

EM:AP:DUR02S

1 September 2021

The Trustees  
N & K Muller Superannuation Fund  
15-17 Kabi Circuit  
DECEPTION BAY QLD 4508

Good Morning Neil & Karen

**RE: FINANCIAL STATEMENTS AND ANNUAL TAX RETURN – 2020/2021 YEAR**

We have now completed the Fund's Financial Statements and Annual (Tax) Return for the year.

The Financial Statements detail the Fund's results and performance for the year. Please review the documents and contact me if you would like to discuss.

Please find enclosed the following:

- Key numbers
- Additional information
- Yellow section – documents to be signed and returned
- Orange section – documents for your reading and retention

When the yellow section has been signed and returned to our office, we will arrange for the Fund to be audited. We will email you a copy of the audit report and the tax return declaration page for signing. Please ensure that the declaration page is signed and returned to our office as soon as possible to allow lodgement of the tax return.

Should you have any queries or would like to discuss the above, please do not hesitate to contact our office.

Kind regards



Elizabeth Meiklejohn  
Senior Associate

# Key Numbers



## Income Tax Position

Estimated Amount Payable \$4,047.75  
Due date for lodgement and payment 16 May 2022

ATO payment slip attached

## 2020/21 Contributions

We have recorded the Contributions received by the Fund in the following manner:

<i>Member</i>	<i>Tax Deductible (concessional)</i>	<i>After-Tax (non-concessional)</i>
Neil Muller	\$25,000	\$300,000
Karen Muller	\$25,000	\$300,000

Please review the contributions information we have provided above and consider whether you have made any contributions to other superannuation funds (including some life policies). If you do have other contributions, they too will count towards your contributions limits and if exceeded, may result in adverse tax consequences.

## Minimum and Maximum Pension – Year Ending 30 June 2022

### *Neil Muller*

- Minimum Pension \$40,580
- Maximum Pension \$1,622,987

### *Karen Muller*

- Minimum Pension \$31,780
- Maximum Pension \$1,588,777

For the previous financial year, you drew a pension of \$19,030 and \$19,690 respectively.

## Lease – 19-21 Kabi

Please find enclosed the lease agreement for 19-21 Kabi Circuit for signing.

You will notice that the lessor is dated 1 April and that the lessor is the Family Trust.

A lease was put in place before the property was transferred so that no GST would be payable/refundable by either party.

Please give me a call if you would like to discuss.

## Our Fees

Our fees were higher this year due to the extra work with the property transfer, as listed on the invoice.

Going forward our fees will reduce. In addition, there will be no need for an actuarial certificate as the Fund is now 100% in pension phase.

Please give me a call if you would like to discuss.



PAYG Instalments – 2021/22 Year

Estimate of Instalments Payable for the Year

<i>Quarter Ended</i>	<i>Estimated Due Date For Payment</i>	<i>Estimated Instalment</i>
September 2021	28 October 2021	\$2,063
December 2021	28 February 2022	\$2,063
March 2022	28 April 2022	\$2,063
June 2022	28 July 2022	\$2,063
Totals:		<u>\$8,252</u>

Depending upon when the Return is lodged, the individual instalments may vary, however the total amount should not change.

# Key Information

## Independent Auditor

The ATO have implemented new rules surrounding auditor independence which means that we are no longer able to use Marsh Tincknell as our Auditor. Anthony Boys from Super Audits in South Australia is our new auditor. Anthony was our choice due to his expertise, efficiency and cost. You will see correspondence to and from Anthony in the yellow section.

# Additional Information

## Contributions Limits

The taxation laws impose limits on the amount of contributions that can be made into superannuation each year.

The limits for the previous financial year (2020/2021) were:

<i>Age as at 30 June 2020</i>	<i>Tax Deductible (Concessional)</i>	<i>After-Tax (Non-Concessional)</i>
Up to age 67	\$25,000	\$100,000
Age between 67-75 and meet the work test	\$25,000	\$100,000

Any concessional contributions over the above limits will be added to your taxable income and taxed at your personal marginal tax rate for the 2020/21 year. Any non-concessional contributions over the above limits will need to be removed from the super fund and have "deemed earnings" subject to tax at your marginal tax rate, and an ATO interest charge payable.

The limits from 1 July 2021 are as follows:

<i>Age as at 30 June 2021</i>	<i>Tax Deductible (Concessional)</i>	<i>After-Tax (Non-Concessional)</i>
Up to age 67	\$27,500	\$110,000
Age between 67-75 and meet the work test	\$27,500	\$110,000

### *Non-concessional (After-Tax) Contributions:*

Individuals with a superannuation balance of \$1.7 million or more will no longer be able to make non-concessional contributions. This constraint requires close monitoring and consultation before contributions are made to avoid the possibility of penalties being applicable.

The above is factual information only and does not take account of your personal objectives, situation or needs. If you are unsure about the application of the contribution limits to your particular circumstance, please don't hesitate to contact us.

## Minimum and Maximum Pension – Year Ending 30 June 2022

You must ensure that you withdraw at least the minimum and no greater than the maximum pension by no later than 30 June 2022.

Due to the economic impact of the Coronavirus, the Government is temporarily reducing superannuation minimum drawdown requirements for account based pensions by 50 per cent for 2020, 2021 and 2022 years.

## PAYG Instalments – 2021/22 Year

On the basis of the Fund's income for the year ended 30 June 2021, we anticipate that you will be required to make PAYG Instalments to the Australian Taxation Office as a forward payment towards the income tax liability for the year ending 30 June 2022.

Please note, the table included on the schedule is an estimate of your 2021/22 PAYG Instalments.

The estimate is based on the Fund's 2021 Return being lodged within 4 weeks of this letter. If the Return is lodged at a different time, then the individual instalments may vary, however the total amount should not change.

If there is any significant change in the total expected PAYG liability, we will notify you as soon as we hear from the Australian Taxation Office.

Please use the table as a guide for cash flow purposes.

As and when the instalments are due, we will forward a letter with the correct amount payable.

### Investment Strategy

The *Superannuation Industry (Supervision) Act 1993* requires the Fund to have an appropriate Investment Strategy, which considers the Fund's investment objectives and risk, return, liquidity and diversification.

The enclosed documents include a Proposed Investment Strategy which you should review before signing to ensure it is within your requirements.

Included in your bound copy of the Financial Statements are various Investment Reports for your information, including:

- Investment Summary Report
- Investment Income Report.

### Insurance Needs of Members

In accordance with the duties of a trustee of the Fund, you should ensure that you have considered the Death and Disability Insurance needs of each member of the Fund. It is not mandatory that the Fund hold insurance policies for members, however it is important that you have given this matter some consideration.

These insurances can be held within the Fund, however various issues should be considered when deciding whether insurances should be held within or outside the superannuation fund, for example:

- Tax deductibility of premiums;
- Ability to withdraw any insurance proceeds from the superannuation fund;
- Potential liability to taxation on the insurance proceeds.

It is important that the insurance needs of each of the members be considered on an annual basis, and that existing insurance policies held within the Fund be reviewed annually for their adequacy and appropriateness.

Life insurance premiums paid in respect of policies held on the lives of fund members are tax deductible to the fund.

The existence of a life insurance policy, and the claiming of the associated premiums, may have implications on the level of tax ultimately payable by the recipient of the insured member's superannuation benefits upon the death of that member.

Upon a member's death, superannuation death benefits paid to a spouse, dependent child (i.e. not an independent adult child) or other financial dependant, are free from tax. If the deceased member did not have any such dependants at the time of death (e.g. the member's superannuation might be paid out to his or her adult children) then tax may be payable at 17% on the taxable component of the death benefit. The taxable component generally comprises that part of the benefit which did not arise as a result of non-concessional (after-tax) contributions being made to the fund.

If the member at some point had a life insurance policy in place within the fund, whether or not that policy is still in existence at the time of death, then additional tax, on top of the 16.5%, may be payable by the recipient of the death benefit. Once again, this additional tax would only be payable if the member had no dependants, as defined above, at the time of death, who could receive the death benefit tax free.

We are happy to discuss with you the taxation implications as they may relate to your individual circumstances. Please contact us if you wish to discuss further.



Australian Government  
Australian Taxation Office

**Agent** VIRTU SUPER  
**Client** THE TRUSTEE FOR N & K  
MULLER SUPERANNUATION  
FUND  
**ABN** 95 615 230 767

## Payment options

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If you can't make a payment using BPAY®, credit or debit card, other payment options are also available. It may take up to five business days for your ATO account to reflect any payments.

<b>Account</b>	Income tax 551 THE TRUSTEE FOR N & K MULLER SUPERANNUATION FUND
<b>Payment reference number</b>	551008876268190821
<b>Overdue</b>	\$0.00
<b>Balance</b>	\$4,047.75

Due Date: 16 May 2022

BPAY®

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**Biller code** 75556  
**Ref** 551008876268190821

### Telephone and Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or credit card account.

For more information see [www.bpay.com.au](http://www.bpay.com.au)

### Credit or Debit card

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Pay online with the Government EasyPay card payment service or ATO online (individuals).

A card payment fee will apply equal to the fee we incur from our bank.

**Payment reference number** 551008876268190821

### Australia Post

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Payment can be made in person at Australia Post outlets using cash, cheque or money order.

**Payment reference number** 551008876268190821



\*171 551008876268190821

# Tax Invoice

ABN 53 574 469 796



self managed super specialists

N & K Muller Superannuation Fund  
15-17 Kabi Circuit  
DECEPTION BAY QLD 4508

**Invoice Date** 01 September 2021  
**Invoice Number** 10331  
**Client Code** DUR02S

## PROFESSIONAL SERVICES RENDERED

## AMOUNTS

Preparation of annual Financial Statements for the year ended 30th June 2021. Preparation of Income Tax Return and lodgement with the Australian Taxation Office. Checking of Tax Assessment received and notification as to payment of tax as and when due.	2,250.00
Preparation of the Fund's Section 295-390 Actuarial Certificate for the year ended 30th June 2021, required to substantiate the Fund's partially tax exempt status, including outlays paid to the Actuarial Firm, Accurium Pty Ltd.	300.00
Fee for administration of pension account (s) during the year including calculation of minimum and maximum amounts, recording of pension payments and tax components, and review of accounts to ensure annual requirements are met before 30th June 2021.	200.00
Preparation and lodgement of Business Activity statements for the following periods:  September 2020 December 2020 March 2021 June 2021	600.00
Assistance with the preparation of the lease for 19-21 Kabi Circuit, including outlays paid to REIQ.	100.00
Preparation of documentation to commence a pension for Neil & Karen on 1st July 2021 including:  - Application for pension - Minute of Meeting - Lodgement of Transfer Balance Account Report with the ATO.	400.00

## THIS ACCOUNT IS DUE AND PAYABLE IN 14 DAYS

### PAYMENT ADVICE

**Client** N & K Muller Superannuation Fund  
**Client Code** DUR02S  
**Invoice Number** 10331  
**Due Date** 15 Sep 21  
**Total Due** **\$3,355.00**

#### Direct Credit

Please make payment into the following account:-  
Please use the reference **DUR02S**.

**Account Name** Virtu Super Pty Ltd  
**BSB Number** 084-435  
**Account Number** 8930 77696



Virtu Super Pty Ltd ACN 134 260 512  
Liability limited by a scheme approved under Professional Standards legislation.

[www.virtusuper.com.au](http://www.virtusuper.com.au)

# Virtu Super Pty Ltd

PO Box 83  
Mount Gravatt QLD 4122

**Phone** 07 3349 1452  
**Fax** 07 3422 8080  
**Website** www.virtusuper.com.au  
**Email** admin@virtusuper.com.au

## Tax Invoice

To: N & K Muller Superannuation Fund  
15-17 Kabi Circuit  
DECEPTION BAY QLD 4508

**Invoice Date** 1 Sep 21  
**Due Date** 15 Sep 21  
**Invoice Number** 10331  
**ABN** 53 574 469 796  
**Client Code** DUR02S  
**Page** 2

<u>Date</u>	<u>Code</u>	<u>Description</u>	<u>Hours</u>	<u>Total</u>
		Extra work surrounding the transfer of 19-21 Kabi Circuit including: Liaising with the solicitor Phone calls with Neil on multiple occasions Cashflow summaries Research into land tax Recording the purchase in the financial statements		700.00
		Attending to the Audit of the Fund for the year ended 30th June 2021, including outlays paid to Super Audits.		500.00
		Less previous invoices		(2,000.00)
		Sub Total		3,050.00
		GST		305.00
		<b>Total Amount Inclusive of GST</b>		<b>\$3,355.00</b>



**DOCUMENTS  
TO BE SIGNED &  
RETURNED TO  
VIRTU SUPER**

**PO BOX 83, MOUNT GRAVATT, QLD, 4122**

**Phone 07 3349 1452 or Email [admin@virtusuper.com.au](mailto:admin@virtusuper.com.au)**

**ACTION REQUIRED:**

- Prior to signing the documents in this package, you should review them and ensure that they are in order.
- Once all documents have been signed, would you please return this complete section to us as soon as possible.

***Please return this complete package.***

ANTHONY BOYS  
SUPER AUDITS  
PO BOX 3376  
RUNDLE MALL SA 5000

Dear Anthony,

**N & K Muller Superannuation Fund  
Superannuation Fund Management/Trustee Representation Letter**

In connection with your audit examination of the financial report of N & K Muller Superannuation Fund for the year ended 30 June 2021, hereby confirm, at your request that to best of our knowledge and belief, the following representation relating to the accounts are correct.

**Financial Report**

We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter, for the preparation of the financial report.

The management/trustee have determined that the fund is not a reporting entity for the year ended 30 June 2021 and that the requirement to apply Australian Accounting Standards and other mandatory reporting requirements do not apply to the fund. Accordingly, the financial report prepared is a special purpose financial report, which is for distribution to members of the fund and to satisfy the requirement of the SISA and the SISR, and to confirm that the financial report is free of material misstatements, including omissions.

**Sole Purpose**

The fund has been maintained for the sole purpose of providing superannuation benefits to its members and their dependents.

**Superannuation Fund Books/Records/Minutes**

- (a) We have made available to you all financial records and related data, other information, explanations and assistance necessary for the conduct of the audit.
- (b) We have made available to you Minutes of all trustee(s)' meetings and the Trust Deed.
- (c) We have established and maintained an adequate internal control structure to facilitate the preparation of reliable financial statements, and adequate financial records have been maintained. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
- (d) We have no plans or intentions that may materially affect the carrying values, or classification, of assets and liabilities.
- (e) Records maintained during the period were in accordance with the Australian Taxation Office requirements.

**Asset Form**

The assets of the superannuation fund are being held in a form suitable for the benefit of the members of the fund and have been held in accordance with the fund's investment strategy.

### **Ownership and Pledging of Assets**

The superannuation fund has satisfactory title to all assets disclosed in the Statement of Financial Position. Investments are registered in the name of the trustee(s).

No assets of the superannuation fund have been pledged to secure liabilities of the superannuation fund or of others.

### **Investments**

- (a) We have considered the requirement of generally accepted accounting standards in regards to impairment of assets when assessing the impairment of assets and in ensuring that no assets are stated in excess of their recoverable amount.
- (b) There are no commitments, fixed or contingent, for the purchase or sale of long-term investments that have not been disclosed in the financial statements.
- (c) The investment strategy has been determined with due regard to risk, return, liquidity, diversity and the insurance needs of fund members, and the assets of the fund are in line with this strategy.
- (d) All investments are acquired, maintained and disposed of on an arm's length basis.

### **Trust Deed**

The superannuation fund is being conducted in accordance with its Trust Deed.

### **Superannuation Industry (Supervision) Act and Regulations**

- (a) The fund meets the definition of a self-managed superannuation fund under the SISA.
- (b) The fund has been conducted in accordance with the SISA, the SISR and its governing rules at all times during the year. Also there were no amendments to the governing rules during the year, except as notified to you.
- (c) The fund is being conducted in accordance with the SISA and the SISR, in particular the relevant requirements of the following provisions:  
Sections: 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67,67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K  
Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA
- (d) The trustee(s) have been nominated and may only be removed in such manner and circumstances as are allowed in the Trust Deed.
- (e) The trustees are not disqualified persons under s126K of the SISA.
- (f) Any vacancy among the trustee(s) is filled in accordance with the Trust Deed.
- (g) The trustee(s) have complied with all trustee standards set out in SISR and the covenant prescribed by section 52 of the SISA.
- (h) The trustee(s) have complied with all investment standards set out in the SISA and the SISR.
- (i) Information retention obligations have been complied with.
- (j) All contributions accepted and benefits paid have been in accordance with the governing rules of the fund and relevant provisions of the SISA and the SISR.

There are no breaches or possible breaches of the SIS legislation whose effects should be considered for disclosure in the financial report or to the Australian Taxation Office.

#### **Commitments**

- (a) There are no material commitments for construction or acquisition of property, plant and equipment to acquire other non-current assets, such as investments or intangibles, other than those disclosed in the financial report.
- (b) There were no commitments for purchase or sale of securities or assets or any options given by the fund including options over share capital.

#### **Taxation**

- (a) We have calculated income tax expense, current tax liability, deferred tax liability and deferred tax asset according to the definitions of taxable income and allowable deductions. We have calculated and recognised all other applicable taxes according to the relevant tax legislation.
- (b) There are no activities that invoke the anti-avoidance provisions of any applicable tax legislation.

#### **Borrowings**

The trustees have not borrowed money on behalf of the superannuation fund with the exception of borrowings which were allowable under the SIS Act and the SIS Regulations.

#### **Related Parties**

- (a) The fund has not made any loans to, or provided financial assistance to members of the fund or their relatives.
- (b) No asset has been acquired from a member or related party other than as permitted under the SISA and the SISR.
- (c) Related party transactions and related amounts receivable or payable have been properly disclosed in the financial statements.
- (d) All related party transactions have been conducted on commercial terms as if the transaction was undertaken on an arms length basis in accordance with section 109 of the SIS Act, **AND** those related party transactions do not contravene *practical Compliance Guidelines* issued by the Regulator regarding non arms length Income and non arms length expenditure.

#### **Accounting Misstatement Detected by Audit**

There has been no misstatement noted by audit during the course of the current year audit.

#### **Insurance**

The superannuation fund has an established procedure whereby an officer reviews at least annually the adequacy of insurance cover on all assets and insurable risks where relevant. This review has been performed and where it is considered appropriate, assets and insurable risks of the superannuation fund are adequately covered by insurance.

### **Accounting Estimates**

We confirm the significant assumptions used in making accounting estimates are reasonable.

### **Fair Value Measurements and Disclosures**

We confirm that significant assumptions used in fair value measurements and disclosures are reasonable and appropriately reflect our intent and ability to carry out specific courses of action on behalf of the fund.

### **Going Concern**

In the opinion of the trustees there are reasonable grounds to believe that the superannuation fund will be able to:

- Pay its debts as and when they fall due.
- Continue as a going concern for the foreseeable future.

We, therefore, confirm that the going concern basis is appropriate for the financial report.

### **Events after Balance Sheet Date**

We are not aware of any events that have occurred between the financial reporting date to the date of this letter that we need to disclose or recognise in the financial report.

### **Comparative Information**

We confirm that there have been no restatements made to correct a material misstatement in the prior period financial report that affects the comparative information.

### **Fraud and Error**

- (a) There has been no:
  - (i) Fraud, error, or non-compliance with laws and regulations involving management or employees who have a significant role in the internal control structure.
  - (ii) Fraud, error, or non-compliance with laws and regulations that could have a material effect on the financial report.
  - (iii) Communication from regulatory agencies concerning non-compliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial report.
- (b) The superannuation fund has disclosed to the auditor all significant facts relating to any frauds or suspected frauds known to management that may have affected the superannuation fund.
- (c) The superannuation fund has disclosed to the auditor the results of its assessment of the risk that the financial report may be materially misstated as a result of fraud.
- (d) The superannuation fund has disclosed to the auditor the results of its assessment of the risk that the financial report may be materially misstated as a result of fraud.

### **Legal Matters**

We confirm that all matters that may result in legal action against the fund or the trustees in respect of the fund, have been discussed with a solicitor and brought to the attention of the auditor so that a solicitor's representation letter may be obtained.

### **General**

- (a) Neither the superannuation fund nor any Trustees have any plans or intentions that may materially affect the book value or classification of assets and liabilities at balance sheet date.

- (b) The superannuation fund accepts responsibility for the implementation and operations of accounting and internal control systems that are designed to prevent and detect fraud and error. We have established and maintained adequate internal control to facilitate the preparation of a reliable financial report, and adequate financial records have been maintained. There are no material transactions that have not been properly recorded in the accounting records underlying the financial report.
- (c) There are no violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial report or as a basis for recording an expense.
- (d) The superannuation fund has complied with all aspects of contractual agreements that would have a material effect on the financial report in the event of non-compliance.

We understand that your examination was made in accordance with the Australian Auditing Standards and was, therefore, designed primarily for the purpose of expressing an opinion on the financial report of the fund taken as a whole, and that your tests of the financial records and other auditing procedures were limited to those which you considered necessary for that purpose.

**Additional Matters**

There are no additional matters.

**Signed by Neil & Karen Muller as Trustee for N & K Muller Superannuation Fund**

**SIGN**

\_\_\_\_\_  
**Neil Muller**

**SIGN**

\_\_\_\_\_  
**Karen Muller**

**N & K MULLER SUPERANNUATION FUND**

**Trustee Declaration**

In the opinion of the Trustees of the N & K MULLER SUPERANNUATION FUND.

The Fund is not a reporting entity and this special purpose financial report should be prepared in accordance with the accounting policies described in Note 1 to these financial statements.

- (i) the financial statements and notes to the financial statements for the year ended 30 June 2021 present fairly the financial position of the Fund at 30 June 2021 and the results of its operations for the year then ended in accordance with the accounting policies described in Note 1 to the financial statements; and
- (ii) the financial statements and notes to the financial statements have been prepared in accordance with the requirements of the Trust Deed; and
- (iii) the operation of the Fund has been carried out in accordance with its Trust Deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993 during the year ended 30 June 2021.

Signed in accordance with a resolution of the trustees by:

**SIGN**

..... Dated: ...../...../.....  
**Karen Muller**  
 Trustee

**SIGN**

..... Dated: ...../...../.....  
**Neil Muller**  
 Trustee

**MINUTES OF THE MEETING OF THE TRUSTEES OF  
N & K MULLER SUPERANNUATION FUND  
HELD ON 01 SEPTEMBER 2021 AT  
15-17 KABI CIRCUIT, DECEPTION BAY QLD**

**PRESENT** Karen Muller  
Neil Muller

**APPROVAL OF PREVIOUS MINUTES:** It was resolved that the minutes of the previous meeting be signed as a true and correct record.

**ALLOCATION OF CONTRIBUTION:** It was resolved that the contributions received during the year be allocated to members as follows:

<b>Member Name/Contribution type</b>	<b>Amount</b>
Mrs Karen Muller Member	325,000
Mr Neil Muller Member	325,000

The contributions will be subject to normal preservation and payment rules under the *Superannuation Industry (Supervision) Regulations 1994 (SISR)*

**PAYMENT OF BENEFITS:** The trustee has ensured that any payment of benefits made from the fund meet the requirement of the fund's deed and do not breach the superannuation laws in relation to:

1. making payment to members; and
2. breaching the fund's or the member's investment strategy.

The trustees have reviewed the payment of benefits and received advice that the transfer is in accordance with the deed and the superannuation laws. As such the trustee has resolved to allow the payment of the following benefits on behalf of the members:

<b>Member Name/Payment Type</b>	<b>Amount</b>
Mrs Karen Muller Pension	19,690
Mr Neil Muller Pension	19,030

**PURCHASE OF ASSETS:** It was resolved that having regard to the composition, risk and return of the fund's existing investments, the fund's investment objectives and its present liquidity, the purchase of the assets identified below during the year ended 30 June 2021 hereto be confirmed and are in line with the investment strategy of the fund.

<b>Asset / Date</b>	<b>Price</b>	<b>Units</b>	<b>Consideration</b>
Property Direct Market 19-21 Kabi Circuit, Deception Bay 24 Jun 2021	782500.0000	1.00	782,500

## PROPERTY VALUATIONS:

In respect of the year ending 30 June 2021, it was resolved that the trustees revalue the properties set out below in respect of the effective dates specified.

Giving consideration to the fund's circumstances and the value of the fund's assets that property represents, the trustees have obtained property valuations from the sources listed below.

The trustees have reviewed the content and assumptions within and believe the valuations supplied fairly represent the value and attributes of the properties held.

The trustees resolved to accept the valuations obtained on the basis that the valuations are based on objective and supportable data; are representative of the assets owned by the fund; and are indicative of market conditions as at the effective dates.

After consideration from the trustees, it was also resolved to carry forward valuations from prior years where appropriate. The trustees are of the opinion that the valuations continue to be relevant and appropriate and have been obtained within a suitable time frame to still be applied.

**Address:** 19-21 KABI CIRCUIT DECEPTION BAY QLD  
4508 Australia  
15-17 Kabi Circuit Deception Bay QLD 4508  
Australia

Valuation	Effective Date	Valuation Date	Type	Source
782,500	24 Jun 2021	14 Jan 2021	Purchase Price	Real Estate
2,400,000	14 Jan 2021	14 Jan 2021	Kerbside Valuation	14/01/2021

## ALLOCATION OF NET INCOME:

It was resolved that the income of the fund be proportionally allocated to members based on the members' daily weighted average balances. The following amounts of income, and related amounts of tax, are to be credited to / debited from member accounts:

	Income	Fund Tax	Conts Tax	Direct Tax
<i>Mrs Karen Muller</i>				
Accumulation	2,089	2,707	3,750	0
100% Taxable Pension 2020	45,679	0	0	0
85.59% Taxable Pension	267,983	0	0	0
95% Taxable Pension 2018	8,714	0	0	0
<i>Mr Neil Muller</i>				
Accumulation	24,126	12,372	3,750	0
100% Taxable Pension 2017	291,505	(929)	0	0
100% Taxable Pension 2017	10,869	(35)	0	0
No. 2 Taxable Pension 2018	8,449	(27)	0	0

## REPORTING ENTITY CONCEPT:

It was resolved that, in the opinion of the trustee, the fund is not a reporting entity because it is unlikely that users exist who are unable to command the preparation of reports tailored so as to satisfy specifically all their information needs.

Therefore, the financial statements for the fund are to be prepared on the basis of the fund being a "non-reporting entity", and will therefore take the form of Special Purpose Financial Reports.

**REPORTS AND STATEMENTS:**

The Financial Reports consisting of Statement of Financial Position, Operating Statement and Notes to the Financial Statements, Trustee's Declaration, Compilation Report and Member Statement for the period ended 30 June 2021 were tabled for consideration at the meeting.

It was resolved that the financial statements be adopted in their present format and that the statement by the trustees attached to the financial reports be signed by the Trustees, stating that:

1. the financial statements are drawn up so as to present fairly the financial position of the fund as at 30 June 2021, the benefits accrued as a result of operations and its cash flow for the year then ended;
2. the financial statements have been prepared in accordance with the requirements of the trust deed and Australian Accounting Standards as noted in Note 1 to the Financial Statements and
3. the fund has operated substantially in accordance with the trust deed and the requirements of the *Superannuation Industry (Supervision) Act 1993 (S/ISA)*, during the year ended 30 June 2021.

**INCOME TAX RETURN:**

The completed Self-Managed Superannuation Fund Annual Return for the financial year ended 30 June 2021 was tabled for consideration at the meeting.

It was resolved that:

1. the particulars contained in the 2021 income tax return and the relevant records used to ascertain the taxable income, as shown, derived by the fund from all sources in and out of Australia during the year of income are true and correct and;
2. the fund satisfies the statutory requirements and conditions applicable to be classified as a 'Regulated Superannuation Fund/Complying Superannuation Fund' for the year of income and;
3. the income tax return be adopted in its present format and that the Return be signed by the Trustees.

**REVIEW OF INVESTMENT STRATEGY:**

The fund's investment performance for the year ended 30 June 2021 and existing investment strategy have been reviewed by the Trustees, after considering:

1. the risk involved in making, holding and realising, and the likely return from, the fund's investments having regard to its objectives and its expressed cash flow requirements;
2. the composition of the fund's investments as a whole including the extent to which the investments are diverse or involve the funds being exposed to risks from inadequate diversification;
3. the liquidity of the fund's investments having regard to its expected cash flow requirements;
4. the ability of the fund to discharge its existing and prospective liabilities;
5. whether the fund should hold a contract of insurance that provides insurance cover for members of the fund; and
6. the effect of the fund's investments on the above requirements and all matters relating to the prudential nature of the investment being continuously monitored, regularly reviewed and to make sure they adhere to fund's investment objectives and relevant legislation.

It was resolved that the aims and objectives of the investment strategy were being achieved and that the said investment strategy requires no further modification or adoption at this time.

**TRUSTEE AND MEMBER STATUS:**

Each of the trustee(s) confirmed that they are qualified to act as trustee(s) of the fund and that they are not disqualified persons as defined by Section 120 of the S/SA.

**AUDITOR:**

It was resolved that

Anthony Boys  
of  
Super Audits

act as the auditor of the fund for the next financial year.

**TAX AGENT:**

It was resolved that

Mr David Tincknell  
of  
VIRTU SUPER PTY LTD  
1454 Logan Road  
Mount Gravatt, QLD 4122

act as the tax agent of the fund for the next financial year.

**CLOSURE:**

There being no further business the meeting was closed.

**SIGN**

..... Dated: ...../...../.....  
Neil Muller  
Chairperson

N & K Muller Superannuation Fund  
15-17 Kabi Circuit  
DECEPTION BAY QLD 4508

Dear Trustees

**N & K Muller Superannuation Fund  
Audit Engagement Letter**

**Objectives and Scope of the Audit**

You have requested that we audit the financial statements of the SMSF for the year ended 30 June 2021. We are pleased to confirm our acceptance and understanding of this engagement by means of this letter.

Our audit will be performed in accordance with Australian Auditing Standards, the *Superannuation Industry (Supervision) Act 1993 (SISA)* and the *Superannuation Industry (Supervision) Regulations (SISR)* with the objective of expressing an opinion on the financial report and the fund's compliance with the specified requirements of the SISA and the SISR.

**Our Responsibilities**

We will conduct our audit in accordance with Australian Auditing Standards. Those Auditing Standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance as to whether the financial report is free from material misstatement.

An audit involves performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. An audit also includes evaluating the appropriateness of the financial reporting framework, accounting policies used and the implementation and operation of accounting and internal control systems that are designed to prevent and detect fraud and error, as well as evaluating the overall presentation of the financial report.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatement may not be detected, even though the audit is properly planned and performed in accordance with Australian Auditing Standards.

In making our risk assessments, we consider internal control relevant to the entity's preparation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. We will, however, communicate to you in writing any significant deficiencies in internal control relevant to the audit of the financial report that we have identified during the audit.

**Trustees' Responsibilities**

Our audit will be conducted on the basis that the trustee(s) acknowledge and understand that they have responsibilities:

- For the preparation of the financial report that gives a true and fair view in accordance with the Australian Auditing Standards, other mandatory reporting requirements and the SIS Act and SIS Regulations is that of the trustee(s);
- For such internal control as the trustee(s) determine is necessary to enable the preparation of the financial report that is free from material misstatement, whether due to fraud or error; and
- To provide us with:

- Access to all information of which the trustees are aware that is relevant to the preparation of the financial report such as records, documentation and other matters;
- Additional information that we may request from the trustees for the purpose of the audit; and
- Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from trustees written confirmation concerning representations made to us in connection with the audit.

Australian Auditing Standards require that we determine whether the financial reporting framework applied in the preparation of this special purpose of financial report is acceptable. If we determine the financial reporting framework to be unacceptable, we will not be able to undertake the audit engagement unless the framework is amended and then determined to be acceptable.

If a qualified audit report is to be issued following the completion of our audit, we will advise the details to you in a timely manner and prior to the issue of our report.

### **Audit of SIS Compliance**

For the year ended 30 June 2021, we are required to form an opinion in respect of compliance with certain aspects of SIS. Our report must refer to the following sections and regulations:

Sections: 17A, 35AE, 35B, 35C(2), 52, 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K

Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA, 13.22C

### **Report on Significant Matters**

Under section 129 of the SISA we are required to report to you in writing. If during the course of, or in connection with, our audit, we become aware of any contravention of the Act or Regulations which we believe has occurred, is occurring or may occur.

We are also required to report to the ATO, as regulator, any contravention of the SISA and the SISR, where we believe the contravention may affect the interests of the members of beneficiaries of the fund.

In addition, we are also required under section 130 to report to you if we believe the superannuation fund may be, or may be about to become, in an unsatisfactory financial position. If we are not satisfied with your response as trustee(s) as to the action taken to rectify the situation or we receive no response, we are obliged to report the matter to the ATO.

A failure on the part of the trustee to rectify these breaches to the satisfaction of the ATO may result in significant penalties to the trustee and the fund itself.

In addition to our report on the financial statements, we will also report to you any material weaknesses in the fund's system of accounting and internal control which come to our notice during the course of our audit.

### **Quality Control**

The conduct of our audit in accordance Australian Auditing Standards means that information acquired by us in the course of our audit is subject to strict confidentiality requirements. Information will not be disclosed by us to other parties except as required or allowed for by law or professional standards, or with your expressed consent.

Our audit files may, however, be subject to review as part of the quality control review program of Regulators and or Professional Bodies which monitors compliance with professional standards by its members.

We advise you that by signing this letter you acknowledge that, if requested, our audit files relating to this audit will be made available under this program. Should this occur, we will advise you. The same strict confidentiality requirements apply under this program as apply to us as your auditor.

**Independence/Conflict of Interest**

We have established policies and procedures designed to ensure our independence, including policies on holding financial interests in the superannuation fund and other related parties, rotation of audit partners, business relationships, employment relationships, and the provision of non-audit services in accordance with professional statement APES 110 – Code of Ethics for Professional Accountants.

**Outsourced Services**

We do not use any outsourced services in overseas locations when conducting client assignments.

**Data Storage**

We use data storage located in the office but it may be replicated to other locations.

Accepting our services as part of this engagement agreement indicates your acceptance of the use of outsourced services, cloud hosted software and outsourced data storage under the conditions outlined above.

**Limitation of Liability**

Our firm’s liability to you or any other user of the audit report is limited by a Scheme approved under Professional Standards Legislation.

**Other**

We would appreciate acknowledgement of terms and conditions set out in this letter. Please note that this letter will be effective for future years unless the terms of the engagement are altered by future correspondence.

Please sign and return the attached copy of this letter to indicate that it is in accordance with your understanding of the arrangements for our audit of the financial report.

If you have any queries in relation to this please contact me.

To: MR ANTHONY BOYS

I/We hereby confirm your appointment as Auditor under the above terms of engagement.

For and on behalf of Neil & Karen Muller as trustee for the N & K Muller Superannuation Fund

**Dated:** \_\_\_\_\_

**SIGN**

\_\_\_\_\_  
**Neil Muller**

**SIGN**

\_\_\_\_\_  
**Karen Muller**

Yours sincerely  
ANTHONY BOYS – REGISTERED COMPANY AUDITOR  
**DATED: 1 September 2021**

# Notice of intent to claim or vary a deduction for personal super contributions

## Section A: Your details

### 1 Tax file number (TFN)

**i** You don't have to provide your TFN to your super fund. However, if your fund does not have your TFN, they may not be able to accept your contributions. Providing your TFN will also assist your fund in correctly identifying you.

486437227

### 2 Name

Mrs Karen Muller

### 3 Date of birth

10 October 1957

### 4 Current postal address

35 Redgum Drive

Suburb/town/locality

Morayfield

State/territory

QLD

Postcode

4506

Country if outside Australia

### 5 Daytime phone number (include area code)

## Section B: Super fund's details

### 6 Fund name

N & K MULLER SUPERANNUATION FUND

### 7 Fund Australian business number (ABN)

95 615 230 767

### 8 Member account number

MULLEKO

## Section C: Contribution details

### 9 Personal contribution details

Financial year ended

30 June 2021

My personal contributions to this fund covered by this notice

325,000.00

Is this notice varying an earlier notice?

No

The amount of these personal contributions I will be claiming as a tax deduction

25,000.00

**Section D: Declaration**

**!** Use this declaration if you have **not** previously lodged a notice with your super fund for these contributions.

*I am lodging this notice before both of the following dates:*  
■ the day that I lodged my income tax return for the year stated in section C, and  
■ the end of the income year after the year stated in section C.

*At the time of completing this notice:*  
■ I intend to claim the personal contributions stated in section C as a tax deduction.  
■ I am a member of the super fund stated in section B  
■ my super fund stated in section B still holds these contributions  
■ this super fund has not begun to pay a superannuation income stream based in whole or part on these contributions,  
■ I have not included these contributions in an earlier notice

*The information given on this notice is correct and complete.*

**Name**

Mrs Karen Muller

**Signature**

**SIGN**

**Date**

Day      Month      Year  
6 / 7 / 2020

**➤** Send your completed notice to your super fund.

**!** **Do not send it to the ATO.** The information on this notice is for you and your super fund. The ATO does not collect this information.

**MINUTES OF THE MEETING OF THE TRUSTEES OF  
N & K MULLER SUPERANNUATION FUND  
HELD ON 06 JULY 2020 AT  
15-17 KABI CIRCUIT, DECEPTION BAY QLD**

---

**PRESENT:** Karen Muller  
Neil Muller

**RECEIPT OF s290-170  
NOTICE:** A notice from the members of the N & K MULLER SUPERANNUATION FUND electing to claim tax deductions for the following contributions was tabled:

<b>Member Name</b>	<b>Amount</b>
Mrs Karen Muller	25,000.00
Mr Neil Muller	25,000.00

**ACCEPTANCE OF NOTICE:** It was resolved to accept the notice as tabled.

**PAPERWORK:** It was resolved to request the fund administrators to attend to the completion of the following paperwork to give effect to the acceptance:

1. Letter acknowledging the acceptance to be sent to the Members.

**CLOSURE:** There being no further business the meeting was closed.

**SIGN**

..... Dated: ...../...../.....  
Neil Muller  
Chairperson

06 July 2020

Mrs Karen Muller  
35 Redgum Drive  
Morayfield, QLD 4506

Dear Karen

**N & K MULLER SUPERANNUATION FUND**  
**Member Number: MULLEK0**  
**Section 290-170 Notice**

We acknowledge receipt of a Section 290-170 Notice dated 06 July 2020 advising the trustees of the N & K MULLER SUPERANNUATION FUND of your intention to claim a tax deduction for 25,000.00 for total personal contributions of 325,000.00 in your 2021 Tax Return.

This advice is to confirm that the amount of 25,000.00 was received as a concessional personal contribution to the N & K MULLER SUPERANNUATION FUND and has been taxed by the fund accordingly.

This is an official acknowledgement of receipt of your s290-170 Notice.

Yours sincerely

**SIGN**

Mr Neil Muller  
Trustee  
N & K MULLER SUPERANNUATION FUND  
35 Redgum Drive  
Morayfield, QLD 4506

# Notice of intent to claim or vary a deduction for personal super contributions

## Section A: Your details

### 1 Tax file number (TFN)

**i** You don't have to provide your TFN to your super fund. However, if your fund does not have your TFN, they may not be able to accept your contributions. Providing your TFN will also assist your fund in correctly identifying you.

482283026

### 2 Name

Mr Neil Muller

### 3 Date of birth

31 March 1956

### 4 Current postal address

35 Redgum Drive

Suburb/town/locality

Morayfield

State/territory

QLD

Postcode

4506

Country if outside Australia

### 5 Daytime phone number (include area code)

0733491452

## Section B: Super fund's details

### 6 Fund name

N & K MULLER SUPERANNUATION FUND

### 7 Fund Australian business number (ABN)

95 615 230 767

### 8 Member account number

MULLEN3

## Section C: Contribution details

### 9 Personal contribution details

Financial year ended

30 June 2021

My personal contributions to this fund covered by this notice

325,000.00

Is this notice varying an earlier notice?

No

The amount of these personal contributions I will be claiming as a tax deduction

25,000.00

## Section D: Declaration

**!** Use this declaration if you have **not** previously lodged a notice with your super fund for these contributions.

*I am lodging this notice before both of the following dates:*

- the day that I lodged my income tax return for the year stated in section C, and
- the end of the income year after the year stated in section C.

*At the time of completing this notice:*

- I intend to claim the personal contributions stated in section C as a tax deduction.
- I am a member of the super fund stated in section B
- my super fund stated in section B still holds these contributions
- this super fund has not begun to pay a superannuation income stream based in whole or part on these contributions,
- I have not included these contributions in an earlier notice

*The information given on this notice is correct and complete.*

Name

Mr Neil Muller

Signature

**SIGN**

Date

Day

Month

Year

6

7

2020

**➤** Send your completed notice to your super fund.

**!** Do not send it to the ATO. The information on this notice is for you and your super fund. The ATO does not collect this information.

**MINUTES OF THE MEETING OF THE TRUSTEES OF  
N & K MULLER SUPERANNUATION FUND  
HELD ON 06 JULY 2020 AT  
15-17 KABI CIRCUIT, DECEPTION BAY QLD**

---

**PRESENT:** Karen Muller  
Neil Muller

**RECEIPT OF s290-170  
NOTICE:** A notice from the members of the N & K MULLER SUPERANNUATION FUND electing to claim tax deductions for the following contributions was tabled:

<b>Member Name</b>	<b>Amount</b>
Mrs Karen Muller	25,000.00
Mr Neil Muller	25,000.00

**ACCEPTANCE OF NOTICE:** It was resolved to accept the notice as tabled.

**PAPERWORK:** It was resolved to request the fund administrators to attend to the completion of the following paperwork to give effect to the acceptance:

1. Letter acknowledging the acceptance to be sent to the Members.

**CLOSURE:** There being no further business the meeting was closed.

**SIGN**

..... Dated: ...../...../.....

Neil Muller  
Chairperson

06 July 2020

Mr Neil Muller  
35 Redgum Drive  
Morayfield, QLD 4506

Dear Neil

**N & K MULLER SUPERANNUATION FUND**  
**Member Number: MULLEN3**  
**Section 290-170 Notice**

We acknowledge receipt of a Section 290-170 Notice dated 06 July 2020 advising the trustees of the N & K MULLER SUPERANNUATION FUND of your intention to claim a tax deduction for 25,000.00 for total personal contributions of 325,000.00 in your 2021 Tax Return.

This advice is to confirm that the amount of 25,000.00 was received as a concessional personal contribution to the N & K MULLER SUPERANNUATION FUND and has been taxed by the fund accordingly.

This is an official acknowledgement of receipt of your s290-170 Notice.

Yours sincerely

**SIGN**

Mr Neil Muller  
Trustee  
N & K MULLER SUPERANNUATION FUND  
35 Redgum Drive  
Morayfield, QLD 4506

**N & K MULLER SUPERANNUATION FUND**  
**INVESTMENT OBJECTIVES AND STRATEGIES**

**Investment Objective:**

The sole purpose of the fund is to provide benefits to Members upon their retirement, attaining a specified age, death or on health or financial reasons.

The objective of the Fund is to achieve reasonable long term growth with moderate fluctuations in return. The average investment return for the plan should be at least 1.0% per annum above inflation (CPI) when measured over a three year period.

**Investment Strategy:**

The trustees, have set the following strategy and guidelines for investment of funds belonging to the Fund having regard to the following:

- the risk of the investment;
- the diversity of investments of the Fund as a whole;
- the liquidity of the investment; and
- the ability of the fund to discharge its present and future liabilities.

The overall strategy is to invest in either cash, real property, shares, unit trusts or a combination thereof for the purpose of providing the members of the plan with long term growth. Whilst the trustees are conscious of the need to provide the members of the plan with capital gains over the medium to long term, they are also conscious of the need to diversify and spread the risk associated with investment in growth assets.

In making a decision on the types of investments made by the Fund, the Trustees have consulted with the members in this regard. They have taken into account the members age, employment status, retirement needs, overall risk profile and their concerns about various investment opportunities.

With this in mind, the trustees will, from time to time, seek professional investment advice in order to assist in the process of determining what investments are suitable for the Fund and also taking into account the concerns of the members.

The trustees also acknowledge the need to invest in areas where some assets can be readily converted to cash, thus allowing benefits to be paid when they fall due.

Taking the above into account, the trustees have determined that the following guidelines should be adhered to in placing and reviewing investments by the Fund in the coming 12 month period.

	From		To	
Australian Equities	_____ %	-	_____ %	
Australian Fixed Interest	_____ %	-	_____ %	
Cash	0 %	-	20 %	
Direct Property	80 %	-	100 %	
International Equities	_____ %	-	_____ %	
International Fixed Interest	_____ %	-	_____ %	
Listed Property	_____ %	-	_____ %	
Mortgages	_____ %	-	_____ %	
Other	_____ %	-	_____ %	

This plan's strategy will be reviewed on occasion and updated if any modifications are required.

In addition, the trustees have held discussions with each of the members and considered whether or not it is appropriate for the fund to provide any of the following types of insurance cover for each member:

- Life insurance
  - Total & Permanent Disablement (TPD) insurance
  - Income Protection Insurance
- Each member's individual insurance needs will be considered by the trustees on an annual basis

(Approved at meeting of Trustees dated 01 July 2020)

Signed:

SIGN

.....  
 Mrs Karen Muller  
 Trustee

SIGN

.....  
 Mr Neil Muller  
 Trustee

Date: 01 July 2020

1 July 2021

THE TRUSTEES  
N & K Muller Superannuation Fund  
15-17 Kabi Circuit  
Deception Bay QLD 4508

Dear Sir/Madam,

**RE: PAYMENT OF MY ACCUMULATED BENEFITS IN N & K MULLER SUPERANNUATION FUND**

I, NEIL MULLER, am currently a member of the N & K Muller Superannuation Fund and, being entitled to receive payment of my benefits in the amount listed below, request that the Trustee(s) of the Fund commence to pay these benefits from the Fund as an account-based pension.

My relevant details are as follows:-

<b>Full Name:</b>	NEIL MULLER
<b>Address:</b>	35 REDGUM DRIVE MORAYFIELD QLD 4506
<b>Date of Birth:</b>	10/10/1957
<b>Amount of My Account Balance to be used to Fund the Pension:</b>	\$379,101.26

Please do all necessary things to commence payment of my pension on or as soon as possible after the 1 July 2021.

I am aware that amounts which the Trustee(s) deem are applicable to the establishment and maintenance of this pension are chargeable against my Member's account.

Yours Sincerely,

**SIGN**

.....  
NEIL MULLER

---

**MINUTES OF A MEETING OF  
THE TRUSTEES**

**AS TRUSTEE FOR:-**

N & K Muller Superannuation Fund

**HELD AT:** 15-17 Kabi Circuit, Deception Bay QLD 4508

**ON:** 1 July 2021

---

**PRESENT:** KAREN MULLER  
NEIL MULLER (Chairman)

**ACCOUNT-BASED  
PENSION  
REQUEST:**

The Chairman tabled a letter from NEIL MULLER, a Member of the N & K Muller Superannuation Fund, requesting that \$379,101.26 of the Member's Accumulated Benefit commence to be paid in the form of an account-based pension.

The Chairman also tabled the most recent fund records available, confirming that:-

- (a) The Member is of an age when benefits may commence to be paid to the Member.
- (b) The Member has sufficient benefits in the Member's Accumulation Account which have met a Condition of Release (pursuant to the Superannuation Industry Supervision Regulations) to meet the requested amount.
- (c) The Member has sufficient benefits which have a nil cashing restriction, or the payment of an account-based pension is within the relevant cashing restriction (pursuant to the Superannuation Industry Supervision Regulations) to meet the requested amount.
- (d) The Fund's Governing Rules allows the payment of an account-based pensions to Members.

**RESOLVED:**

That the Trustee approves the payment of an account-based pension, representing \$379,101.26 from NEIL MULLER's Accumulation Amount and that the Trustee take the following steps to execute this resolution:-

1. Calculate the minimum annual amount payable as an account-based pension for the current year to KAREN MULLER pursuant to Regulation 1.06(9A)(a) of the SIS Regulations.
2. Write to the Member outlining the terms on which an account-based pension may be paid under the SIS Act and Regulations.
3. Register as a PAYG withholder with the Australian Taxation Office if required.
4. Review the Fund's Investment Strategy, in view of the fact that it now has a regular cash outflow requirement to be funded.

**CLOSURE:**

There being no further business, the meeting was declared closed.

Signed as a Correct Record

**SIGN**

.....  
NEIL MULLER

1 July 2021

THE TRUSTEES  
N & K Muller Superannuation Fund  
15-17 Kabi Circuit  
Deception Bay QLD 4508

NEIL MULLER  
35 REDGUM DRIVE  
MORAYFIELD QLD 4506

Dear Member,

**RE: PAYMENT OF YOUR BENEFITS IN N & K MULLER SUPERANNUATION FUND**

The Trustees have met and have approved payment of \$379,101.26 of your accumulated benefit in the N & K Muller Superannuation Fund as an account-based pension.

Your pension is subject to certain minimum standards, as set down in Regulation 1.06(9A)(a) of the Superannuation Industry Supervision Regulations. A copy of these conditions is attached.

As part of these requirements, there is a minimum amount which must be paid to you each financial year. For the present financial year, a minimum amount of **\$9,480** of your account balance must be paid.

The Trustees are obliged to withhold income tax in relation to certain pension payments made before age 60. Your pension may therefore be net of any taxes required to be withheld, from time to time. Where tax has been withheld, you will receive a PAYG Payment Summary at the end of each financial year outlining this amount, for inclusion with your personal income tax return for that year. The trustee is not required to withhold any PAYG tax from benefits paid to a member who is 60 years of age or over for the entire tax year and PAYG Payment Summaries are not required.

Please be aware there are certain costs attached to calculating and paying your account-based pension, including professional fees and other costs.

Yours Sincerely,

.....  
KAREN MULLER

SIGN

## **SUMMARY OF FEATURES OF YOUR ACCOUNT-BASED PENSION**

Your Benefit, the subject of the attached letter, is an **account-based pension**. Account-Based pensions have the following characteristics:-

- I. the pension payments are no less than the amount calculated in accordance with Regulation 1.06(A)(a) of the SIS Regulations (except that where a pension starts on or after 1 June in a given year, the minimum levels do not have to be met in that year).
- II. payments are made at least annually (but may be more regularly).
- III. Payments to beneficiaries between 55 and 59 years of age are taxed at a concessional rate. Payments to beneficiaries 60 years of age and over are exempt from tax.
- IV. the capital or income of the pension cannot be used as security for borrowings.
- IV. In the event of the pensioner's death, the reversion cannot be transferred to anyone other than the reversionary beneficiary and an adult child cannot be the recipient of a reversionary pension (i.e. death benefits to adult children can only be paid as lump sums).

The **minimum payment** is worked out using the following formula:-

$$\text{Account Balance} \times \text{Percentage Factor}$$

**Account Balance** means:

the value of the annuity or pension:

- A. on 1 July in the financial year in which the payment is made; or
- B. if that year is the year in which the annuity or pension payments commence - on the commencement day,

being the total amount paid as consideration to purchase the annuity or pension, as increased by returns on investments and as decreased by fees, charges, applicable taxes, payments to the annuitant or pensioner and payments made under a Splitting Order.

**Percentage Factor** means:

the percentage factor specified in Table 1, below, that applies to the beneficiary because of the beneficiary's age on:

- A. 1 July in the financial year in which the payment is made; or
- B. if that is the year in which the annuity or pension payments commence - the commencement day.

**Table 1**

Item	Age of Beneficiary	Percentage Factor
1	Under 65	4
2	65 – 74	5
3	75 – 79	6
4	80 – 84	7
5	85 – 89	9
6	90 – 94	11
7	95 or more	14

The minimum payment amount will need to be recalculated on 1 July each year. Therefore the minimum amount payable to the pensioner will change from year to year.

If the primary beneficiary or a reversionary beneficiary dies, the Pension cannot be transferred to a Child of that person (but may be paid as a lump sum), unless the Child:

- A. is less than 18 years of age; or
- B. is greater than 18 years of age, but less than 25 years of age and is financially dependent on the Member; or
- C. has a disability of the kind described in subsection 8(1) of the *Disability Services Act 1986*,

and, except in the case of a Child described in paragraph C above, such a Pension must cease no later than the Child attaining 25 years of age.

# PRODUCT DISCLOSURE STATEMENT

## MEMBER COMMENCING A PENSION

Name of Superannuation Fund: N & K Muller Superannuation Fund

Date of Notice: 1 July 2021

Name of Member: KAREN MULLER

Address of Member 35 REDGUM DRIVE  
MORAYFIELD QLD 4506

This Product Disclosure Statement (PDS) may be required by Part 7.9 of the *Corporations Act 2001*, as amended, to be given to members of superannuation funds changing from growth to pension phase or being issued with an interest in the above superannuation fund (the "Fund") for the first time, when the purpose of membership is to commence to receive a pension. A new interest in this Fund is considered to be granted upon the acceptance of your initial application for membership, as well as upon the making of an election to change from an accumulation or growth phase, to pension phase.

This PDS applies in respect of the Fund, so long as it remains a self-managed superannuation fund (SMSF), pursuant to the *Superannuation Industry (Supervision) Act 1993*, as amended.

Much of the information required to be provided in a PDS for a SMSF will fall into one of the following categories:-

- Information of which you are already aware (e.g. your address and contact details for the above SMSF).
- Information which your duties and responsibilities as a trustee of the above SMSF require that you be aware of, prior becoming a trustee (e.g. the terms of the trust deed & governing rules of the above SMSF).
- Where the Fund is a newly established superannuation fund, information which has not come into existence at the date of this PDS being issued (e.g. fees, charges, investment strategy and returns, etc.)

It is important to note that this information relates to your pension, not to your obligations as a trustee of the Fund. It is up to you to decide whether or not you wish to take on the responsibility of trusteeship of a SMSF, however you cannot be a member of a SMSF without also being a trustee or director of a corporate trustee of the Fund. You should separately familiarize yourself with your trustee duties.

Pursuant to Section 1013D of the *Corporations Act 2001*, as amended, the following information is provided to you:-

### **Name and Contact Details of the Product Issuer**

The above SMSF is the issuer of this PDS. The Fund's contact details are determined by you and (where applicable) your co-trustee(s) (or director(s) of a corporate trustee). They will either be your own address, or an address to which you have previously agreed and been made aware of.

### **Benefits**

The benefits available to you are set out in the above SMSF's trust deed. As a member of a SMSF, with the agreement of your co-trustee(s), you can choose any form or combination of retirement benefits legally available – you have as much flexibility as is possible.

Your primary form of retirement benefit is a "pension", as that term is defined in the *Superannuation Industry (Supervision) Regulations 1994*, however you may choose a lump sum benefit, by request made in writing at the time you wish to take your benefits. Other benefits potentially available to you include: death benefits, total and permanent disablement benefits and total and temporary disablement benefits.

Once you have "Retired" after age 55 years, you will be entitled to commence to take your superannuation benefits. Any decision (except for the option to take a lump sum) may be verbal, but should preferably be in writing. It should be noted that the timing and types of superannuation benefits you may be entitled to take is the subject of regular

legislative change. As such, you should check what options are available to you, at the time you are ready to start taking your benefits.

There may be significant taxation and other implications, should you choose to take your retirement benefits in one form or another. The area of benefits design is a complex, but critical area to ensuring the value of your superannuation savings are maximised. As such, we strongly recommend that you seek professional advice, prior to taking any benefits.

It is important to note that this SMSF is not the only fund which is capable of paying you a pension. This PDS also lists other types of superannuation funds which may offer pensions of the type which you have chosen.

### **Account-Based Pensions**

You have chosen to receive an account-based Pension. Account-Based Pensions have the following essential characteristics:-

- There are minimum pension amounts which you must receive each year, but no maximum pension amount. The pension payments can be made at any frequency you wish, including in a single, annual payment. These amounts are determined by referring to the table at Regulation 1.06(9A)(a) of the *Superannuation Industry (Supervision) Regulations 1994*. The amount is recalculated each year, based on the capital value of your account and your age at the start of the financial year. The amounts are gross of any tax which might need to be withheld from your pension by the Fund.
- You may cancel your Account-Based Pension at any time, by writing to the trustee(s) of the Fund. You may choose to return those funds to accumulation mode, take the benefits out as a lump sum, or to start a different pension with those benefits (or a combination of the two). Cancelling an account-based Pension may have adverse tax consequences and should only be done after seeking professional advice.
- You can make partial capital withdrawals from your Account-Based Pension, should you wish, however you cannot add new capital sums to your pension. Should you be entitled to make further contributions to the Fund, with a view to having them paid as a pension, you will need to start a new pension with those moneys. You can have multiple pensions running from the same superannuation fund, however the administrative costs may be somewhat higher. You can stop an existing Account-Based Pension, add new contributions to it and immediately restart it with the combined balance. Should you wish to partially withdraw capital from your Account-Based Pension, there may be taxation consequences. If you wish to either make further contributions or make a partial withdrawal, you should seek professional advice.
- The taxation consequences to you, personally, in relation to your pension payments are too complex to be thoroughly addressed in a PDS and should be discussed with your professional advisor, prior to commencing these payments. In summary, pension payments to members 60 years of age or older are tax-free, while pension payments to those below 60 years of age may be subject to tax, albeit at a concessional rate. In this regard, amounts considered to be a gradual return of any non-concessional contributions (previously variously referred to as undeducted contributions, post-June 1994 invalidity components, pre-1 July 1983 components, CGT concessional amounts) will be tax-free, however other amounts will be included in your normal assessable income, less a 15% rebate. The following will be taxed, but subject to a rebate: amounts considered to be from contributions for which someone (yourself or your employer) have in the past received a tax deduction; amounts which are considered to be sourced from earnings on your superannuation benefits over the years. Your advisor can discuss the taxation consequences of any pension paid to you, in your particular circumstances.
- Depending upon the Fund's trust deed and the decision of the trustee(s), any costs incurred by the Fund for establishing and maintaining your pension may be deducted from your member's account. These costs include (but may not be limited to) administrative, accounting and advice costs regarding establishment and ongoing administrative, accounting and actuarial costs which the Fund would not be required to undertake, if your Account-Based Pension was not being paid.
- Should you die while in receipt of your Account-Based Pension, your spouse and people meeting the definition of financial dependants (if any) have the option to continue to receive this pension in your place (called a "reversionary" pension option). It should be noted that benefits remaining in the Fund cannot be retained within the fund, if the beneficiary is a person other than a spouse or financial dependant. For example, benefits paid to non-dependant adult children must be paid out as a lump sum. Non-dependant adult children will be subject to tax on some or all of the benefits which they receive.
- Death benefits are paid in the following order: in accordance with a binding death benefit nomination (if any); in accordance with a non-binding direction from the member (subject to the trustee considering the needs of respective beneficiaries); at the discretion of the trustee, after the trustee has considered all potential beneficiaries' needs. It should note that the trustee may elect to distribute proceeds to the member's estate, for distribution in accordance with the member's Will, if the trustee is not bound.

These are the characteristics of Account-Based Pensions which are important to you as a member receiving such a pension. There are additional considerations and information which will be important to you in your capacity as a trustee of the Fund, which you will need to be familiar with. You should discuss these issues with your professional advisor.

### **Nominating Beneficiaries**

You may make two different types of nominations in relation to the payment of your benefits upon your death. The first is contained in your Application for Membership of the Fund. This nomination is not binding on the trustee and may be open to challenge by any potential beneficiaries. Nevertheless, the trustee must give this nomination serious consideration and would require good reasons not to distribute in accordance with these wishes.

The second type of nomination is called a Binding Beneficiary Nomination. This nomination must meet certain forms, including being signed by two independent witnesses and at least once every three years being confirmed, modified or repealed by notice in writing from you to the trustee. The requirements to be followed in relation to Binding Beneficiary Nominations are to be found in the trust deed. You should be aware that the trustee cannot deviate from the terms of a valid, binding nomination, even if the consequences of complying with it would result in higher tax than might be possible via other avenues, or where you have changed your mind about the beneficiaries or the amounts they should receive. As such, it is important that you seek professional advice, prior to submitting a Binding Beneficiary Nomination.

### **Risks**

This SMSF is an accumulation fund. This means that amounts (including contributions, transfers and rollovers and accumulated earnings) are invested as you and your co-trustees (or director(s) of a corporate trustee) see fit.

Depending upon the investment decisions which you as trustee and any of your co-trustees/co-directors make over time, you will either accumulate investment gains (including capital and income gains) or accumulate investment losses. In some years, gains may arise and in other years, losses may arise. This will affect the balance of your member's accumulation account. As a trustee, you have both the responsibility for and control over the manner in which the Fund's investments are made and, as such, you control the risks associated with the Fund's investments.

### **Amounts Payable and Fund Expenses**

As a trustee of the SMSF, you and your co-trustee(s)/co-director(s) control any amounts which might be payable for the issue of your pension from the Fund. Costs and expenses of the Fund may either be shared equitably among members by way of deduction from their accounts or, where the expense relates to identifiable members only, from those members' accounts.

### **Commissions**

As a trustee of the SMSF, you and your co-trustee(s)/co-director(s) control any appointments of financial professionals and investments into products which might include commissions.

### **Dispute Resolution**

The dispute resolutions mechanisms available to members are found in the Fund's trust deed. As a trustee, it is reasonable to presume that you have familiarized yourself with the contents of the trust deed. As such, pursuant to Section 1013F of the *Corporations Act 2001*, as amended, detailed information concerning the dispute resolution mechanisms available under the deed are not included in this PDS.

### **Taxation Implications**

All superannuation funds in the accumulation phase pay 15% tax on their net taxable incomes. Net taxable income includes assessable contributions, plus investment earnings, less deductible expenses. Other rebates and credits, such as franking rebates and imputations credits may reduce the amount of tax which a superannuation fund must pay. Net taxable capital gains of a superannuation fund are taxed at 10%.

Each year, the trustee will make a determination as to how these taxes are to be deducted from an individual member's account. The trustee is required to determine this in an equitable manner, as between the members.

Depending on your personal taxable income in a given year, there may also be a liability for the superannuation contribution surcharge tax in respect of any tax-deductible contributions made by your employer or yourself. Where surcharge is payable, this amount will be directly deducted from your member's account.

The income and capital gains of a superannuation fund which is paying one or more pensions will be exempt from tax, to the extent that the assets of the Fund are considered to be supporting those pensions (and taxable to the extent that those assets are considered to be supporting continuing accumulations and reserves). The amount of

tax which you as trustee and your co-trustee(s)/co-director(s) consider to be a reasonable and equitable allocation for each member each year will be deducted from the balance of your member's accumulation account.

The rules regarding personal taxation of superannuation benefits are far too complex to address in this document. It is strongly advised that you seek professional advice regarding the taxation of your personal superannuation benefits and the options available to you.

### **Cooling-off Period**

There is a fourteen (14) day cooling-off period from the date you commence your pension from the above SMSF, during which time you may cancel your pension. Note that the trustee must receive notification of your cancellation prior to the expiry of this period, in order for it to be considered effective. Note also that the cooling off period relates to your pension only and does not give you a right to resile from your duties as a trustee of the Fund (including payment for the establishment of pension).

### **Insurance**

There is no obligation for the trustee of the Fund to take out life or other insurances on your behalf. Obviously, however, as a trustee of the Fund, you are in a position to make such application. As noted above, benefits can be paid out in similar circumstances to normal insurable events (death, total and permanent disablement, total and temporary disablement), however where the Fund has not undertaken insurance on your behalf, any payments will be limited to the value of your member's accumulation account.

### **Alternative Types of Superannuation Funds**

You should be aware that there are a number of alternative forms of superannuation available to you that can pay you a pension, each of which have different characteristics. You should consider your own situation carefully, prior to commencing a pension from one form of superannuation fund, or another and should seriously consider seeking advice from an authorised representative of an Australian financial services licensee.

#### Public Offer Superannuation Funds

These funds are managed by a trustee on your behalf. You may have a choice of broad "categories" for investment, such as conservative, balanced, growth, etc., where you have no control over the actual investments which are undertaken by the fund (and, depending upon their reporting, you may never know what those assets are). Certain other funds allow members (usually only through a financial planner) to select individual investments from a menu of options. An example might be a list of 50 managed funds and shares in the top 200 ASX listed companies. Typically, you will only receive written reports on your share of the fund's performance annually in your member statement, although you may be able to access interim performance results for the fund (e.g. via a website). Fees will usually be charged on entry and exit from these funds. There will also be contribution fees, administration fees, category switching fees (often only after a certain number of free annual switches) and asset management fees. Some of these fees are normally be charged as a percentage of your account balance. Many public offer funds will include a commission payable to the advisor who recommends the fund to you. In most cases, the more investment choices you have, the higher the overall level of fees the fund charges. Typically, you can purchase insurance (life, total and permanent disablement and sometimes total and temporary disablement) Public offer funds may restrict the types of benefits which are payable upon your death or retirement (e.g. they may not pay certain types of pensions, or may require you to transfer to another sub-category within their fund before paying pensions).

#### Industry Superannuation Funds

These funds are managed by a trustee on your behalf. In the past, these funds have only been open to members of a certain union or industry, however many are now accepting membership from other parties. You may not have a choice of "categories" for investment in these funds, although many now offer similar choices of categories to public offer funds, such as conservative, balanced, growth, etc.. Once again, you have no control over the actual investments which are undertaken by the fund (and, depending upon their reporting, you may never know what those assets are). Typically, you will only receive reports on your share of the fund's performance annually in your member statement, although you may be able to access interim performance results for the fund (e.g. via a website). Where categories are available, there will normally be restrictions on the frequency with which you can change between categories. Fees will usually be charged on entry and exit from these funds. There will also be contribution fees, administration fees, category switching fees (often only after a certain number of free annual switches) and asset management fees. Some of these fees will normally be charged as a percentage of your account balance. Industry funds do not normally pay commissions to advisors who recommend the fund to you. Typically, a certain level of "group" insurance (life, total and permanent disablement and sometimes total and temporary disablement) will be provided by industry funds without medical requirements. Additional insurance can be acquired with medical examination. Industry funds may restrict the types of benefits which are payable upon your death or retirement (e.g. they may not pay certain types of pensions, or may require you to transfer to another sub-category within their fund before paying pensions).

**Small APRA Funds**

These funds are similar to SMSF's, except that they have an independent trustee. The independent trustee must be an "approved" trustee. Typically, these are large public trustee corporations. They will charge fees for their services and all decisions as to investments, benefit payments, etc. must be approved by them. They will normally control the fund's cheque book and appoint the accountants and auditors of the fund. They are normally only chosen when a member wishes to have investment flexibility close to that of a SMSF, but for one reason or another, they cannot be a trustee of their own fund (e.g. because they are an undischarged bankrupt and therefore a "disqualified" person, or because the trustees are leaving Australia for more than two years, which can have adverse tax consequences). Because of the expense of the approved trustee services, these funds are only used in a very limited number of cases.

There are two other types of superannuation fund - employer-sponsored superannuation funds and public sector superannuation schemes - which are not discussed here, as they are not a type of fund which a member can typically "choose" to join (your employer will make the choice to contribute to such a fund, without reference to you as an employee).

**Other Information**

The first duty of a trustee is to familiarize themselves with the terms of and their duties under the trust. Pursuant to Section 17A of the *Superannuation Industry (Supervision) Act 1993*, as amended, all members of SMSF's must be trustees (or directors of the Fund's corporate trustee).

This PDS addresses issues which relate to your proposed pension from the Fund, not issues which arise in relation to your duties and liabilities as a trustee of the Fund. As a trustee, it is your responsibility to separately familiarize yourself with those duties and liabilities and to be actively involved in the operation of the Fund. As this is a legal obligation, it is reasonable to presume that you have done so. As such, pursuant to Section 1013F of the *Corporations Act 2001*, as amended, detailed information concerning other matters pertaining to the operation of the Fund are not included in this PDS.

**Other Documents Forming Part of This PDS, For Funds Other Than New Funds**

Where the Fund is a pre-existing fund and you are joining as a member, or where you are an existing member and are commencing to take your benefit in the form of a pension, you will find the following documents annexed to this PDS:-

- The Fund's investment strategy; and
- The last financial statements prepared in respect of the Fund.

These documents form part of this PDS for funds other than newly established funds. If you have not yet received a copy of these documents, you should not sign this PDS until you have received them.

I have read and understood this Product Disclosure Statement, prior to commencing my Account-Based Pension:-

**SIGN**

.....  
NEIL MULLER

...../...../.....

1 July 2021

THE TRUSTEES  
N & K Muller Superannuation Fund  
15-17 Kabi Circuit  
Deception Bay QLD 4508

Dear Sir/Madam,

**RE: PAYMENT OF MY ACCUMULATED BENEFITS IN N & K MULLER SUPERANNUATION FUND**

I, KAREN MULLER, am currently a member of the N & K Muller Superannuation Fund and, being entitled to receive payment of my benefits in the amount listed below, request that the Trustee(s) of the Fund commence to pay these benefits from the Fund as an account-based pension.

My relevant details are as follows:-

<b>Full Name:</b>	KAREN MULLER
<b>Address:</b>	35 REDGUM DRIVE MORAYFIELD QLD 4506
<b>Date of Birth:</b>	10/10/1957
<b>Amount of My Account Balance to be used to Fund the Pension:</b>	\$299,392.80

Please do all necessary things to commence payment of my pension on or as soon as possible after the 1 July 2021.

I am aware that amounts which the Trustee(s) deem are applicable to the establishment and maintenance of this pension are chargeable against my Member's account.

Yours Sincerely,

**SIGN**

.....  
KAREN MULLER

---

**MINUTES OF A MEETING OF  
THE TRUSTEES**

**AS TRUSTEE FOR:-**

N & K Muller Superannuation Fund

**HELD AT:** 15-17 Kabi Circuit, Deception Bay QLD 4508

**ON:** 1 July 2021

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**PRESENT:** KAREN MULLER  
NEIL MULLER (Chairman)

**ACCOUNT-BASED  
PENSION  
REQUEST:**

The Chairman tabled a letter from KAREN MULLER, a Member of the N & K Muller Superannuation Fund, requesting that \$820,280.46 of the Member's Accumulated Benefit commence to be paid in the form of an account-based pension.

The Chairman also tabled the most recent fund records available, confirming that:-

- (a) The Member is of an age when benefits may commence to be paid to the Member.
- (b) The Member has sufficient benefits in the Member's Accumulation Account which have met a Condition of Release (pursuant to the Superannuation Industry Supervision Regulations) to meet the requested amount.
- (c) The Member has sufficient benefits which have a nil cashing restriction, or the payment of an account-based pension is within the relevant cashing restriction (pursuant to the Superannuation Industry Supervision Regulations) to meet the requested amount.
- (d) The Fund's Governing Rules allows the payment of an account-based pensions to Members.

**RESOLVED:**

That the Trustee approves the payment of an account-based pension, representing \$299,392.80 from KAREN MULLER's Accumulation Amount and that the Trustee take the following steps to execute this resolution:-

1. Calculate the minimum annual amount payable as an account-based pension for the current year to KAREN MULLER pursuant to Regulation 1.06(9A)(a) of the SIS Regulations.
2. Write to the Member outlining the terms on which an account-based pension may be paid under the SIS Act and Regulations.
3. Register as a PAYG withholder with the Australian Taxation Office if required.
4. Review the Fund's Investment Strategy, in view of the fact that it now has a regular cash outflow requirement to be funded.

**CLOSURE:**

There being no further business, the meeting was declared closed.

Signed as a Correct Record

**SIGN**

.....  
KAREN MULLER

1 July 2021

THE TRUSTEES  
N & K Muller Superannuation Fund  
15-17 Kabi Circuit  
Deception Bay QLD 4508

KAREN MULLER  
35 REDGUM DRIVE  
MORAYFIELD QLD 4506

Dear Member,

**RE: PAYMENT OF YOUR BENEFITS IN N & K MULLER SUPERANNUATION FUND**

The Trustees have met and have approved payment of \$299,392.80 of your accumulated benefit in the N & K Muller Superannuation Fund as an account-based pension.

Your pension is subject to certain minimum standards, as set down in Regulation 1.06(9A)(a) of the Superannuation Industry Supervision Regulations. A copy of these conditions is attached.

As part of these requirements, there is a minimum amount which must be paid to you each financial year. For the present financial year, a minimum amount of **\$5,990** of your account balance must be paid.

The Trustees are obliged to withhold income tax in relation to certain pension payments made before age 60. Your pension may therefore be net of any taxes required to be withheld, from time to time. Where tax has been withheld, you will receive a PAYG Payment Summary at the end of each financial year outlining this amount, for inclusion with your personal income tax return for that year. The trustee is not required to withhold any PAYG tax from benefits paid to a member who is 60 years of age or over for the entire tax year and PAYG Payment Summaries are not required.

Please be aware there are certain costs attached to calculating and paying your account-based pension, including professional fees and other costs.

Yours Sincerely,

**SIGN**

.....  
KAREN MULLER

## SUMMARY OF FEATURES OF YOUR ACCOUNT-BASED PENSION

Your Benefit, the subject of the attached letter, is an **account-based pension**. Account-Based pensions have the following characteristics:-

- I. the pension payments are no less than the amount calculated in accordance with Regulation 1.06(A)(a) of the SIS Regulations (except that where a pension starts on or after 1 June in a given year, the minimum levels do not have to be met in that year).
- II. payments are made at least annually (but may be more regularly).
- III. Payments to beneficiaries between 55 and 59 years of age are taxed at a concessional rate. Payments to beneficiaries 60 years of age and over are exempt from tax.
- IV. the capital or income of the pension cannot be used as security for borrowings.
- IV. In the event of the pensioner's death, the reversion cannot be transferred to anyone other than the reversionary beneficiary and an adult child cannot be the recipient of a reversionary pension (i.e. death benefits to adult children can only be paid as lump sums).

The **minimum payment** is worked out using the following formula:-

$$\text{Account Balance} \times \text{Percentage Factor}$$

**Account Balance** means:

the value of the annuity or pension:

- A. on 1 July in the financial year in which the payment is made; or
- B. if that year is the year in which the annuity or pension payments commence - on the commencement day,

being the total amount paid as consideration to purchase the annuity or pension, as increased by returns on investments and as decreased by fees, charges, applicable taxes, payments to the annuitant or pensioner and payments made under a Splitting Order.

**Percentage Factor** means:

the percentage factor specified in Table 1, below, that applies to the beneficiary because of the beneficiary's age on:

- A. 1 July in the financial year in which the payment is made; or
- B. if that is the year in which the annuity or pension payments commence - the commencement day.

**Table 1**

Item	Age of Beneficiary	Percentage Factor
1	Under 65	4
2	65 – 74	5
3	75 – 79	6
4	80 – 84	7
5	85 – 89	9
6	90 – 94	11
7	95 or more	14

The minimum payment amount will need to be recalculated on 1 July each year. Therefore the minimum amount payable to the pensioner will change from year to year.

If the primary beneficiary or a reversionary beneficiary dies, the Pension cannot be transferred to a Child of that person (but may be paid as a lump sum), unless the Child:

- A. is less than 18 years of age; or
- B. is greater than 18 years of age, but less than 25 years of age and is financially dependent on the Member; or
- C. has a disability of the kind described in subsection 8(1) of the *Disability Services Act 1986*,

and, except in the case of a Child described in paragraph C above, such a Pension must cease no later than the Child attaining 25 years of age.

# PRODUCT DISCLOSURE STATEMENT

## MEMBER COMMENCING A PENSION

Name of Superannuation Fund: N & K Muller Superannuation Fund

Date of Notice: 1 July 2021

Name of Member: KAREN MULLER

Address of Member 35 REDGUM DRIVE  
MORAYFIELD QLD 4506

This Product Disclosure Statement (PDS) may be required by Part 7.9 of the *Corporations Act 2001*, as amended, to be given to members of superannuation funds changing from growth to pension phase or being issued with an interest in the above superannuation fund (the "Fund") for the first time, when the purpose of membership is to commence to receive a pension. A new interest in this Fund is considered to be granted upon the acceptance of your initial application for membership, as well as upon the making of an election to change from an accumulation or growth phase, to pension phase.

This PDS applies in respect of the Fund, so long as it remains a self-managed superannuation fund (SMSF), pursuant to the *Superannuation Industry (Supervision) Act 1993*, as amended.

Much of the information required to be provided in a PDS for a SMSF will fall into one of the following categories:-

- Information of which you are already aware (e.g. your address and contact details for the above SMSF).
- Information which your duties and responsibilities as a trustee of the above SMSF require that you be aware of, prior becoming a trustee (e.g. the terms of the trust deed & governing rules of the above SMSF).
- Where the Fund is a newly established superannuation fund, information which has not come into existence at the date of this PDS being issued (e.g. fees, charges, investment strategy and returns, etc.)

It is important to note that this information relates to your pension, not to your obligations as a trustee of the Fund. It is up to you to decide whether or not you wish to take on the responsibility of trusteeship of a SMSF, however you cannot be a member of a SMSF without also being a trustee or director of a corporate trustee of the Fund. You should separately familiarize yourself with your trustee duties.

Pursuant to Section 1013D of the *Corporations Act 2001*, as amended, the following information is provided to you:-

### **Name and Contact Details of the Product Issuer**

The above SMSF is the issuer of this PDS. The Fund's contact details are determined by you and (where applicable) your co-trustee(s) (or director(s) of a corporate trustee). They will either be your own address, or an address to which you have previously agreed and been made aware of.

### **Benefits**

The benefits available to you are set out in the above SMSF's trust deed. As a member of a SMSF, with the agreement of your co-trustee(s), you can choose any form or combination of retirement benefits legally available – you have as much flexibility as is possible.

Your primary form of retirement benefit is a "pension", as that term is defined in the *Superannuation Industry (Supervision) Regulations 1994*, however you may choose a lump sum benefit, by request made in writing at the time you wish to take your benefits. Other benefits potentially available to you include: death benefits, total and permanent disablement benefits and total and temporary disablement benefits.

Once you have "Retired" after age 55 years, you will be entitled to commence to take your superannuation benefits. Any decision (except for the option to take a lump sum) may be verbal, but should preferably be in writing. It should be noted that the timing and types of superannuation benefits you may be entitled to take is the subject of regular

legislative change. As such, you should check what options are available to you, at the time you are ready to start taking your benefits.

There may be significant taxation and other implications, should you choose to take your retirement benefits in one form or another. The area of benefits design is a complex, but critical area to ensuring the value of your superannuation savings are maximised. As such, we strongly recommend that you seek professional advice, prior to taking any benefits.

It is important to note that this SMSF is not the only fund which is capable of paying you a pension. This PDS also lists other types of superannuation funds which may offer pensions of the type which you have chosen.

### **Account-Based Pensions**

You have chosen to receive an account-based Pension. Account-Based Pensions have the following essential characteristics:-

- There are minimum pension amounts which you must receive each year, but no maximum pension amount. The pension payments can be made at any frequency you wish, including in a single, annual payment. These amounts are determined by referring to the table at Regulation 1.06(9A)(a) of the *Superannuation Industry (Supervision) Regulations 1994*. The amount is recalculated each year, based on the capital value of your account and your age at the start of the financial year. The amounts are gross of any tax which might need to be withheld from your pension by the Fund.
- You may cancel your Account-Based Pension at any time, by writing to the trustee(s) of the Fund. You may choose to return those funds to accumulation mode, take the benefits out as a lump sum, or to start a different pension with those benefits (or a combination of the two). Cancelling an account-based Pension may have adverse tax consequences and should only be done after seeking professional advice.
- You can make partial capital withdrawals from your Account-Based Pension, should you wish, however you cannot add new capital sums to your pension. Should you be entitled to make further contributions to the Fund, with a view to having them paid as a pension, you will need to start a new pension with those moneys. You can have multiple pensions running from the same superannuation fund, however the administrative costs may be somewhat higher. You can stop an existing Account-Based Pension, add new contributions to it and immediately restart it with the combined balance. Should you wish to partially withdraw capital from your Account-Based Pension, there may be taxation consequences. If you wish to either make further contributions or make a partial withdrawal, you should seek professional advice.
- The taxation consequences to you, personally, in relation to your pension payments are too complex to be thoroughly addressed in a PDS and should be discussed with your professional advisor, prior to commencing these payments. In summary, pension payments to members 60 years of age or older are tax-free, while pension payments to those below 60 years of age may be subject to tax, albeit at a concessional rate. In this regard, amounts considered to be a gradual return of any non-concessional contributions (previously variously referred to as undeducted contributions, post-June 1994 invalidity components, pre-1 July 1983 components, CGT concessional amounts) will be tax-free, however other amounts will be included in your normal assessable income, less a 15% rebate. The following will be taxed, but subject to a rebate: amounts considered to be from contributions for which someone (yourself or your employer) have in the past received a tax deduction; amounts which are considered to be sourced from earnings on your superannuation benefits over the years. Your advisor can discuss the taxation consequences of any pension paid to you, in your particular circumstances.
- Depending upon the Fund's trust deed and the decision of the trustee(s), any costs incurred by the Fund for establishing and maintaining your pension may be deducted from your member's account. These costs include (but may not be limited to) administrative, accounting and advice costs regarding establishment and ongoing administrative, accounting and actuarial costs which the Fund would not be required to undertake, if your Account-Based Pension was not being paid.
- Should you die while in receipt of your Account-Based Pension, your spouse and people meeting the definition of financial dependants (if any) have the option to continue to receive this pension in your place (called a "reversionary" pension option). It should be noted that benefits remaining in the Fund cannot be retained within the fund, if the beneficiary is a person other than a spouse or financial dependant. For example, benefits paid to non-dependant adult children must be paid out as a lump sum. Non-dependant adult children will be subject to tax on some or all of the benefits which they receive.
- Death benefits are paid in the following order: in accordance with a binding death benefit nomination (if any); in accordance with a non-binding direction from the member (subject to the trustee considering the needs of respective beneficiaries); at the discretion of the trustee, after the trustee has considered all potential beneficiaries' needs. It should note that the trustee may elect to distribute proceeds to the member's estate, for distribution in accordance with the member's Will, if the trustee is not bound.

These are the characteristics of Account-Based Pensions which are important to you as a member receiving such a pension. There are additional considerations and information which will be important to you in your capacity as a trustee of the Fund, which you will need to be familiar with. You should discuss these issues with your professional advisor.

### **Nominating Beneficiaries**

You may make two different types of nominations in relation to the payment of your benefits upon your death. The first is contained in your Application for Membership of the Fund. This nomination is not binding on the trustee and may be open to challenge by any potential beneficiaries. Nevertheless, the trustee must give this nomination serious consideration and would require good reasons not to distribute in accordance with these wishes.

The second type of nomination is called a Binding Beneficiary Nomination. This nomination must meet certain forms, including being signed by two independent witnesses and at least once every three years being confirmed, modified or repealed by notice in writing from you to the trustee. The requirements to be followed in relation to Binding Beneficiary Nominations are to be found in the trust deed. You should be aware that the trustee cannot deviate from the terms of a valid, binding nomination, even if the consequences of complying with it would result in higher tax than might be possible via other avenues, or where you have changed your mind about the beneficiaries or the amounts they should receive. As such, it is important that you seek professional advice, prior to submitting a Binding Beneficiary Nomination.

### **Risks**

This SMSF is an accumulation fund. This means that amounts (including contributions, transfers and rollovers and accumulated earnings) are invested as you and your co-trustees (or director(s) of a corporate trustee) see fit.

Depending upon the investment decisions which you as trustee and any of your co-trustees/co-directors make over time, you will either accumulate investment gains (including capital and income gains) or accumulate investment losses. In some years, gains may arise and in other years, losses may arise. This will affect the balance of your member's accumulation account. As a trustee, you have both the responsibility for and control over the manner in which the Fund's investments are made and, as such, you control the risks associated with the Fund's investments.

### **Amounts Payable and Fund Expenses**

As a trustee of the SMSF, you and your co-trustee(s)/co-director(s) control any amounts which might be payable for the issue of your pension from the Fund. Costs and expenses of the Fund may either be shared equitably among members by way of deduction from their accounts or, where the expense relates to identifiable members only, from those members' accounts.

### **Commissions**

As a trustee of the SMSF, you and your co-trustee(s)/co-director(s) control any appointments of financial professionals and investments into products which might include commissions.

### **Dispute Resolution**

The dispute resolutions mechanisms available to members are found in the Fund's trust deed. As a trustee, it is reasonable to presume that you have familiarized yourself with the contents of the trust deed. As such, pursuant to Section 1013F of the *Corporations Act 2001*, as amended, detailed information concerning the dispute resolution mechanisms available under the deed are not included in this PDS.

### **Taxation Implications**

All superannuation funds in the accumulation phase pay 15% tax on their net taxable incomes. Net taxable income includes assessable contributions, plus investment earnings, less deductible expenses. Other rebates and credits, such as franking rebates and imputations credits may reduce the amount of tax which a superannuation fund must pay. Net taxable capital gains of a superannuation fund are taxed at 10%.

Each year, the trustee will make a determination as to how these taxes are to be deducted from an individual member's account. The trustee is required to determine this in an equitable manner, as between the members.

Depending on your personal taxable income in a given year, there may also be a liability for the superannuation contribution surcharge tax in respect of any tax-deductible contributions made by your employer or yourself. Where surcharge is payable, this amount will be directly deducted from your member's account.

The income and capital gains of a superannuation fund which is paying one or more pensions will be exempt from tax, to the extent that the assets of the Fund are considered to be supporting those pensions (and taxable to the extent that those assets are considered to be supporting continuing accumulations and reserves). The amount of

tax which you as trustee and your co-trustee(s)/co-director(s) consider to be a reasonable and equitable allocation for each member each year will be deducted from the balance of your member's accumulation account.

The rules regarding personal taxation of superannuation benefits are far too complex to address in this document. It is strongly advised that you seek professional advice regarding the taxation of your personal superannuation benefits and the options available to you.

### **Cooling-off Period**

There is a fourteen (14) day cooling-off period from the date you commence your pension from the above SMSF, during which time you may cancel your pension. Note that the trustee must receive notification of your cancellation prior to the expiry of this period, in order for it to be considered effective. Note also that the cooling off period relates to your pension only and does not give you a right to resign from your duties as a trustee of the Fund (including payment for the establishment of pension).

### **Insurance**

There is no obligation for the trustee of the Fund to take out life or other insurances on your behalf. Obviously, however, as a trustee of the Fund, you are in a position to make such application. As noted above, benefits can be paid out in similar circumstances to normal insurable events (death, total and permanent disablement, total and temporary disablement), however where the Fund has not undertaken insurance on your behalf, any payments will be limited to the value of your member's accumulation account.

### **Alternative Types of Superannuation Funds**

You should be aware that there are a number of alternative forms of superannuation available to you that can pay you a pension, each of which have different characteristics. You should consider your own situation carefully, prior to commencing a pension from one form of superannuation fund, or another and should seriously consider seeking advice from an authorised representative of an Australian financial services licensee.

#### Public Offer Superannuation Funds

These funds are managed by a trustee on your behalf. You may have a choice of broad "categories" for investment, such as conservative, balanced, growth, etc., where you have no control over the actual investments which are undertaken by the fund (and, depending upon their reporting, you may never know what those assets are). Certain other funds allow members (usually only through a financial planner) to select individual investments from a menu of options. An example might be a list of 50 managed funds and shares in the top 200 ASX listed companies. Typically, you will only receive written reports on your share of the fund's performance annually in your member statement, although you may be able to access interim performance results for the fund (e.g. via a website). Fees will usually be charged on entry and exit from these funds. There will also be contribution fees, administration fees, category switching fees (often only after a certain number of free annual switches) and asset management fees. Some of these fees are normally charged as a percentage of your account balance. Many public offer funds will include a commission payable to the advisor who recommends the fund to you. In most cases, the more investment choices you have, the higher the overall level of fees the fund charges. Typically, you can purchase insurance (life, total and permanent disablement and sometimes total and temporary disablement) Public offer funds may restrict the types of benefits which are payable upon your death or retirement (e.g. they may not pay certain types of pensions, or may require you to transfer to another sub-category within their fund before paying pensions).

#### Industry Superannuation Funds

These funds are managed by a trustee on your behalf. In the past, these funds have only been open to members of a certain union or industry, however many are now accepting membership from other parties. You may not have a choice of "categories" for investment in these funds, although many now offer similar choices of categories to public offer funds, such as conservative, balanced, growth, etc.. Once again, you have no control over the actual investments which are undertaken by the fund (and, depending upon their reporting, you may never know what those assets are). Typically, you will only receive reports on your share of the fund's performance annually in your member statement, although you may be able to access interim performance results for the fund (e.g. via a website). Where categories are available, there will normally be restrictions on the frequency with which you can change between categories. Fees will usually be charged on entry and exit from these funds. There will also be contribution fees, administration fees, category switching fees (often only after a certain number of free annual switches) and asset management fees. Some of these fees will normally be charged as a percentage of your account balance. Industry funds do not normally pay commissions to advisors who recommend the fund to you. Typically, a certain level of "group" insurance (life, total and permanent disablement and sometimes total and temporary disablement) will be provided by industry funds without medical requirements. Additional insurance can be acquired with medical examination. Industry funds may restrict the types of benefits which are payable upon your death or retirement (e.g. they may not pay certain types of pensions, or may require you to transfer to another sub-category within their fund before paying pensions).

**Small APRA Funds**

These funds are similar to SMSF's, except that they have an independent trustee. The independent trustee must be an "approved" trustee. Typically, these are large public trustee corporations. They will charge fees for their services and all decisions as to investments, benefit payments, etc. must be approved by them. They will normally control the fund's cheque book and appoint the accountants and auditors of the fund. They are normally only chosen when a member wishes to have investment flexibility close to that of a SMSF, but for one reason or another, they cannot be a trustee of their own fund (e.g. because they are an undischarged bankrupt and therefore a "disqualified" person, or because the trustees are leaving Australia for more than two years, which can have adverse tax consequences). Because of the expense of the approved trustee services, these funds are only used in a very limited number of cases.

There are two other types of superannuation fund - employer-sponsored superannuation funds and public sector superannuation schemes - which are not discussed here, as they are not a type of fund which a member can typically "choose" to join (your employer will make the choice to contribute to such a fund, without reference to you as an employee).

**Other Information**

The first duty of a trustee is to familiarize themselves with the terms of and their duties under the trust. Pursuant to Section 17A of the *Superannuation Industry (Supervision) Act 1993*, as amended, all members of SMSF's must be trustees (or directors of the Fund's corporate trustee).

This PDS addresses issues which relate to your proposed pension from the Fund, not issues which arise in relation to your duties and liabilities as a trustee of the Fund. As a trustee, it is your responsibility to separately familiarize yourself with those duties and liabilities and to be actively involved in the operation of the Fund. As this is a legal obligation, it is reasonable to presume that you have done so. As such, pursuant to Section 1013F of the *Corporations Act 2001*, as amended, detailed information concerning other matters pertaining to the operation of the Fund are not included in this PDS.

**Other Documents Forming Part of This PDS, For Funds Other Than New Funds**

Where the Fund is a pre-existing fund and you are joining as a member, or where you are an existing member and are commencing to take your benefit in the form of a pension, you will find the following documents annexed to this PDS:-

- The Fund's investment strategy; and
- The last financial statements prepared in respect of the Fund.

These documents form part of this PDS for funds other than newly established funds. If you have not yet received a copy of these documents, you should not sign this PDS until you have received them.

I have read and understood this Product Disclosure Statement, prior to commencing my Account-Based Pension:-

**SIGN**

.....  
KAREN MULLER

...../...../.....

# Terms of Engagement



These are the Terms of Engagement ("Terms"). This Agreement is constituted by these Terms and any other later document that we advise you becomes part of, or varies this Agreement. These Terms confirm our understanding of the nature and the limitations of the services we will provide.

If the terms of our engagement are acceptable, please sign this original Engagement Agreement and return same to our office. Please contact this office immediately if you do not understand, or if you wish to discuss any aspect of the terms of this engagement.

If you do not forward your signed copy of the Engagement Agreement, or contact us with changes to the engagement, yet continue to provide us with information and instructions regarding your financial affairs, the terms and information provided in this agreement will bind us both.

## RESPONSIBILITY FOR YOUR WORK

Over the years our Firm has established a cost effective structure, incorporating a Team of Professional Accountants and Assistants to provide you with an economical service.

The Senior Associate is in charge of your affairs with respect to the Super Fund and ultimately responsible for all of the matters relating to this file.

The team attends to certain functions relating to your affairs, such as general administration and basic accounting. Of course, all work attended to by the team is reviewed by the Senior Associate. The team providing you with your Professional Accounting Service is set out in the Team of Professionals later in this agreement together with indicative charge rates.

## RELATIVE RESPONSIBILITIES AND CONFIDENTIALITY

The conduct of this engagement will be carried out in accordance with the standards and ethical requirements of The Institute of Chartered Accountants in Australia, which means that information acquired by us in the course of the engagement is subject to strict confidentiality requirements. This information will not be disclosed by us to other parties, except as required or allowed for by law or professional standards, or with your expressed consent.

Our files may, however, be subject to review as part of the quality control review program of The Institute of Chartered Accountants in Australia, who monitor compliance with professional standards by its members. We advise that by signing this agreement you acknowledge that, if requested, our files relating to this engagement may be made available under this program. Should this occur, we will advise you prior to releasing any files.

We may use external Contractors/Outsourcing Organisations to perform work on your file and they will be given access to your information. This is done to afford you the most cost effective service possible. This will only be done if strict confidentiality agreements are entered into between us and the associated entities to prevent any unauthorised use of this information. If you do not wish us to utilise external Contractors/Outsourcing Organisations please advise.

We may also provide your information to associated entities for services that we believe will be of value to you. Once again, this will only be done if strict confidentiality agreements are entered into between us and the associated entities to prevent any unauthorised use of this information.

## THIRD PARTY RESPONSIBILITIES

We may utilise outsourced service providers and cloud computing service providers, including the following:

**Class SMSF Accounting Software** - based in Australia – Software used to produce annual financial statements and tax returns.

**CCH Australia Limited (CCH iFirm)** - based in Australia - Practice Management Software to assist with the management of workflow, reporting, billings and the storage of templates and client details.

**Dropbox** – based in the United States - Cloud storage facility used to store client records.

**Backoffis** - based in India – External Accountants utilised to outsource general accounting, data processing and other work under the instructions and reviewed by Virtu Super accountants

To perform the services, we may provide these third parties with access to your data to the extent this is required to perform the services.

Your data will be stored in services physically located in Australia (unless otherwise specified above) and in accordance with the security practices of the third party service providers and Privacy Policy.

## OTHER INSTITUTE RECOMMENDATIONS

The Institute has determined minimum standards with regard to service and, in accordance with those recommendations, our Practice:

- a) uses properly trained staff to maintain quality standards. We ensure that all internal staff undertake a minimum of 60 hrs of continuing professional education each year.
- b) maintains professional independence at all times;
- c) establishes and operates satisfactory quality control procedures;
- d) bases our fees on the chargeable time of each staff member.
- e) records all time so as to enable you to be aware of the extent of the work performed for you; and
- f) will, if requested, provide an estimate of our billing prior to the commencement of an engagement.

## REVIEW AND PREPARATION OF FINANCIAL STATEMENTS

As and when required throughout the year we will review your records and where applicable process certain data to enable the preparation of Interim and End of Year Financial Statements.

The Financial Statements will be based on the information you provide to us and other information that our office accesses via services such as Class Super if you have authorised us to do so. As a result:

- You and your employees (if applicable) are responsible for the maintenance of the accounting systems and internal controls for your superannuation fund. That includes the keeping and maintenance of all required books of account.
- Virtu Super is not being engaged to conduct a statutory audit of the superannuation fund and we will not express an Auditor's opinion as to the truth and fairness of the Financial Statements. The Statutory Audit will be conducted by our external auditor on an independent basis. The nominated auditor will separately

# Terms of Engagement



address you with regard to the Audit Engagement, as required each financial year.

- Our engagement cannot be relied upon to disclose irregularities including fraud, other illegal acts and inherent errors that may exist. However, we will inform you of any such matters that may come to our attention during our review of your data.
- This engagement will be conducted in accordance with the relevant standards and ethical requirements of the Institute of Chartered Accountants in Australia.
- Our reports will be prepared for distribution to Members for the purpose noted above. We disclaim any assumption of responsibility for any reliance on our report to any person other than the Members and for any purpose other than for which it was prepared.

## PREPARATION AND LODGEMENT OF INCOME TAX RETURNS

We will prepare and lodge the Fund's Income Tax Return based on the Financial Statements prepared.

As mentioned earlier, while we will be assisting you in the preparation of Financial Statements and your SMSF Income Tax Return, it is agreed that Virtu Super will not be undertaking any independent audit of the Financial Statements or Income Tax Return prepared.

Our role will be limited to the compilation of the Financial Statements and preparation of the relevant Taxation Return based on the information & records provided by you to us.

The Financial Statements prepared will be audited by an approved Auditor and an Audit Report will be issued under a separate Engagement Agreement each year.

While our engagement does not include the abovementioned audit, we are required by the *Tax Agents Services Act 2009* to satisfy ourselves as to the reasonableness of the information and claims being made in your Income Tax Return. The Legislation provides the basis for this and may require us to make further enquiries with you from time to time in relation to your Taxation Return. Where possible, we will endeavour to identify the information that will be required in advance.

We are entitled to rely on the records provided as being both accurate and complete.

We will have your Income Tax Return lodged on time, as required by the Australian Taxation Office, providing we are in receipt of all information to prepare your Return no later than two months prior to the due date for lodgement. This avoids the delays that generally occur in our Firm just prior to lodgement.

This length of time also ensures that if required, we have sufficient time to arrange the audit of the Fund, which must also be completed before lodging the Tax Return.

We will take all possible steps to have your Return lodged on time, however we offer no guarantee unless we have received the information within the abovementioned timeframe.

**We also advise that we are legally prevented from electronically lodging your Income Tax Return until such time as we receive the signed Section K: Declarations and Electronic Lodgement Declaration.**

When Returns are left to the last minute, due to time constraints it may not be possible to have them forwarded to you for signature and **back in our office** by the due date.

## YOUR OBLIGATIONS AND RIGHTS

The *Tax Agents Services Act 2009* requires us to advise you of your rights and obligations where we are acting for you on taxation matters. In relation to the taxation services provided:

- You are subject to the self-assessment system in relation to any of your Income Tax Returns. The Commissioner is entitled to rely on any statements made in your Income Tax Returns. Where those statements are later found to be incorrect, the Commissioner may amend your Income Tax Assessments and, in addition to any tax assessed, you may also be liable for penalties and interest charges.
- You have an obligation to keep proper records that will substantiate the Taxation Returns prepared and which will satisfy the substantiation requirements of the *Income Tax Assessment Act*. Failure to keep such records could result in claims being disallowed, additional tax being imposed, and the imposition of penalty or general interest charges.
- You are responsible for the accuracy and completeness of the particulars and information required to comply with the various Taxation Laws. We will use this information supplied in the preparation of your Returns.
- Your rights as a taxpayer include:
  - The right to seek a Private Ruling;
  - The right to object to an assessment by the Commissioner;
  - The right to appeal against an adverse decision by the Commissioner.

Certain time limitations may exist for you to exercise these rights. Should you wish to exercise these rights at any time, you should contact us so that we can provide you with the relevant timeframes and to discuss any additional requirements which may exist.

In the course of our engagement we will prepare various working papers and notes consistent with our internal quality control system. These working papers remain the property of our firm and will be retained by us to support any future queries on work completed. Original source records provided by you to us to assist in the completion of your work will be returned to you at the completion of each engagement. Where appropriate we may take copies to retain on your client file.

## CORPORATE AFFAIRS MATTERS

There are various requirements of the Australian Securities & Investments Commission (ASIC) that have to be attended to in relation to Companies that may be related to the Fund's activities, e.g. if you have a Trustee Company. This includes notifying ASIC of various changes to Directors and Shareholders, preparation and lodgement of Annual Company Returns, etc.

We do not act as an ASIC agent, however if you have requested us to attend to the Corporate Affairs matters on your behalf, we will engage Marsh Tincknell to prepare and lodge the appropriate documents in relation to matters that affect your Company as soon as practical after being provided with the information.

These documents will be forwarded to you for signature prior to lodgement. Many of these documents must be lodged within a

# Terms of Engagement



short period of time after the change occurs. In this regard, documents not returned to our office by the due date will incur additional lodgement fees and/or additional processing fees. You will be advised of relevant due dates for lodgement.

The Corporate Affairs Division of Marsh Tincknell utilises an electronic recording system to keep track of all Company data. It is not possible to maintain the integrity of this system if documents are lodged by other means. Details of a change are required to be input into our electronic system. In this regard, Marsh Tincknell must be informed of any changes or matters that may affect your Companies.

## **BUSINESS ACTIVITY STATEMENTS AND INSTALMENT ACTIVITY STATEMENTS**

Should we be instructed by you, we will prepare and lodge the appropriate BAS and IAS as and when required on a quarterly or monthly basis as soon as practical after being provided with the information to do so.

**At present, the deadline for lodgement of these documents is the 28<sup>th</sup> day after the end of each quarter (for quarterly lodgers).**

If we are not provided with the information by the 14<sup>th</sup> day of the particular lodgement month, we will not be able to guarantee that we will have the above Statements lodged on time. This is due to the extra-ordinary level of work imposed by the Australian Taxation Office on our Firm during the two weeks prior to lodgement dates.

If the information is provided after the 14<sup>th</sup> day of the said month, we will endeavour to have the documents lodged by the due date, however we cannot offer guarantees and penalties for late lodgement may be imposed (subject to extensions that may be provided by the Australian Taxation Office from time to time).

## **LIMITED POWER OF ATTORNEY**

The Australian Taxation Office requires your authorisation each time we lodge an Activity Statement on your behalf.

In order to streamline this process each month/quarter (rather than requiring your authority each time), you are able to appoint us as your Attorney to lodge these documents on your behalf.

**Please note that this will not entitle our office to lodge any other documents on your behalf with the Australian Taxation Office, such as Income Tax Returns, without you first reviewing and signing. The Limited Power of Attorney only relates to monthly and quarterly Activity Statements.**

## **AUTHORITY TO ACT ON YOUR BEHALF WITH THE ATO**

There are a number of functions we are required to carry out on your behalf with the Australian Taxation Office and in particular the following accounts for you and your associated entities.

- Income Tax Account
- Integrated Client Account
- BAS Roles

The Australian Taxation Office have advised that if we hold a signed Authority from clients to act on their behalf, then we can make various changes as they arise, update Communication Preferences and lodge the required documents without the need for your signature each and every time. Once you authorise our firm to act

on your behalf (by signing this Engagement Agreement), we will undertake these functions until otherwise directed by you.

## **SPECIFIC MATTERS TO BE RESEARCHED**

From time to time you may request advice from us which may not be able to be provided immediately, due to the issues and facts to be considered.

With the multitude of Superannuation and Taxation Law which we must consider, some questions you may ask may seem simple, however due to the complexities of the above, it may not be possible to provide you with an immediate answer.

More and more these days we are required to research and thoroughly consider all of your particular facts as they relate to the above Legislation, which not only takes time, but also involves the use of our Professional Team and in some cases external Consultants.

In these circumstances, the time taken by our Team to research and provide you with the appropriate response will be recorded through our Work In Progress System.

We will endeavour to provide you with an immediate and quick answer where appropriate, however to ensure that you receive a professional service and accurate advice a more detailed investigation into the facts may be required.

In addition, many questions may seem basic or similar to previous requests for advice, however every case generally has a different factor to be considered to the previous case and, as a result, may have a different outcome which warrants the additional research.

## **OTHER AREAS OF LAW**

We are not permitted by Law to advise in relation to legal matters (other than Taxation Law) such as Stamp Duty. We can provide general information as to the applicability of Stamp Duty Laws, if required, however we will refer you to your Legal Advisors for this advice.

If requested by you, we will endeavour to advise you of other areas of Law that may affect various transactions you undertake. If we are not able to provide you with advice, we can refer you to a suitably qualified professional, from whom you can seek the appropriate advice.

## **TELEPHONE & EMAIL ADVICE**

Telephone and email communications and advice are recorded in writing on your file for quality assurance and professional indemnity insurance purposes. We encourage you to telephone or email us for advice on matters of concern. However simple, the advice may save you significant time and money.

As set out in the attached Schedules, our fees are based on time, which includes telephone calls and email correspondence. Time spent by our Team in relation to these matters will be recorded on your WIP and may be billed to you at our discretion.

## **PRINCIPLES OF DETERMINING FEE LEVELS**

The attached fee schedule sets out information in relation to how our administration fees are determined. The fees are determined according to the level and structure of investments held by the fund.

# Terms of Engagement



Where it is necessary for us to quote a fee for work undertaken in relation to investments or structures which sit outside those listed on our fee schedule, then we will determine this quote on the basis of the time that we estimate it will take us to conduct the work required.

Our base fee for Fund Administration is payable monthly in advance by Direct Debit Authority and in this regard we enclose an Authority to commence making payment of our monthly fees.

The Institute of Chartered Accountants in Australia ("The Institute") recommends that its members conform to prescribed guidelines in determining fee levels. The Institute does not issue a standard scale of professional fees due to the diversity of services offered by Chartered Accountants and the degree of skill attached to those services.

Additionally, the Institute does not intervene between an Accountant and client on the question of professional fees charged. However, the Institute has issued guidelines for establishing fee levels to ensure that, on the one hand you are fairly charged and, on the other, our firm performs for you.

The charge-out rates applied to the time incurred take account of staff salaries, direct costs associated with providing the service, and indirect costs associated with operating our Practice. These rates are reviewed on a periodic basis.

Special services, such as unusual audit and investigation assignments, trustee advisory services, and the need to provide these services at little or no prior notice, requires us to ensure we have the available staff with the necessary qualifications to handle all challenges that we may face. With ever changing superannuation and taxation laws, we are required to undertake significant education and training programs to ensure that we have the ability to provide you with the right advice. On many occasions (due to the ever changing laws), it is a necessity that specialist research will be undertaken on particular matters that pertain to your file. A clear record of all of this time is maintained.

The only commodity we have to sell is our knowledge and ability to perform accounting functions on your behalf. Therefore, to ensure an equitable remuneration to our Firm for the services we provide, an efficient record is maintained of time spent on your file.

We do not necessarily bill you for all the time that is allocated to your file, but the recording system does provide us with a guide as to the amount of time we have utilised in providing you with the highest quality service possible.

## ISSUING OF FEES

From time to time, we will issue invoices to you for the work that is carried out.

Any special assignments or work done by quotation will be invoiced upon completion. We reserve the right to progress bill in cases where the assignment continues for an extended period and would do so in \$1,000 instalments.

Upon completion of a financial year's work, we will issue an invoice covering the full year's work, including any supplementary fees payable according to our fee schedule. If applicable, this invoice will include a credit for any amounts paid on the monthly billing arrangement.

## CREDIT TERMS

Our credit terms are strictly 14 days from invoice.

However, where we are required to outlay monies on your behalf for services provided by external parties such as Solicitors or Actuaries, we will require a forward payment for this service.

As practice overheads are comprised of cash type items (primarily Wages and Rent), charge rates are based on the assumption of prompt settlement of billings. We are unable to offer extended credit without additional charge or prior arrangement. Our credit terms require payment in full within 14 days of receipt of our billing. No further assignments will be undertaken or advice given where any part of the billing remains overdue.

We issue Statements on a monthly basis for amounts outstanding at the end of the month.

We have appointed an Account Administrator who will liaise with you in relation to outstanding accounts or disputes.

As mentioned earlier, we generally issue bills on a regular basis, as and when work is carried out, or on a monthly or quarterly basis if this is more appropriate. If accounts are not paid on time, it may result in work being ceased on your file, which could jeopardise the preparation of Financial Statements and Tax Returns and lodgement of various documents on a timely basis.

## RESPONSIBILITY FOR PAYMENT OF ACCOUNTS

You have engaged us to perform work for yourself and/or entities you are associated with.

This Engagement Agreement sets out the conditions of the engagement between ourselves and yourselves as trustees of the Superannuation Fund. The issuing of fees and the carrying out of the work is undertaken on your behalf.

It is appropriate for accounts to be paid by the Superannuation Fund, rather than other related entities or by yourselves personally, however responsibility for unpaid accounts will be addressed to yourself personally.

If at any time you have a problem with your Account and are unable to resolve the matter with our Account Administrator, please feel free to contact me personally.

## REFERRALS

Our firm may refer you to an external service provider in circumstances where we believe them to be a good fit for you. In no way do we do this with the expectation of referrals or work from the provider in return.

There are associated entities that we may enter into a joint venture agreement with, for which we would receive a share of the profit.

Some service providers may refer clients to our firm or pay us a referral fee or commission. If any such fees or commissions are received from said provider, this will be fully disclosed to you.

Please note that it is always your choice when considering if the provider is suitable for your needs.

# Terms of Engagement



## ENTITIES PROVIDING SERVICE

"Virtu Super" trades through a Partnership of Trusts. The Company Virtu Super Pty Ltd has been appointed as Agent for this Partnership.

Full details of our Legal Structure are as follows:

Virtu Super Pty Ltd as Agent for the Virtu Super Partnership between:

PMIP Super Trust (Trustee –Virtu Super Pty Ltd)  
RCIP Super Trust (Trustee –Virtu Super Pty Ltd)  
EGIP Super Trust (Trustee –Virtu Super Pty Ltd)  
DTIP Super Trust (Trustee –Virtu Super Pty Ltd)

Other Details:

Virtu Super Pty Ltd ACN: 134 260 512  
Virtu Super Partnership ABN: 53 574 469 796

## TEAM OF PROFESSIONALS

Senior Associate	\$325
Senior Accountant	\$240
Admin Assistant	\$165

## CONFIRMATION OF ENGAGEMENT

Obviously, there are many issues to consider in this engagement and we ask that you consider all aspects of this agreement to ensure you are satisfied with the scope of our engagement.

Please contact us if you have any questions about this agreement.

Once you are satisfied with the terms of our engagement, would you please sign and date the Acceptance below.

As mentioned, if you do not return this Engagement Agreement signed, nor contact us with changes to the engagement, yet continue to provide us with information and instructions regarding your financial affairs, the terms and information provided in this agreement will bind us both.

We thank you for the opportunity to provide Self-Managed Superannuation Fund Accounting and Taxation Services to you and we look forward to continuing our close working relationship with you for many years to come.

## ACCEPTANCE

I/We acknowledge that I/we:

- Understand and agree to the nature of our relationship and the services provided.
- Understand and agree to the payment terms outlined.
- Will remain responsible for providing you with instructions and the ultimate payment of our fees.
- Have the appropriate authority to engage you to perform services for the entities we so request.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Print Name Signature

\_\_\_\_\_  
Print Name Signature

# Transfer Balance Account Report Declaration

This declaration is to be completed and provided to a tax agent who is lodging a transfer balance account report (TBAR) statement on a fund's behalf. It is the responsibility of the fund trustee(s) to keep a record of the declaration for five years after the declaration has been made.

THIS FORM CANNOT BE LODGED WITH THE ATO

## Fund Details

Name:

N & K MULLER SUPERANNUATION FUND

ABN

95615230767

## Trustee Declaration

- I am authorised to make this declaration;
- I declare that the information provided in this statement is true and correct; and
- I authorise the agent to lodge the fund's TBAR statement to the ATO.

SIGN

..... Dated: ...../...../.....

Neil Muller  
Chairperson

Period From:

01/07/2021

To:

31/08/2021

## Reportable events for Mrs Karen Ann Muller

Account Type	Account Name	Account Number	Event Type	Event Date	Value
IS1	2021/22 Tax Free Pension Account	10	Superannuation Income Stream	01/07/2021	299,392.80

## Reportable events for Mr Neil Muller

Account Type	Account Name	Account Number	Event Type	Event Date	Value
IS1	2021/22 Taxable Pension Account	6	Superannuation Income Stream	01/07/2021	379,101.26

# Electronic lodgment declaration (Form MS)

(for self-managed superannuation funds)

## Part A: Taxpayer's declaration

This declaration is to be completed where the tax return is to be lodged via an approved ATO electronic channel. It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

### Privacy

The ATO is authorised by the *Taxation Administration Act 1953* to request the provision of tax file numbers (TFNs). The ATO will use the TFNs to identify each partner or beneficiary or entity in our records. It is not an offence not to provide the TFNs. However, you cannot lodge your tax return electronically if you do not quote your TFN.

Taxation law authorises the ATO to collect information and disclose it to other government agencies, including personal information about the person authorised to sign the declaration. For information about privacy go to [ato.gov.au/privacy](http://ato.gov.au/privacy)

### The Australian Business Register

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

Please refer to the privacy statement on the Australian Business Register (ABR) website ([www.abr.gov.au](http://www.abr.gov.au)) for further information – it outlines our commitment to safeguarding your details.

### Electronic funds transfer – direct debit

Where you have requested an EFT direct debit some of your details will be provided to your financial institution and the Tax Office's sponsor bank to facilitate the payment of your taxation liability from your nominated account.

Tax file number	Fund name	Year of return
*****	N & K MULLER SUPERANNUATION FUND	2021

I authorise my tax agent to electronically transmit this tax return via an approved ATO electronic channel.

**Important:** Before making this declaration please check to ensure that all income has been disclosed and the tax return is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the Tax Office. The tax law provides heavy penalties for false or misleading statements on tax returns.

### Declaration

I declare that:

- all of the information I have provided to the agent for the preparation of this document is true and correct
- I authorise the agent to give this document to the Commissioner of Taxation

Signature of trustee or director		Date	

## Part B: Electronic funds transfer consent

This declaration is to be completed when an electronic funds transfer (EFT) of a refund is requested and the tax return is being lodged through an approved ATO electronic channel.

This declaration must be signed by the partner, trustee, director or public officer prior to the EFT details being transmitted to the Tax Office. If you elect for an EFT, all details below must be completed.

### Important:

Care should be taken when completing EFT details as the payment of any refund will be made to the account specified.

Agent's reference number	Account name
79673007	N and K MULLER SUPER FUND

I authorise the refund to be deposited directly to the specified account.

Signature of trustee or director		Date	

## Part D: Tax agent's certificate (shared facility users only)

**Declaration:** I declare that:

- I have prepared this tax return in accordance with the information supplied by the trustees;
- I have received a declaration by the trustees that the information provided to me for the preparation of this tax return is true and correct, and;
- I am authorised by the trustees to lodge this tax return, including any applicable schedules.

Signature of tax agent		Date	
Agent's contact name	Agent's phone	Agent's reference	Client's reference
MR David Tinnell	07 33491452	79673007	DUR02S

## NOTES FOR PERSONS SIGNING SUPER FUND INCOME TAX RETURNS

These notes should be read carefully by each person signing an income tax return, in light of their knowledge of their own affairs, to ensure there are no inaccuracies in the return.

### RESPONSIBILITIES

Whilst we have exercised due care in preparing the returns from information supplied to us, the provisions of the *Income Tax Assessment Act* place the responsibility for the contents of the returns (including the need to obtain the necessary substantiation records) with the taxpayer. Accordingly, would you please check the details disclosed in the returns to satisfy yourselves that the returns are correct.

### SELF ASSESSMENT

As you would be aware, self assessment system of income tax returns is now in full force for individuals. That is, the Australian Taxation Office will accept and issue assessments based on the income tax return that is lodged, generally without any query.

This does not mean the Australian Taxation Office accepts the information contained in the return and at a later date it may request further information in relation to the claims you have made in your return.

Self assessment has not only shortened lodgement deadlines but has greatly increased the burden of paperwork to be prepared and retained by tax agents. We are now required to prepare detailed work papers which must be retained on our files for production to the Australian Taxation Office if required at a future date.

### TRUE AND FULL DISCLOSURE

Your attention is drawn to the following important considerations to ensure the correctness of each income tax return:

- that income from all sources has been disclosed;
- that all deductions claimed can be justified;
- that all deductions claimed for work, car and travel expenses
- can be substantiated by the required records and receipts;
- that all statements are correct and complete.

### CAPITAL GAINS TAX AND OVERSEAS INCOME

Every sale of property, of any description, should be considered for the possible application of both income tax and capital gains tax.

The world-wide income of Australian resident taxpayers is now taxable in Australia with a credit allowed for the income tax paid in a foreign country on that income.

### FALSE AND MISLEADING STATEMENTS

If an answer to a question or any statement made in an income tax return, or an attached schedule, appears to be incorrect, incomplete or misleading, please provide the information needed to amend the return.

Penalties may be imposed for an incorrect return up to double the amount of additional income tax subsequently assessed. These penalties may apply even if the error was made innocently. Alternatively, in more serious cases, prosecutions may be instituted under the *Taxation Administration Act 1953* and fines imposed by the Courts, if convicted.

### RETENTION OF RECORDS

It is a requirement that you substantiate all deductions claimed in your income tax returns. This includes keeping original documentation to verify the expenditure claimed. This documentation must be retained for 7 years. You should ensure that you retain all the documentation in a safe and secure place in case the Australian Taxation Office wishes to review these documents.

**SIGN**

Signed: .....

# Commercial Tenancy Agreement

Fourth Edition

This Tenancy Agreement is made between the Lessor and the Tenant. The Lessor leases to, and the Tenant accepts a lease of, the Premises for the rent payable by the Tenant, subject to the terms of this Agreement.

**THIS AGREEMENT COMPRISES THE REFERENCE SCHEDULE AND COMMERCIAL TENANCY AGREEMENT CONDITIONS.**

## DO NOT USE THIS DOCUMENT:

- **FOR RESIDENTIAL TENANCIES.**
- **FOR PREMISES COVERED BY THE *RETAIL SHOP LEASES ACT 1994 (Qld)*.**
- **WHERE THE TERM OF THE LEASE (INCLUDING OPTIONS) EXCEEDS THREE (3) YEARS.**
- **WHERE REGISTRATION UNDER THE *LAND TITLE ACT 1994 (Qld)* IS REQUESTED BY THE TENANT.**
- **WHERE A HIGH VALUE LEASE IS TO BE ENTERED INTO AS YOU MAY NOT OBTAIN THE PROTECTION OF A LEASE PREPARED BY A SOLICITOR.**

## INSTRUCTIONS TO COMPLETE

1. The parties should be advised to seek legal advice about the Tenancy Agreement. Reference should be made to Sections 24(3A) to (7) of the *Legal Profession Act 2007 (Qld)* when preparing and completing this Agreement.
2. This Agreement provides for rent to be reviewed by either an index review or by fixed increases. It is not suitable for use where rent is to be reviewed to market except if the Agreement provides for an option (refer clause 15.1).
3. Only certain outgoings are recoverable in all circumstances (see the definitions of 'outgoings' in clause 1.2). Additional outgoings may be recovered by ticking the boxes at item 10(b).
4. Ensure that all items are completed in the Reference Schedule.

**Item 1:** Full name/s of the owner/s of the property and their address. If the Lessor is a company, include ABN. DO NOT use a business name.

**Item 2:** Full name/s of the Tenant. If the Tenant is a company, include its ABN. DO NOT use a business name.

**Item 4:** The Premises must be clearly identified e.g. "Suite 3, 45 John Street, Spring Hill" etc. If not able to be identified by name, a sketch plan must be attached to the Agreement and the address must be included at Item 4.

**Item 6:** Insert the period of the further Tenancy, e.g. "6 months" or "1 year" or "not applicable". **The total term of the lease including any options is not to exceed three years. Plus insert the notice period to exercise the option.**

**Item 8:** Insert the date/s on which the rent is to be reviewed and the method of the rent review or "not applicable".

**Item 9:** The Permitted Use should be stated clearly.

**Item 10(a):** Insert the percentage of outgoings the Tenant is to pay, e.g. "25%" or "100%" or "Not applicable".

**Item 10(b):** Tick any additional outgoings the Tenant is to pay.

**REFERENCE SCHEDULE**

**1. LESSOR:**

NAME: Duratrax Northside QLD Pty Ltd ATF ABN: 44 732 685 771  
N & K Muller Property Trust ACN: 129 788 192  
ADDRESS: 15 Kabi Circuit  
SUBURB: Deception Bay STATE: QLD POSTCODE: 4508  
PHONE: MOBILE: FAX: EMAIL:

**2. TENANT:**

NAME: Duratrax Northside QLD Pty Ltd ATF ABN: 36 589 631 015  
N & K Muller Family Trust ACN: \_\_\_\_\_  
ADDRESS: 19-21 Kabi Circuit  
SUBURB: Deception Bay STATE: QLD POSTCODE: 4508  
PHONE: MOBILE: FAX: EMAIL:

**3. GUARANTOR:**

NAME: N/A ABN: \_\_\_\_\_  
ACN: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
PHONE: MOBILE: FAX: EMAIL:

**4. PREMISES:**

← Annex a plan if available

Level or Tenancy No. 19-21 Kabi  
ADDRESS: Kabi Circuit  
SUBURB: Deception Bay STATE: QLD POSTCODE: 4508  
Description: Lot: 48 RP/SP: 193956

**5. TERM:**

The Term of the Agreement is: 3  Months  Years  
Commencing on: 1/4/2021 and ending on: 31/3/2024  
DATE (dd/mm/yyyy): DATE (dd/mm/yyyy):

**6. OPTION OF RENEWAL (IF ANY):**

Note: The term of the lease (including options) should not exceed three (3) years.

Period of further term: N/A  
Final date for exercise of option: \_\_\_\_\_  
DATE (dd/mm/yyyy):

**7. RENT:**

\$ 45,000 per:  month  year ← Select applicable box

INITIALS

000011408303

**8. RENT REVIEW:**

Refer to clause 3.3

Note: Failure to review on these dates does not waive the Lessor's right to review.

Review Date	Type of Review
N/A	<input type="checkbox"/> Index review <input type="checkbox"/> Fixed increase - amount of increase: _____ %
N/A	<input type="checkbox"/> Index review <input type="checkbox"/> Fixed increase - amount of increase: _____ %

**9. PERMITTED USE:**

\_\_\_\_\_

**10. OUTGOINGS:**

Refer to clause 1.2(9)

**10(a) Percentage of Outgoings:**

100%

**10(b) Additional Outgoings including the costs of (tick if applicable):**

- Managing and operating the Building
- Repair and maintenance of the Building
- Gardening and Landscaping
- Provision and servicing of Air-conditioning to the Building
- Cleaning the Building
- Pest Control
- Security services
- Provision and servicing of Fire Detection and extinguishing equipment
- Provision and servicing of lifts and escalators
- Common Area Electricity
- Trade waste
- Other (insert details):

\_\_\_\_\_

**11. DEPOSIT:**

\$ N/A

**12. LESSOR'S AGENT:**

NAME: N/A

ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ABN: \_\_\_\_\_ ACN: \_\_\_\_\_ LICENCE NUMBER: \_\_\_\_\_

INITIALS

000011408303

**SPECIAL CONDITIONS**

The parties should seek legal advice about any special conditions required. Please note sections 24(3A) to (7) of the *Legal Profession Act 2007 (Qld)* when preparing and completing this Agreement.

3 month rent free period.

**AGREEMENT MADE**

DATE:

1 April 2021

EXECUTED as an Agreement.

(dd/mm/yyyy):

**EXECUTION BY LESSOR**

**LESSOR 1**

Executed by: DURATRAY NORTHSIDE QLD PTY LTD

in accordance with Section 127 of the Corporations Act 2001 (Cth).

Director/Secretary

Director

NEIL MULLER

KAREN MULLER

Name of Director/Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

**OR** (only complete this part if signing as attorney for the Lessor)

the duly constituted **attorney** of the LESSOR (who states s/he has received no notice of revocation) under power of attorney dated \_\_\_\_\_

SIGNED by

registered no \_\_\_\_\_ in the presence of:

Signature of Witness

Name of Witness (BLOCK LETTERS)

**OR**

SIGNED by

AS LESSOR in the presence of:

Signature of Witness

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS:

SUBURB:

STATE:

POSTCODE:

**LESSOR 2**

Executed by:

in accordance with Section 127 of the Corporations Act 2001 (Cth).

Director/Secretary

Director

Name of Director/Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

**OR** (only complete this part if signing as attorney for the Lessor)

the duly constituted **attorney** of the LESSOR (who states s/he has received no notice of revocation) under power of attorney dated \_\_\_\_\_

SIGNED by

registered no \_\_\_\_\_ in the presence of:

Signature of Witness

Name of Witness (BLOCK LETTERS)

**OR**

SIGNED by

AS LESSOR in the presence of:

Signature of Witness

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS:

SUBURB:

STATE:

POSTCODE:

INITIALS

000011408303

**EXECUTION BY TENANT**

**TENANT 1**

Executed by: DURATRAY NORTHSIDE QLD PTY LTD  
in accordance with Section 127 of the *Corporations Act 2001* (Cth).

Director/Secretary \_\_\_\_\_  
NEIL MULLER  
Name of Director/Secretary (BLOCK LETTERS)

Director \_\_\_\_\_  
KAREN MULLER  
Name of Director (BLOCK LETTERS)

**OR** (only complete this part if signing as attorney for the Tenant)

the duly constituted **attorney** of the TENANT (who states s/he has received no notice of revocation) under power of attorney dated \_\_\_\_\_ registered no \_\_\_\_\_ in the presence of:

SIGNED by \_\_\_\_\_  
\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

**OR**

SIGNED by \_\_\_\_\_  
\_\_\_\_\_  
Signature of Witness

AS TENANT in the presence of:  
\_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: \_\_\_\_\_  
\_\_\_\_\_  
SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

**TENANT 2**

Executed by: \_\_\_\_\_  
in accordance with Section 127 of the *Corporations Act 2001* (Cth).

Director/Secretary \_\_\_\_\_  
\_\_\_\_\_  
Name of Director/Secretary (BLOCK LETTERS)

Director \_\_\_\_\_  
\_\_\_\_\_  
Name of Director (BLOCK LETTERS)

**OR** (only complete this part if signing as attorney for the Tenant)

the duly constituted **attorney** of the TENANT (who states s/he has received no notice of revocation) under power of attorney dated \_\_\_\_\_ registered no \_\_\_\_\_ in the presence of:

SIGNED by \_\_\_\_\_  
\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

**OR**

SIGNED by \_\_\_\_\_  
\_\_\_\_\_  
Signature of Witness

AS TENANT in the presence of:  
\_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: \_\_\_\_\_  
\_\_\_\_\_  
SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

**EXECUTION BY THE GUARANTOR**

N/A

SIGNED by

\_\_\_\_\_

AS GUARANTOR in the presence of:

\_\_\_\_\_  
Name of Guarantor (BLOCK LETTERS)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

SUBURB:

\_\_\_\_\_

STATE:

\_\_\_\_\_

POSTCODE:

\_\_\_\_\_

SIGNED by

\_\_\_\_\_

AS GUARANTOR in the presence of:

\_\_\_\_\_  
Name of Guarantor (BLOCK LETTERS)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

SUBURB:

\_\_\_\_\_

STATE:

\_\_\_\_\_

POSTCODE:

\_\_\_\_\_

# COMMERCIAL TENANCY AGREEMENT CONDITIONS

## IT IS AGREED

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Terms in Reference Schedule

Where a term used in this Agreement appears in bold type in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

#### 1.2 Definitions

Unless the context otherwise requires:

- (1) **"Agreement"** means this document, including any Schedule or Annexure to it;
- (2) **"Building"** means the building of which the Premises forms part;
- (3) **"Business Day"** means a day that is not a Saturday, Sunday or any other day which is a Public Holiday or a Bank Holiday in the place where an act is to be performed or a payment is to be made;
- (4) **"Claim"** includes any claim or legal action and all costs and expenses incurred in connection with it;
- (5) **"Default Interest Rate"** means the Standard Default Contract Rate applying at the due date published by the Queensland Law Society Inc.;
- (6) **"GST"** means a goods and services tax or similar value added tax;
- (7) **"Land"** means the Land on which the Premises are situated;
- (8) **"Lessor's Property"** means any property owned by the Lessor in the Premises or on the Land and includes the property identified in any inventory annexed to this Agreement;
- (9) **"Outgoings"** means the following charges levied or expenses payable in respect of the Premises, the Land or the Building (as the case requires):
  - (a) Rates and charges that a local government imposes and levies collected by a local government on behalf of the State of Queensland;
  - (b) Insurance premiums (including building, fire, loss of rent, plate glass and public liability) payable by the Lessor;
  - (c) Land tax;
  - (d) Body Corporate fees and levies (including but not limited to Administrative Fund levies and Sinking Fund levies); and
  - (e) the additional outgoings referred to in Item 10(b) of the Reference Schedule;
- (10) **"Premises"** means the premises described in Item 4 of the Reference Schedule and includes the Lessor's Property in the Premises;
- (11) **"REIQ"** means The Real Estate Institute of Queensland Ltd;
- (12) **"Tenancy"** means the tenancy between the Lessor and the Tenant created by this Agreement;
- (13) **"Tenant's Employees"** means each of the Tenant's employees, contractors, agents, customers, subtenants, licensees or others (with or without invitation) who may be on the Premises, the Building or the Land;
- (14) **"Tenant's Property"** includes all fixtures and other articles in the Premises which are not the Lessor's;
- (15) **"Tenant's Services"** means all utilities and services in or provided to the Premises and without limiting the generality of the foregoing shall include provision of electricity, gas, water, waste disposal, sewerage, telephone and data services; and
- (16) **"Term"** means either a periodic monthly tenancy or the period of months or years described in Item 5 of the Reference Schedule, as applicable, commencing on the date in Item 5 in the Reference Schedule.

#### 1.3 Interpretation

- (1) Reference to:
  - (a) one gender includes each other gender;
  - (b) the singular includes the plural and the plural includes the singular;
  - (c) a person includes a body corporate;
  - (d) a party includes the party's executors, administrators, successors and permitted assigns; and
  - (e) a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
    - (i) that Statutory Provision as amended or re-enacted from time to time; and
    - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) All monetary amounts are in Australian dollars, unless otherwise stated.
- (3) If a party consists of more than one person, this Agreement binds them jointly and each of them severally.
- (4) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
- (5) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (6) "Including" and similar expressions are not words of limitation.
- (7) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (8) If an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day.
- (9) Where this Tenancy permits or requires the Lessor to do something, it may be done by a person authorised by the Lessor.
- (10) Sections 105 and 107 of the **Property Law Act 1974 (Qld)** do not apply to this Tenancy.

### 2. TERM AND HOLDING OVER

#### 2.1 Term

The Lessor lets the Premises to the Tenant and the Tenant accepts the Premises as tenant for the Term.

2.2 The Tenant may exercise an option to renew this Agreement for the further term if clause 15 applies.

#### 2.3 Monthly Tenancy

If the Tenant continues to occupy the Premises after the Term with the Lessor's consent then:

- (1) the Tenant does so as a monthly Tenant on the same basis as at the last day of the Term; and
- (2) either party may terminate the monthly tenancy by giving to the other one (1) month's notice expiring on any day.

### 3. RENT AND RENT REVIEWS

#### 3.1 Rent

The Tenant must:

- (1) pay the Rent by equal monthly instalments in advance on the first day of each month;
- (2) pay the first instalment on the signing of this Agreement;
- (3) if necessary, pay the first and last instalments apportioned on a daily basis; and
- (4) pay all instalments as the Lessor directs.

### 3.2 Definitions

In clause 3.3:

- (1) **"Index Number"** means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that index no longer exists, "Index Number" means an index that the Chief Executive Officer of the REIQ decides best reflects changes in the cost of living in Brisbane; and
- (2) **"Review Date"** means a date which is stated in Item 8 of the Reference Schedule as a date from which the rent is to be reviewed.

### 3.3 Rent Review

#### (1) Application

This clause 3.3 applies if there is a Review Date.

#### (2) Review

The Rent must be reviewed as from each Review Date to an amount represented by:

If an Index Review, then A where:

$$A = \frac{B \times D}{C}$$

Where B = the Index Number for the quarter ending immediately before the relevant Review Date.

Where C = the Index Number for the quarter one (1) year before the quarter in B; and

Where D = the Rent payable immediately before the Review Date.

Or if a Fixed Increase, then A where:

$$A = B + B \times C$$

Where B = the Rent payable immediately before the Review Date.

Where C = the percentage stated in Item 8 of the Reference Schedule.

- (3) Time is not of the essence in respect of the review of Rent.

## 4. OUTGOINGS

- (1) The Tenant must pay the Lessor the whole, or where a percentage is stated in Item 10(a) of the Reference Schedule that percentage of the Outgoings for the Premises, or the property of which the Premises is part as applicable.
- (2) Outgoings are payable to the Lessor within fourteen (14) days of production to the Tenant of a copy of the Lessor's assessment notice or account.

## 5. USE OF THE PREMISES

### 5.1 Permitted Use

The Tenant must only use the Premises for the Permitted Use.

### 5.2 Restrictions on use

The Tenant must not:

- (1) disturb the occupants of adjacent premises;
- (2) display any signs without the Lessor's written consent which must not be unreasonably withheld;
- (3) overload any Tenant's Services;
- (4) damage the Lessor's Property;
- (5) alter the Premises, install any partitions or equipment or do any building work without the Lessor's prior written consent;
- (6) do anything that may invalidate the Lessor's insurance or increase the Lessor's premiums; or
- (7) do anything unlawful or illegal on the Premises.

### 5.3 Tenant's Services

The Tenant shall be responsible for payment for all Tenant's Services provided directly to the Premises.

## 6. MAINTENANCE AND REPAIR

### 6.1 Repair

The Tenant must:

- (1) keep the Premises in good repair and condition except for fair wear and tear, inevitable accident and inherent structural defects; and
- (2) fix any damage caused by the Tenant or the Tenant's Employees.

### 6.2 Cleaning and Maintenance

The Tenant must:

- (1) keep the Premises clean and tidy; and
- (2) keep the Tenant's Property clean and maintained in good order and condition.

### 6.3 Lessor's Right to Inspect and Repair

- (1) The Lessor may enter the Premises for inspection or to carry out maintenance, repairs or building work at any reasonable time after giving notice to the Tenant. In an emergency, the Lessor may enter at any time without giving the Tenant notice.
- (2) The Lessor may carry out any of the Tenant's obligations on the Tenant's behalf if the Tenant does not carry them out on time. If the Lessor does so, the Tenant must promptly pay the Lessor's costs.

## 7. ASSIGNMENT AND SUBLETTING

**7.1** The Tenant must obtain the Lessor's consent before the Tenant assigns, sublets or deals with its interest in the Premises.

**7.2** The Lessor must give its consent if:

- (1) the Tenant satisfies the Lessor that the new tenant is financially secure and has the ability to carry out the Tenant's obligations under this Tenancy;
- (2) the new tenant signs any agreement and gives any security which the Lessor reasonably requires;
- (3) the Tenant complies with any other reasonable requirements of the Lessor;
- (4) the Tenant is not in breach of the Tenancy; and
- (5) the Tenant pays the Lessor's reasonable costs of giving its consent.

## 8. TENANT'S RELEASE AND INDEMNITY

**8.1** The Tenant occupies and uses the Premises at its own risk. The Tenant also carries out building work in the Premises at its risk.

**8.2** The Tenant releases the Lessor from and indemnifies it against all Claims for damages, loss, injury or death:

- (1) if it:
  - (a) occurs in the Premises;
  - (b) arises from the use of the Services in the Premises; or
  - (c) arises from the overflow or leakage of water from the Premises,except to the extent that it is caused by the Lessor's deliberate act or negligence; and
- (2) if it arises from the negligence or default of the Tenant or the Tenant's employees, except to the extent that it is caused by the Lessor's deliberate act or negligence.

**8.3** The Lessor must do everything reasonable to ensure the Tenant's Services operate efficiently during normal working hours.

8.4 Except to the extent that any interruption to the operation of the Tenant's Services is caused by the Lessor's deliberate act or negligence then in the event that the Tenant's Services do not operate efficiently the Tenant shall:-

- (a) have no right to claim compensation against the Lessor; and
- (b) have no right to terminate this Agreement.

8.5 The Tenant releases the Lessor from and indemnifies the Lessor against any Claim or costs arising from anything the Lessor is permitted to do under this Tenancy.

## 9. DEFAULT AND TERMINATION

### 9.1 Default

The Tenant defaults under this Agreement if:

- (1) the Rent or any money payable by the Tenant is unpaid for fourteen (14) days;
- (2) the Tenant breaches any other term of this Agreement;
- (3) the Tenant assigns its property for the benefit of creditors;
- (4) the Tenant becomes a bankrupt person within the meaning of the *Bankruptcy Act 1966 (Cth)*; or
- (5) the Tenant becomes an externally-administered body corporate within the meaning of the *Corporations Act 2001 (Cth)*.

### 9.2 Forfeiture of Tenancy

If the Tenant defaults and does not remedy the default when the Lessor requires it to do so, the Lessor may, subject to its obligations under s 124 of the *Property Law Act 1974 (Qld)*, do any one or more of the following after giving any notice required by law:

- (1) re-enter and take possession of the Premises;
- (2) by notice to the Tenant, terminate this Agreement;
- (3) by notice to the Tenant, convert the unexpired portion of the Term into a tenancy from month to month;
- (4) exercise any of its other legal rights;
- (5) recover from the Tenant any loss suffered by the Lessor due to the Tenant's default.

## 10. TERMINATION OF TERM

### 10.1 Tenant's Obligations

At the end of the Term the Tenant must:

- (1) vacate the Premises and give them back to the Lessor in the condition required by clause 6.1(1);
- (2) remove all the Tenant's Property from the Premises;
- (3) repair any damage caused by removal of the Tenant's Property and leave the Premises clean; and
- (4) return all keys, security passes and cards held by it or the Tenant's Employees.

### 10.2 Failure to Remove Tenant's Property

If the Tenant does not remove the Tenant's Property at the end of the Term, the Lessor may:

- (1) remove and store the Tenant's Property at the Tenant's risk and expense; or
- (2) treat the Tenant's Property as abandoned, in which case title in the Tenant's Property passes to the Lessor who may deal with it as it thinks fit without being liable to account to the Tenant.

## 11. DAMAGE AND DESTRUCTION

### 11.1 Rent Reduction

If the Premises are damaged or destroyed and as a result the Tenant cannot use or gain access to the Premises then from the date that the Tenant notifies the Lessor of the damage or destruction the Lessor:

- (1) must reduce the Rent and any other money owing to the Lessor by a reasonable amount depending on the type, extent and effect of damage or destruction; and
- (2) cannot enforce clause 6.1 against the Tenant; until the Premises are fit for use or accessible.

### 11.2 Tenant May Terminate

The Tenant may terminate this lease by notice to the Lessor unless the Lessor:

- (1) within three (3) months of receiving the Tenant's notice of termination, notifies the Tenant that the Lessor will reinstate the Premises; and
- (2) carries out the reinstatement works within a reasonable time.

### 11.3 Exceptions

Clauses 11.1 and 11.2 do not apply where:

- (1) the damage or destruction was caused by or contributed to, or arises from any wilful act of the Tenant or the Tenant's Employees; or
- (2) an insurer under any policy effected by the Lessor refuses indemnity or reduces the sum payable under the policy because of any act or default of the Tenant or the Tenant's Employees.

### 11.4 Lessor May Terminate

If the Lessor considers the damage to the Premises renders it impractical or undesirable to reinstate the Premises or the Building, it may terminate this lease by giving the Tenant at least one (1) month's notice ending on any day of the month. At the end of that month's notice, this lease ends.

### 11.5 Dispute Resolution

- (1) Any dispute under this clause 11 must be determined by an independent qualified Valuer appointed by the Chief Executive Officer of the REIQ at the request of either party.
- (2) In making the determination, the Valuer acts as an expert and the determination is final and binding on both parties.
- (3) The cost of the determination must be paid by the parties equally unless otherwise decided by the Valuer.

### 11.6 Lessor Not Obligated to Reinstate

- (1) Nothing in this lease obliges the Lessor to reinstate the Building or the Premises or the means of access to them.
- (2) When reinstating the Building or the Premises, the Lessor is entitled to change their design, fabric, character or dimensions to comply with any law or lawful requirement.

### 11.7 Antecedent Rights

Termination under this clause 11 does not effect either parties' accrued rights before termination.

## 12. INTEREST FOR LATE PAYMENT

Without affecting the Lessor's other rights, if the Tenant does not pay any money owing to the Lessor under this Agreement within fourteen (14) days after the due date, the Tenant must pay interest on that money calculated at the Default Interest Rate from the due date for payment until payment is made.

### 13. DUTY

The Tenant must pay stamp duty on this lease, if applicable, and other government imposts payable in connection with this Agreement and all other documents and matters referred to in this Agreement when due or earlier if requested in writing by the Lessor.

### 14. GOODS AND SERVICES TAX

If a GST is imposed on any supply made to the Tenant under or in accordance with this Tenancy, the amount the Tenant must pay for that supply is increased by the amount of that GST.

### 15. OPTION FOR FURTHER TENANCY

15.1 This clause 15 applies if item 6 of the Reference Schedule is completed with a period of a further term.

15.2 If the Tenant:

- (1) wishes to lease the Premises for the further term; and
- (2) gives notice to that effect to the Lessor strictly in accordance with the timeframes in item 6 of the Reference Schedule; and
- (3) has not breached this Agreement or if breached such breach has been waived by the Lessor or remedied,

the Lessor must, subject to clause 15.6, grant to and the Tenant must take a further tenancy (**New Tenancy**) of the Premises on the terms and conditions set out in clause 15.3.

15.3 The New Tenancy will be on the same terms and conditions as this Agreement except that:

- (1) the Rent for the New Tenancy will be the amount agreed between the Lessor and the Tenant or, failing agreement by the date the Term expires, the market rent for the Premises determined by an independently qualified Valuer (acting as an expert) in accordance with clause 15.4;
- (2) the Commencement Date will be the day after the Term expires; and
- (3) the New Tenancy will omit this clause 15 unless there is more than one option of renewal set out in item 6 of the Reference Schedule.

15.4 If the Rent is to be determined according to the market under clause 15.3(1), the Valuer is to be nominated by the Chief Executive Officer of the REIQ at the request of either party. The following additional terms apply:

- (1) the Valuer's decision is final and binding on the parties;
- (2) the Valuer's costs must be paid by the Lessor and the Tenant equally. Either party may pay the Valuer's costs and recover one half of the amount paid from the other party on demand; and
- (3) if the Rent for the New Tenancy is not determined by the date the Term expires, then:
  - (a) until the Valuer determines the Rent for the New Tenancy, the Tenant must continue to pay the existing Rent; and
  - (b) when the Valuer's decision is made under this clause 15(4), the parties will make an adjustment for any over or under payment of the Rent.

15.5 Before transferring any interest in the Land, the Lessor must obtain a signed deed from the transferee containing covenants in favour of the Tenant that the transferee will be bound by the terms of this Agreement and will not transfer its interest in the Land unless it obtains a similar deed from its transferee.

15.6 If there is a Guarantor under this Agreement, the Lessor is not required to grant the New Tenancy unless the Tenant obtains a further guarantee on the same terms of the due and punctual performance of the Tenant's obligations under this Agreement by the Guarantor or any other replacement guarantor acceptable to the Lessor.

### 16. DEPOSIT AND COMMISSION

16.1 The Tenant must pay the Deposit to the Lessor's Agent on signing this Agreement.

16.2 The Deposit must be applied against the Rent payable by the Tenant on the commencement of the Term.

16.3 The Lessor agrees to pay the Agent's commission to the Lessor's Agent and authorises the Agent to draw the commission on the commencement of the Term from money received from the Tenant in payment of Rent.

### 17. NOTICES

17.1 Any notice given or required by this Agreement to be given to a party ("the addressee") must be in writing and, without prejudice to any other lawful method of service, shall be deemed to have been sufficiently given if it is sent to a facsimile number or email address which has been stated for the addressee in this Agreement or otherwise provided by the addressee to the sender.

17.2 Any such notice sent to a facsimile number shall be deemed to have been received by the addressee when the sender obtains a clear transmission report.

17.3 Any such notice sent to an email address shall be deemed to have been received by the addressee when it is capable of being retrieved by the addressee at the email address in accordance with section 24 of the **Electronic Transactions (Queensland) Act 2001**.

17.4 Any such notice may also be given in the manner provided in section 109X of the **Corporations Act 2001 (Cth)** as if it were being served for the purposes stated in that section or in accordance with the provisions of section 347 of the **Property Law Act 1974 (Qld)**.

### 18. GUARANTEE AND INDEMNITY

18.1 Where Item 3 of the Reference Schedule is completed with the name or names of any person or persons then the succeeding provisions of this clause 18 shall apply.

18.2 The Guarantor (and jointly and severally where there is more than one Guarantor) guarantees to the Lessor the timely payment by the Tenant of the Rent and other moneys agreed to be paid by the Tenant under this Agreement and the timely compliance with all the terms by which the Tenant is bound under this Agreement.

18.3 The Guarantor will at all times pay to the Lessor on demand and indemnify and keep the Lessor indemnified from and against all losses which the Lessor may suffer or incur consequent upon or arising out of any failure by the Tenant to comply with the terms in a timely manner.



**DOCUMENTS  
FOR YOUR READING &  
RETENTION**

*There is no need to return any of the contents of this package to us.  
It can be fully retained by you.*

**N & K MULLER SUPERANNUATION  
FUND**

**ABN: 95 615 230 767**

Trustees: Karen Muller & Neil Muller

**Financial Statements & Tax Return  
For the year ended 30 June 2021**

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# N & K MULLER SUPERANNUATION FUND

## Reports

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**N & K MULLER SUPERANNUATION FUND****Statement of Financial Position****as at 30 June 2021**

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	Note	2021 \$	2020 \$
<b>Assets</b>			
Investments			
Direct Property	6A	3,182,500	1,900,000
Other Assets			
Cash At Bank		65,706	79,070
<b>Total Assets</b>		<b><u>3,248,206</u></b>	<b><u>1,979,070</u></b>
<b>Liabilities</b>			
Other Creditors and Accruals		2,200	-
Income Tax Payable		3,789	9,212
Other Taxes Payable		30,452	7,198
<b>Total Liabilities</b>		<b><u>36,441</u></b>	<b><u>16,410</u></b>
<b>Net Assets Available to Pay Benefits</b>		<b><u>3,211,765</u></b>	<b><u>1,962,660</u></b>
<i>Represented by:</i>			
<b>Liability for Accrued Benefits</b>			
	2		
Mr Neil Muller		1,622,988	997,200
Mrs Karen Muller		1,588,778	965,460
<b>Total Liability for Accrued Benefits</b>		<b><u>3,211,765</u></b>	<b><u>1,962,660</u></b>

*The accompanying notes form part of these financial statements.  
This report should be read in conjunction with the accompanying compilation report.*

**N & K MULLER SUPERANNUATION FUND**  
**Operating Statement**  
**For the period 1 July 2020 to 30 June 2021**

	Note	2021 \$	2020 \$
<b>Income</b>			
Member Receipts			
Contributions			
Member		650,000	50,000
Investment Gains			
Increase in Market Value	8A	405,397	39,759
Investment Income			
Interest	7A	-	160
Rent	7B	262,090	141,278
		<u>1,317,487</u>	<u>231,196</u>
<b>Expenses</b>			
Member Payments			
Pensions Paid		38,720	35,330
Other Expenses			
Audit Fees		500	500
Bank Fees		24	12
Fund Administration Fee		5,786	3,686
Property Expenses		1,244	-
SMSF Supervisory Levy		518	-
		<u>46,792</u>	<u>39,528</u>
		<u>1,270,695</u>	<u>191,668</u>
<b>Benefits Accrued as a Result of Operations before Income Tax</b>			
<b>Income Tax</b>			
Income Tax Expense		21,589	17,801
		<u>21,589</u>	<u>17,801</u>
		<u>1,249,106</u>	<u>173,867</u>
<b>Benefits Accrued as a Result of Operations</b>			

*The accompanying notes form part of these financial statements.  
This report should be read in conjunction with the accompanying compilation report.*

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**N & K MULLER SUPERANNUATION FUND**  
**Notes to the Financial Statements**  
**As at 30 June 2021**

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**Note 1 - Statement of Significant Accounting Policies**

The following significant accounting policies have been adopted in the preparation and presentation of the financial statements. They have been consistently applied in the current and previous periods unless otherwise stated to ensure the financial information satisfies the concept of relevance and reliability.

**(a) Statement of Compliance**

The trustees have prepared the financial statements on the basis that the superannuation fund is a non-reporting entity because the members are able to command the preparation of tailored reports so as to satisfy specifically all of their information needs and there are no other users dependent on the financial statements. The financial statements are therefore special purpose financial statements that have been prepared in accordance with the legislative requirements of the *Superannuation Industry (Supervision) Act 1993* and *Regulations 1994* and the provisions of the Trust Deed. The trustees have determined that the accounting policies adopted are appropriate to meet their needs.

**(b) Basis of Preparation**

The financial statements have been prepared on a cash basis using historical costs convention unless stated otherwise. For investments and financial liabilities, they are measured at market values.

The financial statements are presented in Australian dollars, which is the functional currency of the fund.

**(c) Use of Accounting Estimates and Judgments**

The preparation of financial statements requires the trustees to make judgments, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstance, the results of which form the basis of making the judgments. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future period affected.

**(d) Cash and Cash Equivalents**

Cash and cash equivalents include cash on hand, deposits held at call with banks or financial institutions and short-term, highly liquid investments that are readily convertible to cash and are subject to an insignificant risk of change in value.

**(e) Foreign Currency**

Any foreign currency transactions during the financial year are brought to account using the exchange rate in effect at the date of the transaction. Foreign currency monetary items at reporting date are translated at the exchange rate existing at reporting date. Exchange differences are recognised in the operating statement in the period in which they arise.

**(f) Valuation of Assets**

*Investment*

An investment is initially recognised when as a result of past transactions or events, the Fund controls the future economic benefits expected to flow from the asset.

The investment assets are firstly recorded at cost, being the fair value of the consideration given. After initial recognition, they are measured at market value. Gains or losses arising from changes in market value are recognised on the Operating Statement in the periods in which they occur.

Market value as defined in s10 of *SISA 1993*, in relation to an asset, means the amount that a willing buyer of the asset could reasonably be expected to pay to acquire the asset from a willing seller if the following assumptions were made:

- i. that the buyer and the seller dealt with each other at arm's length in relation to the sale;
- ii. that the sale occurred after proper marketing of the asset;
- iii. that the buyer and the seller acted knowledgeably and prudentially in relation to the sale.

As disposal costs are generally immaterial unless otherwise stated, market value approximates fair value.

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**N & K MULLER SUPERANNUATION FUND**  
**Notes to the Financial Statements**  
**As at 30 June 2021**

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Market values for various types of investment have been determined as follows:

- i. listed securities, government and other fixed interest securities for which there is a readily available market quotation, the valuation is recorded as the last quoted sale price as at the close of business on reporting date. If the listed securities are foreign, they are also converted to Australian dollars using the exchange rate at the close of business on the reporting date;
- ii. unit trusts and managed funds are stated by reference to the unit redemption price quoted by the fund manager at the end of the reporting period;
- iii. unlisted investments are stated at the Trustees' valuation based on estimated market value at balance date; or where necessary, upon external valuers' expert opinions;
- iv. Investment properties are carried at market value and are held for the purpose of generating long-term rental yields and capital appreciation. The Trustees give consideration to the value of the investment property each financial year and revalue when a significant event occurs or when deemed appropriate. Where an external valuation has been obtained, the valuation is based on objective and supportable data and has been carried out by a property valuation service provider or qualified independent valuer as appropriate.

#### *Financial Liabilities*

The Fund initially recognises a financial liability on the date it becomes a party to the contractual provisions of the instrument.

Financial liabilities including credit balances of hedging instruments and derivatives are measured at market values as at the reporting date. Any change in market values of the financial liabilities since the beginning of the reporting period shall be included in the profit or loss for the reporting period. As disposal costs are generally immaterial, unless otherwise stated, market value approximates fair value.

#### *Receivables and Payables*

Current assets such as accounts receivable, which are expected to be recovered within twelve months after the reporting period, are carried at nominal amounts which approximate the fair values.

Accounts payable are recognised when the Fund becomes obliged to make future payments resulting from the goods and services received, whether or not billed to the Fund and are carried at nominal amounts which are equivalent to fair values.

### **(g) Revenue Recognition**

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Fund and the revenue can be reliably measured. Revenue is measured at the fair value of consideration received or receivable. The following recognition criteria relate to the specific items of revenue the Fund receives:

#### *Interest*

The interest revenue is recognised by the Fund on a cash receipt basis, unless the Fund chooses the accrual method and the amount can be reliably measured by reference to the principal outstanding and using the effective interest rate of the instrument calculated at the acquisition or origination date.

#### *Dividend Revenue*

The entitlement to a dividend is based on the date the shares are quoted ex-dividend; the actual dividend revenue is recognised by the Fund when it is received.

#### *Distribution Revenue*

Distributions from unit trusts and managed funds are recognised as at the date the unit value is quoted ex-distributions and if not received at the end of the reporting period, are reflected in the statement of financial position as a receivable at market value.

#### *Rental Income*

Rent from investment properties is recognised by the Fund on a cash receipt basis.

#### *Movement in market values*

Changes in the market value of investments are determined as the difference between the market value at balance date or consideration received (if sold during the year) and the market value as at the prior year end or cost (if the investment was acquired during the period). All movements are recognised in the Operating Statement.

*This report should be read in conjunction with the accompanying compilation report.*

**N & K MULLER SUPERANNUATION FUND**  
**Notes to the Financial Statements**  
**As at 30 June 2021**

*Contributions and Rollovers In*

Contributions and rollovers in are recognised when the control and the benefits from the revenue have been attained and are recorded by the Fund, gross of any taxes, in the period to which they relate.

The financial report was authorised for issue on 01 September 2021 by the trustee of the fund.

**Note 2 – Liability for Accrued Benefits**

The liability for accrued benefits represents the fund's present obligation to pay benefits to members and beneficiaries and has been calculated as the difference between the carrying amount of the assets and the carrying amount of the other payables and income tax liabilities as at the end of the reporting period. Changes in the Liability for Accrued Benefits are as follows:

	<b>Current</b>	<b>Previous</b>
<b>Liability for Accrued Benefits at beginning of period</b>	1,962,660	1,788,793
Benefits Accrued during the period	1,287,826	209,197
Benefits Paid during the period	(38,720)	(35,330)
<b>Liability for Accrued Benefits at end of period</b>	<b>3,211,765</b>	<b>1,962,660</b>

Any amount in the Unallocated Contributions account represent amounts that have been received by the fund from either the members of the fund or a third party but have not been allocated to any specific member as at the reporting date. It is the intention of the trustee to allocate any such amounts recorded as unallocated contributions within 28 days following the end of the month to specific fund member, which will increase the liability for members accrued benefits.

**Note 3 – Vested Benefits**

Vested benefits are benefits which are not conditional upon continued membership of the fund (or any factor other than resignation from the plan) and include benefits which members were entitled to receive had they terminated their fund membership as at the reporting period.

	<b>Current</b>	<b>Previous</b>
<b>Vested Benefits at beginning of period</b>	1,962,660	1,788,793
Benefits Accrued during the period	1,287,826	209,197
Benefits Paid during the period	(38,720)	(35,330)
<b>Vested Benefits at end of period</b>	<b>3,211,765</b>	<b>1,962,660</b>

**Note 4 – Guaranteed Benefits**

No guarantees have been made in respect of any part of the liability for accrued benefits.

**Note 5 – Funding Arrangements**

No fixed funding arrangements were in place for the Fund as at year end.

**Note 6A – Direct Property**

	<b>Current</b>	<b>Previous</b>
At market value:		
15-17 Kabi Circuit, Deception Bay	2,400,000	1,900,000
19-21 Kabi Circuit, Deception Bay	782,500	0
	<b>3,182,500</b>	<b>1,900,000</b>

**Note 7A – Interest**

	<b>Current</b>	<b>Previous</b>
CBA Cash A/C 1023 1673	0	160
	<b>0</b>	<b>160</b>

*This report should be read in conjunction with the accompanying compilation report.*

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**N & K MULLER SUPERANNUATION FUND**  
**Notes to the Financial Statements**  
**As at 30 June 2021**

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**Note 7B – Rent**

	<b>Current</b>	<b>Previous</b>
15-17 Kabi Circuit, Deception Bay	217,090	141,278
19-21 Kabi Circuit, Deception Bay	45,000	0
	<u>262,090</u>	<u>141,278</u>

**Note 8A – Increase in Market Value**

	<b>Current</b>	<b>Previous</b>
<b>Direct Property</b>		
15-17 Kabi Circuit, Deception Bay	436,558	39,759
19-21 Kabi Circuit, Deception Bay	(31,161)	0
	<u>405,397</u>	<u>39,759</u>

*This report should be read in conjunction with the accompanying compilation report.*

## N & K MULLER SUPERANNUATION 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 (%)
<b><u>Bank</u></b>								
CBA Cash A/C 1023 1673				65,706	65,706			2%
				<b>65,706</b>	<b>65,706</b>			<b>2%</b>
<b><u>Property Direct Market</u></b>								
15-17 Kabi Circuit, Deception Bay	1	1,738,297.2900	2,400,000.0000	1,738,297	2,400,000	661,703	38%	74%
19-21 Kabi Circuit, Deception Bay	1	813,661.2600	782,500.0000	813,661	782,500	(31,161)	(4)%	24%
				<b>2,551,959</b>	<b>3,182,500</b>	<b>630,541</b>	<b>25%</b>	<b>98%</b>
				<b>2,617,665</b>	<b>3,248,206</b>	<b>630,541</b>	<b>24%</b>	<b>100%</b>

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.

## N & K MULLER SUPERANNUATION FUND

### Investment Income Summary

For the period 1 July 2020 to 30 June 2021

	Add			Less			Taxable Income (excluding Capital Gains)	Indexed Capital Gains *	Discounted Capital Gains *	Other Capital Gains *	CGT Concession Amount *	
	Franking Credits	Foreign Credits	TFN Credits	Tax Free	Tax Exempt	Tax Deferred						Distributed Capital Gains
<b>Property Direct Market</b>												
15-17 Kabi Circuit, Deception Bay	0	0	0	0	0	0	217,090	0	0	0	0	0
238,799												
19-21 Kabi Circuit, Deception Bay	0	0	0	0	0	0	45,000	0	0	0	0	0
49,500												
<b>288,299</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>262,090</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>288,299</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>262,090</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

**N & K MULLER SUPERANNUATION FUND**  
(ABN: 95 615 230 767)

**Member Benefit Statement**

<b>Period</b>	<b>Member Account Details</b>
1 July 2020 - 30 June 2021	Residential Address: 35 Redgum Drive Morayfield, QLD 4506
<b>Member</b>	Date of Birth: 10 October 1957
Mrs Karen Ann Muller	Date Joined Fund: 1 September 2008
	Eligible Service Date: 1 September 2008
<b>Accumulation Account</b>	Tax File Number Held: Yes
Accumulation	Account Start Date: 1 September 2008

<b>Your Account Summary</b>	
<b>Withdrawal Benefit</b> as at 1 Jul 2020	21,471
<i><u>Increases to your account:</u></i>	
Member Contributions	325,000
Share Of Net Fund Income	2,089
Transfers In	917,316
<b><u>Total Increases</u></b>	<b>1,244,405</b>
<i><u>Decreases to your account:</u></i>	
Contributions Tax	3,750
Tax on Net Fund Income	2,707
Transfers Out	960,026
<b><u>Total Decreases</u></b>	<b>966,483</b>
<b>Withdrawal Benefit</b> as at 30 Jun 2021	<b>299,393</b>

<b>Your Tax Components</b>		
Tax Free	100.0000 %	299,393
Taxable - Taxed		-
Taxable - Untaxed		-
<b>Your Preservation Components</b>		
Preserved		-
Restricted Non Preserved		-
Unrestricted Non Preserved		299,393

<b>Your Insurance Benefits</b>
No insurance details have been recorded

<b>Your Beneficiaries</b>
<b>Binding Beneficiary Nomination*</b>
Non-Lapsing BDBN
If my husband, Neil Alexander Muller, fails to survive me, or dies before my entire Legal benefit is paid to him, then pay 100% of my benefit to my Legal Personal Representative for Distribution according to my will.
* Nomination in effect from <b>4 March 2016</b>

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**N & K MULLER SUPERANNUATION FUND**  
(ABN: 95 615 230 767)

**Member Benefit Statement**

<b>Period</b>	<b>Member Account Details</b>
1 July 2020 - 30 June 2021	Residential Address: 35 Redgum Drive Morayfield, QLD 4506
<b>Member</b>	Date of Birth: 10 October 1957
Number: MULLEK0	Date Joined Fund: 1 September 2008
<b>Mrs Karen Ann Muller</b>	Eligible Service Date: 1 September 2008
<b>Pension Account</b>	Tax File Number Held: Yes
<b>86% Taxable Pension Account</b>	Account Start Date: 1 July 2014

<b>Your Account Summary</b>	
Withdrawal Benefit as at 1 Jul 2020	751,536
<u>Decreases to your account:</u>	
Transfers Out	751,536
<u>Total Decreases</u>	751,536
Withdrawal Benefit as at 30 Jun 2021	-

<b>Your Tax Components</b>	
Tax Free	0.0000 %
Taxable - Taxed	-
Taxable - Untaxed	-
<b>Your Preservation Components</b>	
Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	-

**Your Insurance Benefits**  
No insurance details have been recorded

**Your Beneficiaries**  
**Binding Beneficiary Nomination\***  
Non-Lapsing BDBN  
If my husband, Neil Alexander Muller, fails to survive me, or dies before my entire Legal benefit is paid to him, then pay 100% of my benefit to my Legal Personal Representative for Distribution according to my will.  
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**N & K MULLER SUPERANNUATION FUND**  
(ABN: 95 615 230 767)

**Member Benefit Statement**

<b>Period</b>	<b>Member Account Details</b>
1 July 2020 - 30 June 2021	Residential Address: 35 Redgum Drive Morayfield, QLD 4506
<b>Member</b>	Date of Birth: 10 October 1957
Mrs Karen Ann Muller	Date Joined Fund: 1 September 2008
	Eligible Service Date: 1 September 2008
<b>Pension Account</b>	Tax File Number Held: Yes
100% Taxable Pension 2017	Account Start Date: 1 July 2016

<b>Your Account Summary</b>	
Withdrawal Benefit as at 1 Jul 2020	93,825
<u>Decreases to your account:</u>	
Transfers Out	93,825
<u>Total Decreases</u>	93,825
Withdrawal Benefit as at 30 Jun 2021	-

<b>Your Tax Components</b>	
Tax Free	0.0000 %
Taxable - Taxed	-
Taxable - Untaxed	-
<b>Your Preservation Components</b>	
Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	-

**Your Insurance Benefits**  
No insurance details have been recorded

**Your Beneficiaries**  
**Binding Beneficiary Nomination\***  
Non-Lapsing BDBN  
If my husband, Neil Alexander Muller, fails to survive me, or dies before my entire Legal benefit is paid to him, then pay 100% of my benefit to my Legal Personal Representative for Distribution according to my will.  
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**N & K MULLER SUPERANNUATION FUND**  
(ABN: 95 615 230 767)

**Member Benefit Statement**

<b>Period</b>	<b>Member Account Details</b>
1 July 2020 - 30 June 2021	Residential Address: 35 Redgum Drive Morayfield, QLD 4506
<b>Member</b>	Date of Birth: 10 October 1957
Number: MULLEK0	Date Joined Fund: 1 September 2008
<b>Mrs Karen Ann Muller</b>	Eligible Service Date: 1 September 2008
<b>Pension Account</b>	Tax File Number Held: Yes
<b>80.66% Taxable Pension 2017</b>	Account Start Date: 30 June 2017

<b>Your Account Summary</b>	
<b>Withdrawal Benefit</b> as at 1 Jul 2020	<b>47,273</b>
<i>Decreases to your account:</i>	
Transfers Out	47,273
<u>Total Decreases</u>	<u>47,273</u>
<b>Withdrawal Benefit</b> as at 30 Jun 2021	<b>-</b>

<b>Your Tax Components</b>	
Tax Free	0.0000 %
Taxable - Taxed	-
Taxable - Untaxed	-
<b>Your Preservation Components</b>	
Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	-

**Your Insurance Benefits**  
No insurance details have been recorded

**Your Beneficiaries**  
**Binding Beneficiary Nomination\***  
Non-Lapsing BDBN  
If my husband, Neil Alexander Muller, fails to survive me, or dies before my entire Legal benefit is paid to him, then pay 100% of my benefit to my Legal Personal Representative for Distribution according to my will.  
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**N & K MULLER SUPERANNUATION FUND**  
(ABN: 95 615 230 767)

**Member Benefit Statement**

<b>Period</b>	<b>Member Account Details</b>
1 July 2020 - 30 June 2021	Residential Address: 35 Redgum Drive Morayfield, QLD 4506
<b>Member</b>	Date of Birth: 10 October 1957
Mrs Karen Ann Muller	Date Joined Fund: 1 September 2008
	Eligible Service Date: 1 September 2008
<b>Pension Account</b>	Tax File Number Held: Yes
95% Taxable Pension 2018	Account Start Date: 30 June 2018

<b>Your Account Summary</b>	
Withdrawal Benefit as at 1 Jul 2020	26,672
<i>Increases to your account:</i>	
Share Of Net Fund Income	8,714
<u>Total Increases</u>	<u>8,714</u>
<i>Decreases to your account:</i>	
Pension Payments	530
<u>Total Decreases</u>	<u>530</u>
<b>Withdrawal Benefit as at 30 Jun 2021</b>	<b><u>34,856</u></b>

<b>Your Tax Components</b>		
Tax Free	4.5632 %	1,591
Taxable - Taxed		33,266
Taxable - Untaxed		-
<b>Your Preservation Components</b>		
Preserved		-
Restricted Non Preserved		-
Unrestricted Non Preserved		34,856

<b>Your Insurance Benefits</b>	
No insurance details have been recorded	

**Your Beneficiaries**

**Binding Beneficiary Nomination\***

Non-Lapsing BDBN  
If my husband, Neil Alexander Muller, fails to survive me, or dies before my entire Legal benefit is paid to him, then pay 100% of my benefit to my Legal Personal Representative for Distribution according to my will.  
\* Nomination in effect from 4 March 2016

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**N & K MULLER SUPERANNUATION FUND**  
(ABN: 95 615 230 767)

**Member Benefit Statement**

<b>Period</b>	<b>Member Account Details</b>
1 July 2020 - 30 June 2021	Residential Address: 35 Redgum Drive Morayfield, QLD 4506
<b>Member</b>	Date of Birth: 10 October 1957
Mrs Karen Ann Muller	Date Joined Fund: 1 September 2008
	Eligible Service Date: 1 September 2008
<b>Pension Account</b>	Tax File Number Held: Yes
100% Taxable Pension 2019	Account Start Date: 24 June 2019

<b>Your Account Summary</b>	
Withdrawal Benefit as at 1 Jul 2020	24,682
<i>Decreases to your account:</i>	
Transfers Out	24,682
<u>Total Decreases</u>	<u>24,682</u>
Withdrawal Benefit as at 30 Jun 2021	<u><u>-</u></u>

<b>Your Tax Components</b>	
Tax Free	0.0000 %
Taxable - Taxed	-
Taxable - Untaxed	-
<b>Your Preservation Components</b>	
Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	-

**Your Insurance Benefits**  
No insurance details have been recorded

**Your Beneficiaries**  
**Binding Beneficiary Nomination\***  
Non-Lapsing BDBN  
If my husband, Neil Alexander Muller, fails to survive me, or dies before my entire Legal benefit is paid to him, then pay 100% of my benefit to my Legal Personal Representative for Distribution according to my will.  
\* Nomination in effect from 4 March 2016

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**N & K MULLER SUPERANNUATION FUND**  
(ABN: 95 615 230 767)

**Member Benefit Statement**

<b>Period</b>	<b>Member Account Details</b>
<b>1 July 2020 - 30 June 2021</b>	Residential Address: 35 Redgum Drive Morayfield, QLD 4506
<b>Member</b>	Date of Birth: 10 October 1957
Number: MULLEK0	Date Joined Fund: 1 September 2008
<b>Mrs Karen Ann Muller</b>	Eligible Service Date: 1 September 2008
<b>Pension Account</b>	Tax File Number Held: Yes
<b>85.59% Taxable Pension</b>	Account Start Date: 1 July 2020

<b>Your Account Summary</b>	
<b>Withdrawal Benefit</b> as at 1 Jul 2020	-
<i>Increases to your account:</i>	
Share Of Net Fund Income	267,983
Transfers In	820,280
<b>Total Increases</b>	<b>1,088,264</b>
<i>Decreases to your account:</i>	
Pension Payments	16,410
<b>Total Decreases</b>	<b>16,410</b>
<b>Withdrawal Benefit</b> as at 30 Jun 2021	<b>1,071,854</b>

<b>Your Tax Components</b>		
Tax Free	14.4057 %	154,408
Taxable - Taxed		917,445
Taxable - Untaxed		-
<b>Your Preservation Components</b>		
Preserved		-
Restricted Non Preserved		-
Unrestricted Non Preserved		1,071,854
<b>Your Insurance Benefits</b>		
No insurance details have been recorded		
<b>Your Beneficiaries</b>		
<b>Binding Beneficiary Nomination*</b>		
Non-Lapsing BDBN		
If my husband, Neil Alexander Muller, fails to survive me, or dies before my entire Legal benefit is paid to him, then pay 100% of my benefit to my Legal Personal Representative for Distribution according to my will.		
* Nomination in effect from <b>4 March 2016</b>		

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**N & K MULLER SUPERANNUATION FUND**  
(ABN: 95 615 230 767)

**Member Benefit Statement**

<b>Period</b>	<b>Member Account Details</b>
<b>1 July 2020 - 30 June 2021</b>	Residential Address: 35 Redgum Drive Morayfield, QLD 4506
<b>Member</b>	Date of Birth: 10 October 1957
<b>Mrs Karen Ann Muller</b>	Date Joined Fund: 1 September 2008
	Eligible Service Date: 1 September 2008
<b>Pension Account</b>	Tax File Number Held: Yes
<b>100% Taxable Pension 2020</b>	Account Start Date: 7 July 2020

<b>Your Account Summary</b>	
<b>Withdrawal Benefit</b> as at 1 Jul 2020	-
<i><u>Increases to your account:</u></i>	
Share Of Net Fund Income	45,679
Transfers In	139,746
<b><u>Total Increases</u></b>	<b>185,425</b>
<i><u>Decreases to your account:</u></i>	
Pension Payments	2,750
<b><u>Total Decreases</u></b>	<b>2,750</b>
<b>Withdrawal Benefit</b> as at 30 Jun 2021	<b>182,675</b>

<b>Your Tax Components</b>	
Tax Free	0.0000 %
Taxable - Taxed	182,675
Taxable - Untaxed	-
<b>Your Preservation Components</b>	
Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	182,675
<b>Your Insurance Benefits</b>	
No insurance details have been recorded	
<b>Your Beneficiaries</b>	
<b>Binding Beneficiary Nomination*</b>	
Non-Lapsing BDBN	
If my husband, Neil Alexander Muller, fails to survive me, or dies before my entire Legal benefit is paid to him, then pay 100% of my benefit to my Legal Personal Representative for Distribution according to my will.	
* Nomination in effect from <b>4 March 2016</b>	

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**N & K MULLER SUPERANNUATION FUND**  
(ABN: 95 615 230 767)

**Member Benefit Statement**

<b>Period</b>	<b>Member Account Details</b>
1 July 2020 - 30 June 2021	Residential Address: 35 Redgum Drive Morayfield, QLD 4506
<b>Member</b>	Date of Birth: 31 March 1956
Number: MULLEN3	Date Joined Fund: 1 September 2008
<b>Mr Neil Muller</b>	Eligible Service Date: 1 September 2008
<b>Accumulation Account</b>	Tax File Number Held: Yes
<b>Accumulation</b>	Account Start Date: 1 September 2008

**Your Account Summary**

<b>Withdrawal Benefit</b> as at 1 Jul 2020	<b>46,097</b>
<i>Increases to your account:</i>	
Member Contributions	325,000
Share Of Net Fund Income	24,126
<u>Total Increases</u>	<u>349,126</u>
<i>Decreases to your account:</i>	
Contributions Tax	3,750
Tax on Net Fund Income	12,372
<u>Total Decreases</u>	<u>16,122</u>
<b>Withdrawal Benefit</b> as at 30 Jun 2021	<b>379,101</b>

**Your Tax Components**

Tax Free	79.1345 %	300,000
Taxable - Taxed		79,101
Taxable - Untaxed		-

**Your Preservation Components**

Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	379,101

**Your Insurance Benefits**

No insurance details have been recorded

**Your Beneficiaries**

**Binding Beneficiary Nomination\***

Non-Lapsing BDBN

If my wife, Karen Ann Muller, fails to survive me, or dies before my entire Legal benefit is paid to her, then pay 100% of my benefit to my Legal Personal Representative for Distribution according to my will.

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**N & K MULLER SUPERANNUATION FUND**  
(ABN: 95 615 230 767)

**Member Benefit Statement**

<b>Period</b>	<b>Member Account Details</b>
1 July 2020 - 30 June 2021	Residential Address: 35 Redgum Drive Morayfield, QLD 4506
<b>Member</b>	Date of Birth: 31 March 1956
Number: MULLEN3	Date Joined Fund: 1 September 2008
<b>Mr Neil Muller</b>	Eligible Service Date: 1 September 2008
<b>Pension Account</b>	Tax File Number Held: Yes
<b>100% Taxable Pension 2017</b>	Account Start Date: 1 July 2016

<b>Your Account Summary</b>	
<b>Withdrawal Benefit</b> as at 1 Jul 2020	<b>891,990</b>
<i><u>Increases to your account:</u></i>	
Share Of Net Fund Income	291,505
Tax on Net Fund Income	929
<i><u>Total Increases</u></i>	<u>292,434</u>
<i><u>Decreases to your account:</u></i>	
Pension Payments	17,840
<i><u>Total Decreases</u></i>	<u>17,840</u>
<b>Withdrawal Benefit</b> as at 30 Jun 2021	<b><u>1,166,584</u></b>

<b>Your Tax Components</b>	
Tax Free	0.0000 %
Taxable - Taxed	1,166,584
Taxable - Untaxed	-
<b>Your Preservation Components</b>	
Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	1,166,584
<b>Your Insurance Benefits</b>	
No insurance details have been recorded	
<b>Your Beneficiaries</b>	
<b>Binding Beneficiary Nomination*</b>	
Non-Lapsing BDBN	
If my wife, Karen Ann Muller, fails to survive me, or dies before my entire Legal benefit is paid to her, then pay 100% of my benefit to my Legal Personal Representative for Distribution according to my will.	
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**N & K MULLER SUPERANNUATION FUND**  
(ABN: 95 615 230 767)

**Member Benefit Statement**

<b>Period</b>	<b>Member Account Details</b>
1 July 2020 - 30 June 2021	Residential Address: 35 Redgum Drive Morayfield, QLD 4506
<b>Member</b>	Date of Birth: 31 March 1956
Number: MULLEN3	Date Joined Fund: 1 September 2008
<b>Mr Neil Muller</b>	Eligible Service Date: 1 September 2008
<b>Pension Account</b>	Tax File Number Held: Yes
<b>100% Taxable Pension 2017 No. 2</b>	Account Start Date: 30 June 2017

<b>Your Account Summary</b>	
<b>Withdrawal Benefit as at 1 Jul 2020</b>	<b>33,259</b>
<i><u>Increases to your account:</u></i>	
Share Of Net Fund Income	10,869
Tax on Net Fund Income	35
<b><u>Total Increases</u></b>	<b>10,904</b>
<i><u>Decreases to your account:</u></i>	
Pension Payments	670
<b><u>Total Decreases</u></b>	<b>670</b>
<b>Withdrawal Benefit as at 30 Jun 2021</b>	<b>43,493</b>

<b>Your Tax Components</b>	
Tax Free	0.0000 %
Taxable - Taxed	43,493
Taxable - Untaxed	-
<b>Your Preservation Components</b>	
Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	43,493

**Your Insurance Benefits**  
No insurance details have been recorded

**Your Beneficiaries**  
**Binding Beneficiary Nomination\***  
Non-Lapsing BDBN  
If my wife, Karen Ann Muller, fails to survive me, or dies before my entire Legal benefit is paid to her, then pay 100% of my benefit to my Legal Personal Representative for Distribution according to my will.  
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**N & K MULLER SUPERANNUATION FUND**  
(ABN: 95 615 230 767)

**Member Benefit Statement**

<b>Period</b>	<b>Member Account Details</b>
<b>1 July 2020 - 30 June 2021</b>	Residential Address: 35 Redgum Drive Morayfield, QLD 4506
<b>Member</b>	Date of Birth: 31 March 1956
Number: MULLEN3	Date Joined Fund: 1 September 2008
<b>Mr Neil Muller</b>	Eligible Service Date: 1 September 2008
<b>Pension Account</b>	Tax File Number Held: Yes
<b>Taxable Pension 2018</b>	Account Start Date: 30 June 2018

<b>Your Account Summary</b>	
<b>Withdrawal Benefit as at 1 Jul 2020</b>	<b>25,853</b>
<i>Increases to your account:</i>	
Share Of Net Fund Income	8,449
Tax on Net Fund Income	27
<u>Total Increases</u>	<u>8,476</u>
<i>Decreases to your account:</i>	
Pension Payments	520
<u>Total Decreases</u>	<u>520</u>
<b>Withdrawal Benefit as at 30 Jun 2021</b>	<b>33,809</b>

<b>Your Tax Components</b>		
Tax Free	4.4775 %	1,514
Taxable - Taxed		32,296
Taxable - Untaxed		-
<b>Your Preservation Components</b>		
Preserved		-
Restricted Non Preserved		-
Unrestricted Non Preserved		33,809
<b>Your Insurance Benefits</b>		
No insurance details have been recorded		

**Your Beneficiaries**

**Binding Beneficiary Nomination\***

Non-Lapsing BDBN  
If my wife, Karen Ann Muller, fails to survive me, or dies before my entire Legal benefit is paid to her, then pay 100% of my benefit to my Legal Personal Representative for Distribution according to my will.  
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# N & K MULLER SUPERANNUATION FUND

## Trustee Declaration

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In the opinion of the Trustees of the N & K MULLER SUPERANNUATION FUND.

The Fund is not a reporting entity and this special purpose financial report should be prepared in accordance with the accounting policies described in Note 1 to these financial statements.

- (i) the financial statements and notes to the financial statements for the year ended 30 June 2021 present fairly the financial position of the Fund at 30 June 2021 and the results of its operations for the year then ended in accordance with the accounting policies described in Note 1 to the financial statements; and
- (ii) the financial statements and notes to the financial statements have been prepared in accordance with the requirements of the Trust Deed; and
- (iii) the operation of the Fund has been carried out in accordance with its Trust Deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993 during the year ended 30 June 2021.

Signed in accordance with a resolution of the trustees by:

..... Dated: ...../...../.....  
**Karen Muller**  
Trustee

..... Dated: ...../...../.....  
**Neil Muller**  
Trustee

**MINUTES OF THE MEETING OF THE TRUSTEES OF  
N & K MULLER SUPERANNUATION FUND  
HELD ON 01 SEPTEMBER 2021 AT  
15-17 KABI CIRCUIT, DECEPTION BAY QLD**

**PRESENT**

Karen Muller

Neil Muller

**APPROVAL OF  
PREVIOUS MINUTES:**

It was resolved that the minutes of the previous meeting be signed as a true and correct record.

**ALLOCATION OF  
CONTRIBUTION:**

It was resolved that the contributions received during the year be allocated to members as follows:

<b>Member Name/Contribution type</b>	<b>Amount</b>
<i>Mrs Karen Muller</i> Member	325,000
<i>Mr Neil Muller</i> Member	325,000

The contributions will be subject to normal preservation and payment rules under the *Superannuation Industry (Supervision) Regulations 1994 (SISR)*

**PAYMENT OF BENEFITS:**

The trustee has ensured that any payment of benefits made from the fund meet the requirement of the fund's deed and do not breach the superannuation laws in relation to:

1. making payment to members; and
2. breaching the fund's or the member's investment strategy.

The trustees have reviewed the payment of benefits and received advice that the transfer is in accordance with the deed and the superannuation laws. As such the trustee has resolved to allow the payment of the following benefits on behalf of the members:

<b>Member Name/Payment Type</b>	<b>Amount</b>
<i>Mrs Karen Muller</i> Pension	19,690
<i>Mr Neil Muller</i> Pension	19,030

**PURCHASE OF ASSETS:**

It was resolved that having regard to the composition, risk and return of the fund's existing investments, the fund's investment objectives and its present liquidity, the purchase of the assets identified below during the year ended 30 June 2021 hereto be confirmed and are in line with the investment strategy of the fund.

<b>Asset / Date</b>	<b>Price</b>	<b>Units</b>	<b>Consideration</b>
<i>Property Direct Market</i> <i>19-21 Kabi Circuit,</i> <i>Deception Bay</i> 24 Jun 2021	782500.0000	1.00	782,500

**PROPERTY VALUATIONS:**

In respect of the year ending 30 June 2021, it was resolved that the trustees revalue the properties set out below in respect of the effective dates specified.

Giving consideration to the fund's circumstances and the value of the fund's assets that property represents, the trustees have obtained property valuations from the sources listed below.

The trustees have reviewed the content and assumptions within and believe the valuations supplied fairly represent the value and attributes of the properties held.

The trustees resolved to accept the valuations obtained on the basis that the valuations are based on objective and supportable data; are representative of the assets owned by the fund; and are indicative of market conditions as at the effective dates.

After consideration from the trustees, it was also resolved to carry forward valuations from prior years where appropriate. The trustees are of the opinion that the valuations continue to be relevant and appropriate and have been obtained within a suitable time frame to still be applied.

**Address:** 19-21 KABI CIRCUIT DECEPTION BAY QLD  
4508 Australia  
15-17 Kabi Circuit Deception Bay QLD 4508  
Australia

Valuation	Effective Date	Valuation Date	Type	Source
782,500	24 Jun 2021	14 Jan 2021	Purchase Price	Real Estate
2,400,000	14 Jan 2021	14 Jan 2021	Kerbside Valuation	14/01/2021

**ALLOCATION OF NET INCOME:**

It was resolved that the income of the fund be proportionally allocated to members based on the members' daily weighted average balances. The following amounts of income, and related amounts of tax, are to be credited to / debited from member accounts:

	Income	Fund Tax	Conts Tax	Direct Tax
<i>Mrs Karen Muller</i>				
Accumulation	2,089	2,707	3,750	0
100% Taxable	45,679	0	0	0
Pension 2020				
85.59% Taxable	267,983	0	0	0
Pension				
95% Taxable	8,714	0	0	0
Pension 2018				
<i>Mr Neil Muller</i>				
Accumulation	24,126	12,372	3,750	0
100% Taxable	291,505	(929)	0	0
Pension 2017				
100% Taxable	10,869	(35)	0	0
Pension 2017				
No. 2				
Taxable	8,449	(27)	0	0
Pension 2018				

**REPORTING ENTITY CONCEPT:**

It was resolved that, in the opinion of the trustee, the fund is not a reporting entity because it is unlikely that users exist who are unable to command the preparation of reports tailored so as to satisfy specifically all their information needs.

Therefore, the financial statements for the fund are to be prepared on the basis of the fund being a "non-reporting entity", and will therefore take the form of Special Purpose Financial Reports.

**REPORTS AND STATEMENTS:**

The Financial Reports consisting of Statement of Financial Position, Operating Statement and Notes to the Financial Statements, Trustee's Declaration, Compilation Report and Member Statement for the period ended 30 June 2021 were tabled for consideration at the meeting.

It was resolved that the financial statements be adopted in their present format and that the statement by the trustees attached to the financial reports be signed by the Trustees, stating that:

1. the financial statements are drawn up so as to present fairly the financial position of the fund as at 30 June 2021, the benefits accrued as a result of operations and its cash flow for the year then ended;
2. the financial statements have been prepared in accordance with the requirements of the trust deed and Australian Accounting Standards as noted in Note 1 to the Financial Statements and
3. the fund has operated substantially in accordance with the trust deed and the requirements of the *Superannuation Industry (Supervision) Act 1993 (SISA)*, during the year ended 30 June 2021.

**INCOME TAX RETURN:**

The completed Self-Managed Superannuation Fund Annual Return for the financial year ended 30 June 2021 was tabled for consideration at the meeting.

It was resolved that:

1. the particulars contained in the 2021 income tax return and the relevant records used to ascertain the taxable income, as shown, derived by the fund from all sources in and out of Australia during the year of income are true and correct and;
2. the fund satisfies the statutory requirements and conditions applicable to be classified as a 'Regulated Superannuation Fund/Complying Superannuation Fund' for the year of income and;
3. the income tax return be adopted in its present format and that the Return be signed by the Trustees.

**REVIEW OF INVESTMENT STRATEGY:**

The fund's investment performance for the year ended 30 June 2021 and existing investment strategy have been reviewed by the Trustees, after considering:

1. the risk involved in making, holding and realising, and the likely return from, the fund's investments having regard to its objectives and its expressed cash flow requirements;
2. the composition of the fund's investments as a whole including the extent to which the investments are diverse or involve the funds being exposed to risks from inadequate diversification;
3. the liquidity of the fund's investments having regard to its expected cash flow requirements;
4. the ability of the fund to discharge its existing and prospective liabilities;
5. whether the fund should hold a contract of insurance that provides insurance cover for members of the fund; and
6. the effect of the fund's investments on the above requirements and all matters relating to the prudential nature of the investment being continuously monitored, regularly reviewed and to make sure they adhere to fund's investment objectives and relevant legislation.

It was resolved that the aims and objectives of the investment strategy were being achieved and that the said investment strategy requires no further modification or adoption at this time.

**TRUSTEE AND MEMBER STATUS:**

Each of the trustee(s) confirmed that they are qualified to act as trustee(s) of the fund and that they are not disqualified persons as defined by Section 120 of the SISA.

**AUDITOR:**

It was resolved that

Anthony Boys  
of  
Super Audits

act as the auditor of the fund for the next financial year.

**TAX AGENT:**

It was resolved that

Mr David Tincknell  
of  
VIRTU SUPER PTY LTD  
1454 Logan Road  
Mount Gravatt, QLD 4122

act as the tax agent of the fund for the next financial year.

**CLOSURE:**

There being no further business the meeting was closed.

..... Dated: ...../...../.....

Neil Muller  
Chairperson

**Compilation Report to the Trustees and Members of  
N & K MULLER SUPERANNUATION FUND**

**ABN 95 615 230 767  
For the period 01 July 2020 to 30 June 2021**

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On the basis of the information provided by the Trustees of N & K MULLER SUPERANNUATION FUND, we have compiled the accompanying special purpose financial statements of N & K MULLER SUPERANNUATION FUND for the period ended 30 June 2021, which comprise the Statement of Financial Position, Operating Statement, a summary of significant accounting policies and other explanatory notes.

The specific purpose for which the special purpose financial statements have been prepared is to provide information relating to the performance and financial position of N & K MULLER SUPERANNUATION FUND that satisfies the information needs of the trustees and the members.

**The Responsibility of Trustees**

The Trustees of N & K MULLER SUPERANNUATION FUND are solely responsible for the information contained in the special purpose financial statements and have determined that the basis of accounting adopted and financial reporting framework used are appropriate to meet the needs of the members.

**Our Responsibility**

On the basis of information provided by the Trustees of N & K MULLER SUPERANNUATION FUND, we have compiled the accompanying special purpose financial statements in accordance with the same financial reporting framework/basis of accounting used above and **APES 315: *Compilation of Financial Information***.

Our procedures use accounting expertise to collect, classify and summarise the financial information, which the Trustees provided, in compiling the financial statements. Virtu Super has not conducted any audit or review and accordingly no assurance by Virtu Super is expressed. A separate report issued by the Fund Auditor will provide a level of assurance, as detailed in the report and audit engagement letter.

The special purpose financial statements were compiled exclusively for the benefit of the Trustees and members of the fund and purpose identified above. We do not accept responsibility to any other person for the contents of the special purpose financial statements.

Signature of Accountant

Dated: 01 September 2021



.....  
**Name of Signatory:** Mrs Elizabeth Meiklejohn

**Address:** 1454 Logan Road  
MOUNT GRAVATT, QLD 4122

<sup>1</sup> Refer to AUASB Standards for the issuance of audit opinions and review conclusions



# Self-managed superannuation fund annual return **2021**

## Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the *Fund income tax return 2021* (NAT 71287).

- 1 The *Self-managed superannuation fund annual return instructions 2021* (NAT 71606) (the instructions) can assist you to complete this annual return.
- 2 The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via [ABR.gov.au](http://ABR.gov.au) or complete the Change of details for superannuation entities form (NAT 3036).

## To complete this annual return

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

S M I T H S T

- 3 Place X in ALL applicable boxes.

- 4 Postal address for annual returns:

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

## Section A: Fund information

1 Tax file number (TFN) \*\*\*\*\*

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

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

2 Name of self-managed superannuation fund (SMSF)

N & K MULLER SUPERANNUATION FUND

3 Australian business number (ABN) (if applicable) 95615230767

4 Current postal address

PO Box 83

Suburb/town

Mount Gravatt

State/territory

QLD

Postcode

4122

5 Annual return status

Is this an amendment to the SMSF's 2021 return?

A No  Yes

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

B No  Yes

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

**6 SMSF auditor**

Auditor's name

Title: MR

Family name

Boys

First given name

Anthony

Other given names

William

SMSF Auditor Number

100014140

Auditor's phone number

04

10712708

Postal address

PO Box 3376

Suburb/town

RUNDLE MALL

State/territory

SA

Postcode

5000

Date audit was completed

A

Was Part A of the audit report qualified?

B No  Yes 

Was Part B of the audit report qualified?

C No  Yes 

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

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

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

**A Fund's financial institution account details**

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

Fund BSB number 064473

Fund account number 10231673

Fund account name

N and K MULLER SUPER FUND

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

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

BSB number

Account number

Account name

**C Electronic service address alias**

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

smsfdataflow

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

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

9 **Was the fund wound up during the income year?**

No  Yes  If yes, provide the date on which the fund was wound up 

Day	Month	Year

 Have all tax lodgment and payment obligations been met? No  Yes

10 **Exempt current pension income**

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

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

No  Go to Section B: Income.

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

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

Segregated assets method **B**

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

Did the fund have any other income that was assessable?

**E** Yes  Go to Section B: Income.

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

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

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

### Section B: Income

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

#### 11 Income

Did you have a capital gains tax (CGT) event during the year?

**G** No  Yes

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2021*.

Have you applied an exemption or rollover?

**M** No  Yes

Code

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

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

Gross interest **C** \$ -00

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

Gross foreign income **D1** \$ -00 Net foreign income **D** \$ -00 Loss

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

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

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

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

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

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

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

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

**Calculation of assessable contributions**

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

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

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

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

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

**Calculation of non-arm's length income**

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

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

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

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

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

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

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

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

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

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

Fund's tax file number (TFN)

**Section C: Deductions and non-deductible expenses**

**12 Deductions and non-deductible expenses**

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

DEDUCTIONS		NON-DEDUCTIBLE EXPENSES	
Interest expenses within Australia	<b>A1</b> \$ <input type="text" value="0.00"/>	<b>A2</b> \$ <input type="text" value="0.00"/>	
Interest expenses overseas	<b>B1</b> \$ <input type="text" value="0.00"/>	<b>B2</b> \$ <input type="text" value="0.00"/>	
Capital works expenditure	<b>D1</b> \$ <input type="text" value="2861.00"/>	<b>D2</b> \$ <input type="text" value="4419.00"/>	
Decline in value of depreciating assets	<b>E1</b> \$ <input type="text" value="0.00"/>	<b>E2</b> \$ <input type="text" value="0.00"/>	
Insurance premiums – members	<b>F1</b> \$ <input type="text" value="0.00"/>	<b>F2</b> \$ <input type="text" value="0.00"/>	
SMSF auditor fee	<b>H1</b> \$ <input type="text" value="412.00"/>	<b>H2</b> \$ <input type="text" value="87.00"/>	
Investment expenses	<b>I1</b> \$ <input type="text" value="498.00"/>	<b>I2</b> \$ <input type="text" value="769.00"/>	
Management and administration expenses	<b>J1</b> \$ <input type="text" value="4777.00"/>	<b>J2</b> \$ <input type="text" value="1009.00"/>	
Forestry managed investment scheme expense	<b>U1</b> \$ <input type="text" value="0.00"/>	<b>U2</b> \$ <input type="text" value="0.00"/>	
Other amounts	<b>L1</b> \$ <input type="text" value="518.00"/> <input type="checkbox"/> Code	<b>L2</b> \$ <input type="text" value="0.00"/> <input type="checkbox"/> Code	
Tax losses deducted	<b>M1</b> \$ <input type="text" value="0.00"/>		

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

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

**\*TAXABLE INCOME OR LOSS**  Loss  
**O** \$   
 (TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)

**TOTAL SMSF EXPENSES**  
**Z** \$   
 (N plus Y)

#This is a mandatory label.

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

### Section D: Income tax calculation statement

**#Important:**

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

**13 Calculation statement**

Please refer to the *Self-managed superannuation fund annual return instructions 2021* on how to complete the calculation statement.

*Taxable income	<b>A \$</b>	<input type="text" value="143925.00"/>	<b>143925.00</b>
		<i>(an amount must be included even if it is zero)</i>	
#Tax on taxable income	<b>T1 \$</b>	<input type="text" value="21588.75"/>	<b>21588.75</b>
		<i>(an amount must be included even if it is zero)</i>	
#Tax on no-TFN-quoted contributions	<b>J \$</b>	<input type="text" value="0"/>	<b>0</b>
		<i>(an amount must be included even if it is zero)</i>	
<b>Gross tax</b>	<b>B \$</b>	<input type="text" value="21588.75"/>	<b>21588.75</b>
		<i>(T1 plus J)</i>	

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

**SUBTOTAL 1**

**T2 \$**  **21588.75**

*(B less C – cannot be less than zero)*

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

**SUBTOTAL 2**

**T3 \$**  **21588.75**

*(T2 less D – cannot be less than zero)*

Complying fund's franking credits tax offset	<b>E1 \$</b>	<input type="text"/>	
No-TFN tax offset	<b>E2 \$</b>	<input type="text"/>	
National rental affordability scheme tax offset	<b>E3 \$</b>	<input type="text"/>	
Exploration credit tax offset	<b>E4 \$</b>	<input type="text"/>	
<b>Refundable tax offsets</b>	<b>E \$</b>	<input type="text" value="0"/>	<b>0</b>
		<i>(E1 plus E2 plus E3 plus E4)</i>	

**#TAX PAYABLE T5 \$**  **21588.75**

*(T3 less E – cannot be less than zero)*

**Section 102AAM interest charge**

**G \$**  **0**

Fund's tax file number (TFN)

Credit for interest on early payments – amount of interest	<b>H1 \$</b> <input type="text"/>	
Credit for tax withheld – foreign resident withholding (excluding capital gains)	<b>H2 \$</b> <input type="text"/>	
Credit for tax withheld – where ABN or TFN not quoted (non-individual)	<b>H3 \$</b> <input type="text"/>	
Credit for TFN amounts withheld from payments from closely held trusts	<b>H5 \$</b> <input type="text"/>	
Credit for interest on no-TFN tax offset	<b>H6 \$</b> <input type="text"/>	
Credit for foreign resident capital gains withholding amounts	<b>H8 \$</b> <input type="text"/>	
	<b>Eligible credits</b>	
	<b>H \$</b> <input type="text" value="0"/>	<i>(H1 plus H2 plus H3 plus H5 plus H6 plus H8)</i>

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

**PAYG instalments raised**

**K \$**

**Supervisory levy**

**L \$**

**Supervisory levy adjustment for wound up funds**

**M \$**

**Supervisory levy adjustment for new funds**

**N \$**

<b>AMOUNT DUE OR REFUNDABLE</b> A positive amount at <b>S</b> is what you owe, while a negative amount is refundable to you.	<b>S \$</b> <input type="text" value="4047.75"/>	<i>(T5 plus G less H less I less K plus L less M plus N)</i>
---	--	--

#This is a mandatory label.

**Section E: Losses**

**14 Losses**

**!** If total loss is greater than \$100,000, complete and attach a *Losses schedule 2021*.

Tax losses carried forward to later income years **U \$**

Net capital losses carried forward to later income years **V \$**

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

Section F: Member information

MEMBER 1

Title: MRS

Family name Muller

First given name Karen

Other given names Ann

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

Date of birth 10/10/1957

Contributions

OPENING ACCOUNT BALANCE \$ 965459.68

Refer to instructions for completing these labels.

Employer contributions

A \$ 0

ABN of principal employer

A1

Personal contributions

B \$ 325000

CGT small business retirement exemption

C \$ 0

CGT small business 15-year exemption amount

D \$ 0

Personal injury election

E \$ 0

Spouse and child contributions

F \$ 0

Other third party contributions

G \$ 0

Proceeds from primary residence disposal

H \$ 0

Receipt date

H1

Assessable foreign superannuation fund amount

I \$ 0

Non-assessable foreign superannuation fund amount

J \$ 0

Transfer from reserve: assessable amount

K \$ 0

Transfer from reserve: non-assessable amount

L \$ 0

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

T \$ 0

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

M \$ 0

TOTAL CONTRIBUTIONS N \$ 325000

(Sum of labels A to M)

Other transactions

Allocated earnings or losses

O \$ 318008.06

Loss

Inward rollovers and transfers

P \$ 0

Outward rollovers and transfers

Q \$ 0

Lump Sum payments

R1 \$

Income stream payments

R2 \$ 19690

Code

Code M

Accumulation phase account balance

S1 \$ 299392.80

Retirement phase account balance - Non CDBIS

S2 \$ 1289384.94

Retirement phase account balance - CDBIS

S3 \$ 0

0 TRIS Count

CLOSING ACCOUNT BALANCE S \$ 1588777.74

(S1 plus S2 plus S3)

Accumulation phase value X1 \$

Retirement phase value X2 \$

Outstanding limited recourse borrowing arrangement amount Y \$

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

MEMBER 2

Title: MR

Family name Muller

First given name Neil

Other given names

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

Date of birth 31/03/1956

Contributions

OPENING ACCOUNT BALANCE \$ 997199.86

Refer to instructions for completing these labels.

Employer contributions

A \$ 0

ABN of principal employer

A1

Personal contributions

B \$ 325000

CGT small business retirement exemption

C \$ 0

CGT small business 15-year exemption amount

D \$ 0

Personal injury election

E \$ 0

Spouse and child contributions

F \$ 0

Other third party contributions

G \$ 0

Proceeds from primary residence disposal

H \$ 0

Receipt date

H1

Assessable foreign superannuation fund amount

I \$ 0

Non-assessable foreign superannuation fund amount

J \$ 0

Transfer from reserve: assessable amount

K \$ 0

Transfer from reserve: non-assessable amount

L \$ 0

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

T \$ 0

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

M \$ 0

TOTAL CONTRIBUTIONS N \$ 325000

(Sum of labels A to M)

Other transactions

Allocated earnings or losses

O \$ 319817.75

Loss

Inward rollovers and transfers

P \$ 0

Outward rollovers and transfers

Q \$ 0

Lump Sum payments

R1 \$

Income stream payments

R2 \$ 19030

Code

Code

S1 \$ 379101.26

Retirement phase account balance - Non CDBIS

S2 \$ 1243886.35

Retirement phase account balance - CDBIS

S3 \$ 0

0 TRIS Count

CLOSING ACCOUNT BALANCE S \$ 1622987.61

(S1 plus S2 plus S3)

Accumulation phase value X1 \$

Retirement phase value X2 \$

Outstanding limited recourse borrowing arrangement amount Y \$

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

Section H: **Assets and liabilities**

**15 ASSETS**

**15a Australian managed investments**

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

**15b Australian direct investments**

**Limited recourse borrowing arrangements**  
 Australian residential real property  
**J1** \$ .00  
 Australian non-residential real property  
**J2** \$ .00  
 Overseas real property  
**J3** \$ .00  
 Australian shares  
**J4** \$ .00  
 Overseas shares  
**J5** \$ .00  
 Other  
**J6** \$ .00  
 Property count  
**J7**

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

**15c Other investments**

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

**15d Overseas direct investments**

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

**TOTAL AUSTRALIAN AND OVERSEAS ASSETS U** \$ .00  
 (Sum of labels **A** to **T**)

**15e In-house assets**

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

Fund's tax file number (TFN)

- 15f Limited recourse borrowing arrangements**  
 If the fund had an LRBA were the LRBA borrowings from a licensed financial institution? **A** No  Yes   
 Did the members or related parties of the fund use personal guarantees or other security for the LRBA? **B** No  Yes

**16 LIABILITIES**

Borrowings for limited recourse borrowing arrangements	<b>V1</b> \$ <input type="text" value=""/>	-00	
Permissible temporary borrowings	<b>V2</b> \$ <input type="text" value=""/>	-00	
Other borrowings	<b>V3</b> \$ <input type="text" value=""/>	-00	
	Borrowings	<b>V</b> \$ <input type="text" value="0"/>	-00
Total member closing account balances (total of all <b>CLOSING ACCOUNT BALANCES</b> from Sections F and G)		<b>W</b> \$ <input type="text" value="3211765"/>	-00
	Reserve accounts	<b>X</b> \$ <input type="text" value="0"/>	-00
	Other liabilities	<b>Y</b> \$ <input type="text" value="36441"/>	-00
<b>TOTAL LIABILITIES</b>		<b>Z</b> \$ <input type="text" value="3248206"/>	-00

**Section I: Taxation of financial arrangements**

**17 Taxation of financial arrangements (TOFA)**

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

**Section J: Other information**

**Family trust election status**

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2020–21 income year, write **2021**). **A**   
 If revoking or varying a family trust election, print **R** for revoke or print **V** for variation, and complete and attach the *Family trust election, revocation or variation 2021*. **B**

**Interposed entity election status**

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an *Interposed entity election or revocation 2021* for each election. **C**   
 If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2021*. **D**

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

Section K: **Declarations**

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

**Important**

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

**Privacy**

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

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

**TRUSTEE'S OR DIRECTOR'S DECLARATION:**

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

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

Date Day / Month / Year

**Preferred trustee or director contact details:**

Title:

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return  Hrs

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

**TAX AGENT'S DECLARATION:**

I declare that the *Self-managed superannuation fund annual return 2021* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date Day / Month / Year

**Tax agent's contact details**

Title:

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

# Electronic lodgment declaration (Form MS)

(for self-managed superannuation funds)

## Part A: Taxpayer's declaration

This declaration is to be completed where the tax return is to be lodged via an approved ATO electronic channel. It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

### Privacy

The ATO is authorised by the *Taxation Administration Act 1953* to request the provision of tax file numbers (TFNs). The ATO will use the TFNs to identify each partner or beneficiary or entity in our records. It is not an offence not to provide the TFNs. However, you cannot lodge your tax return electronically if you do not quote your TFN.

Taxation law authorises the ATO to collect information and disclose it to other government agencies, including personal information about the person authorised to sign the declaration. For information about privacy go to [ato.gov.au/privacy](http://ato.gov.au/privacy)

### The Australian Business Register

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

Please refer to the privacy statement on the Australian Business Register (ABR) website ([www.abr.gov.au](http://www.abr.gov.au)) for further information – it outlines our commitment to safeguarding your details.

### Electronic funds transfer – direct debit

Where you have requested an EFT direct debit some of your details will be provided to your financial institution and the Tax Office's sponsor bank to facilitate the payment of your taxation liability from your nominated account.

Tax file number	Fund name	Year of return
*****	N & K MULLER SUPERANNUATION FUND	2021

I authorise my tax agent to electronically transmit this tax return via an approved ATO electronic channel.

**Important:** Before making this declaration please check to ensure that all income has been disclosed and the tax return is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the Tax Office. The tax law provides heavy penalties for false or misleading statements on tax returns.

### Declaration

I declare that:

- all of the information I have provided to the agent for the preparation of this document is true and correct
- I authorise the agent to give this document to the Commissioner of Taxation

<b>Signature of trustee or director</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>
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## Part B: Electronic funds transfer consent

This declaration is to be completed when an electronic funds transfer (EFT) of a refund is requested and the tax return is being lodged through an approved ATO electronic channel.

This declaration must be signed by the partner, trustee, director or public officer prior to the EFT details being transmitted to the Tax Office. If you elect for an EFT, all details below must be completed.

### Important:

Care should be taken when completing EFT details as the payment of any refund will be made to the account specified.

Agent's reference number	Account name
79673007	N and K MULLER SUPER FUND

I authorise the refund to be deposited directly to the specified account.

<b>Signature of trustee or director</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>
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## Part D: Tax agent's certificate (shared facility users only)

**Declaration:** I declare that:

- I have prepared this tax return in accordance with the information supplied by the trustees;
- I have received a declaration by the trustees that the information provided to me for the preparation of this tax return is true and correct, and;
- I am authorised by the trustees to lodge this tax return, including any applicable schedules.

<b>Signature of tax agent</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>
<b>Agent's contact name</b>	<b>Agent's phone</b>	<b>Agent's reference</b>	<b>Client's reference</b>
MR David Tincknell	07 33491452	79673007	DUR02S

**N & K MULLER SUPERANNUATION FUND**  
**Statement of Taxable Income**  
**For the Period from 1 July 2020 to 30 June 2021**

Description	Tax Return Ref.	Amount
<b><u>Income</u></b>		
<b>Section B</b>		
Total Gross Rent and Other Leasing & Hiring Income	B	262,090
Total Assessable Personal Contributions	R2	50,000
Total Assessable Contributions	R	50,000
Total Exempt Current Pension Income	Y	(159,099)
<b>Total Assessable Income</b>		<b>152,991</b>
<b><u>Deductions</u></b>		
<b>Section C</b>		
Total Capital Works Deductions	D	2,861
Total Approved Auditor Fee	H	412
Total Investment Expenses	I	498
Total Management and Administration Expenses	J	4,777
Total Other Deductions	L	518
<b>Total Deductions</b>		<b>9,066</b>
<b>Taxable Income or Loss</b>	(V - N) O	<b>143,925.00</b>
<b><u>Income Tax Calculation Statement</u></b>		
<b>Section D</b>		
<b>Gross Tax</b>		
Gross Tax @ 15% for Concessional Income	30 Jun 2021 T1	21,589
<b>Total Gross Tax</b>		<b>21,589</b>
<b>Rebates and Offsets</b>	C	<b>0</b>
<b>SUBTOTAL</b>		<b>21,589</b>
<b>Total Eligible Credits</b>		<b>0</b>
<b>Net Tax Payable</b>		<b>21,589</b>
Total PAYG Instalments Raised	K	17,800
Total Supervisory Levy	L	259
<b>Total Amount Due / (Refundable)</b>		<b>4,048</b>