **(S1 plus S2 plus S3)**

Allocated earnings or losses

O \$ **36,257.05**

Inward rollovers and transfers

P \$ **817,068.03**

Outward rollovers and transfers

Q \$

Lump Sum payments

R1 \$

Income stream payments

R2 \$ **27,223.00**

Loss

Code

Code

MAccumulation phase value **X1 \$** Retirement phase value **X2 \$** Outstanding limited recourse
borrowing arrangement amount **Y \$**

Tax File Number **Provided****Section G: Supplementary member information****MEMBER 7**Title: Mr ☒ Mrs ☐ Miss ☐ Ms ☐ Other Account
statusCode
C

Family name

Drapes

First given name

John

Other given names

Russell**Member's TFN**

See the Privacy note in the Declaration.

Provided**Date of birth**

Day Month Year

Provided**If deceased, date of death**

Day Month Year

18 / 06 / 2021**Contributions**OPENING ACCOUNT BALANCE \$ **817,068.03****i** 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 \$

Day Month Year

H1 Receipt date / /

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**

Accumulation phase account balance

S1 \$ 0.00Retirement phase account balance
– Non CDBIS**S2 \$** 0.00Retirement phase account balance
– CDBIS**S3 \$** 0.00**0** TRIS Count**CLOSING ACCOUNT BALANCE S \$**
(**S1** plus **S2** plus **S3**)

Allocated earnings or losses

O \$

Inward rollovers and transfers

P \$

Outward rollovers and transfers

Q \$ 817,068.03

Lump Sum payments

R1 \$

Income stream payments

R2 \$

Loss

☐

Code

☐

Code

☐Accumulation phase value **X1 \$** Retirement phase value **X2 \$** Outstanding limited recourse
borrowing arrangement amount **Y \$**

Section H: **Assets and liabilities****15 ASSETS****15a Australian managed investments**Listed trusts **A** \$ 125,127Unlisted trusts **B** \$ Insurance policy **C** \$ Other managed investments **D** \$ **15b Australian direct investments**Cash and term deposits **E** \$ 62,738**Limited recourse borrowing arrangements**

Australian residential real property

J1 \$

Australian non-residential real property

J2 \$

Overseas real property

J3 \$

Australian shares

J4 \$

Overseas shares

J5 \$

Other

J6 \$

Property count

J7 Debt securities **F** \$ Loans **G** \$ Listed shares **H** \$ 694,001Unlisted shares **I** \$ Limited recourse borrowing arrangements **J** \$ Non-residential real property **K** \$ Residential real property **L** \$ Collectables and personal use assets **M** \$ Other assets **O** \$ 34,138**15c Other investments**Crypto-Currency **N** \$ **15d Overseas direct investments**Overseas shares **P** \$ Overseas non-residential real property **Q** \$ Overseas residential real property **R** \$ Overseas managed investments **S** \$ Other overseas assets **T** \$ **TOTAL AUSTRALIAN AND OVERSEAS ASSETS** **U** \$ 916,004
(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 ☐\$

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 style="width: 150px;" type="text"/> | |
| Permissible temporary borrowings V2 \$ <input style="width: 150px;" type="text"/> | |
| Other borrowings V3 \$ <input style="width: 150px;" type="text"/> | |
| | Borrowings V \$ <input style="width: 150px;" type="text"/> |
| Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G) W \$ <input style="width: 150px;" type="text" value="916,004"/> | |
| | Reserve accounts X \$ <input style="width: 150px;" type="text"/> |
| | Other liabilities Y \$ <input style="width: 150px;" type="text"/> |
| TOTAL LIABILITIES Z \$ <input style="width: 150px;" type="text" value="916,004"/> | |

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 2021–22 income year, write **2022**).

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 2022*.

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 2022* for each election.

C

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2022*.

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: Mr ☐ Mrs ☒ Miss ☐ Ms ☐ Other

Family name

Drapes

First given name

Margaret

Other given names

Mary

Phone number 0423931039

Email address

j.m.drapes@hotmail.com

Non-individual trustee name (if applicable)

Drapes Retirement Pty Ltd

ABN of non-individual trustee

Time taken to prepare and complete this annual return Hrs

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

TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 2022* 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: Mr ☐ Mrs ☐ Miss ☐ Ms ☒ Other

Family name

White

First given name

Felicity

Other given names

Tax agent's practice

CONNECTUS TAX PTY LTD

Tax agent's phone number

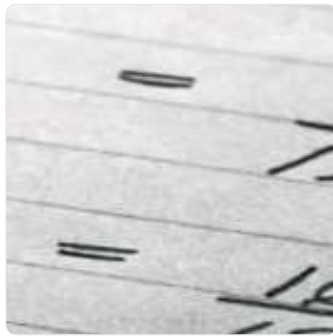
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Reference number

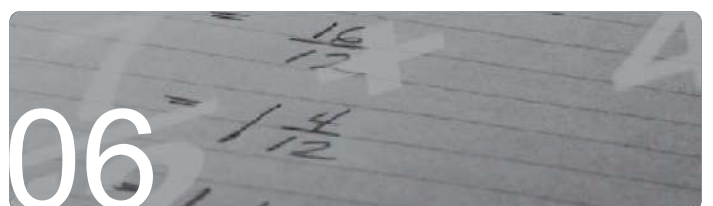
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Tax agent number

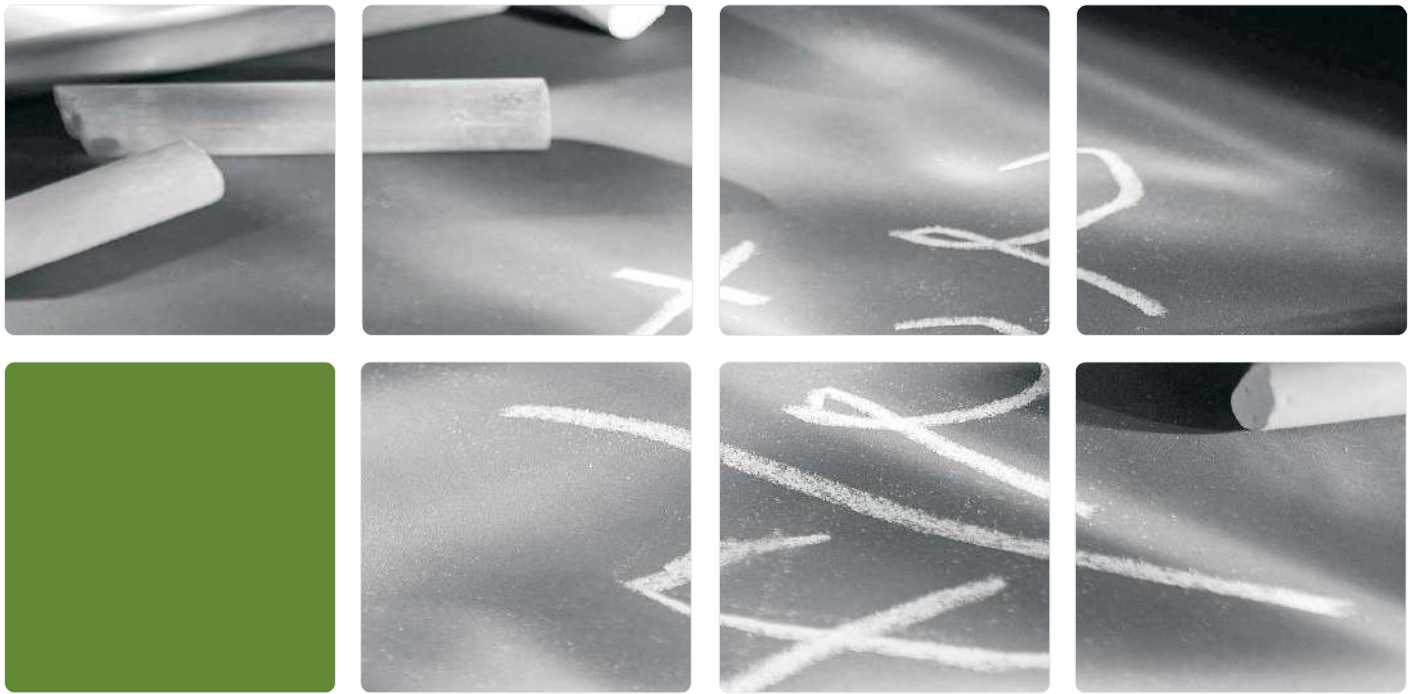
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Invoice(s)
Invoice(s)



06



Minutes & Audit Engagement Documents

Minutes of Meeting, Audit Engagement Documents



Memorandum of Resolutions of the Director(s) of

Drapes Retirement Pty Ltd ACN: 653185990

ATF J & M Drapes Retirement Fund

FINANCIAL STATEMENTS OF SUPERANNUATION FUND:

It was resolved that the financial statements would be prepared as special purpose financial statements as, in the opinion of the directors of the Trustee Company, the Superannuation Fund is not a reporting entity and therefore is not required to comply with all Australian Accounting Standards.

It was further resolved that the financial statements and notes to the financial statements of the Superannuation Fund in respect of the year ended 30 June 2022 thereon be adopted.

TRUSTEE'S DECLARATION:

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

ANNUAL RETURN:

Being satisfied that the Fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and Regulations during the year ended 30 June 2022, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.

TRUST DEED:

It was resolved that the advice received from the Fund's legal adviser confirming that the fund's trust deed is consistent with all relevant superannuation and trust law.

INVESTMENT STRATEGY:

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

INSURANCE COVER:

The trustee(s) reviewed the current life and total and permanent disability insurance coverage on offer to the members and resolved that the current insurance arrangements were appropriate for the Fund.

ALLOCATION OF INCOME:

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

INVESTMENT ACQUISITIONS:

It was resolved to ratify the investment acquisitions throughout the financial year ended 30 June 2022.

INVESTMENT DISPOSALS:

It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2022.

AUDITORS:

It was resolved that

AXiA Audit Super Pty Ltd

of

PO Box 3553, Australia Fair, Queensland 4215

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

TAX AGENTS:

It was resolved that

CONNECTUS TAX PTY LTD

act as tax agents of the Fund for the next financial year.

TRUSTEE STATUS:

Each of the trustee(s) confirmed that they are qualified to act as trustee(s) of the

Memorandum of Resolutions of the Director(s) of

Drapes Retirement Pty Ltd ACN: 653185990
ATF J & M Drapes Retirement Fund

Fund and that they are not disqualified persons as defined by s 120 of the SISA.

PAYMENT OF BENEFITS:

The trustee has ensured that any payment of benefits made from the Fund, meets the requirements of the Fund's deed and does not breach the superannuation laws in relation to:

- 1. making payments to members; and,
- 2. breaching the Fund or the member investment strategy.

The trustee has reviewed the payment of the benefit and received advice that the transfer is in accordance with the Deed and the superannuation laws. As such the trustee has resolved to allow the payment of the benefits on behalf of the member.

CLOSURE:

Signed as a true record –

.....
Margaret Drapes
/ /

General Authority Letter

SECTION A – AUTHORITY AND DECLARATION

I / We, the undersigned, whose details appear in Section C below, do hereby expressly approve and authorise SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988), whose details appear in Section D below, and their agents, to access all information held by you in relation to the entity whose details appear in Section B below.

I / We authorise for this information to be released verbally, via email, post or fax as requested by SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988). Where possible, we sanction SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988) access to online, view-only, non- transactional access to this information and request your assistance in establishing the same.

This Authority is effective from the Effective Date stipulated in Section B. I am / We are aware that I / we can revoke this authority at any time. Please accept a photocopy, facsimile or scanned copy of this letter as authority, as the original will stay on our file at SMSF Administration Solutions Pty Ltd.

I / We declare that, to the best of my / our knowledge, at the date hereof, the information provided in this form is true and correct.

SECTION B – SUPER FUND DETAILS

Super Fund Name

Super Fund Address

Effective Date

Period of Authority

Ongoing

SECTION C – SUPER FUND TRUSTEE / CORPORATE TRUSTEE DIRECTOR DETAILS

Trustee / Director Name

Signature

Date of Birth

Trustee / Director Name

Signature

Date of Birth

Trustee / Director Name

Signature

Date of Birth

Trustee / Director Name

Signature

Date of Birth

SECTION D – AUTHORISED ENTITY DETAILS

Company Name

SMSF Administration Solutions Pty Ltd

ABN

76 097 695 988

Office Adviser Code

B735

Postal Address

GPO Box 9981, Adelaide South Australia 5001

Phone

1300 023 170

Email Address

requests@superfundadmin.com.au

Private & Confidential

The Trustee/s

Dear Trustee/s

**AUDIT ENGAGEMENT LETTER – AUDIT OF SUPERANNUATION FUND
(the 'Fund'):**

You have requested that I complete the financial and compliance audit of your Fund for the year ended . I am pleased to confirm my acceptance of the appointment and would now like to set out my understanding of the terms of this engagement, our responsibilities and the process I will undertake to complete the audit by means of this letter.

Audit of the Financial Report

In accordance with Section 35C of the *Superannuation Industry (Supervision) Act 1993* ('SISA'), the financial report of a regulated superannuation fund must be audited by an approved auditor. The auditor must give the trustee a report on the special purpose financial report in the approved form within the prescribed time after the year of income to which the financial report relates. Our report must be read in conjunction with the accompanying Management Letter and SISA Section 129 Notice, as applicable.

My responsibilities include obtaining reasonable assurance that the financial report, taken as a whole, is free from material misstatement, whether caused by fraud or error. Notwithstanding this responsibility, due to the inherent limitations of an audit, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with the Australian Auditing Standards.

The work undertaken by me to form an opinion is permeated by judgement, in particular regarding the nature, timing and extent of the audit procedures for gathering of audit evidence and the drawing of conclusions based on the audit evidence gathered. In addition, there are inherent limitations in any audit, and these include the use of testing, the inherent limitations of any internal control structure, the possibility of collusion to commit fraud, and the fact that most audit evidence is persuasive rather than conclusive. As a result, my audit can only provide reasonable – not absolute – assurance that the financial report is free from material misstatement.

Trustee's Obligations

I direct your attention to the fact that it is the responsibility of each trustee for the maintenance of adequate accounting records and internal controls, the safeguarding of the assets of the Fund, the selection and application of accounting policies, the preparation of the special purpose financial report and returns, and compliance, at all times, with the SISA.

These duties are imposed upon the Trustees by the trust deed and the SISA. The Trustees are required to keep minutes of meetings, reports and records of changes of Trustees for ten years.

The financial report must be prepared using an acceptable financial reporting framework.

I note that each trustee is responsible for providing access to all information that is relevant to the preparation of the financial report, and any additional information that may be required as part of the audit. In particular,

I further note that each trustee is responsible for the implementation and operations of accounting and internal control systems that are designed to prevent and detect fraud and error. Your signature below evidences your understanding and acknowledgement of these responsibilities, and confirms these pre-conditions have been met by each Fund trustee.

The audit of the financial report does not relieve the trustee of their individual responsibilities.

My audit will be conducted in accordance with Australian Auditing Standards. The objective of the audit is to obtain a reasonable assurance about whether the special purpose financial report as a whole is free from material misstatement, whether due to fraud or error and to issue an audit report on the financial report.

My responsibilities also include ensuring compliance with all relevant ethical requirements. I must ensure I plan and perform the audit with professional scepticism, whilst recognising that circumstances may exist that can cause the financial report to be materially misstated. Whilst undertaking the audit, I am also required to exercise professional judgment in planning and performing my work.

My audit will be planned and conducted primarily to enable me to express a professional opinion as to whether the financial report complies with Australian Accounting Standards and other mandatory professional reporting requirements as adopted by the trustee in writing but, also, so as to have reasonable expectation of detecting those material misstatements arising as a result of irregularities which would have a material effect on the financial report. Unless otherwise agreed to in writing, I assume no responsibility to design audit procedures to identify matters that may be appropriate to report to you.

I am required to communicate the planned scope and timing of my audit, and I note the scope of my audit will be sufficient to perform my duties as the auditor of the Fund. The timing of the audit will be dictated by the provision of relevant documentation to commence the audit, together with responses to audit queries we raise with you or your Audit Intermediary (being your Fund Administrator, Financial Advisor and/or Accountant). Generally speaking, the auditing standards require a presumption that revenue recognition, and the possibility of the trustee overriding internal controls as significant risks.

My audit work involves examination, on a test basis, of evidence supporting the amounts and other disclosures in the financial report in order to form an opinion as to whether, in all material respects, the financial report:

- Is presented fairly in accordance with the accounting policies described in the Notes to the Financial Statements; and
- Fairly represents the financial position of the Fund at balance date and its operating results for the year then ended.

As the auditor of your Fund, I note I am not responsible for investment decisions. You should not consider the receipt of an unmodified audit report a validation of investment choices made as the trustee of the Fund. Investment decisions, and the resultant outcomes, are the responsibility of the trustee. Your signature below acknowledges each trustee is responsible for investment decisions and outcomes.

As part of our audit, I will request from the trustees written confirmation concerning representations made to me in connection with the audit. Such representations may be furnished via the Management Representation Letter, email correspondence, or in any other format requested by my office or I. I may also rely on representations made by your Fund Administrator, Financial Advisor and/or Accountant (the '**Audit Intermediary**'), as applicable. All such representations form part of our audit workpaper file. Execution of such representations are intended to operate in accordance with the signing parameters outlined in SISA Section 35B(3).

Any requests for documentation required for the audit of your Fund must be provided within 14 days of the request being made under Section 35C(2) of the SISA.

I am required by the Australian Auditing Standards to include an *Emphasis of Matter* paragraph in our audit report; the anticipated wording will be:

Without modifying my opinion, I draw attention to Note 1 of the financial report, which describes the basis of accounting. The financial report has been prepared to assist the Fund meet the requirements of the Superannuation Industry (Supervision) Act 1993 ('SISA') and the Superannuation Industry (Supervision) Regulations 1994 ('SISR'). As a result, the financial report may not be suitable for other purposes and should not be distributed to parties other than the trustees. My opinion is not modified in respect of this matter.

In the first year of our engagement, I am also required to draw attention to the fact that the financial report in the prior period was audited by a different auditor. Depending upon how this is to be addressed, my audit report may include a qualified opinion on Opening Balances or an Other Matter paragraph. I note I am required to include the name of the previous auditor, whether their audit opinion was modified and the date of their audit report.

Audit Communications

If my audit report requires an additional *Emphasis of Matter* paragraph, or an *Other Matter* paragraph, I am obligated to communicate with you regarding the inclusion of such an additional paragraph, along with the anticipated wording.

Notwithstanding the ATO publish the required wording of the audit report that I am required to use, there may be circumstances in which my report may differ from its expected form and content. An audit opinion may be modified, typically as a qualified opinion, or an adverse opinion may be issued. In certain cases, a disclaimer of opinion may be appropriate. Again, I am obligated to communicate with you regarding any modification to my opinion, along with the anticipated wording.

I am required to inform you of certain uncorrected misstatements identified during the audit, and I must obtain representations from you acknowledging the uncorrected misstatements have been brought to your attention, and that you have considered the effects of these misstatements to be either material or immaterial individually and in aggregate to the financial report.

At the completion of the audit, I will prepare an Audit Management Letter to advise you of any matters encountered during the course of the audit that I believe should be brought to your attention. Please note you should not assume that matters reported to you, or that a report that there are no matters to be communicated, indicates that there are no additional matters that you should be aware of in meeting your responsibilities. The Audit Management Letter and Independent Auditor's Report including Section 129 Notice if applicable, are provided solely for the information and use of the trustee and should not be used for any other purpose.

Audit of SIS Compliance

I acknowledge that I am a member of a practice that applies ASQC 1, and that I have the assurance skills and techniques developed through intensive training and practical application, and that I have sufficient competence in the audit of self managed superannuation funds to accept responsibility for the assurance opinion that will be issued.

I acknowledge that during the compliance engagement, I will apply professional scepticism, exercise my professional judgment, and apply assurance skills and techniques in the planning and performing of the compliance engagement.

I am also required to form an opinion in respect of compliance with certain aspects of SISA and the SISR thereto, being the *Superannuation Industry (Supervision) Regulations 1994* ('**SISR**'), referred to as the Listed Provisions below. My Audit Report must be read in conjunction with the accompanying Management Letter and SISA Section 129 Notice, as applicable. I direct your attention to the fact that it is each trustee's responsibility to ensure compliance with SISA and the SISR. I note each trustee is responsible for providing access to all information that is relevant to the compliance engagement, and any additional information that may be required as part of the compliance engagement.

I note this is a direct engagement, and the compliance aspect of my audit is considered to be a reasonable assurance engagement. That is, I am required to plan the compliance engagement to reduce the engagement risk to an acceptably low level. The compliance aspect of the assurance report is intended to be used by the trustee of the Fund, and the legislative provisions requiring audit are determined by the Australian Taxation Office ('**ATO**') (the '**Listed Provisions**').

The assurance report, applicable to the year ended _____, must refer to the following SISA Sections and SISR Regulations:

Sections: 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K; and
Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA

The above Listed Provisions (also known as the applicable criteria) define the scope of the compliance engagement, and are the only compliance requirements being covered by this compliance engagement.

The trustee is responsible for complying with the Listed Provisions, including the identification of risks that might threaten Fund compliance. The trustee is responsible for designing and maintaining internal controls to mitigate these risks, including the risk of fraud in the hope that these risks do not prevent the Fund's ability to comply with the Listed Provisions.

Your signature below evidences your understanding and acknowledgement of these responsibilities.

Report on Significant Matters

Under Section 129 of SISA, I am required to report to you in writing if, during the course of, or in connection with, my audit, I become aware of any contravention of the Act or Regulations which I believe has occurred, is occurring or may occur. There are instances where I will be obligated to report the contravention(s) to the ATO. I am also required under Section 130 to report to you and the ATO if I believe the Fund may be about to become, or may be in an unsatisfactory financial position.

There may also be instances where I am obligated to report to the ATO under Section 130BA of the SISA.

Report on Other Matters

At the completion of the compliance audit, I will incorporate into my Audit Management Letter details of any non-compliance (unless considered clearly trivial) with the Listed Provisions not already communicated above under Significant Matters.

My procedures do not include a review of each member's Total Superannuation Balance (TSB), Transfer Balance Account Report (TBAR), Member Statements and the Fund's Self-Managed Superannuation Fund Annual Return. Accordingly, no opinion will be given and no responsibility taken for any issues arising from any inaccuracies regarding each member's TSB, the TBARs and Self-Managed Superannuation Fund Annual Return lodged with the ATO, nor the content of the Member Statements.

Compliance with Professional Standards

Where we suspect there may be any non-compliance with laws or regulations, we are required under APES 110 issued by the Accounting Professional & Ethical Standards Board to consider this matter. This may involve making further enquiries, considering the position and taking actions considered to be appropriate, with the objective being to rectify, remediate or mitigate the consequences of the non-compliance. This extends to a public interest duty as defined by APES 110.

Privacy and Quality Control

The conduct of my audit in accordance with Australian Auditing Standards means that information acquired by me in the course of the audit is subject to strict confidentiality requirements. I am also subject to the *Privacy Act 1988* in the handling of personal information.

I will not use any personal information obtained during the audit for any purposes other than for the purpose of conducting the audit.

I will keep secure personal information obtained during the audit to ensure it is not misused, lost, or improperly accessed, modified or disclosed. After completing the audit, I will return to you any physical documents containing personal information that I obtain from you during the course of the audit, except for copies or extracts as required to be retained by Auditing Standards.

Information will not be disclosed by me to other parties except as required or allowed for by law or professional standards, or with your authority. My audit files may, however, be subject to review as part of the quality control review program of the Institute of Public Accountants ('IPA'), the Chartered Accountants Australia And New Zealand ('CA ANZ'), CPA Australia ('CPA'), or any of the other Australian accounting bodies, which monitor compliance with professional standards by their members. My audit files may also be subject to review by the ATO or the Australian Securities and Investments Commission ('ASIC').

I advise you that by signing this letter you acknowledge that, if requested, my audit files relating to this audit will be made available under either of these review programs. Should this occur, I will advise you. The same strict confidentiality requirements apply under all the Australian accounting bodies, ATO and ASIC reviews that apply to me as your auditor.

Presentation of Audited Financial Statements on the Internet

Should the trustees of the Fund intend to electronically present the audited financial statements and audit report on an internet website, the security controls over information on the website should be addressed by the trustees to maintain the integrity of the data presented. The examination of the controls over the electronic presentation of audited financial information on a website is beyond the scope of the audit of the financial statements. Responsibility for the electronic presentation of the financial statements on a website is that of the trustees of the Fund.

Fees

I look forward to full co-operation with you and/or your Audit Intermediary and trust that you will make available to our office and I whatever records, documentation and other information are requested in connection with my audit. My fee is based on the time required by the individuals assigned to the engagement plus out-of-pocket expenses, and is payable upon issuance of my invoice. I note that, in certain instances, third parties contacted by our office in the conduct of my audit, may impose a fee for their services. This will typically apply to, but is not limited to, the provision of Bank Audit Certificates. Such costs are to be borne by the Fund's trustees.

Notwithstanding your (or my) right to terminate this engagement, there may be instances where I am still required to report on significant matters, as noted above, after the date of termination. You acknowledge that any time spent undertaking such obligations are to be paid for by the Fund, along with any direct or incidental costs in connection with these obligations, including by not limited to specific legal advice, the cost of any consultations with other professionals, and any other associated costs.

Cloud Computing

We utilise third party cloud computing software systems as part of our service delivery to you. We have assessed these service providers and have taken all reasonable measures to protect your privacy. Specifically, our firm uses:

- *Microsoft 360* for word processing and spreadsheets,
- *Google Business Email and Docs* for email services and spreadsheets respectively
- In-house cloud computing software systems for conducting the audit and managing workflow
- *Microsoft Azure Data Centre* for on-demand access to networks, servers and data storage, including backups.

We understand that *Microsoft 360* and *Google Business Email and Docs* utilise globally distributed data centre infrastructure. The *Microsoft Azure Data Centre* utilised in our service delivery for storage of all data and server backups is located in Sydney, Australia. All such systems are accessible only to authorised personnel.

Outsourced Services

As part of our service delivery to you, our firm utilises the services of an outsourcing service based in Maharashtra, India whose team members and management are under our direction. We utilise this service for collation of audit documentation. All work is monitored, reviewed, and completed by us. Signing this engagement is an acceptance of the use of our outsourcing service for this engagement.

Please also note that this engagement is limited liability engagement. Liability is limited by a scheme approved under Professional Standards Legislation.

Please sign and return this letter, together with other documents housed within the Audit Engagement Package, to my office to indicate that it is in accordance with your understanding of the arrangements for our engagement. Should a signed copy of the same not be provided to our office, delivery of our signed audit report may be delayed.

Other

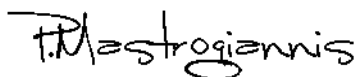
Prior to my accepting this appointment as auditor, I am obligated to contact your previous auditor. I may also need to request documentation, that may be contained in the audit file of your previous auditor. Your signature below permits my office or I to do this, and permits the previous auditor to provide that information. Should you not wish for my office or I to contact your previous auditor, please contact us to discuss the same.

This letter will be effective for future years until either party advises of any change in the arrangement. Please note that the engagement auditor assigned to this engagement will be allocated when the file is received for audit. On this basis, the auditor assigned may not be the undersigned and I may, on an as needs basis, engage additional external resources to assist in the engagement. However, the terms of the engagement remain the same as outlined in this letter.

Yours faithfully,

AXiA SUPER AUDITS

[ABN 73 133 954 211]

**Peter Mastrogiannis**

Director

Liability limited by a scheme approved under Professional Standards Legislation.

The terms of this engagement are acknowledged, understood and agreed to by the undersigned in my/our capacity as trustees/director/s of the corporate trustee of

Dated: / /

Private & Confidential

Peter Mastrogiannis
AXiA Super Audits Pty Ltd
PO Box 3553
AUSTRALIA FAIR QLD 4215

Dear Sir,

**MANAGEMENT REPRESENTATION LETTER
(the 'Fund'):**

In connection with your examination of our Fund for the financial year, we acknowledge that:

1. The Fund is not a reporting entity and the special purpose financial report is for distribution to Fund members. The preparation of the financial report satisfies the requirements of the *Superannuation Industry (Supervision) Act 1993* (the '**SISA**') and the *Superannuation Industry (Supervision) Regulations 1994* (the '**SISR**');
2. The financial statements of the Fund for the year ended are presented fairly in all material aspects, in accordance with the accounting policies adopted and as set out in the notes to the accounts; and
3. The operations of the Fund during the income year ended were conducted in accordance with the requirements of the SISA and SISR.

This letter is provided in connection with your audit of the financial statements and your determination of the Fund's compliance with the SISA and SISR for the year ended .

This letter should aid you in expressing an opinion as to whether:

- The financial statements are, in all material aspects, presented fairly and in accordance with the accounting principles adopted by the Fund and as set out in the notes to the financial statements; and
- Whether the Fund has complied, in all material aspects, with the SISA and SISR.

We acknowledge our responsibility for:

- Ensuring the financial statements are in accordance with the financial policies set out in the notes to the financial statements and that the financial report is free of material misstatement (including omissions); and
- Ensuring the Fund is maintained in accordance with the provisions of the SISA and SISR.

We have approved the financial report, as evidenced by our signature on the Trustee Declaration attached to the financial report.

The following representations are made which are true to the best of our knowledge and belief and are applicable to the audit. Where any of these representations do not apply, we have directly communicated the same to the auditor in writing.

1. Accounting Policies

All the significant accounting policies of the Fund are adequately described in Note 1 to the financial statements and are consistent with the policies adopted last year unless otherwise detailed in the Notes to the financial statements.

2. Fund Books / Records / Minutes

As agreed in the terms of this audit engagement, all financial books, records and related data have been made available to you, including relevant minutes of the trustee's meetings and the Trust Deed. This information has been retained in the appropriate format for the required period of time.

We confirm all transactions have been recorded and are reflected in the financial report.

With the exception of any data collated with regard to accounting estimates, no experts have been engaged in the preparation of documentation for your audit.

3. Asset Form

The assets of the Fund are being held in a form suitable for the benefit of the members of the Fund, and have been held in accordance with the Fund's investment strategy.

4. Ownership and Pledging of Assets

- a) The Fund has satisfactory title to all assets disclosed in the Statement of Financial Position;
- b) Investments are registered in the name of the trustee(s) as trustee for
- c) No assets of the Fund have been pledged to secure liabilities of the Fund (unless the charge relates to a limited recourse borrowing arrangement) or of others; and
- d) The trustee(s) is not aware of any assignment or charge over the Fund's assets, other than what is allowable by law.

5. Custodian Services

Where the Fund engages the services of a Custodian, we note:

- a) Notwithstanding the Custodian is engaged to assist with the holding, safeguarding and administration of certain Fund assets, we are responsible for investment decisions and to ensure the Fund's investment strategy is complied with;
- b) We are responsible for establishing the terms under which the Custodian is engaged;
- c) Investments and other reports are received at least quarterly, or more often as required;
- d) The nature of the relationship between the Fund and the Custodian engaged is consistent with the general terms of contracts of this nature.

It is noted that it is our responsibility to establish the terms under which the Custodian is engaged and to ensure the investments held by the custodian are in accordance with the Fund's investment strategy.

In instances where the Fund uses a Custodian, we confirm we have not been advised of any fraud, non-compliance with laws and regulations or uncorrected mis-statements that would affect the financial report of the Fund.

6. Investments

- a) Investments as at _____ are carried in the financial statements at market value, unless otherwise noted in the financial report. If an accounting estimate is used to determine the value to be reported, the trustee confirms a value was selected (based on the evidence collated) that most accurately reflects the market value of the asset. Save for the impact of events subsequent to year end, such amounts are considered reasonable in the light of present circumstances;
- b) There are no commitments, fixed or contingent, for the purchase or sale of long-term investments, that have not been disclosed in the financial report;
- c) The investment strategy has been determined with due regard to risk, return, liquidity and diversification. This is so even where investments chosen may be considered risky, may have negative or limited returns, may be illiquid and may not equate to a diversified portfolio;
- d) In the event the Fund does not have a diversified portfolio, the trustee confirms the risks associated with a lack of diversification were considered prior to making and maintaining investments;

- e) The investments held by the trustee are considered appropriate to meet the needs of the Fund member(s); and
- f) All investments are acquired, maintained and disposed of on an arm's length basis.

7. Accounting Estimates

We note accounting estimates may be needed where the Fund invests in property, unlisted investments, collectable or other tangible assets, or where the Fund transacts with related parties.

With regard to the use of any accounting estimates, we confirm we oversee the collation of information needed to evidence the estimate(s) set. We do not have a formal process to identify or address the risks relating to accounting estimates. Estimates undertaken for the purpose of compliance with SISA Section 109 or SISR Regulation 8.02B are supported by appropriate documentation.

We acknowledge and understand there is a degree of estimation uncertainty. We do not believe the level of estimation uncertainty needs separate disclosure in the financial report. We confirm the methods, assumptions and data used in the making of any accounting estimates are appropriate for the preparation and presentation of the special purpose financial report.

8. Trust Deed

The Fund is being conducted in accordance with its governing rules, at all times, and you have been provided with copies of any updates to the governing rules made during the financial year.

9. Income Tax Assessment Act, Superannuation Industry (Supervision) Act and Regulations

The Fund is in compliance with the requirements of the relevant *Income Tax Assessment Act* and is being conducted in accordance with the *Superannuation Industry (Supervision) Act 1993 ('SISA')*, and *Superannuation Industry (Supervision) Regulations 1994 ('SISR')*, (with the exception of any contraventions as identified by you as the auditor).

We specifically confirm:

- a) The individual trustees / the directors of the corporate trustee have been nominated and may only be removed in such manner and circumstances as are allowed in the trust deed;
- b) The trustee has complied with all the trustee standards set out in the Regulations and the covenants prescribed by SISA Section 52B; These trustee covenants require the trustee(s) to:
 - Act honestly in all matters affecting the superannuation fund;
 - Exercise a degree of care, skill and diligence as an ordinary prudent person;
 - Act in the best interests of the beneficiaries and classes of beneficiaries;
 - Keep Fund assets separate from other assets i.e., separate from the trustee's personal assets;
 - Do not do anything that would impede the proper performance and function of trustee powers;
 - Formulate and give effect to an investment strategy for any Fund reserves; and
 - Allow beneficiaries access to prescribed information or documents.
- c) Where the Fund has a corporate trustee, the directors of the corporate trustee have been nominated, have consented to act and may only be removed in such manner and circumstances as are allowed in the governing rules;
- d) No individual trustee / director of the corporate trustee is a disqualified person, as defined by Section 120 of the SISA;
- e) The trustee has complied with the investment standards set out in SISA and SISR; and
- f) Information retention obligations have been complied with.
- g) The trustees are not subject to any contract or obligation that would prevent or hinder them from properly executing their functions and powers.

We acknowledge we are responsible for complying with the Listed Provisions (per the Audit Engagement Letter), including the identification of risks that might threaten Fund compliance. We are responsible for designing and maintaining internal controls to mitigate these risks, including the risk of fraud in the hope that these risks do not hamper the Fund's ability to comply with the Listed Provisions.

All known instances of non-compliance or suspected non-compliance with the relevant Income Tax Assessment Act or the SISA and SISR legislation, whose effects should be considered when preparing the financial report, or that impact your obligation to report certain matters to the Australian Taxation Office, have been disclosed to you.

We confirm the Fund has complied with the provisions of any laws and regulations that may have a direct effect on the determination of material amounts and disclosures in the financial report, other than those you have advised.

10. Contributions

We confirm the contributions, if any, received by the Fund are within the limits imposed by the applicable Australian legislation, taking into account contributions paid to other superannuation funds. Any excessive contributions will be dealt with, as required, by either the legislation or the ATO.

11. Internal Controls

We acknowledge our responsibility for the design, implementation and maintenance of internal controls to prevent and detect fraud. We do not have an internal audit function. However, we have established and maintained an adequate internal control structure to facilitate the preparation of a reliable financial report and to ensure that the assets of the Fund are safeguarded from fraud or error. We have assessed the risk that the financial report may be materially mis-stated as a result of fraud and advise we have no knowledge of any actual, suspected or alleged fraud affecting the Fund. There have been no irregularities that could allude to a fraud affecting the Fund.

There are no specific risks arising from the information technology utilised by the Fund that require attention by the trustee.

To monitor internal controls over financial reporting, we review all reports provided by the information technology systems utilised by the Fund for accuracy. This assists in determining if the information is sufficiently reliable for financial reporting purposes.

There are no material transactions that have not been properly recorded in the records underlying the financial report.

12. Legal Matters

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

Any minutes of meetings with the Fund's legal counsel have been provided for audit review.

13. Related Parties

All related parties and related party transactions (if any) have been brought to your attention and have been appropriately accounted for. We confirm the effect of any related party relationships or transactions do not cause the financial report to be misleading.

Related party transactions and related amounts receivable or payable have been properly recorded and identified in the financial statements.

Any transactions that occur with related parties are conducted at arm's length.

14. Subsequent Events

The trustee has no formal procedures for the identification of subsequent events, however, we monitor investments and markets information relevant to the Fund on an ongoing basis.

Subsequent to the end of the financial year there have been considerable economic impacts in Australia and internationally arising from the outbreak of the COVID-19.

At the date of signing the financial statements, we are currently unable to determine the financial impact of COVID-19.

The financial statements for the year ended _____ have not taken into account the financial impact of COVID-19. The impacts may include a material reduction in the carrying value of the Fund's assets and investments. We acknowledge our responsibility to continuously monitor the situation and assess the impact including whether the Fund remains a going concern and its ability to pay its liabilities and any future retirement benefits.

Other than those reported, there are no events subsequent to year end, nor any new litigation or claims referred to the Fund's legal counsel, that would require adjustment to, or disclosure in, the financial report.

We note there are no further subsequent events that could have significant effect on the Fund's compliance and therefore on your opinion for the compliance engagement (other than those advised to you directly by us).

15. Going Concern Assumption

We confirm we have no knowledge of any events or conditions that would cast significant doubt on the Fund's ability to continue as a going concern.

16. Uncorrected Misstatements

We note that where any uncorrected misstatements were identified by the auditor, they have been brought to our attention. The material effect of these uncorrected misstatements on the financial report has been considered both individually and in aggregate. Appropriate remedial action has been taken where the effect on the financial report is material.

17. Definition of an SMSF

The Fund meets the definition of a Self Managed Superannuation Fund as set out in Section 17A of the SISA.

18. Sole Purpose of the Fund

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

19. Asset Form

The Fund's assets are held in a form suitable for the benefit of the members of the Fund and are in line with the investment strategy of the Fund.

20. Fund Membership

We confirm that each member of the Fund executed a Member Application Form applying for membership to the Fund prior to the commencement of their membership. We further confirm that we have retained said Applications with the Fund's permanent records.

21. Trusteeship – Consent to Act

We confirm that each trustee (or director of the corporate trustee) has consented in writing to their appointment to act as trustee (or director of the corporate trustee). We further confirm that we have retained said Consents to Act with the Fund's permanent records.

22. Risk of Fraud

The nature, extent and frequency of assessments undertaken by us to conclude that there is a low risk that the financial report is materially misstated due to fraud, are informal and ad-hoc given the nature of the Fund. However, we confirm:

- a) The trustees are signatories on all transactions, no other party has the authority to act on behalf of the trustee; and
- b) Reconciliations are undertaken by the Fund's accountant for both investments held and all bank accounts maintained by the Fund.

In instances where the Fund uses a custodian, we confirm the trustees have granted authority to the approved custodian to act on their behalf. In those instances, the trustees and/or its custodian can be signatory on any or all transactions.

We have not identified any specific risks of fraud. However, we acknowledge that if fraud existed within the Fund, the most likely areas of concern would be investments or cash being misappropriated or contributions being intercepted prior to being banked into the Fund's bank account.

23. Procedures for Identifying and Responding to Fraud

We believe the procedures in place reduce the risk of fraud. However, should fraudulent activity be identified, the trustee would ensure all trustees are aware of the situation and the Fund's accountant and auditor would be informed.

Depending on the situation, steps would be implemented to cease the fraudulent activity and controls would be put in place to limit any such future activity from affecting the Fund.

24. Existence of Fraud, Error and Non-Compliance

There has been no:

- (a) Fraud, error, or non-compliance with the laws and regulations by persons who are involved in the internal management of the Fund;
- (b) Fraud, error, or non-compliance with laws and regulations that could have a material effect on the financial reports of the Fund; and
- (c) Communications from regulatory agencies concerning non-compliance with or deficiencies in the financial reporting practices of the Fund. Where there has been correspondence or undertakings, for example from the ATO, we have advised you of these.

25. Safeguarding Assets

We have considered the importance of safeguarding the assets of the Fund, and we confirm we have the following procedures in place to achieve this:

- a) Authorised signatories on bank and investment accounts are regularly reviewed and considered appropriate; and
- b) Tangible assets are, where appropriate, adequately insured and appropriately stored.

26. Legislative Requirements

The Fund is managed in accordance with the SIS Act and the SISR. We have complied with the requirements to retain all accounting records and financial statements for 5 years, minutes and records of trustees' meetings for 10 years, and signed trustee declarations in the approved form for each trustee appointed after 30 June 2007 as required by the SIS Act.

27. Work Test

The trustee confirms that any member aged 65 years or above has provided a declaration that they have satisfied the work test requirement (they were gainfully employed for at least 40 hours in a period of not more than 30 consecutive days during the year) in relation to non-mandated contributions.

The trustees confirm that no members aged 75 years or above received any non-mandated contributions.

28. Fund Residency

The trustees confirm the Fund satisfies the requirements to be an Australian Superannuation Fund, the central management and control of the Fund is ordinarily located in Australia and contributions have been accepted in accordance with the residency requirements.

29. Outstanding Legal Action

The trustees confirm that there is no outstanding legal action or claims against the Fund.

30. Other Matters

We confirm that the trustee(s) / corporate trustee director(s), member(s) and related parties thereof, have not personally used (including leased, borrowed, loaned) any Fund assets during the year ended _____, except where such use would not result in a breach of the SISA and/or SISR.

31. Documentation

We acknowledge that we are responsible for providing you, as auditor, with access to all information that is relevant to the preparation of the financial report, and any additional information you may request. Where documentation has been provided electronically to our advisor, accountant, or financial planner, as applicable, for the preparation of the Fund's special purpose financial report or to the auditor, for the conduct of your audit, we acknowledge that we have not altered, or caused for it to be altered, in any way. We warrant that all documentation provided to you in this manner is an exact copy of the original as issued by the issuer.

Where the Fund's accounting records presented for audit have included transaction listing(s) generated by us or on our behalf in lieu of the provision of bank statements issued by the Fund's financial institution(s), we also represent that we have not altered, or caused for it to be altered, in any way and that the transaction details noted thereon (amounts, narrations, dates, account name, etc) are the exact same as noted on the actual bank statement(s) issued by the Fund's financial institution(s).

32. Communication & Delivery of Audit Matters

We acknowledge that, in your conduct of the Fund's audit, you will communicate all audit matters, via email and/or telephone, with the Fund Administrator, Financial Advisor and/ or Accountant (the '**Audit Intermediary**') that we have engaged to facilitate the administration and audit liaison for our Fund.

We consent to the release of all audit material, comprising Audit Report, Audit Management Letter and Auditor Contravention Report, as applicable, to the Fund's Audit Intermediary.

We accept that provision of all audit material to the Audit Intermediary constitutes delivery to us, in our capacity as trustee(s) of the Fund.

Yours faithfully,

The terms of this engagement are acknowledged, understood and agreed to by the undersigned in my/our capacity as trustees/director/s of the corporate trustee of

Dated: / /

Signing Package



Actions Required:

Applicable

1. Peruse the associated financial report to ensure no inadvertent errors
2. Sign & date all documents where indicated and return to our office
3. Arrange payment of the SMSFs Income Tax Liability
4. Await refund of the SMSFs Income Tax Asset
5. Await the SMSFs Audit Report.

☐☐☐☐☐

SECTION A – AUTHORITY AND DECLARATION

I / We, the undersigned, whose details appear in Section D, express the opinions detailed in Section E, on behalf of the entity detailed in Section B, for the financial year detailed in Section C.
This declaration is signed in accordance with a resolution of the trustee(s) / directors.

SECTION B – FUND DETAILS

| | |
|-----------|--|
| Fund Name | |
|-----------|--|

SECTION C – FINANCIAL YEAR

| | |
|-------------------------|--|
| Financial year end date | |
|-------------------------|--|

SECTION D – TRUSTEE / DIRECTOR DETAILS

| | | | | | |
|-------------------------|--|-----------|--|------|--|
| Trustee / Director name | | Signature | | Date | |
| Trustee / Director name | | Signature | | Date | |

SECTION E – OPINIONS

The trustee(s) have determined that the Fund is not a reporting entity.

The trustee(s) have determined that this special purpose financial report should be prepared in accordance with the accounting policies described in Note 1 in this financial report.

The Trustee(s) believe the financial report presents fairly the financial position of the Fund and the results of its operations in accordance with the accounting policies described in Note 1 to the financial report.

The Trustee(s) believe the financial report has been prepared in accordance with the requirements of the Trust Deed.

The Trustee(s) believe the operation of the Fund has been carried out in accordance with its Trust Deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993.

SIGN HERE

DATE HERE

Contribution & Benefit Payment Confirmation

SECTION A – FUND DETAILS

| | |
|--------------|--|
| Fund name | |
| Balance date | |

SECTION B – DETAILS OF PERSON MAKING THE CONFIRMATION

I, whose details appear in Section C below, being the Member of the entity detailed in Section A, do hereby affirm and attest that the amounts and allocations detailed in Section D do accurately reflect the contributions made for and benefit payments drawn by the members detailed in Section D in respect of the year of income ended on the date detailed in Section A.

SECTION C – CONTACT DETAILS OF PERSON MAKING THE CONFIRMATION

| | |
|----------------|--|
| Name | |
| Postal Address | |

SECTION D – CONTRIBUTION, ROLL-OVER & BENEFIT PAYMENT DETAILS

| | | | | |
|---------------------------------------|--|--|--|--|
| Member Name | | | | |
| Date of Birth | | | | |
| Fund Phase | | | | |
| Pension Type | | | | |
| Employer Contributions | | | | |
| Member Concessional Contributions | | | | |
| Member Non-Concessional Contributions | | | | |
| Govt Co-Contributions | | | | |
| Other Contributions | | | | |
| Roll-Ins | | | | |
| Pension Payments | | | | |
| Lump Sum Withdrawals | | | | |
| Roll-Outs | | | | |

SECTION E – SIGNATURE OF PERSON MAKING THE CONFIRMATION

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



Members Statement

Trustee's Disclaimer

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

Signed by all the trustees of the fund



Director/Trustee



Director/Trustee

PART A

Electronic Lodgement Declaration (Form MS)

This declaration is to be completed where the return is to be lodged via the Tax Office's Electronic Lodgment Service (ELS). It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

Privacy

Your tax file number

It is not an offence not to quote your (or if applicable, the partner's or beneficiary's) tax file number (TFN). However, you cannot lodge your income tax return electronically if you do not quote your TFN. The Tax Office is authorised by the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 to ask for information in this tax return.

The Australian Business Register

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

Please refer to the privacy statement on the Australian Business Register (ABR) website (www.abr.gov.au) for further information – it outlines our commitment to safeguarding your details.

Tax File Number

Name of Partnership, Trust, Fund or Entity

Year

I authorise my tax agent to electronically transmit this tax return via the Electronic Lodgment Service.

Important

Before making this declaration please check to ensure that all income has been disclosed and the tax return is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the Tax Office. The tax law provides heavy penalties for false or misleading statements on tax returns.

Declaration: I declare that:

- the current trustee and directors have authorised this return and it is documented as such in the Self Managed Superannuation Fund's record
- I have received the audit report and I am aware of any matters raised
- the agent is authorised to lodge this annual return, including any applicable schedules

Signature of Partner, Trustee or Public Officer

Date

SIGN HERE

DATE HERE

PART C

Tax Agent's Certificate (Shared facility users only)

I declare that,

- I have prepared this tax return in accordance with the information supplied by the trustees
- I have received a declaration from the trustees stating that the information provided to me is true and correct
- I am authorised by the trustees to lodge this annual return, including any applicable schedules

Agent's signature


Date

Contact name

Agent's Phone No

Agent Ref No

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

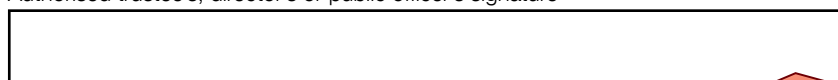
The ATO is authorised by the *Taxation Administration Act 1953* to request the provision of tax file numbers (TFNs). We will use the TFN to identify the entity in our records. It is not an offence not to provide the TFN. However if you do not provide the TFN, the processing of this form may be delayed.

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

DATE HERE**Preferred trustee or director contact details:**

Title: Mr ☐ Mrs ☒ Miss ☐ Ms ☐ Other

Family name

Drapes

First given name

Margaret

Other given names

Mary

Phone number **0423931039**

Email address

j.m.drapes@hotmail.com

Non-individual trustee name (if applicable)

Drapes Retirement Pty Ltd

ABN of non-individual trustee


Time taken to prepare and complete this annual return Hrs

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

TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 2022* 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: Mr ☐ Mrs ☐ Miss ☐ Ms ☒ Other

Family name

White

First given name

Felicity

Other given names

Tax agent's practice

CONNECTUS TAX PTY LTD

Tax agent's phone number

1300229178

Reference number

J&MDRAPE0001

Tax agent number

26071945

Memorandum of Resolutions of the Director(s) of

Drapes Retirement Pty Ltd ACN: 653185990
ATF J & M Drapes Retirement Fund

Fund and that they are not disqualified persons as defined by s 120 of the SISA.

PAYMENT OF BENEFITS:

The trustee has ensured that any payment of benefits made from the Fund, meets the requirements of the Fund's deed and does not breach the superannuation laws in relation to:

- 1. making payments to members; and,
- 2. breaching the Fund or the member investment strategy.

The trustee has reviewed the payment of the benefit and received advice that the transfer is in accordance with the Deed and the superannuation laws. As such the trustee has resolved to allow the payment of the benefits on behalf of the member.

CLOSURE:

Signed as a true record –

.....
Margaret Drapes
/ /



General Authority Letter

SECTION A – AUTHORITY AND DECLARATION

I / We, the undersigned, whose details appear in Section C below, do hereby expressly approve and authorise SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988), whose details appear in Section D below, and their agents, to access all information held by you in relation to the entity whose details appear in Section B below.

I / We authorise for this information to be released verbally, via email, post or fax as requested by SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988). Where possible, we sanction SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988) access to online, view-only, non- transactional access to this information and request your assistance in establishing the same.

This Authority is effective from the Effective Date stipulated in Section B. I am / We are aware that I / we can revoke this authority at any time. Please accept a photocopy, facsimile or scanned copy of this letter as authority, as the original will stay on our file at SMSF Administration Solutions Pty Ltd.

I / We declare that, to the best of my / our knowledge, at the date hereof, the information provided in this form is true and correct.

SECTION B – SUPER FUND DETAILS

Super Fund Name

Super Fund Address

Effective Date

Period of Authority

Ongoing

SECTION C – SUPER FUND TRUSTEE / CORPORATE TRUSTEE DIRECTOR DETAILS

Trustee / Director Name

Signature

SIGN HERE

Date of Birth

Trustee / Director Name

Signature

Date of Birth

Trustee / Director Name

Signature

Date of Birth

Trustee / Director Name

Signature

Date of Birth

SECTION D – AUTHORISED ENTITY DETAILS

Company Name

SMSF Administration Solutions Pty Ltd

ABN

76 097 695 988

Office Adviser Code

B735

Postal Address

GPO Box 9981, Adelaide South Australia 5001

Phone

1300 023 170

Email Address

requests@superfundadmin.com.au

The terms of this engagement are acknowledged, understood and agreed to by the undersigned in my/our capacity as trustees/director/s of the corporate trustee of

_____  _____

Dated: / / 

28. Fund Residency

The trustees confirm the Fund satisfies the requirements to be an Australian Superannuation Fund, the central management and control of the Fund is ordinarily located in Australia and contributions have been accepted in accordance with the residency requirements.

29. Outstanding Legal Action

The trustees confirm that there is no outstanding legal action or claims against the Fund.

30. Other Matters

We confirm that the trustee(s) / corporate trustee director(s), member(s) and related parties thereof, have not personally used (including leased, borrowed, loaned) any Fund assets during the year ended _____, except where such use would not result in a breach of the SISA and/or SISR.

31. Documentation

We acknowledge that we are responsible for providing you, as auditor, with access to all information that is relevant to the preparation of the financial report, and any additional information you may request. Where documentation has been provided electronically to our advisor, accountant, or financial planner, as applicable, for the preparation of the Fund's special purpose financial report or to the auditor, for the conduct of your audit, we acknowledge that we have not altered, or caused for it to be altered, in any way. We warrant that all documentation provided to you in this manner is an exact copy of the original as issued by the issuer.

Where the Fund's accounting records presented for audit have included transaction listing(s) generated by us or on our behalf in lieu of the provision of bank statements issued by the Fund's financial institution(s), we also represent that we have not altered, or caused for it to be altered, in any way and that the transaction details noted thereon (amounts, narrations, dates, account name, etc) are the exact same as noted on the actual bank statement(s) issued by the Fund's financial institution(s).

32. Communication & Delivery of Audit Matters

We acknowledge that, in your conduct of the Fund's audit, you will communicate all audit matters, via email and/or telephone, with the Fund Administrator, Financial Advisor and/ or Accountant (the 'Audit Intermediary') that we have engaged to facilitate the administration and audit liaison for our Fund.

We consent to the release of all audit material, comprising Audit Report, Audit Management Letter and Auditor Contravention Report, as applicable, to the Fund's Audit Intermediary.

We accept that provision of all audit material to the Audit Intermediary constitutes delivery to us, in our capacity as trustee(s) of the Fund.

Yours faithfully,

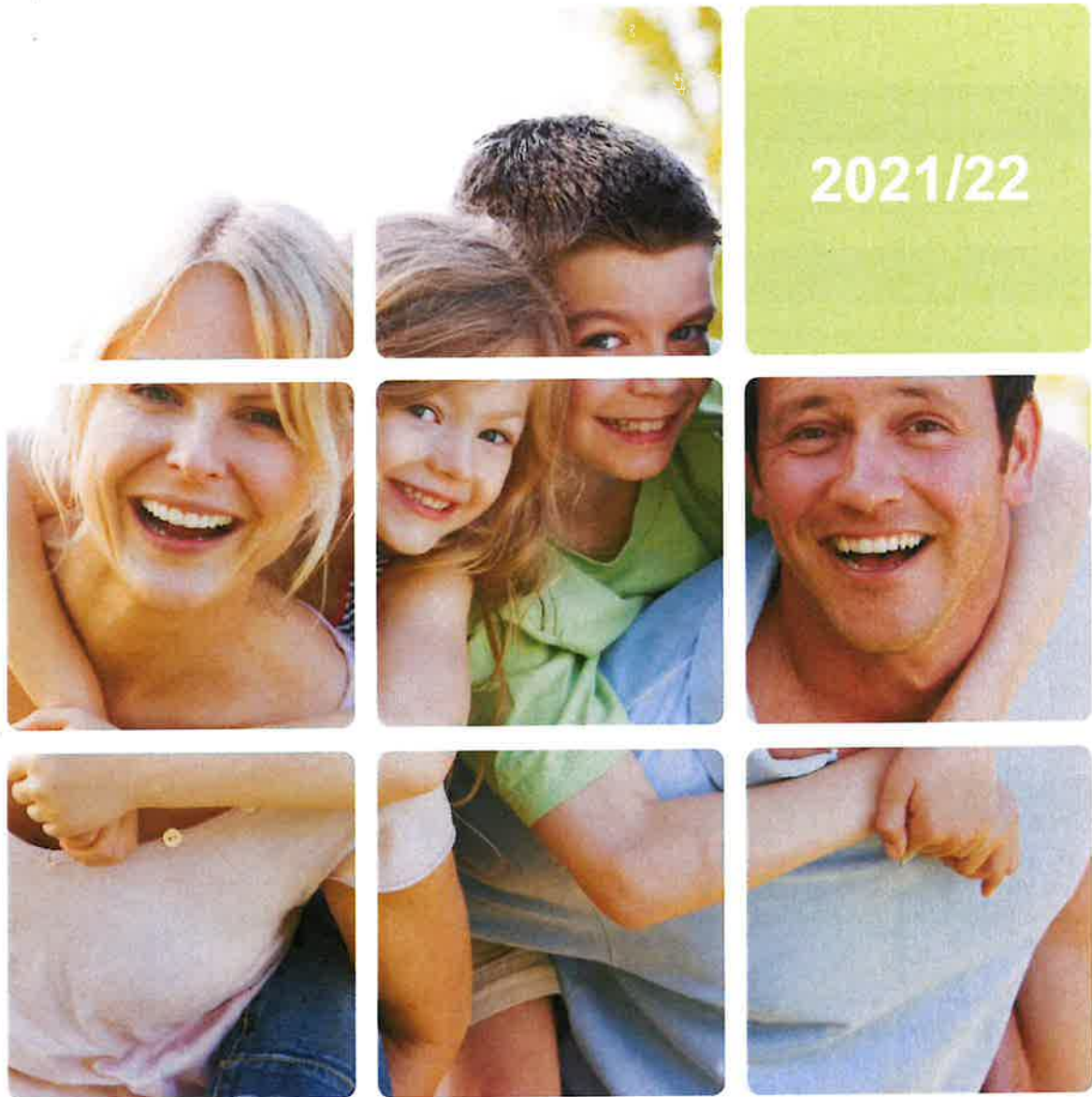
The terms of this engagement are acknowledged, understood and agreed to by the undersigned in my/our capacity as trustees/director/s of the corporate trustee of

_____  _____

Dated: / /

 DATE HERE

Signing Package



J & M Drapes Retirement Fund

Actions Required:

Applicable

1. Peruse the associated financial report to ensure no inadvertent errors
2. Sign & date all documents where indicated and return to our office
3. Arrange payment of the SMSFs Income Tax Liability
4. Await refund of the SMSFs Income Tax Asset - \$31,362.96
5. Await the SMSFs Audit Report.



Trustee Declaration

SECTION A – AUTHORITY AND DECLARATION

I / We, the undersigned, whose details appear in Section D, express the opinions detailed in Section E, on behalf of the entity detailed in Section B, for the financial year detailed in Section C.

This declaration is signed in accordance with a resolution of the trustee(s) / directors.

SECTION B – FUND DETAILS

Fund Name J & M Drapes Retirement Fund

SECTION C – FINANCIAL YEAR

Financial year end date 30 June 2022

SECTION D – TRUSTEE / DIRECTOR DETAILS

| | | | | | |
|-------------------------|------------------|-----------|--|------|----------|
| Trustee / Director name | Drapes, Margaret | Signature | | Date | |
| Trustee / Director name | <i>M. Drapes</i> | Signature | | Date | 27/02/23 |

SECTION E – OPINIONS

The trustee(s) have determined that the Fund is not a reporting entity.

The trustee(s) have determined that this special purpose financial report should be prepared in accordance with the accounting policies described in Note 1 in this financial report.

The Trustee(s) believe the financial report presents fairly the financial position of the Fund and the results of its operations in accordance with the accounting policies described in Note 1 to the financial report.

The Trustee(s) believe the financial report has been prepared in accordance with the requirements of the Trust Deed.

The Trustee(s) believe the operation of the Fund has been carried out in accordance with its Trust Deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993.

Contribution & Benefit Payment Confirmation

SECTION A – FUND DETAILS

| | |
|--------------|------------------------------|
| Fund name | J & M Drapes Retirement Fund |
| Balance date | 30 June 2022 |

SECTION B – DETAILS OF PERSON MAKING THE CONFIRMATION

I, whose details appear in Section C below, being the Member of the entity detailed in Section A, do hereby affirm and attest that the amounts and allocations detailed in Section D do accurately reflect the contributions made for and benefit payments drawn by the members detailed in Section D in respect of the year of income ended on the date detailed in Section A.

SECTION C – CONTACT DETAILS OF PERSON MAKING THE CONFIRMATION

| | |
|----------------|--|
| Name | Drapes, Margaret |
| Postal Address | 300/28 The Boulevard, Chermside, QLD, 4032 |

SECTION D – CONTRIBUTION, ROLL-OVER & BENEFIT PAYMENT DETAILS

| | | | | |
|---------------------------------------|------------------|--|--|--|
| Member Name | Drapes, Margaret | | | |
| Date of Birth | 15/06/1943 | | | |
| Fund Phase | Pension | | | |
| Pension Type | Account Based | | | |
| Employer Contributions | Nil | | | |
| Member Concessional Contributions | Nil | | | |
| Member Non-Concessional Contributions | Nil | | | |
| Govt Co-Contributions | Nil | | | |
| Other Contributions | Nil | | | |
| Roll-Ins | Nil | | | |
| Pension Payments | \$27,223 | | | |
| Lump Sum Withdrawals | Nil | | | |
| Roll-Outs | Nil | | | |

SECTION E – SIGNATURE OF PERSON MAKING THE CONFIRMATION

| | | | |
|-----------|------------------|------|------------|
| Signature | <i>M. Drapes</i> | Date | 27/02/2023 |
|-----------|------------------|------|------------|

SIGN HERE

DATE HERE

Members Statement

Trustee's Disclaimer

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

Signed by all the trustees of the fund

SIGN HERE

Drapes, Margaret

Director/Trustee

SIGN HERE

M. Drapes

Director/Trustee

PART A

Electronic Lodgement Declaration (Form MS)

This declaration is to be completed where the return is to be lodged via the Tax Office's Electronic Lodgment Service (ELS). It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

Privacy

Your tax file number

It is not an offence not to quote your (or if applicable, the partner's or beneficiary's) tax file number (TFN). However, you cannot lodge your income tax return electronically if you do not quote your TFN. The Tax Office is authorised by the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 to ask for information in this tax return.

The Australian Business Register

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

Please refer to the privacy statement on the Australian Business Register (ABR) website (www.abr.gov.au) for further information – it outlines our commitment to safeguarding your details.

| | | |
|-----------------|--|------|
| Tax File Number | Name of Partnership, Trust, Fund or Entity | Year |
| On File | J & M Drapes Retirement Fund | 2022 |

I authorise my tax agent to electronically transmit this tax return via the Electronic Lodgment Service.

Important

Before making this declaration please check to ensure that all income has been disclosed and the tax return is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the Tax Office. The tax law provides heavy penalties for false or misleading statements on tax returns.

Declaration:

I declare that:

- the current trustee and directors have authorised this return and it is documented as such in the Self Managed Superannuation Fund's record
- I have received the audit report and I am aware of any matters raised
- the agent is authorised to lodge this annual return, including any applicable schedules

Signature of Partner, Trustee or Public Officer

M. Drapes

Date

27 / 02 / 2023

SIGN HERE

DATE HERE

PART C

Tax Agent's Certificate (Shared facility users only)

I declare that,

- I have prepared this tax return in accordance with the information supplied by the trustees
- I have received a declaration from the trustees stating that the information provided to me is true and correct
- I am authorised by the trustees to lodge this annual return, including any applicable schedules

Agent's signature

Date

/ /

Contact name

Connectus Accountants

Agent's Phone No

1300229178

Agent Ref No

26071945

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

M. Drapes

Date **27** / **02** / **2023**

DATE HERE

Preferred trustee or director contact details:

Title: Mr ☐ Mrs ☒ Miss ☐ Ms ☐ Other ☐

Family name

Drapes

First given name

Margaret

Other given names

Mary

Phone number **0423931039**

Email address

j.m.drapes@hotmail.com

Non-individual trustee name (if applicable)

Drapes Retirement Pty Ltd

ABN of non-individual trustee

Time taken to prepare and complete this annual return Hrs

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

TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 2022* 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

[Signature]

Date / /

Tax agent's contact details

Title: Mr ☐ Mrs ☐ Miss ☐ Ms ☒ Other ☐

Family name

White

First given name

Felicity

Other given names

Tax agent's practice

CONNECTUS TAX PTY LTD

Tax agent's phone number

1300229178

Reference number

J&MDRAPE0001

Tax agent number

26071945

Memorandum of Resolutions of the Director(s) of

Drapes Retirement Pty Ltd ACN: 653185990
ATF J & M Drapes Retirement Fund

Fund and that they are not disqualified persons as defined by s 120 of the SISA.

PAYMENT OF BENEFITS:

The trustee has ensured that any payment of benefits made from the Fund, meets the requirements of the Fund's deed and does not breach the superannuation laws in relation to:

1. making payments to members; and,
2. breaching the Fund or the member investment strategy.

The trustee has reviewed the payment of the benefit and received advice that the transfer is in accordance with the Deed and the superannuation laws. As such the trustee has resolved to allow the payment of the benefits on behalf of the member.

CLOSURE:

Signed as a true record –



Margaret Drapes

27/02/2023

DATE HERE

SIGN HERE

General Authority Letter

SECTION A – AUTHORITY AND DECLARATION

I / We, the undersigned, whose details appear in Section C below, do hereby expressly approve and authorise SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988), whose details appear in Section D below, and their agents, to access all information held by you in relation to the entity whose details appear in Section B below.

I / We authorise for this information to be released verbally, via email, post or fax as requested by SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988). Where possible, we sanction SMSF Administration Solutions Pty Ltd (ABN 76 097 695 988) access to online, view-only, non-transactional access to this information and request your assistance in establishing the same.



This Authority is effective from the Effective Date stipulated in Section B. I am / We are aware that I / we can revoke this authority at any time. Please accept a photocopy, facsimile or scanned copy of this letter as authority, as the original will stay on our file at SMSF Administration Solutions Pty Ltd.

I / We declare that, to the best of my / our knowledge, at the date hereof, the information provided in this form is true and correct.

SECTION B – SUPER FUND DETAILS

| | | | |
|--------------------|--|---------------------|---------|
| Super Fund Name | J & M Drapes Retirement Fund | | |
| Super Fund Address | 300/28 The Boulevard, Chermside, QLD, 4032 | | |
| Effective Date | 09/02/2023 | Period of Authority | Ongoing |

SECTION C – SUPER FUND TRUSTEE / CORPORATE TRUSTEE DIRECTOR DETAILS

| | | | | |
|-------------------------|------------------|-----------|---|---|
| Trustee / Director Name | Drapes, Margaret | Signature |  |  |
| Date of Birth | 15/06/1943 | | | |
| Trustee / Director Name | | Signature | | |
| Date of Birth | | | | |
| Trustee / Director Name | | Signature | | |
| Date of Birth | | | | |
| Trustee / Director Name | | Signature | | |
| Date of Birth | | | | |

SECTION D – AUTHORISED ENTITY DETAILS

| | |
|---------------------|---|
| Company Name | SMSF Administration Solutions Pty Ltd |
| ABN | 76 097 695 988 |
| Office Adviser Code | B735 |
| Postal Address | GPO Box 9981, Adelaide South Australia 5001 |
| Phone | 1300 023 170 |
| Email Address | requests@superfundadmin.com.au |

The terms of this engagement are acknowledged, understood and agreed to by the undersigned in my/our capacity as trustees/director/s of the corporate trustee of J & M Drapes Retirement Fund

M. Drapes

Drapes, Margaret

SIGN HERE

Dated: 27 / 02 / 2023

DATE HERE

28. Fund Residency

The trustees confirm the Fund satisfies the requirements to be an Australian Superannuation Fund, the central management and control of the Fund is ordinarily located in Australia and contributions have been accepted in accordance with the residency requirements.

29. Outstanding Legal Action

The trustees confirm that there is no outstanding legal action or claims against the Fund.

30. Other Matters

We confirm that the trustee(s) / corporate trustee director(s), member(s) and related parties thereof, have not personally used (including leased, borrowed, loaned) any Fund assets during the year ended 30 June 2022, except where such use would not result in a breach of the SISA and/or SISR.

31. Documentation

We acknowledge that we are responsible for providing you, as auditor, with access to all information that is relevant to the preparation of the financial report, and any additional information you may request. Where documentation has been provided electronically to our advisor, accountant, or financial planner, as applicable, for the preparation of the Fund's special purpose financial report or to the auditor, for the conduct of your audit, we acknowledge that we have not altered, or caused for it to be altered, in any way. We warrant that all documentation provided to you in this manner is an exact copy of the original as issued by the issuer.

Where the Fund's accounting records presented for audit have included transaction listing(s) generated by us or on our behalf in lieu of the provision of bank statements issued by the Fund's financial institution(s), we also represent that we have not altered, or caused for it to be altered, in any way and that the transaction details noted thereon (amounts, narrations, dates, account name, etc) are the exact same as noted on the actual bank statement(s) issued by the Fund's financial institution(s).

32. Communication & Delivery of Audit Matters

We acknowledge that, in your conduct of the Fund's audit, you will communicate all audit matters, via email and/or telephone, with the Fund Administrator, Financial Advisor and/ or Accountant (the 'Audit Intermediary') that we have engaged to facilitate the administration and audit liaison for our Fund.

We consent to the release of all audit material, comprising Audit Report, Audit Management Letter and Auditor Contravention Report, as applicable, to the Fund's Audit Intermediary.

We accept that provision of all audit material to the Audit Intermediary constitutes delivery to us, in our capacity as trustee(s) of the Fund.

Yours faithfully,

The terms of this engagement are acknowledged, understood and agreed to by the undersigned in my/our capacity as trustee(s)/director(s) of the corporate trustee of J & M Drapes Retirement Fund

M. Drapes

SIGN HERE

Drapes, Margaret

Dated: 27/02/2023

DATE HERE

Private & Confidential

The Trustees
J & M Drapes Retirement Fund
C/- Westwood Group, PO Box 332
Fortitude Valley QLD 4006

Dear Margaret,

AUDIT MANAGEMENT LETTER

(the "Fund"): J & M Drapes Retirement Fund

I wish to advise that the audit of the Fund for the year ended **30 June 2022** has recently been completed and enclose our signed audit report for your records.

Auditors are encouraged by the Australian Taxation Office to issue management letters at the completion of each audit as a means of advising the trustee of any matters noted during the course of the audit.

My audit work involves examination, on a test basis, of evidence supporting the amounts and other disclosures in the financial report in order to form an opinion as to whether, in all material respects, the financial report is fairly stated in accordance with the accounting policies described in the notes there to. Further, my audit work involves examination, again on a test basis, of evidence supporting compliance with certain requirements of the *Superannuation Industry (Supervision) Act 1993* ("SISA") and the *Superannuation Industry (Supervision) Regulations 1994* ("SISR").

I advise that I have not encountered any material matters during the course of the audit that I believe should be brought to your attention.

Corrected Misstatements

I am obligated to advise you of significant misstatements identified during the audit, which were corrected prior to the financial report being finalised. I wish to advise that there were no significant misstatements identified.

Finally, we take this opportunity to thank you and your accountant for the co-operation and assistance provided to us during the course of J & M Drapes Retirement Fund's 30 June 2022 audit.

Kind regards,

AXiA SUPER AUDITS
[ABN 73 133 954 211]



Mike Thacker | SMSF Auditor
Date audit completed: 24/03/2023

**SELF MANAGED SUPERANNUATION FUND
INDEPENDENT AUDITOR'S REPORT**

Approved Self-Managed Superannuation Fund (SMSF) Auditor Details

| | |
|----------------------------------|--|
| Name | Mike Thacker |
| Business Name | AXiA Super Audits |
| Business Postal Address | PO Box 3553 Australia Fair Qld 4215 |
| SMSF Auditor Number (SAN) | 100 300 347 |

SMSF Details

| | |
|--|---|
| Fund Name | J & M Drapes Retirement Fund |
| Australian Business Number (ABN) or Tax File Number (TFN) | 87 283 640 940 |
| Fund Address | C/- Westwood Group, PO Box 332, Fortitude Valley QLD 4006 |
| Year of Income Being Audited | 30 June 2022 |

TO THE SMSF TRUSTEES

To the SMSF Trustees of J & M Drapes Retirement Fund

PART A: FINANCIAL AUDIT

Opinion

I have audited the special purpose financial report of **J & M Drapes Retirement Fund** comprising the statement of financial position as at **30 June 2022** and the operating statement for the year then ended, a summary of significant accounting policies and other explanatory notes.

In my opinion, the financial report presents fairly in all material respects, in accordance with the accounting policies described in the notes to the financial report, the financial position of the fund at **30 June 2022** and the results of its operations for the year then ended.

Basis for Opinion

My audit has been conducted in accordance with Australian Auditing Standards (issued by the Auditing and Assurance Standards Board). My responsibilities under those standards are further described in the *Approved SMSF Auditor's Responsibilities for the Audit of the Financial Report* section of this report.

I am independent of the SMSF in accordance with the auditor independence requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants* (the 'Code') as required by the *Superannuation Industry (Supervision) Regulations 1994* ('SISR'). I have also fulfilled my other ethical responsibilities in accordance with the Code. In particular, neither myself, my firm or my network firm assumed a management responsibility for the fund. My firm or network firm did not prepare the financial statements for the SMSF. Where my firm or network firm provided any other non-assurance services to the fund, we are satisfied that those services were not prohibited under the Code and any independence threats arising have been eliminated or reduced to an acceptable level by the application of safeguards.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Emphasis of Matter - Basis of accounting

I draw attention to Note 1 of the financial report, which describes the basis of accounting. The financial report has been prepared to assist **J & M Drapes Retirement Fund** meet the requirements of the SMSF's governing rules, the *Superannuation Industry (Supervision) Act 1993* (the 'SISA') and the SISR. As a result, the financial report may not be suitable for other purposes, and should not be distributed to parties other than the trustees. My opinion is not modified in respect of this matter.

Responsibilities of SMSF trustees for the financial report

Each SMSF trustee (individual trustee or director of the corporate trustee) is responsible for the preparation and fair presentation of the financial report in accordance with the financial reporting requirements of the SMSF's governing rules, the SISA and the SISR. Each trustee is also responsible for such internal controls as they determine are necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the trustees are responsible for assessing the fund's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the trustees intend to wind-up the fund, or have no realistic alternative but to do so.

Each SMSF trustee is responsible for overseeing the fund's financial reporting process.

Approved SMSF auditor's responsibility for the audit of the financial report

My objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of trustees taken on the basis of this financial report.

As part of an audit in accordance with Australian Auditing Standards, I exercise professional judgment and maintain professional scepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of an internal control.
- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the fund's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the trustees.
- Conclude on the appropriateness of trustees' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the fund's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in the auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify my opinion. My conclusions are based on the audit evidence obtained up to the date of the auditor's report. However, future events or conditions may cause the fund to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

I have communicated with the trustees regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that I may identify during the audit.

PART B: COMPLIANCE ENGAGEMENT

Opinion

I have undertaken a reasonable assurance engagement on **J & M Drapes Retirement Fund's** compliance, in all material respects, with the applicable provisions of the SISA and the SISR as listed below (the '**Listed Provisions**') for the year ended **30 June 2022**.

Sections: 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K

Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA

In my opinion, each trustee of **J & M Drapes Retirement Fund** has complied in all material respects, with the Listed Provisions, for the year ended **30 June 2022**.

Basis for Opinion

I have conducted my engagement in accordance with Standard on Assurance Engagements ASAE 3100 *Compliance Engagements* issued by the Auditing and Assurance Standards Board.

I believe that the evidence I have obtained is sufficient and appropriate to provide a basis for my qualified opinion.

Independence and quality control

I have complied with the independence and other ethical requirements relating to assurance engagements, and applied Auditing Standards ASQC 1 *Quality Control for Firms that Perform Audits and Reviews of Financial Reports and Other Financial Information, and Other Assurance Engagements* in undertaking this assurance engagement. In particular, neither myself, my firm or my network firm assumed a management responsibility for the fund. Where my firm or network firm provided any other non-assurance services to the fund, we are satisfied that those services were not prohibited under the Code and any independence threats arising have been eliminated or reduced to an acceptable level by the application of safeguards.

SMSF trustees' responsibilities

Each SMSF trustee is responsible for complying with the listed provisions and for the identification of risks that threaten compliance with the Listed Provisions, controls which will mitigate those risks and monitoring ongoing compliance.

Approved SMSF auditor's responsibilities

My responsibility is to express an opinion on the trustees' compliance, in all material respects, with the Listed Provisions, for the year ended **30 June 2022**. ASAE 3100 *Compliance Engagements* requires that I plan and perform my procedures to obtain reasonable assurance about whether the trustees have complied, in all material respects, with the Listed Provisions for the year ended **30 June 2022**.

An assurance engagement to report on the trustees' compliance with the Listed Provisions involves performing procedures to obtain evidence about the compliance activity and controls implemented to meet the compliance requirements. The procedures selected depend on my judgement, including the identification and assessment of risks of material non-compliance.

My procedures included examination, on a test basis, of evidence supporting compliance with the requirements of the Listed Provisions for the year ended **30 June 2022**.

These tests have not been performed continuously throughout the period, were not designed to detect all instances of non-compliance, and have not covered any other provisions of the SISA and the SISR apart from those specified.

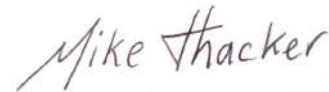
Inherent limitations

Due to the inherent limitations of an assurance engagement, together with the internal control structure it is possible that fraud, error, or non-compliance with the Listed Provisions may occur and not be detected.

A reasonable assurance engagement for the year ended **30 June 2022** does not provide assurance on whether compliance with the Listed Provisions will continue in the future.

AXiA SUPER AUDITS

[ABN 73 133 954 211]



Mike Thacker | SMSF Auditor

Date audit completed: 24/03/2023

APPENDIX 1 - Explanation of listed sections and regulations in compliance engagement

This appendix is included to assist with the meaning of the legislation and regulations listed above.

| Section or Regulation | Explanation |
|-----------------------|--|
| S17A | The fund must meet the definition of a self-managed super fund (SMSF) |
| S35AE | The trustees must keep and maintain accounting records for a minimum of five years |
| S35B | The trustees must prepare, sign and retain accounts and statements |
| S35C(2) | The trustees must provide the auditor with the necessary documents to complete the audit in a timely and professional manner; and within 14 days of a written request from the auditor |
| S62 | The fund must be maintained for the sole purpose of providing benefits to any or all of the following: - fund members upon their retirement - fund members upon reaching a prescribed age - the dependants of a fund member in the case of the member's death before retirement |
| S65 | The trustees must not loan monies or provide financial assistance to any member or relative at any time during the financial year |
| S66 | The trustees must not acquire any assets (not listed as an exception) from any member or related party of the fund |
| S67 | The trustees of the fund must not borrow any money or maintain an existing borrowing (not listed as an exception) |
| S67A & 67B | The fund must comply with the limited recourse borrowing arrangement rules when borrowing to purchase single acquirable asset or replacement assets (not listed as an exception to the borrowing rules) |
| S82-85 | The trustees must comply with the in-house asset rules |
| S103 | The trustees must keep minutes of all meetings and retain the minutes for a minimum of 10 years |
| S104 | The trustees must keep up to date records of all trustee or director of corporate trustee changes and trustee consents for a minimum of 10 years |
| S104A | Trustees who became a trustee on or after 1 July 2007 must sign and retain a trustee declaration |
| S105 | The trustees must ensure that copies of all member or beneficiary reports are kept for a minimum of 10 years |

| | |
|--------------------------|--|
| S109 | All investment transactions must be made and maintained at arms-length - that is, purchase, sale price and income from an asset reflects a true market value and or rate of return |
| S126K | A disqualified person cannot be a trustee, investment manager or custodian of a superannuation fund |
| Sub Reg 1.06 (9A) | Pension payments must be made at least annually, and must be at least the amount calculated under Schedule 7 |
| Reg 4.09 | Trustees must formulate, regularly review and give effect to an investment strategy for the fund |
| Reg 4.09A | The assets of the SMSF must be held separately from any assets held by the trustee personally or by a standard employer sponsor or an associate of the standard employer sponsor |
| Reg 5.03 | Investment returns must be allocated to members in a manner that is fair and reasonable |
| Reg 5.08 | Member minimum benefits must be maintained in the fund until transferred, rolled over, allotted (to the member's spouse) or cashed out in a permitted fashion |
| Reg 6.17 | Payments of member benefits must be made in accordance with Part 6 or Part 7A of the regulations and be permitted by the trust deed |
| Reg 7.04 | Contributions can only be accepted in accordance with the applicable rules for the year being audited |
| Reg 8.02B | When preparing accounts and statements required by subsection 35B(1) of SISA, an asset must be valued at its market value |
| Reg 13.12 | Trustees must not recognise an assignment of a super interest of a member or beneficiary |
| Reg 13.13 | Trustees must not recognise a charge over or in relation to a member's benefits |
| Reg 13.14 | Trustees must not give a charge over, or in relation to, an asset of the fund |
| Reg 13.18AA | Investments in collectables and personal use assets must be maintained in accordance with prescribed rules |