

Compliance Workpapers
Hummingbird Super Fund
Financial Year - 2021



Fund Details

Fund Name	Hummingbird Super Fund
Contact no	
Financial Year	2021
Established Date	01/09/2020
ABN	58 998 568 798
TFN	640644625
Trustee Type	Corporate
Trustees	Hummingbird SMSF Pty Ltd
ACN	643979775

Review Points

Reference : Assets / Other Assets / Sundry Assets / Sundry Debtor

Subject : Sundry Debtor

Addressed : Notes for Auditor

Action	Description	Owner	DateTime	Attachment
Created	Errors in Withdrawals, to be paid back to the fund by the client	Joan Sayas	29/06/2023 02:45 PM	

Reference : Assets / Investments / Loans / Loan - Evergreen Regional Pty Ltd

Subject : Loan - Evergreen Regional Pty Ltd

Addressed : Notes for Auditor

Action	Description	Owner	DateTime	Attachment
Created	Fund entered into a loan agreement with Evergreen for \$105,000. The whole amount was later on transferred to Evergreen in FY2022.	Joan Sayas	29/06/2023 03:03 PM	

Statement of Financial Position

Assets	Qty	2021	2020	Change (\$)	Change (%)	
Investments	0.00	5,000.00	0.00	5,000.00	100.00	WP-1 WP-2
Loans	0.00	5,000.00	0.00	5,000.00	100.00	
Loan - Evergreen Regional Pty Ltd	0.00	5,000.00	0.00	5,000.00	100.00	WP-1
Other Assets	0.00	130,133.50	0.00	130,133.50	100.00	
Cash At Bank	0.00	102,285.50	0.00	102,285.50	100.00	
CBA Bank Account	0.00	102,285.50	0.00	102,285.50	100.00	WP-1
Sundry Assets	0.00	27,848.00	0.00	27,848.00	100.00	
Sundry Debtor	0.00	27,848.00	0.00	27,848.00	100.00	
Total Assets	0.00	135,133.50	0.00	135,133.50	100.00	
Liabilities						
Total Liabilities	0.00	0.00	0.00	0.00	0.00	
Member Entitlements						
Member Entitlement Accounts	0.00	135,133.50	0.00	135,133.50	100.00	WP-1 WP-2
Mr Daniel Mcomish	0.00	135,133.50	0.00	135,133.50	100.00	
Accumulation	0.00	135,133.50	0.00	135,133.50	100.00	
Total Member Entitlements	0.00	135,133.50	0.00	135,133.50	100.00	

Operating Statement

Income	2021	2020	Change (\$)	Change (%)	
Member Receipts	147,368.50	0.00	147,368.50	100.00	
Rollovers In	147,368.50	0.00	147,368.50	100.00	
Mr Daniel Mcomish	147,368.50	0.00	147,368.50	100.00	WP-1
Total Income	147,368.50	0.00	147,368.50	100.00	
Expenses	2021	2020	Change (\$)	Change (%)	
Member Payments	10,000.00	0.00	10,000.00	100.00	
Lump Sums Paid	10,000.00	0.00	10,000.00	100.00	
Mr Daniel Mcomish	10,000.00	0.00	10,000.00	100.00	WP-1
Accumulation	10,000.00	0.00	10,000.00	100.00	
Other Expenses	2,235.00	0.00	2,235.00	100.00	
Bank Fees	35.00	0.00	35.00	100.00	
Cash At Bank	35.00	0.00	35.00	100.00	
CBA Bank Account	35.00	0.00	35.00	100.00	
Establishment Fee	2,200.00	0.00	2,200.00	100.00	WP-1
Total Expenses	12,235.00	0.00	12,235.00	100.00	
Income Tax	2021	2020	Change (\$)	Change (%)	
Total Income Tax	0.00	0.00	0.00	0.00	
Net Profit(Loss) Total	135,133.50	0.00			

Lump Sum Payment

		Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Account Name	Date Of Birth	Age	Lum Sum Payment
	Mcomish Daniel James	10/01/1981	39	10,000.00

Work Test - Good to Go

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

Contribution Cap Limit

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Current Year Contributions		Concessional	Non-Concessional
<p>Mr Daniel Mcomish Date of Birth: 10/01/1981 (Age: 39 at 30/06/2021)</p>				
	Caps		25,000.00	100,000.00
	Cumulative available unused cap		50,000.00	0.00
	Maximum cap available		75,000.00	100,000.00
	Contributions made (to this fund)		0.00	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		0.00	0.00
	Amount above caps		0.00	0.00

Negative Balance - Good to Go

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

Contra Bank Entries

				Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Date	Description	Debits	Credits	Balance	
CBA Bank Account						
🚩	17/12/2020	Transfer From Huntress Cat x	0.00	10,000.00	135,168.50	
🚩	28/12/2020	Transfer to CBA A/c CommBank app 2410441458240	10,000.00	0.00	125,168.50	
🚩	28/01/2021	Transfer To Forme Rentals T Acnt CommBank App Daniel McOmish	2,035.10	0.00	123,133.40	
🚩	19/05/2021	Transfer To real estate training academy CommBank App Daniel McOmish	495.00	0.00	105,902.40	
🚩	24/05/2021	Transfer from CommBank app LOAN DJM repayment	0.00	495.00	106,397.40	
🚩	06/06/2021	Transfer to CBA A/c CommBank app	100.00	0.00	101,262.40	
🚩	08/06/2021	Transfer from CommBank app Payment 0606	0.00	100.00	101,362.40	
🚩	08/06/2021	Transfer from CommBank app Payment 2801	0.00	2,035.10	103,397.50	

Benefits Paid to Member < 60 - Good to Go

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

Retirement Condition - Good to Go

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

Market Value - Not Applicable

The system did not find any data to process.

Pension Limit - Not Applicable

The system did not find any data to process.

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

The system did not find any data to process.

Preservation Components for Member above 65 - Not Applicable

The system did not find any data to process.

Preservation Components - Not Applicable

The system did not find any data to process.

Tax Component Verification (Accumulation) - Not Applicable

The system did not find any data to process.

Tax Component Verification (Pension) - Not Applicable

The system did not find any data to process.

Income Comparison - Not Applicable

The system did not find any data to process.

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

The system did not find any data to process.

General Ledger

Date	Description	Quantity	Debits	Credits	Balance
Member Receipts / Rollovers In / Mr Daniel Mcomish					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
06/10/2020	Rollover In	0.00	0.00	19,448.00	19,448.00
20/10/2020	Rollover In	0.00	0.00	127,920.50	147,368.50
30/06/2021	Closing Balance	0.00	0.00	0.00	147,368.50
Member Payments / Lump Sums Paid / Mr Daniel Mcomish / Accumulation					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
28/12/2020	Covid released	0.00	10,000.00	0.00	10,000.00
30/06/2021	Closing Balance	0.00	0.00	0.00	10,000.00
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
28/12/2020	Covid released	0.00	0.00	10,000.00	10,000.00
28/12/2020	Rollover Out - Paid	0.00	10,000.00	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Expenses / Bank Fees / Cash At Bank / CBA Bank Account					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
27/05/2021	Transfer To evergreen CommBank App Investment	0.00	35.00	0.00	35.00
30/06/2021	Closing Balance	0.00	0.00	0.00	35.00
Other Expenses / Establishment Fee					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
25/10/2020	Transfer to CBA A/c NetBank SMSF SetUp Reimb	0.00	2,200.00	0.00	2,200.00
30/06/2021	Closing Balance	0.00	0.00	0.00	2,200.00
Investments - Loan - Evergreen Regional Pty Ltd					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
27/05/2021	Loan	0.00	5,000.00	0.00	5,000.00
30/06/2021	Closing Balance	0.00	0.00	0.00	5,000.00
Cash At Bank - CBA Bank Account					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
20/10/2020	Direct Credit 005298 ONEPATH CUSTODIA 1 10108484 3326	0.00	127,920.50	0.00	127,920.50
20/10/2020	Rollover	0.00	19,448.00	0.00	147,368.50
25/10/2020	Transfer to CBA A/c NetBank SMSF SetUp Reimb	0.00	0.00	2,200.00	145,168.50
13/11/2020	Transfer To Catherine Nunter CommBank App Dan	0.00	0.00	20,000.00	125,168.50
17/12/2020	Transfer From Huntress Cat x	0.00	10,000.00	0.00	135,168.50
28/12/2020	Transfer to CBA A/c CommBank app 2410441458240	0.00	0.00	10,000.00	125,168.50
28/01/2021	Transfer To Forme Rentals T Acnt CommBank App Daniel McOmish	0.00	0.00	2,035.10	123,133.40
02/02/2021	Transfer From Catherine Hunter Cat H	0.00	10,000.00	0.00	133,133.40

Date	Description	Quantity	Debits	Credits	Balance
03/02/2021	Transfer to xx6122 CommBank app LOAN DJM	0.00	0.00	6,000.00	127,133.40
07/03/2021	Transfer to CBA A/c CommBank app	0.00	0.00	100.00	127,033.40
08/03/2021	Transfer to CBA A/c CommBank app	0.00	0.00	100.00	126,933.40
09/03/2021	Transfer to CBA A/c CommBank app	0.00	0.00	500.00	126,433.40
09/03/2021	Transfer to CBA A/c CommBank app Dan	0.00	0.00	100.00	126,333.40
11/03/2021	Transfer to CBA A/c CommBank app	0.00	0.00	100.00	126,233.40
11/03/2021	Transfer to CBA A/c CommBank app	0.00	0.00	500.00	125,733.40
13/03/2021	Transfer to CBA A/c CommBank app	0.00	0.00	500.00	125,233.40
16/03/2021	Transfer to CBA A/c CommBank app	0.00	0.00	100.00	125,133.40
16/03/2021	Transfer to CBA A/c CommBank app	0.00	0.00	200.00	124,933.40
17/03/2021	Transfer to CBA A/c CommBank app	0.00	0.00	500.00	124,433.40
18/03/2021	Transfer to CBA A/c CommBank app	0.00	0.00	500.00	123,933.40
19/03/2021	Transfer to CBA A/c NetBank McomishSinclair	0.00	0.00	5,000.00	118,933.40
20/03/2021	Transfer to CBA A/c CommBank app	0.00	0.00	500.00	118,433.40
21/03/2021	Transfer to CBA A/c CommBank app	0.00	0.00	500.00	117,933.40
21/03/2021	Transfer to xx6122 CommBank app 500	0.00	0.00	500.00	117,433.40
22/03/2021	Transfer to CBA A/c CommBank app	0.00	0.00	5,003.00	112,430.40
06/04/2021	Transfer from NetBank Loan Repayment	0.00	10,000.00	0.00	122,430.40
12/04/2021	Transfer To Commercial Adelaide CommBank App Halifax/Flinders Investm...	0.00	0.00	2,333.00	120,097.40

Date	Description	Quantity	Debits	Credits	Balance
16/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	1,000.00	119,097.40
19/04/2021	Transfer from CommBank app	0.00	1,090.00	0.00	120,187.40
19/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	90.00	120,097.40
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	0.00	20,000.00	100,097.40
29/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	1,000.00	99,097.40
01/05/2021	Transfer to CBA A/c CommBank app	0.00	0.00	1,000.00	98,097.40
02/05/2021	Transfer From MS PENELOPE ROSE PROCTOR CREDIT TO ACCOUNT	0.00	10,000.00	0.00	108,097.40
04/05/2021	Transfer to xx6122 NetBank	0.00	0.00	200.00	107,897.40
11/05/2021	Transfer to CBA A/c CommBank app	0.00	0.00	1,000.00	106,897.40
15/05/2021	Transfer to CBA A/c CommBank app	0.00	0.00	500.00	106,397.40
19/05/2021	Transfer To real estate training academy CommBank App Daniel McOmish	0.00	0.00	495.00	105,902.40
24/05/2021	Transfer from CommBank app LOAN DJM repayment	0.00	495.00	0.00	106,397.40
27/05/2021	Transfer To evergreen CommBank App Investment	0.00	0.00	5,035.00	101,362.40
06/06/2021	Transfer to CBA A/c CommBank app	0.00	0.00	100.00	101,262.40
08/06/2021	Transfer from CommBank app Payment 0606	0.00	100.00	0.00	101,362.40
08/06/2021	Transfer from CommBank app Payment 2801	0.00	2,035.10	0.00	103,397.50
12/06/2021	Transfer to CBA A/c CommBank app	0.00	0.00	150.00	103,247.50
12/06/2021	Transfer to CBA A/c CommBank app Reimburs EG Costs	0.00	0.00	250.00	102,997.50

Date	Description	Quantity	Debits	Credits	Balance
14/06/2021	Transfer to CBA A/c CommBank app Reimbursment	0.00	0.00	112.00	102,885.50
14/06/2021	Transfer to xx7033 CommBank app	0.00	0.00	100.00	102,785.50
15/06/2021	Transfer to xx6122 CommBank app Evergreen	0.00	0.00	212.50	102,573.00
16/06/2021	Transfer to xx6122 CommBank app Evergreen	0.00	0.00	212.50	102,360.50
17/06/2021	Transfer to xx6122 CommBank app Evergreen	0.00	0.00	75.00	102,285.50
30/06/2021	Closing Balance	0.00	0.00	0.00	102,285.50
Other Assets - Sundry Assets / Sundry Debtor					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
19/03/2021	Transfer	0.00	5,000.00	0.00	5,000.00
12/04/2021	Transfer	0.00	2,333.00	0.00	7,333.00
30/06/2021	Error in withdrawals	0.00	20,515.00	0.00	27,848.00
30/06/2021	Closing Balance	0.00	0.00	0.00	27,848.00
Other Assets - Unsettled Trades / Acquisitions / Loans / Loan - Evergreen Regional Pty Ltd					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
27/05/2021	Loan	0.00	0.00	5,000.00	5,000.00
27/05/2021	Loan	0.00	5,000.00	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Sundry Assets / Sundry Debtor					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
19/03/2021	Transfer	0.00	0.00	5,000.00	5,000.00
19/03/2021	Transfer	0.00	5,000.00	0.00	0.00
12/04/2021	Transfer	0.00	0.00	2,333.00	2,333.00
12/04/2021	Transfer	0.00	2,333.00	0.00	0.00
30/06/2021	Error in withdrawals	0.00	0.00	20,515.00	20,515.00
30/06/2021	Error in withdrawals	0.00	20,515.00	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Rollovers In / Mr Daniel Mcomish					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
06/10/2020	Rollover In	0.00	19,448.00	0.00	19,448.00
20/10/2020	Rollover In	0.00	127,920.50	0.00	147,368.50
20/10/2020	RolloverIn Received	0.00	0.00	19,448.00	127,920.50
20/10/2020	RolloverIn Received	0.00	0.00	127,920.50	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Bank Fees / Cash At Bank / CBA Bank Account					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
27/05/2021	Transfer To evergreen CommBank App Investment	0.00	0.00	35.00	35.00
27/05/2021	Transfer To evergreen CommBank App Investment	0.00	35.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Establishment Fee					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
25/10/2020	Transfer to CBA A/c NetBank SMSF SetUp Reimb	0.00	0.00	2,200.00	2,200.00
25/10/2020	Transfer to CBA A/c NetBank SMSF SetUp Reimb	0.00	2,200.00	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Fund Suspense / CBA Bank Account					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
20/10/2020	Direct Credit 005298 ONEPATH CUSTODIA 1 10108484 3326	0.00	0.00	127,920.50	127,920.50
20/10/2020	Direct Credit 005298 ONEPATH CUSTODIA 1 10108484 3326	0.00	127,920.50	0.00	0.00
20/10/2020	Rollover	0.00	0.00	19,448.00	19,448.00
20/10/2020	Rollover	0.00	19,448.00	0.00	0.00
25/10/2020	Transfer to CBA A/c NetBank SMSF SetUp Reimb	0.00	0.00	2,200.00	2,200.00
25/10/2020	Transfer to CBA A/c NetBank SMSF SetUp Reimb	0.00	2,200.00	0.00	0.00
13/11/2020	Transfer To Catherine Nunter CommBank App Dan	0.00	20,000.00	0.00	20,000.00
17/12/2020	Transfer From Huntress Cat x	0.00	0.00	10,000.00	10,000.00
17/12/2020	Transfer From Huntress Cat x	0.00	10,000.00	0.00	20,000.00

Date	Description	Quantity	Debits	Credits	Balance
17/12/2020	Transfer To Catherine Nunter CommBank App Dan	0.00	0.00	10,000.00	10,000.00
28/12/2020	Transfer to CBA A/c CommBank app 2410441458240	0.00	0.00	10,000.00	0.00
28/12/2020	Transfer to CBA A/c CommBank app 2410441458240	0.00	10,000.00	0.00	10,000.00
28/01/2021	Transfer To Forme Rentals T Acnt CommBank App Daniel McOmish	0.00	2,035.10	0.00	12,035.10
02/02/2021	Transfer From Catherine Hunter Cat H	0.00	0.00	10,000.00	2,035.10
02/02/2021	Transfer From Catherine Hunter Cat H	0.00	10,000.00	0.00	12,035.10
02/02/2021	Transfer To Catherine Nunter CommBank App Dan	0.00	0.00	10,000.00	2,035.10
03/02/2021	Transfer to xx6122 CommBank app LOAN DJM	0.00	6,000.00	0.00	8,035.10
07/03/2021	Transfer to CBA A/c CommBank app	0.00	100.00	0.00	8,135.10
08/03/2021	Transfer to CBA A/c CommBank app	0.00	100.00	0.00	8,235.10
09/03/2021	Transfer to CBA A/c CommBank app	0.00	500.00	0.00	8,735.10
09/03/2021	Transfer to CBA A/c CommBank app Dan	0.00	100.00	0.00	8,835.10
11/03/2021	Transfer to CBA A/c CommBank app	0.00	100.00	0.00	8,935.10
11/03/2021	Transfer to CBA A/c CommBank app	0.00	500.00	0.00	9,435.10
13/03/2021	Transfer to CBA A/c CommBank app	0.00	500.00	0.00	9,935.10
16/03/2021	Transfer to CBA A/c CommBank app	0.00	100.00	0.00	10,035.10
16/03/2021	Transfer to CBA A/c CommBank app	0.00	200.00	0.00	10,235.10
17/03/2021	Transfer to CBA A/c CommBank app	0.00	500.00	0.00	10,735.10

Date	Description	Quantity	Debits	Credits	Balance
18/03/2021	Transfer to CBA A/c CommBank app	0.00	500.00	0.00	11,235.10
19/03/2021	Transfer to CBA A/c NetBank McomishSinclair	0.00	0.00	5,000.00	6,235.10
19/03/2021	Transfer to CBA A/c NetBank McomishSinclair	0.00	5,000.00	0.00	11,235.10
20/03/2021	Transfer to CBA A/c CommBank app	0.00	500.00	0.00	11,735.10
21/03/2021	Transfer to CBA A/c CommBank app	0.00	500.00	0.00	12,235.10
21/03/2021	Transfer to xx6122 CommBank app 500	0.00	500.00	0.00	12,735.10
22/03/2021	Transfer to CBA A/c CommBank app	0.00	5,003.00	0.00	17,738.10
06/04/2021	Transfer from NetBank Loan Repayment	0.00	0.00	10,000.00	7,738.10
12/04/2021	Transfer To Commercial Adelaide CommBank App Halifax/Flinders Investm...	0.00	0.00	2,333.00	5,405.10
12/04/2021	Transfer To Commercial Adelaide CommBank App Halifax/Flinders Investm...	0.00	2,333.00	0.00	7,738.10
16/04/2021	Transfer to CBA A/c CommBank app	0.00	1,000.00	0.00	8,738.10
19/04/2021	Transfer from CommBank app	0.00	0.00	1,090.00	7,648.10
19/04/2021	Transfer from CommBank app	0.00	90.00	0.00	7,738.10
19/04/2021	Transfer from CommBank app	0.00	1,000.00	0.00	8,738.10
19/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	90.00	8,648.10
19/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	1,000.00	7,648.10
19/04/2021	Transfer to CBA A/c CommBank app	0.00	90.00	0.00	7,738.10
26/04/2021	Transfer from NetBank Loan Repayment	0.00	10,000.00	0.00	17,738.10
26/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	100.00	17,638.10

Date	Description	Quantity	Debits	Credits	Balance
26/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	100.00	17,538.10
26/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	100.00	17,438.10
26/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	100.00	17,338.10
26/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	200.00	17,138.10
26/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	500.00	16,638.10
26/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	500.00	16,138.10
26/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	500.00	15,638.10
26/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	500.00	15,138.10
26/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	500.00	14,638.10
26/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	500.00	14,138.10
26/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	500.00	13,638.10
26/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	5,003.00	8,635.10
26/04/2021	Transfer to CBA A/c CommBank app Dan	0.00	0.00	100.00	8,535.10
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	0.00	10,000.00	1,464.90
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	100.00	0.00	1,364.90
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	100.00	0.00	1,264.90
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	100.00	0.00	1,164.90
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	100.00	0.00	1,064.90

Date	Description	Quantity	Debits	Credits	Balance
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	100.00	0.00	964.90
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	200.00	0.00	764.90
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	500.00	0.00	264.90
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	500.00	0.00	235.10
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	500.00	0.00	735.10
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	500.00	0.00	1,235.10
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	500.00	0.00	1,735.10
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	500.00	0.00	2,235.10
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	500.00	0.00	2,735.10
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	500.00	0.00	3,235.10
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	5,003.00	0.00	8,238.10
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	6,000.00	0.00	14,238.10
26/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	20,000.00	0.00	34,238.10
26/04/2021	Transfer to xx6122 CommBank app 500	0.00	0.00	500.00	33,738.10
26/04/2021	Transfer to xx6122 CommBank app LOAN DJM	0.00	0.00	6,000.00	27,738.10

Date	Description	Quantity	Debits	Credits	Balance
29/04/2021	Transfer to CBA A/c CommBank app	0.00	0.00	1,000.00	26,738.10
29/04/2021	Transfer to CBA A/c CommBank app	0.00	1,000.00	0.00	27,738.10
29/04/2021	Transfer To penny proctor CommBank App Consulting	0.00	1,000.00	0.00	28,738.10
01/05/2021	Transfer to CBA A/c CommBank app	0.00	0.00	1,000.00	27,738.10
01/05/2021	Transfer to CBA A/c CommBank app	0.00	1,000.00	0.00	28,738.10
01/05/2021	Transfer To penny proctor CommBank App Consulting	0.00	1,000.00	0.00	29,738.10
02/05/2021	Transfer From MS PENELOPE ROSE PROCTOR CREDIT TO ACCOUNT	0.00	0.00	10,000.00	19,738.10
02/05/2021	Transfer From MS PENELOPE ROSE PROCTOR CREDIT TO ACCOUNT	0.00	10,000.00	0.00	29,738.10
02/05/2021	Transfer To penny proctor CommBank App Consulting	0.00	0.00	10,000.00	19,738.10
04/05/2021	Transfer To penny proctor CommBank App Consulting	0.00	200.00	0.00	19,938.10
04/05/2021	Transfer to xx6122 NetBank	0.00	0.00	200.00	19,738.10
04/05/2021	Transfer to xx6122 NetBank	0.00	200.00	0.00	19,938.10
11/05/2021	Transfer to CBA A/c CommBank app	0.00	0.00	1,000.00	18,938.10
11/05/2021	Transfer to CBA A/c CommBank app	0.00	1,000.00	0.00	19,938.10
11/05/2021	Transfer To penny proctor CommBank App Consulting	0.00	1,000.00	0.00	20,938.10
15/05/2021	Transfer to CBA A/c CommBank app	0.00	0.00	500.00	20,438.10
15/05/2021	Transfer to CBA A/c CommBank app	0.00	500.00	0.00	20,938.10

Date	Description	Quantity	Debits	Credits	Balance
15/05/2021	Transfer To penny proctor CommBank App Consulting	0.00	500.00	0.00	21,438.10
19/05/2021	Transfer To real estate training academy CommBank App Daniel McOmish	0.00	495.00	0.00	21,933.10
24/05/2021	Transfer from CommBank app LOAN DJM repayment	0.00	0.00	495.00	21,438.10
24/05/2021	Transfer from CommBank app LOAN DJM repayment	0.00	495.00	0.00	21,933.10
24/05/2021	Transfer To real estate training academy CommBank App Daniel McOmish	0.00	0.00	495.00	21,438.10
27/05/2021	Transfer To evergreen CommBank App Investment	0.00	0.00	35.00	21,403.10
27/05/2021	Transfer To evergreen CommBank App Investment	0.00	0.00	5,000.00	16,403.10
27/05/2021	Transfer To evergreen CommBank App Investment	0.00	5,035.00	0.00	21,438.10
06/06/2021	Transfer to CBA A/c CommBank app	0.00	0.00	100.00	21,338.10
06/06/2021	Transfer to CBA A/c CommBank app	0.00	100.00	0.00	21,438.10
06/06/2021	Transfer To penny proctor CommBank App Consulting	0.00	100.00	0.00	21,538.10
08/06/2021	Transfer from CommBank app Payment 0606	0.00	0.00	100.00	21,438.10
08/06/2021	Transfer from CommBank app Payment 0606	0.00	100.00	0.00	21,538.10
08/06/2021	Transfer from CommBank app Payment 2801	0.00	0.00	2,035.10	19,503.00
08/06/2021	Transfer from CommBank app Payment 2801	0.00	2,035.10	0.00	21,538.10
08/06/2021	Transfer To Forme Rentals T Acnt CommBank App Daniel McOmish	0.00	0.00	2,035.10	19,503.00

Date	Description	Quantity	Debits	Credits	Balance
08/06/2021	Transfer To penny proctor CommBank App Consulting	0.00	0.00	100.00	19,403.00
12/06/2021	Transfer to CBA A/c CommBank app	0.00	0.00	150.00	19,253.00
12/06/2021	Transfer to CBA A/c CommBank app	0.00	150.00	0.00	19,403.00
12/06/2021	Transfer to CBA A/c CommBank app Reimburs EG Costs	0.00	0.00	250.00	19,153.00
12/06/2021	Transfer to CBA A/c CommBank app Reimburs EG Costs	0.00	250.00	0.00	19,403.00
12/06/2021	Transfer To penny proctor CommBank App Consulting	0.00	150.00	0.00	19,553.00
12/06/2021	Transfer To penny proctor CommBank App Consulting	0.00	250.00	0.00	19,803.00
14/06/2021	Transfer to CBA A/c CommBank app Reimbursment	0.00	0.00	112.00	19,691.00
14/06/2021	Transfer to CBA A/c CommBank app Reimbursment	0.00	112.00	0.00	19,803.00
14/06/2021	Transfer To penny proctor CommBank App Consulting	0.00	100.00	0.00	19,903.00
14/06/2021	Transfer To penny proctor CommBank App Consulting	0.00	112.00	0.00	20,015.00
14/06/2021	Transfer to xx7033 CommBank app	0.00	0.00	100.00	19,915.00
14/06/2021	Transfer to xx7033 CommBank app	0.00	100.00	0.00	20,015.00
15/06/2021	Transfer To penny proctor CommBank App Consulting	0.00	212.50	0.00	20,227.50
15/06/2021	Transfer to xx6122 CommBank app Evergreen	0.00	0.00	212.50	20,015.00

Date	Description	Quantity	Debits	Credits	Balance
15/06/2021	Transfer to xx6122 CommBank app Evergreen	0.00	212.50	0.00	20,227.50
16/06/2021	Transfer To penny proctor CommBank App Consulting	0.00	212.50	0.00	20,440.00
16/06/2021	Transfer to xx6122 CommBank app Evergreen	0.00	0.00	212.50	20,227.50
16/06/2021	Transfer to xx6122 CommBank app Evergreen	0.00	212.50	0.00	20,440.00
17/06/2021	Transfer To penny proctor CommBank App Consulting	0.00	75.00	0.00	20,515.00
17/06/2021	Transfer to xx6122 CommBank app Evergreen	0.00	0.00	75.00	20,440.00
17/06/2021	Transfer to xx6122 CommBank app Evergreen	0.00	75.00	0.00	20,515.00
30/06/2021	Transfer To penny proctor CommBank App Consulting	0.00	0.00	20,515.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Member Entitlement Accounts / Mr Daniel Mcomish / Accumulation					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
06/10/2020	Rollover In	0.00	0.00	19,448.00	19,448.00
20/10/2020	Rollover In	0.00	0.00	127,920.50	147,368.50
27/12/2020	Investment Profit or Loss	0.00	2,200.00	0.00	145,168.50
28/12/2020	Covid released	0.00	10,000.00	0.00	135,168.50
30/06/2021	Investment Profit or Loss	0.00	35.00	0.00	135,133.50
30/06/2021	Closing Balance	0.00	0.00	0.00	135,133.50

Permanent Documents

OCR_ATO Trustee Declaration.pdf
Hummingbird SMSF Pty Ltf_ASIC Extract.pdf
OCR_Signed Trust Deed.pdf
OCR_Application for Membership.pdf
OCR_Investment Strategy.pdf
OCR_Certified Copy - Signed Trust Deed.pdf



Hummingbird Super Fund

Members Summary Report - For the period 1/07/2020 to 30/06/2021

Member's Detail	Opening Balance	Increases				Decreases				Closing Balance	
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out		Ben Paid
Mr Daniel Mcomish											
138 Aldgate Valley Road MYLOR SA 5153											
Accumulation Accumulation	0.00	0.00	147,368.50	(2,235.00)	0.00	0.00	0.00	0.00	0.00	(10,000.00)	135,133.50
	0.00	0.00	147,368.50	(2,235.00)	0.00	0.00	0.00	0.00	0.00	(10,000.00)	135,133.50
	0.00	0.00	147,368.50	(2,235.00)	0.00	0.00	0.00	0.00	0.00	(10,000.00)	135,133.50

Hummingbird Super Fund
Investment Summary as at 30 June 2021

Investment	Units	Average Cost Price	Market Price	Accounting Cost	Market Value	Unrealised Accounting Gain/(Loss)	Accounting Gain/(Loss) (%)	Portfolio Weight (%)
<u>Bank</u>								
CBA Bank Account				102,285.50	102,285.50			100.00%
				102,285.50	102,285.50			100.00%
				102,285.50	102,285.50	0.00	0.00%	100.00%

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

Hummingbird Super Fund
(ABN: 58 998 568 798)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2020 - 30 June 2021	Residential Address: 138 Aldgate Valley Road MYLOR, SA 5153
Member Number: 1	Date of Birth: 10 January 1981
Mr Daniel James Mcomish	Date Joined Fund: 1 September 2020
	Eligible Service Date: 4 March 2002
	Tax File Number Held: Yes

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

Your Accounts

Withdrawal Benefit as at 1 Jul 2020	
Accumulation	-
Total as at 1 Jul 2020	-
Withdrawal Benefit as at 30 Jun 2021	
Accumulation	135,133.50
Total as at 30 Jun 2021	135,133.50

Your Tax Components

Tax Free	-
Taxable - Taxed	135,133.50
Taxable - Untaxed	-

Your Preservation Components

Preserved	135,133.50
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:
email daniel@djmproperty.com.au
mail Hummingbird Super Fund, 138 Aldgate Valley Road, MYLOR SA 5153

Hummingbird Super Fund
 (ABN: 58 998 568 798)

Member Benefit Statement

Period	Member Account Details
1 July 2020 - 30 June 2021	Residential Address: 138 Aldgate Valley Road MYLOR, SA 5153
Member Number: 1	Date of Birth: 10 January 1981
Mr Daniel James Mcomish	Date Joined Fund: 1 September 2020
Accumulation Account	Eligible Service Date: 4 March 2002
Accumulation	Tax File Number Held: Yes
	Account Start Date: 1 September 2020

Your Account Summary	Your Tax Components
Withdrawal Benefit as at 1 Jul 2020 -	Tax Free 0.0000 % -
<u>Increases to your account:</u>	Taxable - Taxed 135,133.50
Rollovers In 147,368.50	Taxable - Untaxed -
<u>Total Increases</u> 147,368.50	Your Preservation Components
<u>Decreases to your account:</u>	Preserved 135,133.50
Lump Sum Cash Payments 10,000.00	Restricted Non Preserved -
Share Of Net Fund Income 2,235.00	Unrestricted Non Preserved -
<u>Total Decreases</u> 12,235.00	Your Insurance Benefits
Withdrawal Benefit as at 30 Jun 2021 <u><u>135,133.50</u></u>	No insurance details have been recorded
	Your Beneficiaries
	No beneficiary details have been recorded

For Enquiries:

 email daniel@djmproperty.com.au
 mail Hummingbird Super Fund, 138 Aldgate Valley Road, MYLOR SA 5153



Trustee

The Trustee of the Fund is as follows:

Hummingbird SMSF Pty Ltd

The directors of the Trustee company are:

Daniel Mcomish

Availability of Other Fund Information

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

Trustee Disclaimer

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

Signed on behalf of the Trustee of the Fund

.....
Daniel Mcomish
Director - Hummingbird SMSF Pty Ltd

Statement Date: 30 June 2021

For Enquiries:
email daniel@djmproperty.com.au
mail **Hummingbird Super Fund**, 138 Aldgate Valley Road, MYLOR SA 5153

Hummingbird Super Fund
Investment Movement Summary
For the period 1 July 2020 to 30 June 2021

Investment	Opening Balance		Acquisitions		Disposals			Closing Balance		
	Qty	Cost	Qty	Cost	Qty	Proceeds	Profit/(Loss)	Qty	Cost	Market Value
<u>Bank</u>										
CBA Bank Account		0.00		191,088.60		88,803.10	0.00		102,285.50	102,285.50
		0.00		191,088.60		88,803.10	0.00		102,285.50	102,285.50
Fund Total		0.00		191,088.60		88,803.10	0.00		102,285.50	102,285.50

Due Date: 04 Sep 2020

TAX INVOICE

Daniel McOmish

Invoice Number
INV-0866**Invoice Date**
28 Aug 2020

Description	GST	Amount
For Professional Services including:		
- Set up of Self Managed Super Fund with Corporate Trustee including all legal, government and accounting fee disbursements	10%	1,694.00
- ASIC Company Fee	GST Free	506.00
	Subtotal	2,046.00
	Total GST 10%	154.00
	Invoice Total	2,200.00
	Payments Received	0.00
	Amount Due	\$2,200.00

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

How to Pay



EFT directly into our bank account:
Account: SMSF Australia Pty Ltd
BSB: 065-004 Account No: 1108 1117
Reference: Name and INV-0866



Credit card by phone – 8338 1033
VISA or MasterCard Accepted
3% surcharge charged



MR DANIEL J MCOMISH
GPO BOX 1300
ADELAIDE SA 5001



Our reference: 7118038711859

Phone: 13 10 20

TFN: 412 448 048

7 September 2020

We have approved an early release of superannuation

Dear DANIEL,

We're writing to you about your application for the Coronavirus - early release of super benefits. This is a notice of the decision made by the Regulator determining whether you've met a condition of release.

After careful consideration, we've determined that you are eligible for an early release of super.

Release amount

We've approved a release of	\$ 10,000.00
-----------------------------	--------------

We've approved the release of your benefits from the super provider(s) shown below:

THE TRUSTEE FOR RETIREMENT PORTFOLIO SERVICE	\$ 10,000.00
--	--------------

The above amount(s) can only be released by your super provider(s) as one lump sum payment and is tax free.

What you need to do

Your fund will arrange the release of your super benefits to you. Your fund may contact you to confirm your information prior to release.

Yours sincerely,
Grant Brodie
Deputy Commissioner of Taxation

NEED HELP?

If you have any questions or need help, phone us on **13 10 20** between 8.00am and 6.00pm, Monday to Friday.

If you phone

Remember to have your tax file number with you when you phone. It will also be helpful if you can tell us the 'Our reference' number at the top of this letter.

FIND OUT MORE

For more information about releasing super on compassionate grounds and how tax applies, visit our website at ato.gov.au/early-release

07 October 2020



000448

THE TRUSTEE FOR HUMMINGBIRD SUPER FUND
PO Box 230
GLEN OSMOND SA 5064

Dear Sir/Madam

Transferred super account

Member number: D Mcomish

Enclosed is the *Rollover benefits statement* for Mr Daniel Mcomish who has asked to transfer their AustralianSuper account to THE TRUSTEE FOR HUMMINGBIRD SUPER FUND.

We're here to help

If you need help or have any questions, please call us on 1300 300 273 from 8am to 8pm AEST/AEDT weekdays or visit our website anytime at australiansuper.com

Sincerely

AustralianSuper

Enclosures: *Rollover benefits statement*

Rollover benefits statement

Section A: Receiving fund

1 Australian business number (ABN)

2 Fund name

3 Postal address

Suburb/town/locality State/territory Postcode

Country if outside Australia

4 (a) Unique Superannuation Identifier (USI)

(b) Member Client Identifier

Section B: Member details

5 Tax file number (TFN)

6 Full name
Title
Family name

First given name Other given names

7 Residential address
Street address

Suburb/town/locality State/territory Postcode

Country if outside Australia

8 Date of birth Day/Month/Year

9 Sex Male Female

10 Daytime phone number (include area Code)

11 Email address (if applicable)

Section C: Rollover transaction details

12	Service period start date	Day/Month/Year 04/03/2002
13	Tax components:	
	Tax-free component	\$ 0.00
	KiwiSaver tax-free component	\$ 0.00
	Taxable component:	
	Element taxed in the fund	\$ 19,448.00
	Element untaxed in the fund	\$ 0.00
	TOTAL Tax components	\$ 19,448.00
14	Preservation amounts:	
	Preserved amount	\$ 19,448.00
	KiwiSaver preserved amount	\$ 0.00
	Restricted non-preserved amount	\$ 0.00
	Unrestricted non-preserved amount	\$ 0.00
	TOTAL Preservation amounts	\$ 19,448.00

Section D: Non-complying funds

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

Section E: Transferring fund

16	Fund's ABN	65 714 394 898
17	Fund's name	AustralianSuper
18	Contact name	AustralianSuper Contact Centre
19	Daytime phone number (include area Code)	1300 300 273
20	Email address (if applicable)	australiansuper.com/email

Section F: Declaration

AUTHORISED REPRESENTATIVE DECLARATION:

Complete this declaration if you are an authorised representative of the superannuation fund or other provider shown in section E.

I declare that:

- I have prepared the statement with the information supplied by the superannuation provider
- I have received a declaration made by the superannuation provider that the information provided to me for the preparation of this statement is true and correct
- I am authorised by the superannuation provider to give the information in the statement to the ATO.

Name

JOE NEKIC


Authorised representative signature

JOE NEKIC

Day / Month / Year

Date

06/10/2020



**UNSECURED LOAN AGREEMENT BETWEEN
HUMMINGBIRD SMSF PTY LTD - ACN 643 979 775 AS
TRUSTEE FOR HUMMINGBIRD SMSF (LENDER)
AND
EVERGREEN REGIONAL PTY LTD - ACN 649 182 785
(BORROWER)**

Copyright Notice © 2021

This document contains proprietary information that is owned by or licensed to NowInfinity Pty Ltd-ACN 154 927 376 (**we**) and is protected by applicable intellectual property and other laws, including but not limited to copyright. You must not remove, alter or obscure any disclaimers or identification, copyright, trademark or other proprietary notices, labels or marks on this document.

You acknowledge that we are not a legal services provider and that we are not the author of, and have no editorial control over, this document or any information contained in this document. This document has not been prepared with regard to any of your or your client's particular circumstances. You must satisfy yourself as to the content and appropriateness of this document for your purposes and that of your clients, and we make no warranty as to the form, content and appropriateness of this document for you or your client. You and your client should obtain your own advice and rely on such advice when using this document.

You acknowledge and agree that this document does not constitute or contain personal or general advice for the purpose of the Corporations Act 2001 (Cth) and that we, our employees and (unless otherwise agreed in writing) advisers do not offer any legal, accounting or other professional advice or services in connection with the provision of this document.

Unless otherwise required by law, you agree to only access, use, modify, distribute and otherwise handle this document in accordance with our Terms and Conditions available at <https://www.nowinfinity.com.au/terms-and-conditions> or with the prior written consent of the copyright owner. For any such requests, please email info@nowinfinity.com.au and include the details of your request.

UNSECURED LOAN AGREEMENT

The date of this Loan Agreement is

PARTIES:

LENDER: HUMMINGBIRD SMSF PTY LTD - ACN 643 979 775 of
138 Aldgate Valley Road, Mylor, SA 5153 as trustee for Hummingbird
SMSF

BORROWER: EVERGREEN REGIONAL PTY LTD - ACN 649 182 785 of
17 Glen Osmond Road, EASTWOOD, SA 5063

RECITALS:

- A. **OFFER AND ACCEPTANCE OF LOAN:** The Lender, at the request of Borrower, agrees to lend Monies to the Borrower for the purpose shown at **Item 1 of Schedule One** (the "Approved Purpose"), up to the amount shown at **Item 2 of Schedule One** (the "Monies"), at the Interest Rate shown at **Item 3 of Schedule One** (the "Interest Rate"), on the Payment Terms shown at **Item 4 of Schedule One** (the "Payment Terms") in exchange for the Borrower's Promises.
- B. **BORROWER'S PROMISES:** The Borrower promises to repay to the Lender the Monies, and to pay Interest and Other Amounts on the terms of the Operative Parts.
- C. The parties, by execution of this Agreement, consent to be bound by the terms of the Operative Parts.

OPERATIVE PARTS:

1. The Loan Agreement

- 1.1 The Lender agrees to loan to the Borrower the Monies on the date shown in **Item 5 of Schedule One** ("Commencement Date"), in exchange for the "Borrower's Promises."
- 1.2 The Borrower acknowledges the "Borrower's Promises" are consideration for the Lender's Agreement.
- 1.3 The Lender acknowledges the "Lender's Agreement" is relied upon by the Borrower.

2. The Lender's Agreement

- 2.1 The Lender agrees, in exchange for the Borrower's Promises, that:
- (a) **MONIES:** The Lender will lend to the Borrower the Monies, which amount may be paid or delivered to the Borrower as a lump sum or as a Line of Credit (including an agreement by the Lender and Borrower to allow a redraw facility), at the request of the Borrower (subject to the Borrower not being in Default);
- (b) **INTEREST:** The Lender will charge the Interest on the Monies, or such of the Monies as shall be unpaid, on each Interest Period, until repaid in full. If the Borrower fails to pay Interest on or before a Due Date, then the Lender may at any time during the Loan Term, without prejudice to its other rights and remedies, add to the Monies any part of the Interest which is not paid on the Due Date;

- (c) **OTHER AMOUNTS:** The Lender will incur Enforcement Costs as are necessary for the undertaking of reasonable enforcement action in respect to a Default by the Borrower under this Agreement, which Costs shall be a debt due and payable on demand (the "Other Amounts"). The Lender shall be entitled to Interest on such of the Other Amounts which are not paid by the Due Date (being a Due Date not less than 14 (fourteen) days from notice given by the Borrower to the Borrower of the Other Amounts Incurred);
- (d) **PAYMENT TERMS:** The Lender grants the Borrower the Payment Terms, and allows the Borrower to settle the payout of the Monies (including Other Amounts and Interest) prior to the expiry of the Loan Term without penalty; and
- (e) **PURPOSE:** The Lender permits the use of the Monies for the Approved Purpose.

3. The Borrower's Promises

3.1 The Borrower promises to the Lender, in exchange for the Lender's Agreement, that:

- (a) **MONIES:** The Borrower will repay the Monies;
- (b) **INTEREST:** The Borrower will pay Interest on the Monies, or such of the Monies as shall be unpaid, on each Interest Period, until repaid in full;
- (c) **OTHER AMOUNTS:** The Borrower will, on demand by the Lender, pay to or as directed by the Lender and indemnify the Lender for the Lender's Enforcement Costs incurred as a consequence of a Default by the Borrower under this Agreement (the "Other Amounts"). The Borrower will further pay the Interest on such of the Other Amounts demanded by the Lender, which are unpaid by the Due Date;
- (d) **PAYMENT TERMS:** The Borrower will repay the Monies and Interest in accordance with the Payment Terms; and
- (e) **PURPOSE:** The Borrower warrants that the borrowing is for the Approved Purpose.

4. Amendments and Variations

4.1 The parties may from time to time consent to the amendment or variation of the Agreement, including an amendment or variation of any term, repayment structure and/or constituent part of the Agreement, provided such amendment or variation does not amount to a refinancing.

4.2 Any amendment or variation of the Agreement must be documented in writing.

5. Default

5.1 A "Default" under this Agreement is as otherwise detailed in the Agreement and includes:

- (a) A failure of the Borrower to pay an instalment of such of the Monies, Interest and/or Other Amounts on a Due Date;
- (b) A failure of the Borrower to perform or observe a promise or provision of this Agreement;
- (c) A Borrower entering into an arrangement, reconstruction or composition with his/her/its creditors;
- (d) A receiver being appointed in respect to the affairs of a Borrower; and/or
- (e) A Borrower, being a natural person, dying or becoming incapable of managing his or her own affairs.

6. Termination of the Agreement

- 6.1 The Agreement is subject to termination upon the happening of a Default and/or any one or more of the following, unless the Lender waives the right to termination:
- (a) the Borrower suffering an Insolvency Event; and/or
 - (b) the Borrower breaching any of the Borrower's Promises.

7. Notices

- 7.1 Any notice of communication to or by a party to this Agreement:
- (a) may be given by personal service, post, facsimile or email;
 - (b) must be in writing, legible and in English addressed to the parties;
 - (c) in the case of a corporation, must be signed by an officer or under the common seal of the corporation;
 - (d) is deemed to be given by the sender and received by the addressee:
 - (i) if delivered in person, when delivered to the address;
 - (ii) if posted, 2 (two) business days (or 6 (six) business days, if addressed outside Australia) after date of posting to the addressee whether delivered or not;
 - (iii) if sent by facsimile transmission, on the date shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause; or
 - (iv) if sent by email, on receipt of a reply email from the addressee confirming that the email has been delivered.
- 7.2 The parties consent to the use of electronic communications method, as prescribed by the *Electronic Transactions Act 1999 (Cth)*, including but not limited to the use of digital signatures. The parties, for clarity, consent to the use of electronic transactions and digital signatures for purpose of executing this Agreement.

8. General Matters

- 8.1 The Borrower shall pay the costs of drawing the Agreement.
- 8.2 With the exception of the costs of drawing the Agreement, each party shall bear its own costs in the review and execution of the Agreement, and ancillary documents.
- 8.3 The Agreement is governed and construed by the laws of the state shown in **Item 6 of the Schedule** (the "State"). The parties submit to the non-exclusive jurisdiction of the courts of the State in respect of any dispute arising under the Agreement or its implementation or enforcement.
- 8.4 This Agreement binds and benefits the parties and their respective successors and assigns.
- 8.5 A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this Agreement does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Agreement. A waiver of a breach does not operate as a waiver of any other breach.
- 8.6 The parties acknowledge this Agreement is not subject to the *National Consumer Credit Protection Act 2009 (Cth)* as the Lender is not engaged in the business of providing credit.

- 8.7 **SEVERABILITY:** If any provision of this Agreement offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:
- (a) where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
 - (b) in any other case the offending provision must be severed from this Agreement in which event the remaining provisions of the Agreement operate as if the severed provision had not been included.
- 8.8 **ENTIRE AGREEMENT:** The Agreement, including Schedule One, constitutes the entire agreement between the parties with respect to the subject matter of the loan agreement and supersedes all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties.
- 8.9 **FURTHER ASSURANCES:** A party, at its own expense and within a reasonable time of being requested by another party to do so, must do all things and execute all documents which are reasonably necessary to give full effect to the Agreement.
- 8.10 **DEFECTIVE EXECUTION:** If there is any defect in the execution of this Agreement by any party, that party may re-execute or ratify the execution, which re-execution and/or ratification shall relate back to the original date of defective execution.

9. DEFINITIONS AND INTERPRETATION

9.1 **DEFINITIONS:** In this Agreement unless the context otherwise requires:

"**Agreement**" is this Agreement, and includes any on-going or replacement loan facility of the original or any replacement loan facility.

"**Commencement Date**" is the date shown at **Item 5 of Schedule One**.

"**Due Date**" means the date on which an instalment of Monies, Interest and/or Other Amounts are required to be paid by the Borrower to the Lender.

"**Enforcement Action**" includes the issuing of letters of demands, legal proceedings, prosecution and defence of legal proceedings, entry of judgment, enforcement of judgment, issuance of warrants and writs, sale proceedings, bankruptcy and liquidation proceedings and any other commercially accepted mechanism of recovering Monies and/or property as a consequence of a Default of a party to settle a liquidated or non-liquidated debt.

"**Enforcement Costs**" includes all reasonable legal, mercantile and advisory costs, including court lodgement fees, bailiff fees, auctioneer fees, publication fees and other government fees, incurred in respect to Enforcement Action taken by the Lender, or an agent of the Lender, in respect to a Default of this Agreement.

"**Loan Term**" means the period shown in the Payment Terms of **Item 4 of Schedule One**.

"**Interest Period**" means each month of the loan, or part thereof. Interest shall compound if not paid each Interest Period, and be added to the Monies. Unless written consent is given by the Lender to the Borrower, the Interest shall be payable on each Interest Period to the Lender. A failure to do so constitutes a Default of the Agreement by the Borrower.

"**Person**" means an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.

9.2 **INTERPRETATIONS:** In this Agreement, unless the context otherwise requires:

- (a) a clause, annexure or schedule is a reference to a clause in or annexure of or schedule to this Agreement;

- (b) a document (including this Agreement) includes any variation or replacement of it;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) the word "including" when introducing a list of items does not exclude a reference to other items;
- (f) the word "includes" when introducing a term or definition does not exclude a reference to other items;
- (g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) Australian dollars, dollars, \$A or AUD is a reference to the lawful currency of Australia;
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit to them jointly and each of them individually;
- (j) agreement, representation or warranty by two or more persons is for the benefit of them jointly and each of them individually;
- (k) headings are inserted for convenience and do not affect the interpretation of this Agreement; and
- (l) where words are capitalised their meaning is to be found in the Definitions.

Executed as an Agreement.

The Lender

HUMMINGBIRD SMSF PTY LTD - ACN 643 979 775 of 138 Aldgate Valley Road, Mylor, SA 5153 as trustee for Hummingbird SMSF by being signed by the persons authorised to sign on behalf of the company pursuant to section 127 of the Corporations Act 2001 (Cth):



Daniel McOmish
Sole Director / Secretary

Dated: _____

The Borrower

EVERGREEN REGIONAL PTY LTD - ACN 649 182 785 of 17 Glen Osmond Road, EASTWOOD, SA 5063 by being signed by the persons authorised to sign on behalf of the company pursuant to section 127 of the Corporations Act 2001 (Cth):



Wayne Henry
Sole Director / Secretary

Dated: _____

Total Loan: \$140,000
2021 Loan: \$5,000
2022 Loan: \$135,000

SCHEDULE ONE

TERMS OF LOAN AGREEMENT

Item	Description	Terms
1	Approved Purpose	To finance the purchase of land by Evergreen Regional Pty Ltd
2	Monies (Loan Amount)	\$100,000 105,000 <i>[Signature]</i> <i>[Signature]</i>
3	Interest Rate	The Interest Rate shall be: 9.5%
4	Repayment Terms	The Borrower shall pay to the Lender the Interest in arrears, the Other Monies as shall be demanded by the Lender at such time and a portion of the Monies unpaid, on a monthly basis, provided the Loan Term does not exceed 1 years in total.
5	Commencement Date	
6	State	SA



**UNSECURED LOAN AGREEMENT BETWEEN
HUMMINGBIRD SMSF PTY LTD - ACN 643 979 775 (LENDER)
AND
EVERGREEN REGIONAL PTY LTD - ACN 649 182 785
(BORROWER)**

Copyright Notice © 2022

This document contains proprietary information that is owned by or licensed to NowInfinity Pty Ltd- ACN 154 927 376 (**we**) and is protected by applicable intellectual property and other laws, including but not limited to copyright. You must not remove, alter or obscure any disclaimers or identification, copyright, trademark or other proprietary notices, labels or marks on this document.

You acknowledge that we are not a legal services provider and that we are not the author of, and have no editorial control over, this document or any information contained in this document. This document has not been prepared with regard to any of your or your client's particular circumstances. You must satisfy yourself as to the content and appropriateness of this document for your purposes and that of your clients, and we make no warranty as to the form, content and appropriateness of this document for you or your client. You and your client should obtain your own advice and rely on such advice when using this document.

You acknowledge and agree that this document does not constitute or contain personal or general advice for the purpose of the Corporations Act 2001 (Cth) and that we, our employees and (unless otherwise agreed in writing) advisers do not offer any legal, accounting or other professional advice or services in connection with the provision of this document.

Unless otherwise required by law, you agree to only access, use, modify, distribute and otherwise handle this document in accordance with our Terms and Conditions available at <https://www.nowinfinity.com.au/terms-and-conditions> or with the prior written consent of the copyright owner. For any such requests, please email info@nowinfinity.com.au and include the details of your request.

UNSECURED LOAN AGREEMENT

The date of this Loan Agreement is

PARTIES:

LENDER: HUMMINGBIRD SMSF PTY LTD - ACN 643 979 775 of
138 Aldgate Valley Road, MYLOR, SA 5153

BORROWER: EVERGREEN REGIONAL PTY LTD - ACN 649 182 785 of
17 GLEN OSMOND ROAD, EASTWOOD, SA 5063

RECITALS:

- A. **OFFER AND ACCEPTANCE OF LOAN:** The Lender, at the request of Borrower, agrees to lend Monies to the Borrower for the purpose shown at **Item 1 of Schedule One** (the "Approved Purpose"), up to the amount shown at **Item 2 of Schedule One** (the "Monies"), at the Interest Rate shown at **Item 3 of Schedule One** (the "Interest Rate"), on the Payment Terms shown at **Item 4 of Schedule One** (the "Payment Terms") in exchange for the Borrower's Promises.
- B. **BORROWER'S PROMISES:** The Borrower promises to repay to the Lender the Monies, and to pay Interest and Other Amounts on the terms of the Operative Parts.
- C. The parties, by execution of this Agreement, consent to be bound by the terms of the Operative Parts.

OPERATIVE PARTS:

1. The Loan Agreement

- 1.1 The Lender agrees to loan to the Borrower the Monies on the date shown in **Item 5 of Schedule One** ("Commencement Date"), in exchange for the "Borrower's Promises."
- 1.2 The Borrower acknowledges the "Borrower's Promises" are consideration for the Lender's Agreement.
- 1.3 The Lender acknowledges the "Lender's Agreement" is relied upon by the Borrower.

2. The Lender's Agreement

- 2.1 The Lender agrees, in exchange for the Borrower's Promises, that:
- (a) **MONIES:** The Lender will lend to the Borrower the Monies, which amount may be paid or delivered to the Borrower as a lump sum or as a Line of Credit (including an agreement by the Lender and Borrower to allow a redraw facility), at the request of the Borrower (subject to the Borrower not being in Default);
- (b) **INTEREST:** The Lender will charge the Interest on the Monies, or such of the Monies as shall be unpaid, on each Interest Period, until repaid in full. If the Borrower fails to pay Interest on or before a Due Date, then the Lender may at any time during the Loan Term, without prejudice to its other rights and remedies, add to the Monies any part of the Interest which is not paid on the Due Date;

- (c) **OTHER AMOUNTS:** The Lender will incur Enforcement Costs as are necessary for the undertaking of reasonable enforcement action in respect to a Default by the Borrower under this Agreement, which Costs shall be a debt due and payable on demand (the "Other Amounts"). The Lender shall be entitled to Interest on such of the Other Amounts which are not paid by the Due Date (being a Due Date not less than 14 (fourteen) days from notice given by the Borrower to the Borrower of the Other Amounts Incurred);
- (d) **PAYMENT TERMS:** The Lender grants the Borrower the Payment Terms, and allows the Borrower to settle the payout of the Monies (including Other Amounts and Interest) prior to the expiry of the Loan Term without penalty; and
- (e) **PURPOSE:** The Lender permits the use of the Monies for the Approved Purpose.

3. The Borrower's Promises

- 3.1 The Borrower promises to the Lender, in exchange for the Lender's Agreement, that:
- (a) **MONIES:** The Borrower will repay the Monies;
 - (b) **INTEREST:** The Borrower will pay Interest on the Monies, or such of the Monies as shall be unpaid, on each Interest Period, until repaid in full;
 - (c) **OTHER AMOUNTS:** The Borrower will, on demand by the Lender, pay to or as directed by the Lender and indemnify the Lender for the Lender's Enforcement Costs incurred as a consequence of a Default by the Borrower under this Agreement (the "Other Amounts"). The Borrower will further pay the Interest on such of the Other Amounts demanded by the Lender, which are unpaid by the Due Date;
 - (d) **PAYMENT TERMS:** The Borrower will repay the Monies and Interest in accordance with the Payment Terms; and
 - (e) **PURPOSE:** The Borrower warrants that the borrowing is for the Approved Purpose.

4. Amendments and Variations

- 4.1 The parties may from time to time consent to the amendment or variation of the Agreement, including an amendment or variation of any term, repayment structure and/or constituent part of the Agreement, provided such amendment or variation does not amount to a refinancing.
- 4.2 Any amendment or variation of the Agreement must be documented in writing.

5. Default

- 5.1 A "Default" under this Agreement is as otherwise detailed in the Agreement and includes:
- (a) A failure of the Borrower to pay an instalment of such of the Monies, Interest and/or Other Amounts on a Due Date;
 - (b) A failure of the Borrower to perform or observe a promise or provision of this Agreement;
 - (c) A Borrower entering into an arrangement, reconstruction or composition with his/her/its creditors;
 - (d) A receiver being appointed in respect to the affairs of a Borrower; and/or
 - (e) A Borrower, being a natural person, dying or becoming incapable of managing his or her own affairs.

6. Termination of the Agreement

- 6.1 The Agreement is subject to termination upon the happening of a Default and/or any one or more of the following, unless the Lender waives the right to termination:
- (a) the Borrower suffering an Insolvency Event; and/or
 - (b) the Borrower breaching any of the Borrower's Promises.

7. Notices

- 7.1 Any notice of communication to or by a party to this Agreement:
- (a) may be given by personal service, post, facsimile or email;
 - (b) must be in writing, legible and in English addressed to the parties;
 - (c) in the case of a corporation, must be signed by an officer or under the common seal of the corporation;
 - (d) is deemed to be given by the sender and received by the addressee:
 - (i) If delivered in person, when delivered to the address;
 - (ii) If posted, 2 (two) business days (or 6 (six) business days, if addressed outside Australia) after date of posting to the addressee whether delivered or not;
 - (iii) If sent by facsimile transmission, on the date shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause; or
 - (iv) if sent by email, on receipt of a reply email from the addressee confirming that the email has been delivered.
- 7.2 The parties consent to the use of electronic communications method, as prescribed by the *Electronic Transactions Act 1999 (Cth)*, including but not limited to the use of digital signatures. The parties, for clarity, consent to the use of electronic transactions and digital signatures for purpose of executing this Agreement.

8. General Matters

- 8.1 The Borrower shall pay the costs of drawing the Agreement.
- 8.2 With the exception of the costs of drawing the Agreement, each party shall bear its own costs in the review and execution of the Agreement, and ancillary documents.
- 8.3 The Agreement is governed and construed by the laws of the state shown in **Item 6 of the Schedule** (the "State"). The parties submit to the non-exclusive jurisdiction of the courts of the State in respect of any dispute arising under the Agreement or its implementation or enforcement.
- 8.4 This Agreement binds and benefits the parties and their respective successors and assigns.
- 8.5 A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this Agreement does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Agreement. A waiver of a breach does not operate as a waiver of any other breach.
- 8.6 The parties acknowledge this Agreement is not subject to the *National Consumer Credit Protection Act 2009 (Cth)* as the Lender is not engaged in the business of providing credit.

- 8.7 **SEVERABILITY:** If any provision of this Agreement offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:
- (a) where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
 - (b) in any other case the offending provision must be severed from this Agreement in which event the remaining provisions of the Agreement operate as if the severed provision had not been included.
- 8.8 **ENTIRE AGREEMENT:** The Agreement, including Schedule One, constitutes the entire agreement between the parties with respect to the subject matter of the loan agreement and supersedes all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties.
- 8.9 **FURTHER ASSURANCES:** A party, at its own expense and within a reasonable time of being requested by another party to do so, must do all things and execute all documents which are reasonably necessary to give full effect to the Agreement.
- 8.10 **DEFECTIVE EXECUTION:** If there is any defect in the execution of this Agreement by any party, that party may re-execute or ratify the execution, which re-execution and/or ratification shall relate back to the original date of defective execution.

9. DEFINITIONS AND INTERPRETATION

9.1 **DEFINITIONS:** In this Agreement unless the context otherwise requires:

"Agreement" is this Agreement, and includes any on-going or replacement loan facility of the original or any replacement loan facility.

"Commencement Date" is the date shown at **Item 5 of Schedule One**.

"Due Date" means the date on which an instalment of Monies, Interest and/or Other Amounts are required to be paid by the Borrower to the Lender.

"Enforcement Action" includes the issuing of letters of demands, legal proceedings, prosecution and defence of legal proceedings, entry of judgment, enforcement of judgment, issuance of warrants and writs, sale proceedings, bankruptcy and liquidation proceedings and any other commercially accepted mechanism of recovering Monies and/or property as a consequence of a Default of a party to settle a liquidated or non-liquidated debt.

"Enforcement Costs" includes all reasonable legal, mercantile and advisory costs, including court lodgement fees, bailiff fees, auctioneer fees, publication fees and other government fees, incurred in respect to Enforcement Action taken by the Lender, or an agent of the Lender, in respect to a Default of this Agreement.

"Loan Term" means the period shown in the Payment Terms of **Item 4 of Schedule One**.

"Interest Period" means each month of the loan, or part thereof. Interest shall compound if not paid each Interest Period, and be added to the Monies. Unless written consent is given by the Lender to the Borrower, the Interest shall be payable on each Interest Period to the Lender. A failure to do so constitutes a Default of the Agreement by the Borrower.

"Person" means an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.

9.2 **INTERPRETATIONS:** In this Agreement, unless the context otherwise requires:

- (a) a clause, annexure or schedule is a reference to a clause in or annexure of or schedule to this Agreement;

- (b) a document (including this Agreement) includes any variation or replacement of it;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) the word "including" when introducing a list of items does not exclude a reference to other items;
- (f) the word "includes" when introducing a term or definition does not exclude a reference to other items;
- (g) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) Australian dollars, dollars, \$A or AUD is a reference to the lawful currency of Australia;
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit to them jointly and each of them individually;
- (j) agreement, representation or warranty by two or more persons is for the benefit of them jointly and each of them individually;
- (k) headings are inserted for convenience and do not affect the interpretation of this Agreement; and
- (l) where words are capitalised their meaning is to be found in the Definitions.

Executed as an Agreement.

The Lender

HUMMINGBIRD SMSF PTY LTD - ACN 643 979 775 of 138 Aldgate Valley Road, MYLOR, SA 5153 by being signed by the persons authorised to sign on behalf of the company pursuant to section 127 of the Corporations Act 2001 (Cth):



Daniel James McOmish
Sole Director and Secretary

Dated: 31st Mar 2022

The Borrower

EVERGREEN REGIONAL PTY LTD - ACN 649 182 785 of 17 GLEN OSMOND ROAD, EASTWOOD, SA 5063 by being signed by the persons authorised to sign on behalf of the company pursuant to section 127 of the Corporations Act 2001 (Cth):



Wayne Stephen Henry
Sole Director and Secretary

Dated: 31 March 2022

SCHEDULE ONE

TERMS OF LOAN AGREEMENT

Item	Description	Terms
1	Approved Purpose	Working Capital
2	Monies (Loan Amount)	\$35,000
3	Interest Rate	The Interest Rate shall be: 10.00
4	Repayment Terms	The Borrower shall pay to the Lender the Interest in arrears, the Other Monies as shall be demanded by the Lender at such time and a portion of the Monies unpaid, on a monthly basis, provided the Loan Term does not exceed 1 years in total.
5	Commencement Date	
6	State	SA



Account Number 06 5115 10486893

Statement Period 11 Sep 2020 - 11 Dec 2020

Closing Balance \$125,168.50 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)



047

THE DIRECTOR
 DANIEL MCOMISH
 138 ALDGATE VALLEY RD
 MYLOR SA 5153

Business Transaction Account

If this account has an attached overdraft limit or facility which is secured over your primary place of residence or over a residential investment property you should ensure that the property is insured in accordance with the terms and conditions of the mortgage. If you have any queries about your insurance cover you should contact your insurer. Information on property insurance can also be found on www.moneysmart.gov.au. Note, if this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

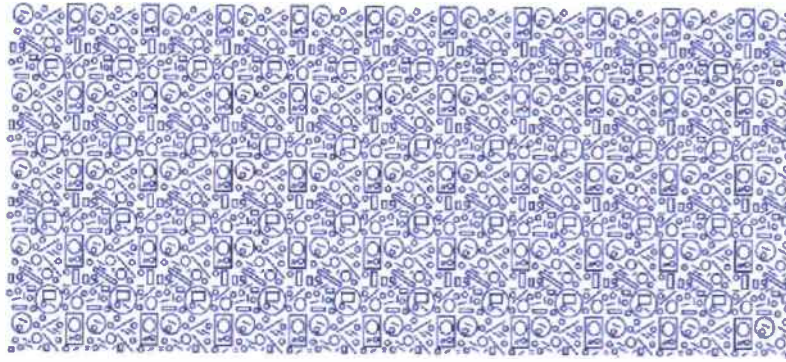
Name: HUMMINGBIRD SMSF PTY LTD

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
11 Sep 2020	OPENING BALANCE			Nil
07 Oct	Direct Credit 283804 AUSTRALIANSUPER 005748582		19,448.00	\$19,448.00 CR
20 Oct	Direct Credit 005298 ONEPATH CUSTODIA 1 10108484 3326		127,920.50	\$147,368.50 CR
25 Oct	Transfer to CBA A/c NetBank SMSF SetUp Reimb	2,200.00		\$145,168.50 CR
13 Nov	Transfer To Catherine Nunter CommBank App Dan	20,000.00		\$125,168.50 CR
11 Dec 2020	CLOSING BALANCE			\$125,168.50 CR
	Opening balance			
		-	Total debits	
			+ Total credits	
				= Closing balance
				Nil
				\$22,200.00
				\$147,368.50
				\$125,168.50 CR

5022.12762.1.2.ZZ258R3.0303SL.R3.S911.D346.O.V06.00.31


Transaction Summary during 11th September 2020 to 30th November 2020

Transaction Type	11 Sep to 30 Sep	01 Oct to 31 Oct	01 Nov to 30 Nov	Free	Chargeable	Unit Price	Fee Charged
Staff assisted withdrawals	0	0	0	0	0	\$3.00	\$0.00
Cheques written	0	0	0	0	0	\$3.00	\$0.00
Cheque deposit	0	0	0	0	0	\$3.00	\$0.00
Over the counter deposit	0	0	0	0	0	\$3.00	\$0.00
Quick deposits	0	0	0	0	0	\$3.00	\$0.00
Cheq deposit in quick deposit box	0	0	0	0	0	\$3.00	\$0.00
Total	0	0	0	0	0		\$0.00
Account Fee						\$0.00	\$0.00
Paper Statement Fee						\$2.50	\$0.00

IMPORTANT NOTICE
Reminder about Cheque and Assisted transaction fees.

A \$3 fee will be charged for each Quick Deposit, Cheque and Assisted transaction while you are on the \$0 Monthly Account Fee option. This includes over the counter deposits/withdrawals, cash/cheque deposits made via the Quick Deposit Box or Quick Cash Envelopes, cheques deposited at an ATM and withdrawals/transfers made via telephone banking using an operator.

For a full list of fees on your account visit commbank.com.au/BTAterms

If you are processing a number of these transactions each month you may want to consider switching account fee options^A. The \$10 Monthly Account Fee option includes 20 Quick Deposit, Cheque and Assisted transactions per month.

For more information on how to switch visit commbank.com.au/btsamoreinfo

^AThis information has been prepared without taking into account your individual or business needs and objectives. You can view the Terms and Conditions for Business Transaction and Savings Accounts, our Financial Services Guide and the Electronic Banking Terms and Conditions at commbank.com.au/bta and should consider them before making any decision about these products.



Account Number 06 5115 10486893

Statement Period 12 Dec 2020 - 11 Mar 2021

Closing Balance \$125,733.40 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)



047

THE DIRECTOR
 DANIEL MCOMISH
 138 ALDGATE VALLEY RD
 MYLOR SA 5153

Business Transaction Account

If this account has an attached overdraft limit or facility which is secured over your primary place of residence or over a residential investment property you should ensure that the property is insured in accordance with the terms and conditions of the mortgage. If you have any queries about your insurance cover you should contact your insurer. Information on property insurance can also be found on www.moneysmart.gov.au. Note, if this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

Name: HUMMINGBIRD SMSF PTY LTD

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

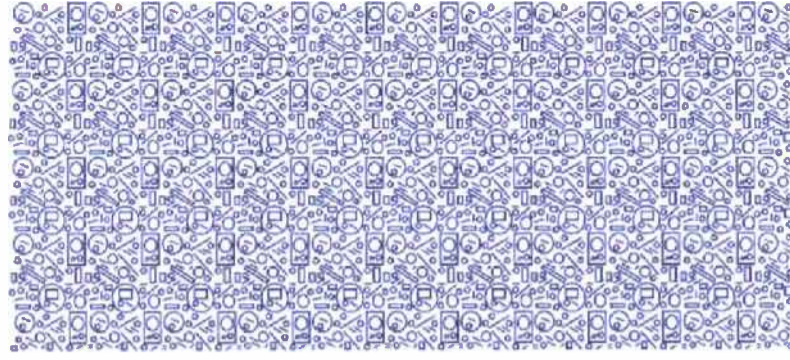
The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
12 Dec 2020	OPENING BALANCE			\$125,168.50 CR
17 Dec	Transfer From Huntress Cat x		10,000.00	\$135,168.50 CR
28 Dec	Transfer to CBA A/c CommBank app 2410441458240	10,000.00		\$125,168.50 CR
28 Jan	Transfer To Forme Rentals T Acnt CommBank App Daniel McOmish	2,035.10		\$123,133.40 CR
02 Feb	Transfer From Catherine Hunter Cat H		10,000.00	\$133,133.40 CR
03 Feb	Transfer to xx6122 CommBank app LOAN DJM	6,000.00		\$127,133.40 CR
07 Mar	Transfer to CBA A/c CommBank app	100.00		\$127,033.40 CR
08 Mar	Transfer to CBA A/c CommBank app	100.00		\$126,933.40 CR
09 Mar	Transfer to CBA A/c CommBank app Dan	100.00		\$126,833.40 CR
09 Mar	Transfer to CBA A/c CommBank app	500.00		\$126,333.40 CR
11 Mar	Transfer to CBA A/c CommBank app	100.00		\$126,233.40 CR

4254.9256.1.2 ZZ258R3 0303SLR3.S911.D070.O.V06.00.31

Account Number

06 5115 10486893



Date	Transaction	Debit	Credit	Balance
11 Mar	Transfer to CBA A/c CommBank app	500.00		\$125,733.40 CR
11 Mar 2021	CLOSING BALANCE			\$125,733.40 CR
	Opening balance			
	- Total debits	\$19,435.10		
	+ Total credits		\$20,000.00	
	= Closing balance			\$125,733.40 CR

Transaction Summary during 1st December 2020 to 28th February 2021

Transaction Type	01 Dec to 31 Dec	01 Jan to 31 Jan	01 Feb to 28 Feb	Free	Chargeable	Unit Price	Fee Charged
Staff assisted withdrawals	0	0	0	0	0	\$3.00	\$0.00
Cheques written	0	0	0	0	0	\$3.00	\$0.00
Cheque deposit	0	0	0	0	0	\$3.00	\$0.00
Over the counter deposit	0	0	0	0	0	\$3.00	\$0.00
Quick deposits	0	0	0	0	0	\$3.00	\$0.00
Cheq deposit in quick deposit box	0	0	0	0	0	\$3.00	\$0.00
Total	0	0	0	0	0		\$0.00
Account Fee						\$0.00	\$0.00
Paper Statement Fee						\$2.50	\$0.00

IMPORTANT NOTICE

Reminder about Cheque and Assisted transaction fees.

A \$3 fee will be charged for each Quick Deposit, Cheque and Assisted transaction while you are on the \$0 Monthly Account Fee option. This includes over the counter deposits/withdrawals, cash/cheque deposits made via the Quick Deposit Box or Quick Cash Envelopes, cheques deposited at an ATM and withdrawals/transfers made via telephone banking using an operator.

For a full list of fees on your account visit commbank.com.au/BTAterms

If you are processing a number of these transactions each month you may want to consider switching account fee options[^]. The \$10 Monthly Account Fee option includes 20 Quick Deposit, Cheque and Assisted transactions per month.

For more information on how to switch visit commbank.com.au/btsamoreinfo

[^]This information has been prepared without taking into account your individual or business needs and objectives. You can view the Terms and Conditions for Business Transaction and Savings Accounts, our Financial Services Guide and the Electronic Banking Terms and Conditions at commbank.com.au/bta and should consider them before making any decision about these products.



Account Number 06 5115 10486893

Statement Period 12 Mar 2021 - 11 Jun 2021

Closing Balance \$103,397.50 CR

Enquiries 13 1998
 (24 hours a day, 7 days a week)



047

THE DIRECTOR
 DANIEL MCOMISH
 138 ALDGATE VALLEY RD
 MYLOR SA 5153

Business Transaction Account

If this account has an attached overdraft limit or facility which is secured over your primary place of residence or over a residential investment property you should ensure that the property is insured in accordance with the terms and conditions of the mortgage. If you have any queries about your insurance cover you should contact your insurer. Information on property insurance can also be found on www.moneysmart.gov.au. Note, if this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

Name: HUMMINGBIRD SMSF PTY LTD

Note: Have you checked your statement today? It's easy to find out more information about each of your transactions by logging on to the CommBank App or NetBank. Should you have any questions on fees or see an error please contact us on the details above. Cheque proceeds are available when cleared.

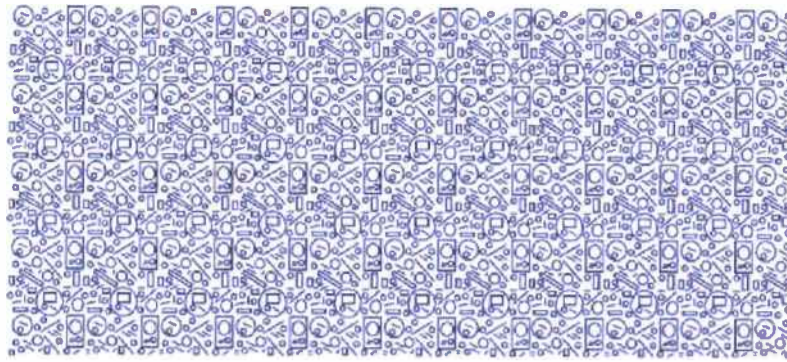
The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
12 Mar 2021	OPENING BALANCE			\$125,733.40 CR
13 Mar	Transfer to CBA A/c CommBank app	500.00		\$125,233.40 CR
16 Mar	Transfer to CBA A/c CommBank app	200.00		\$125,033.40 CR
16 Mar	Transfer to CBA A/c CommBank app	100.00		\$124,933.40 CR
17 Mar	Transfer to CBA A/c CommBank app	500.00		\$124,433.40 CR
18 Mar	Transfer to CBA A/c CommBank app	500.00		\$123,933.40 CR
19 Mar	Transfer to CBA A/c NetBank McomishSinclair	5,000.00		\$118,933.40 CR
20 Mar	Transfer to CBA A/c CommBank app	500.00		\$118,433.40 CR
21 Mar	Transfer to xx6122 CommBank app 500	500.00		\$117,933.40 CR
21 Mar	Transfer to CBA A/c CommBank app	500.00		\$117,433.40 CR
22 Mar	Transfer to CBA A/c CommBank app	5,003.00		\$112,430.40 CR
06 Apr	Transfer from NetBank Loan Repayment		10,000.00	\$122,430.40 CR
12 Apr	Transfer To Commercial Adelaide CommBank App Halifax/Flinders Investm...	2,333.00		\$120,097.40 CR
16 Apr	Transfer to CBA A/c CommBank app	1,000.00		\$119,097.40 CR
19 Apr	Transfer to CBA A/c CommBank app	90.00		\$119,007.40 CR

*# 4843.142.12.1.1 ZZ258R3 0303SL.R3.S911.D162.O.V06.00.33

Account Number

06 5115 10486893



Date	Transaction	Debit	Credit	Balance
19 Apr	Transfer from CommBank app		1,090.00	\$120,097.40 CR
26 Apr	Transfer To penny proctor CommBank App Consulting	20,000.00		\$100,097.40 CR
29 Apr	Transfer to CBA A/c CommBank app	1,000.00		\$99,097.40 CR
01 May	Transfer to CBA A/c CommBank app	1,000.00		\$98,097.40 CR
02 May	Transfer From MS PENELOPE ROSE PROCTOR CREDIT TO ACCOUNT		10,000.00	\$108,097.40 CR
04 May	Transfer to xx6122 NetBank	200.00		\$107,897.40 CR
11 May	Transfer to CBA A/c CommBank app	1,000.00		\$106,897.40 CR
15 May	Transfer to CBA A/c CommBank app	500.00		\$106,397.40 CR
19 May	Transfer To real estate training academy CommBank App Daniel McOmish	495.00		\$105,902.40 CR
24 May	Transfer from CommBank app LOAN DJM repayment		495.00	\$106,397.40 CR
27 May	Transfer To evergreen CommBank App investment	5,035.00		\$101,362.40 CR
06 Jun	Transfer to CBA A/c CommBank app	100.00		\$101,262.40 CR
08 Jun	Transfer from CommBank app Payment 2801		2,035.10	\$103,297.50 CR
08 Jun	Transfer from CommBank app Payment 0606		100.00	\$103,397.50 CR
11 Jun 2021	CLOSING BALANCE			\$103,397.50 CR
	Opening balance			
		- Total debits	+ Total credits	= Closing balance
	\$125,733.40 CR	\$46,056.00	\$23,720.10	\$103,397.50 CR

Transaction Summary during 1st March 2021 to 31st May 2021

Transaction Type	01 Mar to 31 Mar	01 Apr to 30 Apr	01 May to 31 May	Free	Chargeable	Unit Price	Fee Charged
Staff assisted withdrawals	0	0	0	0	0	\$3.00	\$0.00
Cheques written	0	0	0	0	0	\$3.00	\$0.00
Cheque deposit	0	0	0	0	0	\$3.00	\$0.00
Over the counter deposit	0	0	0	0	0	\$3.00	\$0.00
Quick deposits	0	0	0	0	0	\$3.00	\$0.00
Cheq deposit in quick deposit box	0	0	0	0	0	\$3.00	\$0.00
Total	0	0	0	0	0		\$0.00
Account Fee						\$0.00	\$0.00
Paper Statement Fee						\$2.50	\$0.00



HUMMINGBIRD SMSF PTY LTD
 138 ALDGATE VALLEY RD
 MYLOR SA Australia 5153

26 February 2023

Dear HUMMINGBIRD SMSF PTY LTD,

Here's your account information and a list of transactions from 11/06/21-23/09/21.

Account name HUMMINGBIRD SMSF PTY LTD
BSB 065115
Account number 10486893
Account type Business Trans Acct
Date opened 11/09/2020

Date	Transaction details	Amount	Balance
12 Jun 2021	Transfer to CBA A/c CommBank app Reimburs EG Costs	-\$250.00	\$103,147.50
12 Jun 2021	Transfer to CBA A/c CommBank app	-\$150.00	\$102,997.50
14 Jun 2021	Transfer to CBA A/c CommBank app Reimbursement	-\$112.00	\$102,885.50
14 Jun 2021	Transfer to xx7033 CommBank app	-\$100.00	\$102,785.50
15 Jun 2021	Transfer to xx6122 CommBank app Evergreen	-\$212.50	\$102,573.00
16 Jun 2021	Transfer to xx6122 CommBank app Evergreen	-\$212.50	\$102,360.50
17 Jun 2021	Transfer to xx6122 CommBank app Evergreen	-\$75.00	\$102,285.50
04 Jul 2021	Transfer to CBA A/c CommBank app Evergreen	-\$250.00	\$102,035.50
05 Jul 2021	Transfer to xx7033 CommBank app Evergreen	-\$500.00	\$101,535.50
29 Jul 2021	Direct Credit 142190 OP Admin - Remed PSFREM303336870000	\$5,677.84	\$107,213.34
09 Aug 2021	Transfer to xx6122 CommBank app EVERGREEN COSTS	-\$1,000.00	\$106,213.34
14 Aug 2021	Transfer to xx7033 CommBank app EVERGREEN COSTS	-\$1,000.00	\$105,213.34
26 Aug 2021	Transfer To Howells Family Trust CommBank App Evergreen Regional	-\$8,000.00	\$97,213.34



I understand that as an individual trustee or director of the corporate trustee of

Fund name

Hummingbird Super Fund

I am responsible for ensuring that the fund complies with the *Superannuation Industry (Supervision) Act 1993* (SISA) and other relevant legislation. The Commissioner of Taxation (the Commissioner) has the authority and responsibility for administering the legislation and enforcing the fund's compliance with the law.

I must keep myself informed of changes to the legislation relevant to the operation of my fund and ensure the trust deed is kept up to date in accordance with the law and the needs of the members.

If I do not comply with the legislation, the Commissioner may take the following actions:

- impose administrative penalties on me
- enter into agreements with me to rectify any contraventions of the legislation
- disqualify me from being a trustee or director of a corporate trustee of any superannuation fund in the future
- remove the fund's complying status, which may result in significant adverse tax consequences for the fund
- prosecute me under the law, which may result in fines or imprisonment.

SOLE PURPOSE

I understand it is my responsibility to ensure the fund is only maintained for the purpose of providing benefits to the members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies. I understand that I should regularly evaluate whether the fund continues to be the appropriate vehicle to meet this purpose.

TRUSTEE DUTIES

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best interests of all the members of the fund
- ensure that members only access their super benefits if they have met a legitimate condition of release
- refrain from entering into transactions that circumvent restrictions on the payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund
 - the members' benefit entitlements.

I also understand that by law I must prepare, implement and regularly review an investment strategy having regard to all the circumstances of the fund, which include, but are not limited to:

- the risks associated with the fund's investments
- the likely return from investments, taking into account the fund's objectives and expected cash flow requirements
- investment diversity and the fund's exposure to risk due to inadequate diversification
- the liquidity of the fund's investments having regard to the fund's expected cash flow requirements in discharging its existing and prospective liabilities (including benefit payments)
- whether the trustees of the fund should hold insurance cover for one or more members of the fund.

Investment restrictions

I understand that, as a trustee or director of the corporate trustee of the fund, subject to certain limited exceptions specified in the law, I am prohibited from:

- lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)
- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers allowed by special determinations or acquisitions as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)

- having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments on behalf of the fund that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Accepting contributions and paying benefits

I understand that I can only accept contributions and pay benefits (income streams or lump sums) to members or their beneficiaries when the conditions specified in the law and the fund trust deed have been met.

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
 - all trustee declarations
 - copies of all reports given to members
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund
- ensure that an approved auditor is appointed within the prescribed period (currently this is no later than 31 days before the due date for lodgment of the fund's annual return but this may change to 45 days) to audit the fund for each income year, and provide that auditor with documents as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 28 days of the fund being wound up or after becoming aware that the fund has ceased to be an SMSF.

DECLARATION

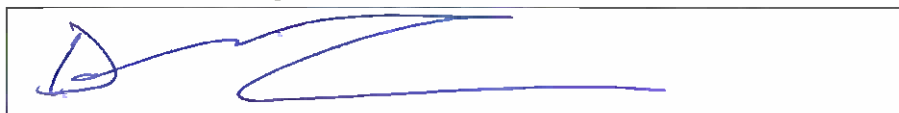
By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of Australian Prudential Regulation Authority (APRA) regulated funds in the case of financial loss due to fraudulent conduct or theft.

Trustee's or director's name

Daniel McOmish

Trustee's or director's signature



Date

Day: 09 / Month: 09 / Year: 2020

Witness' name (witness must be 18 years old or over)

Emily Cooper

Witness' signature



Date

Day: 09 / Month: 09 / Year: 2020

**ASIC**

Australian Securities & Investments Commission

Forms Manager

Registered Agents

Company: HUMMINGBIRD SMSF PTY LTD ACN 643 979 775

Company details

Date company registered 01-09-2020
 Company next review date 01-09-2022
 Company type Australian Proprietary Company
 Company status Registered
 Home unit company No
 Superannuation trustee company Yes
 Non profit company No

Registered office

138 ALDGATE VALLEY ROAD , MYLOR SA 5153

Future address

C/- SMSF AUSTRALIA, UNIT 8 , 435-439 FULLARTON ROAD , HIGHGATE SA 5063 Start date: 27-06-2022

Principal place of business

138 ALDGATE VALLEY ROAD , MYLOR SA 5153

Officeholders

MCOMISH, DANIEL JAMES

Born 10-01-1981 at ROSE PARK SA

138 ALDGATE VALLEY ROAD , MYLOR SA 5153

Office(s) held: Director, appointed 01-09-2020
 Secretary, appointed 01-09-2020

Company share structure

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORD SHARES	180	180.00	0.00

Members

MCOMISH , DANIEL JAMES 138 ALDGATE VALLEY ROAD , MYLOR SA 5153

Share class	Total number held	Fully paid	Beneficially held
ORD	180	Yes	Yes

Document history

These are the documents most recently received by ASIC from this organisation.

Received	Number	Form Description	Status
20-06-2022	7EBT50987 484	CHANGE TO COMPANY DETAILS	Processed - awaiting imaging
01-09-2020	1EQM71804 201	APPLICATION FOR INCORPORATION (DIVN 1)	Processed and imaged

SUPERANNUATION FUND DEED

Hummingbird Super Fund

Hummingbird SMSF Pty Ltd
(Trustee)

EVAN RICHARDS & ASSOCIATES

Demystifying Law, Delivering Value

Level 4, 22 Grenfell Street

Adelaide SA 5000

evan.richards@erichards.com.au

www.erichards.com.au

TABLE OF CONTENTS

1	Definitions	3
2	Rules of interpretation	6
3	Relevant Law	6
3.1	Inconsistency	6
3.2	Power to act in accordance with Relevant Law	6
3.3	Deemed inclusion of Relevant Law	6
4	The Fund.....	7
4.1	Establishment	7
4.2	Fund vested in Trustee	7
4.3	Purpose	7
5	Trustee	7
5.1	Number of Trustees	7
5.2	Appointment and removal.....	7
5.3	Trustee meetings	8
5.4	Decisions of Trustees	9
5.5	Minutes.....	9
5.6	Written resolutions.....	9
5.7	Conflict of interest	9
5.8	Validity of acts of Trustees.....	9
5.9	Constitution	10
6	Trustee’s duties	10
7	Trustee’s powers	10
7.1	All powers	10
7.2	Absolute discretion	11
7.3	Delegation.....	11
7.4	Remuneration	11
7.5	Confidentiality.....	11
7.6	Dependants and other beneficiaries	11
7.7	Indemnity.....	11
7.8	Release.....	11
7.9	Limited indemnity and release	12
7.10	Trustee’s lien.....	12
8	Membership	12
8.1	Admission.....	12
8.2	Bound by this Deed.....	12
8.3	Variation of membership terms.....	12
8.4	Information to new Members	12
8.5	Trustee’s requirements.....	12
8.6	Cessation.....	12
9	Contributions to the Fund.....	13
9.1	Employer contributions	13
9.2	Member contributions.....	13
9.3	Manner and timing of contributions.....	13
9.4	Contributions	13

9.5	Form of contributions	13
10	Transfers to and from other funds.....	13
10.1	Transfers to other funds	13
10.2	Transfer by Trustee.....	14
10.3	Benefits cease	14
10.4	Transfers from other funds.....	14
11	Investment portfolios	14
11.1	Selection of investment portfolios.....	14
11.2	No selection	14
11.3	Variation or redemption	14
11.4	Delay or refusal.....	15
11.5	Trustee may cease investment portfolio	15
11.6	No liability.....	15
11.7	No separate trust funds.....	15
12	Fund Accounts.....	15
12.1	Fund Accounts	15
12.2	Member Accounts.....	15
12.3	Crediting Member's Accounts	16
12.4	Investment fluctuation Account	16
12.5	Reserves.....	16
13	Investments.....	17
13.1	Strategy.....	17
13.2	Authorised investments.....	17
13.3	Power to sell and vary investments	17
13.4	Investment income	17
13.5	Fund earning rate.....	18
13.6	Interim Fund earning rate.....	18
14	Benefits	19
14.1	When payable.....	19
14.2	Method of payment.....	19
14.3	Pension	19
14.4	Pension rules.....	19
14.5	Death Benefits	20
14.6	Conditions	21
14.7	Taxation on Benefits	21
14.8	Suspension of Benefit	21
14.9	Transfer of assets.....	21
14.10	Preserved Benefits.....	22
15	Forfeiture of Benefits.....	22
15.1	Conditions of forfeiture	22
15.2	Application of forfeited Benefits.....	22
16	Costs and expenses and Taxation	22
16.1	Costs and expenses.....	22
16.2	Taxation	22
17	Records.....	23
17.1	Records and accounts to be kept.....	23
17.2	Audit	23

17.3	Disclosure.....	23
18	Termination of the Fund.....	23
18.1	Termination	23
18.2	Application of assets.....	23
19	Amendments.....	24
19.1	By deed	24
19.2	Notice to Members.....	24
20	Trustee Act	24
21	Other acts.....	24
22	Costs.....	24
23	Consents, requests and notices	24
24	Governing law	25
25	Dealing with rights and obligations granted by this Deed.....	25
26	Parties	25
27	Time	25
28	Execution.....	25
	Resolution.....	27
	Application For Membership.....	28
	TFN Notification	29
	Binding Death Benefit Nomination Form.....	30

Date 9/9/2020

This deed is made on 01/09/2020

Parties

Name	Hummingbird SMSF Pty Ltd ('Trustee')
Address	138 Aldgate Valley Road Mylor SA 5153

Name	Daniel James McOmish ('Member')
Address	138 Aldgate Valley Road Mylor SA 5153

Recitals

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

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

Operative Terms

1 Definitions

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

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

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

2 Rules of interpretation

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

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

3 Relevant Law

3.1 Inconsistency

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

3.2 Power to act in accordance with Relevant Law

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

3.3 Deemed inclusion of Relevant Law

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

4 The Fund

4.1 Establishment

By this Deed the Trustee establishes the Hummingbird Super Fund.

4.2 Fund vested in Trustee

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

4.3 Purpose

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

5 Trustee

5.1 Number of Trustees

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

5.2 Appointment and removal

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

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

5.3 Trustee meetings

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

5.4 Decisions of Trustees

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

5.5 Minutes

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

5.6 Written resolutions

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

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

5.7 Conflict of interest

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

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

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

5.8 Validity of acts of Trustees

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

5.9 Constitution

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

6 Trustee's duties

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

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

7 Trustee's powers

7.1 All powers

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

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

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

7.2 Absolute discretion

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

7.3 Delegation

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

7.4 Remuneration

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

7.5 Confidentiality

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

7.6 Dependants and other beneficiaries

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

7.7 Indemnity

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

7.8 Release

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

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

7.9 Limited indemnity and release

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

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

7.10 Trustee's lien

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

8 Membership

8.1 Admission

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

8.2 Bound by this Deed

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

8.3 Variation of membership terms

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

8.4 Information to new Members

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

8.5 Trustee's requirements

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

8.6 Cessation

A Member ceases to be a Member if:

- (a) the Member dies; or
- (b) all Benefits payable to the Member under the Fund have been:
 - (i) transferred to another fund pursuant to **clause 10**; or
 - (ii) paid to the Member pursuant to **clause 0**.

9 Contributions to the Fund

9.1 Employer contributions

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

9.2 Member contributions

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

9.3 Manner and timing of contributions

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

9.4 Contributions

The Trustee:

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

9.5 Form of contributions

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

10 Transfers to and from other funds

10.1 Transfers to other funds

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

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

10.2 Transfer by Trustee

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

10.3 Benefits cease

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

10.4 Transfers from other funds

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

11 Investment portfolios

11.1 Selection of investment portfolios

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

11.2 No selection

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

11.3 Variation or redemption

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

11.4 Delay or refusal

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

11.5 Trustee may cease investment portfolio

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

11.6 No liability

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

11.7 No separate trust funds.

Investment portfolios are not separate trust funds.

12 Fund Accounts

12.1 Fund Accounts

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

12.2 Member Accounts

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

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

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

12.3 Crediting Member's Accounts

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

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

12.4 Investment fluctuation Account

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

12.5 Reserves

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

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

13 Investments

13.1 Strategy

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

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

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

13.2 Authorised investments

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

13.3 Power to sell and vary investments

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

13.4 Investment income

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

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

13.5 Fund earning rate

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

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

13.6 Interim Fund earning rate

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

14 Benefits

14.1 When payable

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

14.2 Method of payment

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

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

14.3 Pension

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

14.4 Pension rules

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

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

14.5 Death Benefits

14.5.1 General

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

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

14.5.2 Non-binding death benefit nomination

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

14.5.3 Binding death benefit nomination

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

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

14.5.4 Method of Payment

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

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

14.6 Conditions

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

14.7 Taxation on Benefits

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

14.8 Suspension of Benefit

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

14.9 Transfer of assets

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

14.10 Preserved Benefits

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

15 Forfeiture of Benefits

15.1 Conditions of forfeiture

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

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

15.2 Application of forfeited Benefits

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

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

16 Costs and expenses and Taxation

16.1 Costs and expenses

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

16.2 Taxation

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

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

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

17 Records

17.1 Records and accounts to be kept

The Trustee must:

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

17.2 Audit

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

17.3 Disclosure

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

18 Termination of the Fund

18.1 Termination

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

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

18.2 Application of assets

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

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

19 Amendments

19.1 By deed

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

19.2 Notice to Members

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

20 Trustee Act

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

21 Other acts

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

22 Costs

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

23 Consents, requests and notices

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

24 Governing law

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

25 Dealing with rights and obligations granted by this Deed

The rights and obligations under this Deed:

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

26 Parties

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


27 Time

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

28 Execution

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

Executed as a deed.

Executed by Hummingbird SMSF Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth)		
		<i>9.9.2020.</i>
Signature of Director	Signature of Director	Date of Signing

Application For Membership

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

Schedule:

FULL NAME	Daniel James McOmish
ADDRESS	138 Aldgate Valley Road Mylor SA 5153
DATE OF BIRTH	10/01/1981
PLACE OF BIRTH	Rose Park
TAX FILE NUMBER	412 448 048

Signature 

Date.....9.9.2020.....

TFN Notification

Name:	Daniel James McOmish
Address:	138 Aldgate Valley Road Mylor SA 5153
Date of Birth:	10/01/1981
Sex:	Male

I agree to provide my Tax File Number:

4	1	2	4	4	8	0	4	8
---	---	---	---	---	---	---	---	---

Signature 

Date..... 9.920 20.

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

The purposes currently authorised include:

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

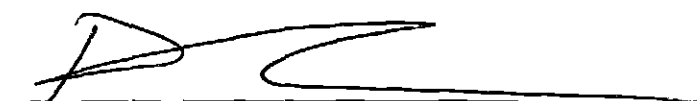
You are not required to provide your tax file number. Declining to quote your tax file number is not an offence. However, if you do not give your superannuation fund your tax file number, either now or later, you may pay more tax on your superannuation benefits than you have to.

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

**Minutes of a Resolution of the sole director of
Hummingbird SMSF Pty Ltd
ACN 643 979 775
As trustee for
Hummingbird SMSF
October 2020**

BUSINESS: To formulate an appropriate investment strategy for the Hummingbird SMSF as required by Section 52 of the Superannuation Industry (Supervision) Act 1993.

RESOLUTION: The Trustees resolved to accept the proposed Investment Strategy (refer attached) effective from the date of this meeting.



**Daniel McOmish
Sole Director**

Hummingbird SMSF

INVESTMENT STRATEGY

The investment objectives of the Fund, as determined by the Trustee, are as follows:

- To achieve a return over the next five years of at least 2 % in excess of the inflation rate, with a low probability of a negative return in any one-year.
- To maintain sufficient liquidity to ensure that benefits can be paid as they fall due without the fund resorting to any short term borrowings, or disposal of long term investments. Also, to ensure that any taxation or other cash flow commitments can be met without similar measures.

In order to achieve the above objectives the specific investment provisions are as follows: -

- A minimum level of Cash and Liquid Deposits of at least 2% of total assets will be maintained to ensure that the fund can meet its operating commitments and small unexpected member withdrawals.
- Investments in Property will be maintained at a level between 0% to 10 %. This will include contracting existing vacant retail / commercial properties on a conditional basis, leasing up and then assignment of contract to 3rd party passive investors. This is a higher risk investment proposition with according higher risk profile however a model familiar to and successfully undertaken numerous times by the Fund beneficiary.
- Investments in unlisted shares/unit trust units in the property development sector. Such investments will be considered and maintained at a level between 5% to 10 % .
- Investments in unsecured loans with a threshold interest rate of 6 % per annum will be maintained at a level between 5 % and 95 %.

Trustees of the Hummingbird SMSF have marked one of the following options:

The trustees have considered the need for the fund to hold a contract of insurance that provides cover for the members of the fund and have concluded that, given the personal circumstances of the members, no cover is required in the fund.

The trustees have considered the need for the fund to hold a contract of insurance that provides cover for the members of the fund and have concluded that, given the personal circumstances of the members, the fund will hold contracts of insurance for the following members:

Daniel McOmish

The trustees have considered the need for the fund to hold contracts of insurance that provide cover for the members of the fund and have concluded that the contracts of insurance already held by the fund are adequate for the needs of the members.

This strategy will be reviewed from time to time to ensure that it continues to meet the members' requirements.

SUPERANNUATION FUND DEED

Hummingbird Super Fund

Hummingbird SMSF Pty Ltd
(Trustee)

I certify this to be a true and correct
copy of the original sighted by me.
at.....Nycthe Bank.....
on 17th day of May..... 2021.....



LUKE ASHLEY EDWARDS
A Commissioner for taking affidavits
in the Supreme Court of South Australia

TABLE OF CONTENTS

1	Definitions	3
2	Rules of interpretation	6
3	Relevant Law	6
3.1	Inconsistency	6
3.2	Power to act in accordance with Relevant Law	6
3.3	Deemed inclusion of Relevant Law	6
4	The Fund.....	7
4.1	Establishment	7
4.2	Fund vested in Trustee	7
4.3	Purpose	7
5	Trustee	7
5.1	Number of Trustees	7
5.2	Appointment and removal.....	7
5.3	Trustee meetings	8
5.4	Decisions of Trustees	9
5.5	Minutes.....	9
5.6	Written resolutions.....	9
5.7	Conflict of interest	9
5.8	Validity of acts of Trustees.....	9
5.9	Constitution	10
6	Trustee's duties	10
7	Trustee's powers	10
7.1	All powers	10
7.2	Absolute discretion	11
7.3	Delegation.....	11
7.4	Remuneration	11
7.5	Confidentiality.....	11
7.6	Dependants and other beneficiaries	11
7.7	Indemnity.....	11
7.8	Release.....	11
7.9	Limited indemnity and release	12
7.10	Trustee's lien.....	12
8	Membership	12
8.1	Admission.....	12
8.2	Bound by this Deed.....	12
8.3	Variation of membership terms.....	12
8.4	Information to new Members	12
8.5	Trustee's requirements.....	12
8.6	Cessation.....	12
9	Contributions to the Fund.....	13
9.1	Employer contributions	13
9.2	Member contributions.....	13
9.3	Manner and timing of contributions.....	13
9.4	Contributions	13

9.5	Form of contributions.....	13
10	Transfers to and from other funds.....	13
10.1	Transfers to other funds.....	13
10.2	Transfer by Trustee.....	14
10.3	Benefits cease.....	14
10.4	Transfers from other funds.....	14
11	Investment portfolios.....	14
11.1	Selection of investment portfolios.....	14
11.2	No selection.....	14
11.3	Variation or redemption.....	14
11.4	Delay or refusal.....	15
11.5	Trustee may cease investment portfolio.....	15
11.6	No liability.....	15
11.7	No separate trust funds.....	15
12	Fund Accounts.....	15
12.1	Fund Accounts.....	15
12.2	Member Accounts.....	15
12.3	Crediting Member's Accounts.....	16
12.4	Investment fluctuation Account.....	16
12.5	Reserves.....	16
13	Investments.....	17
13.1	Strategy.....	17
13.2	Authorised investments.....	17
13.3	Power to sell and vary investments.....	17
13.4	Investment income.....	17
13.5	Fund earning rate.....	18
13.6	Interim Fund earning rate.....	18
14	Benefits.....	19
14.1	When payable.....	19
14.2	Method of payment.....	19
14.3	Pension.....	19
14.4	Pension rules.....	19
14.5	Death Benefits.....	20
14.6	Conditions.....	21
14.7	Taxation on Benefits.....	21
14.8	Suspension of Benefit.....	21
14.9	Transfer of assets.....	21
14.10	Preserved Benefits.....	22
15	Forfeiture of Benefits.....	22
15.1	Conditions of forfeiture.....	22
15.2	Application of forfeited Benefits.....	22
16	Costs and expenses and Taxation.....	22
16.1	Costs and expenses.....	22
16.2	Taxation.....	22
17	Records.....	23
17.1	Records and accounts to be kept.....	23
17.2	Audit.....	23

17.3	Disclosure.....	23
18	Termination of the Fund.....	23
18.1	Termination	23
18.2	Application of assets	23
19	Amendments	24
19.1	By deed	24
19.2	Notice to Members	24
20	Trustee Act	24
21	Other acts	24
22	Costs.....	24
23	Consents, requests and notices	24
24	Governing law	25
25	Dealing with rights and obligations granted by this Deed	25
26	Parties	25
27	Time	25
28	Execution	25
	Resolution	27
	Application For Membership.....	28
	TFN Notification	29
	Binding Death Benefit Nomination Form.....	30

Date 9|9|2020

This deed is made on 01/09/2020

Parties

Name	Hummingbird SMSF Pty Ltd ('Trustee')
Address	138 Aldgate Valley Road Mylor SA 5153

Name	Daniel James McOmish ('Member')
Address	138 Aldgate Valley Road Mylor SA 5153

Recitals

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

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

Operative Terms

1 Definitions

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

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

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

2 Rules of interpretation

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

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

3 Relevant Law

3.1 Inconsistency

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

3.2 Power to act in accordance with Relevant Law

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

3.3 Deemed inclusion of Relevant Law

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

4 The Fund

4.1 Establishment

By this Deed the Trustee establishes the Hummingbird Super Fund.

4.2 Fund vested in Trustee

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

4.3 Purpose

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

5 Trustee

5.1 Number of Trustees

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

5.2 Appointment and removal

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

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

5.3 Trustee meetings

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

5.4 Decisions of Trustees

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

5.5 Minutes

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

5.6 Written resolutions

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

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

5.7 Conflict of interest

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

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

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

5.8 Validity of acts of Trustees

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

5.9 Constitution

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

6 Trustee's duties

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

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

7 Trustee's powers

7.1 All powers

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

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

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

7.2 Absolute discretion

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

7.3 Delegation

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

7.4 Remuneration

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

7.5 Confidentiality

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

7.6 Dependants and other beneficiaries

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

7.7 Indemnity

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

7.8 Release

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

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

7.9 Limited indemnity and release

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

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

7.10 Trustee's lien

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

8 Membership

8.1 Admission

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

8.2 Bound by this Deed

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

8.3 Variation of membership terms

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

8.4 Information to new Members

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

8.5 Trustee's requirements

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

8.6 Cessation

A Member ceases to be a Member if:

- (a) the Member dies; or
- (b) all Benefits payable to the Member under the Fund have been:
 - (i) transferred to another fund pursuant to clause 10; or
 - (ii) paid to the Member pursuant to clause 0.

9 Contributions to the Fund

9.1 Employer contributions

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

9.2 Member contributions

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

9.3 Manner and timing of contributions

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

9.4 Contributions

The Trustee:

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

9.5 Form of contributions

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

10 Transfers to and from other funds

10.1 Transfers to other funds

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

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

10.2 Transfer by Trustee

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

10.3 Benefits cease

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

10.4 Transfers from other funds

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

11 Investment portfolios

11.1 Selection of investment portfolios

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

11.2 No selection

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

11.3 Variation or redemption

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

11.4 Delay or refusal

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

11.5 Trustee may cease investment portfolio

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

11.6 No liability

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

11.7 No separate trust funds.

Investment portfolios are not separate trust funds.

12 Fund Accounts

12.1 Fund Accounts

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

12.2 Member Accounts

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

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

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

12.3 Crediting Member's Accounts

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

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

12.4 Investment fluctuation Account

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

12.5 Reserves

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

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

13 Investments

13.1 Strategy

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

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

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

13.2 Authorised investments

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

13.3 Power to sell and vary investments

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

13.4 Investment income

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

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

13.5 Fund earning rate

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

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

13.6 Interim Fund earning rate

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

14 Benefits

14.1 When payable

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

14.2 Method of payment

Subject to clause 14.3, a Benefit may be paid:

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

14.3 Pension

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

14.4 Pension rules

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

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

14.5 Death Benefits

14.5.1 General

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

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

14.5.2 Non-binding death benefit nomination

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

14.5.3 Binding death benefit nomination

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

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

14.5.4 Method of Payment

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

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

14.6 Conditions

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

14.7 Taxation on Benefits

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

14.8 Suspension of Benefit

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

14.9 Transfer of assets

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

14.10 Preserved Benefits

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

15 Forfeiture of Benefits

15.1 Conditions of forfeiture

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

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

15.2 Application of forfeited Benefits

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

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

16 Costs and expenses and Taxation

16.1 Costs and expenses

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

16.2 Taxation

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

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

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

17 Records

17.1 Records and accounts to be kept

The Trustee must:

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

17.2 Audit

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

17.3 Disclosure

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

18 Termination of the Fund

18.1 Termination

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

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

18.2 Application of assets

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

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

19 Amendments

19.1 By deed

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

19.2 Notice to Members

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

20 Trustee Act

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

21 Other acts

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

22 Costs

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

23 Consents, requests and notices

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

24 Governing law

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

25 Dealing with rights and obligations granted by this Deed

The rights and obligations under this Deed:

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

26 Parties

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

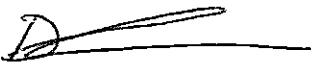
27 Time

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

28 Execution

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

Executed as a deed.

Executed by Hummingbird SMSF Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth)		
		9.9.2020.
Signature of Director	Signature of Director	Date of Signing