

Compliance Workpapers

Lotia Super

Financial Year - 2023



Fund Details

Fund Name	Lotia Super
Contact no	
Financial Year	2023
Established Date	03/07/2017
ABN	70 668 728 817
TFN	231320587
Trustee Type	Corporate
Trustees	Lotia Super Pty Ltd
ACN	620184312

Review Points

Statement of Financial Position

Assets	Qty	2023	2022	Change (\$)	Change (%)	
Investments	0.00	573,051.08	672,029.00	-98,977.92	14.73	WP-1 WP-2
Cash and Cash Equivalents	0.00	5,000.00	0.00	5,000.00	100.00	
CBA Term Deposit maturing on 8Mar24 @ 3.20% p.a.	5,000.00	5,000.00	0.00	5,000.00	100.00	WP-1
Direct Property	0.00	561,440.60	601,441.00	-40,000.40	6.65	
7 Sarges Mews, Lilydale VIC 3140	1.00	560,000.00	600,000.00	-40,000.00	6.67	WP-1
Fixtures & Fittings	1.00	1,440.60	1,441.00	-0.40	0.03	
Other Fixed Interest Securities	0.00	0.00	14,553.00	-14,553.00	100.00	
Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025	0.00	0.00	14,553.00	-14,553.00	100.00	
Shares in Listed Companies	0.00	6,610.48	56,035.00	-49,424.52	88.20	WP-1
Australian Clinical Labs Limited	500.00	1,720.00	6,885.00	-5,165.00	75.02	WP-1
CSL Limited	0.00	0.00	40,897.00	-40,897.00	100.00	
Sonic Healthcare Limited	0.00	0.00	8,253.00	-8,253.00	100.00	
Woodside Energy Group Limited	142.00	4,890.48	0.00	4,890.48	100.00	WP-1
Other Assets	0.00	9,050.80	24,525.25	-15,474.45	63.10	
Cash At Bank	0.00	9,050.80	22,236.25	-13,185.45	59.30	
CBA Direct Investment Account	0.00	9,050.80	11,972.99	-2,922.19	24.41	WP-1
ING Business Optimiser	0.00	0.00	10,263.26	-10,263.26	100.00	
Receivables	0.00	0.00	2,289.00	-2,289.00	100.00	
Sundry Debtors	0.00	0.00	2,289.00	-2,289.00	100.00	

Assets	Qty	2023	2022	Change (\$)	Change (%)	
Sundry	0.00	0.00	2,289.00	-2,289.00	100.00	
Total Assets	0.00	582,101.88	696,554.25	-114,452.37	16.43	

Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
Borrowings	0.00	58,276.48	160,255.80	-101,979.32	63.64	
Limited Recourse Borrowing Arrangement	0.00	58,276.48	160,255.80	-101,979.32	63.64	
Liberty Loan	0.00	58,276.48	160,255.80	-101,979.32	63.64	WP-1
Income Tax Payable	0.00	2,170.62	2,729.53	-558.91	20.48	WP-1 WP-2 WP-3
Franking Credits	0.00	-485.43	0.00	-485.43	100.00	
Shares in Listed Companies	0.00	-485.43	0.00	-485.43	100.00	
Australian Clinical Labs Limited	0.00	-278.57	0.00	-278.57	100.00	
CSL Limited	0.00	-11.46	0.00	-11.46	100.00	
Sonic Healthcare Limited	0.00	-64.29	0.00	-64.29	100.00	
Woodside Energy Group Limited	0.00	-131.11	0.00	-131.11	100.00	
Income Tax Instalments Paid	0.00	-2,679.00	0.00	-2,679.00	100.00	
Income Tax Payable	0.00	0.00	2,729.53	-2,729.53	100.00	
Provision for Income Tax	0.00	5,335.05	0.00	5,335.05	100.00	
Other Taxes Payable	0.00	893.00	0.00	893.00	100.00	
Activity Statement Payable/Refundable	0.00	893.00	0.00	893.00	100.00	WP-1
Total Liabilities	0.00	61,340.10	162,985.33	-101,645.23	62.36	

Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
Member Entitlement Accounts	0.00	520,761.78	533,568.92	-12,807.14	2.40	WP-1 WP-2
Ms Rizwan Lotia	0.00	520,761.78	533,568.92	-12,807.14	2.40	
Accumulation	0.00	520,761.78	533,568.92	-12,807.14	2.40	
Total Member Entitlements	0.00	520,761.78	533,568.92	-12,807.14	2.40	

Operating Statement

Income	2023	2022	Change (\$)	Change (%)	
Investment Income	22,760.63	20,628.00	2,132.63	10.34	WP-1 WP-2
Dividends	1,858.61	1,013.00	845.61	83.48	
Shares in Listed Companies	1,858.61	0.00	1,858.61	100.00	
Australian Clinical Labs Limited	928.57	0.00	928.57	100.00	
CSL Limited	278.72	0.00	278.72	100.00	
Sonic Healthcare Limited	214.29	0.00	214.29	100.00	
Woodside Energy Group Limited	437.03	0.00	437.03	100.00	
Interest	179.84	404.00	-224.16	55.49	
Cash At Bank	80.31	0.00	80.31	100.00	
CBA Direct Investment Account	79.19	0.00	79.19	100.00	WP-1
ING Business Optimiser	1.12	0.00	1.12	100.00	
Other Fixed Interest Securities	99.53	0.00	99.53	100.00	
Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025	99.53	0.00	99.53	100.00	
Rent	20,722.18	19,211.00	1,511.18	7.87	
Direct Property	20,722.18	0.00	20,722.18	100.00	
7 Sarges Mews, Lilydale VIC 3140	20,722.18	0.00	20,722.18	100.00	WP-1
Member Receipts	27,500.00	25,500.00	2,000.00	7.84	
Contributions	27,500.00	25,500.00	2,000.00	7.84	WP-1
Employer	27,500.00	25,500.00	2,000.00	7.84	

Income	2023	2022	Change (\$)	Change (%)	
Ms Rizwan Lotia	27,500.00	0.00	27,500.00	100.00	
Other Income	48.35	0.00	48.35	100.00	
ATO Interest Payments	48.35	0.00	48.35	100.00	WP-1
Total Income	50,308.98	46,128.00	4,180.98	9.06	
Expenses	2023	2022	Change (\$)	Change (%)	
Investment Losses	41,500.55	68,785.00	-27,284.45	39.67	
Decrease in Market Value	40,537.94	68,785.00	-28,247.06	41.07	WP-1
Direct Property	40,000.40	0.00	40,000.40	100.00	
7 Sarges Mews, Lilydale VIC 3140	40,000.00	0.00	40,000.00	100.00	
Fixtures & Fittings	0.40	0.00	0.40	100.00	
Other Fixed Interest Securities	-367.05	0.00	-367.05	100.00	
Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025	-367.05	0.00	-367.05	100.00	
Shares in Listed Companies	904.59	0.00	904.59	100.00	
Australian Clinical Labs Limited	526.70	0.00	526.70	100.00	
CSL Limited	385.32	0.00	385.32	100.00	
Sonic Healthcare Limited	-106.90	0.00	-106.90	100.00	
Woodside Energy Group Limited	99.47	0.00	99.47	100.00	
Realised Capital Losses	312.61	0.00	312.61	100.00	WP-1 WP-2
Shares in Listed Companies	312.61	0.00	312.61	100.00	
Australian Clinical Labs Limited	1,258.25	0.00	1,258.25	100.00	

Expenses	2023	2022	Change (\$)	Change (%)	
CSL Limited	-1,647.99	0.00	-1,647.99	100.00	
Sonic Healthcare Limited	702.35	0.00	702.35	100.00	
Realised Traditional Security Losses	650.00	0.00	650.00	100.00	
Other Fixed Interest Securities	650.00	0.00	650.00	100.00	
Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025	650.00	0.00	650.00	100.00	
Other Expenses	16,280.52	21,642.00	-5,361.48	24.77	
Accountancy Fee	600.00	1,800.00	-1,200.00	66.67	WP-1
ASIC Fee	349.00	0.00	349.00	100.00	WP-1 WP-2
Auditor Fee	133.32	400.00	-266.68	66.67	
Bank Fees	120.00	120.00	0.00	0.00	
Limited Recourse Borrowing Arrangement	120.00	0.00	120.00	100.00	
Liberty Loan	120.00	0.00	120.00	100.00	
General Expense	0.00	538.00	-538.00	100.00	
Interest Paid	6,991.56	10,165.00	-3,173.44	31.22	
Limited Recourse Borrowing Arrangement	6,991.56	0.00	6,991.56	100.00	
Liberty Loan	6,991.56	0.00	6,991.56	100.00	
Non-Deductible Expense	2,189.00	0.00	2,189.00	100.00	
Property Expenses	5,638.64	8,028.00	-2,389.36	29.76	WP-1 WP-2
Advertising	139.38	0.00	139.38	100.00	

Expenses	2023	2022	Change (\$)	Change (%)	
Direct Property	139.38	0.00	139.38	100.00	
7 Sarges Mews, Lilydale VIC 3140	139.38	0.00	139.38	100.00	
Agents Management Fee	1,243.33	0.00	1,243.33	100.00	
Direct Property	1,243.33	0.00	1,243.33	100.00	
7 Sarges Mews, Lilydale VIC 3140	1,243.33	0.00	1,243.33	100.00	
Council Rates	81.05	0.00	81.05	100.00	WP-1
Direct Property	81.05	0.00	81.05	100.00	
7 Sarges Mews, Lilydale VIC 3140	81.05	0.00	81.05	100.00	
Insurance Premium	335.00	0.00	335.00	100.00	WP-1
Direct Property	335.00	0.00	335.00	100.00	
7 Sarges Mews, Lilydale VIC 3140	335.00	0.00	335.00	100.00	
Land Tax	475.75	0.00	475.75	100.00	WP-1 WP-2
Direct Property	475.75	0.00	475.75	100.00	
7 Sarges Mews, Lilydale VIC 3140	475.75	0.00	475.75	100.00	
Rent from Property	0.00	8,028.00	-8,028.00	100.00	
Repairs Maintenance	258.50	0.00	258.50	100.00	
Direct Property	258.50	0.00	258.50	100.00	
7 Sarges Mews, Lilydale VIC 3140	258.50	0.00	258.50	100.00	
Strata Levy Fee	1,500.00	0.00	1,500.00	100.00	WP-1
Direct Property	1,500.00	0.00	1,500.00	100.00	

Expenses	2023	2022	Change (\$)	Change (%)	
7 Sarges Mews, Lilydale VIC 3140	1,500.00	0.00	1,500.00	100.00	
Sundry Expenses	884.33	0.00	884.33	100.00	
Direct Property	884.33	0.00	884.33	100.00	
7 Sarges Mews, Lilydale VIC 3140	884.33	0.00	884.33	100.00	
Water Rates	721.30	0.00	721.30	100.00	WP-1
Direct Property	721.30	0.00	721.30	100.00	
7 Sarges Mews, Lilydale VIC 3140	721.30	0.00	721.30	100.00	
Regulatory Fees	0.00	332.00	-332.00	100.00	
SMSF Supervisory Levy	259.00	259.00	0.00	0.00	
Total Expenses	57,781.07	90,427.00	-32,645.93	36.10	
Income Tax	2023	2022	Change (\$)	Change (%)	
Income Tax Expense	5,335.05	3,673.00	1,662.05	45.25	WP-1 WP-2
Income Tax Expense	5,335.05	3,673.00	1,662.05	45.25	
Total Income Tax	5,335.05	3,673.00	1,662.05	45.25	
Net Profit(Loss) Total	-12,807.14	-47,972.00			

Contra Bank Entries

				Current Status : Warning Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Date	Description	Debits	Credits	Balance	
CBA Direct Investment Account						
🚩	10/08/2022	Direct Credit 123079 ING 060865066 0274217	0.00	10,264.38	21,878.95	
🚩	25/08/2022	Fast Transfer From Lotia Healthcare Super payment 3 2023 Super payment 3 2023	0.00	5,000.00	47,913.98	
🚩	08/09/2022	Transfer Out Branch CROYDON	5,000.00	0.00	11,434.62	
🚩	03/03/2023	ASIC NetBank BPAY 17301 2291291095753 Annual payment	290.00	0.00	5,455.92	
🚩	08/04/2023	Fast Transfer From Lotia Healthcare Reimburse Lotia Super Reimburse Lotia Super	0.00	290.00	7,052.51	
ING Business Optimiser						
🚩	10/08/2022	Account Closure	10,264.38	0.00	0.00	

Income Comparison

					Current Status : Warning Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Date	Income Type	Total Income	Franking Credit	Estimated Income	Estimated Franking Credit	
CSL : CSL Limited (ASX:CSL)							
	05/10/2022	Dividend	267.26	11.46	267.26	11.45	

Market Value

Current Status : Good to Go Prior Status : N/A					Prepared By : N/A	Reviewed By : N/A
Security Code	Security Name	Source Price	Units	Market Price	Market Value	
SECURITY						
ACL	Australian Clinical Labs Limited	3.44	500.00	3.44	1,720.00	
WDS	Woodside Energy Group Limited	34.44	142.00	34.44	4,890.48	

Lump Sum Payment - Good to Go

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

Preservation Components

						Current Status : Good to Go Prior Status : N/A		Prepared By : N/A	Reviewed By : N/A
			Prior Year			Current Year			
Account Name	Account Type	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount		
Ms Rizwan Lotia (Age: 62 at 30/06/2023)									
Accumulation	Accumulation	533,568.92	0.00	0.00	520,761.78	0.00	0.00		

Tax Component Verification (Accumulation)

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Account Name		Prior Year Tax Free Amount	Current Year Tax Free Amount
Ms Rizwan Lotia (Age: 62 at 30/06/2023)				
	Accumulation		30,001.92	30,001.92

Work Test - Good to Go

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

Contribution Cap Limit

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Current Year Contributions		Concessional	Non-Concessional
<p>Ms Rizwan Lotia</p> <p>Date of Birth: 30/08/1960 (Age: 61 at 30/06/2023)</p>				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		0.00	0.00
	Maximum cap available		27,500.00	110,000.00
	Contributions made (to this fund)		27,500.00	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		27,500.00	0.00
	Amount above caps		0.00	0.00

Negative Balance - Good to Go

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

Benefits Paid to Member < 60 - Good to Go

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

Retirement Condition - Good to Go

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

Pension Limit - Not Applicable

The system did not find any data to process.

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

The system did not find any data to process.

Preservation Components for Member above 65 - Not Applicable

The system did not find any data to process.

Tax Component Verification (Pension) - Not Applicable

The system did not find any data to process.

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

The system did not find any data to process.

General Ledger

Date	Description	Quantity	Debits	Credits	Balance
Member Receipts / Contributions / Employer / Ms Rizwan Lotia					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
23/08/2022	Fast Transfer From Lotia Healthcare Super contribution 1 2023 Super contribution 1 2023	0.00	0.00	10,000.00	10,000.00
24/08/2022	Fast Transfer From Lotia Healthcare Super payment 2 2023 Super payment 2 2023	0.00	0.00	10,000.00	20,000.00
25/08/2022	Fast Transfer From Lotia Healthcare Super payment 3 2023 Super payment 3 2023	0.00	0.00	5,000.00	25,000.00
25/10/2022	Fast Transfer From Lotia Healthcare Super payment 3 Super payment 3	0.00	0.00	2,500.00	27,500.00
30/06/2023	Closing Balance	0.00	0.00	0.00	27,500.00
Investment Gains / Disposal Suspense / Other Fixed Interest Securities / Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
21/10/2022	Listed Security Sale	100.00	0.00	14,270.05	14,270.05
21/10/2022	Listed Security Sale	-100.00	14,270.05	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Investment Gains / Disposal Suspense / Shares in Listed Companies / Australian Clinical Labs Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
21/10/2022	Listed Security Sale	1,000.00	0.00	3,380.05	3,380.05
21/10/2022	Listed Security Sale	-1,000.00	3,380.05	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
Investment Gains / Disposal Suspense / Shares in Listed Companies / CSL Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
17/10/2022	Listed Security Sale	152.00	0.00	42,159.67	42,159.67
17/10/2022	Listed Security Sale	-152.00	42,159.67	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Investment Gains / Disposal Suspense / Shares in Listed Companies / Sonic Healthcare Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
18/10/2022	Listed Security Sale	250.00	0.00	7,657.55	7,657.55
18/10/2022	Listed Security Sale	-250.00	7,657.55	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Investment Income / Dividends / Shares in Listed Companies / Australian Clinical Labs Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
15/09/2022	ACL AUD 0.41 FRANKED, 30% CTR, DRP NIL DISC	0.00	0.00	878.57	878.57
26/04/2023	ACL AUD 0.07 FRANKED, 30% CTR, DRP SUSP	0.00	0.00	50.00	928.57
30/06/2023	Closing Balance	0.00	0.00	0.00	928.57
Investment Income / Dividends / Shares in Listed Companies / CSL Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
05/10/2022	CSL USD 1.18, 0.118 FRANKED, 30% CTR, 1.062 CFI, DRP SUSP	0.00	0.00	278.72	278.72

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	278.72
Investment Income / Dividends / Shares in Listed Companies / Sonic Healthcare Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
21/09/2022	SHL AUD 0.6 FRANKED, 30% CTR, DRP SUSP	0.00	0.00	214.29	214.29
30/06/2023	Closing Balance	0.00	0.00	0.00	214.29
Investment Income / Dividends / Shares in Listed Companies / Woodside Energy Group Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
05/04/2023	WDS USD 1.44, 1.44 FRANKED, 30% CTR, DRP SUSP	0.00	0.00	437.03	437.03
30/06/2023	Closing Balance	0.00	0.00	0.00	437.03
Investment Income / Interest / Cash At Bank / CBA Direct Investment Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Credit Interest	0.00	0.00	1.74	1.74
01/08/2022	Credit Interest	0.00	0.00	4.00	5.74
01/09/2022	Credit Interest	0.00	0.00	17.38	23.12
01/10/2022	Credit Interest	0.00	0.00	14.40	37.52
01/11/2022	Credit Interest	0.00	0.00	30.37	67.89
01/02/2023	Credit Interest	0.00	0.00	5.29	73.18
01/03/2023	Credit Interest	0.00	0.00	0.23	73.41
01/04/2023	Credit Interest	0.00	0.00	1.51	74.92

Date	Description	Quantity	Debits	Credits	Balance
01/05/2023	Credit Interest	0.00	0.00	2.00	76.92
01/06/2023	Credit Interest	0.00	0.00	2.27	79.19
30/06/2023	Closing Balance	0.00	0.00	0.00	79.19
Investment Income / Interest / Cash At Bank / ING Business Optimiser					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/07/2022	Interest Credit	0.00	0.00	0.87	0.87
10/08/2022	Interest Credit	0.00	0.00	0.25	1.12
30/06/2023	Closing Balance	0.00	0.00	0.00	1.12
Investment Income / Interest / Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
20/09/2022	Direct Credit 450329 AOFM INDEX BONDS INT97/00800209	0.00	0.00	99.53	99.53
30/06/2023	Closing Balance	0.00	0.00	0.00	99.53
Investment Income / Rent / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	20,722.18	20,722.18
30/06/2023	Closing Balance	0.00	0.00	0.00	20,722.18
Other Income / ATO Interest Payments					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
21/05/2023	Direct Credit 012721 ATO ATO001000018323674	0.00	0.00	48.35	48.35
30/06/2023	Closing Balance	0.00	0.00	0.00	48.35
Other Expenses / Accountancy Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
04/07/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	150.00	0.00	150.00
02/08/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	150.00	0.00	300.00
02/09/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	150.00	0.00	450.00
04/10/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	150.00	0.00	600.00
30/06/2023	Closing Balance	0.00	0.00	0.00	600.00
Other Expenses / ASIC Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/08/2022	ASIC NetBank BPAY 17301 2296201843127 ASIC	0.00	59.00	0.00	59.00
15/12/2022	ASIC NetBank BPAY 17301 2296222992812 Lotia Holdings Fee	0.00	290.00	0.00	349.00
30/06/2023	Closing Balance	0.00	0.00	0.00	349.00
Other Expenses / Auditor Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
04/07/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	33.33	0.00	33.33
02/08/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	33.33	0.00	66.66
02/09/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	33.33	0.00	99.99

Date	Description	Quantity	Debits	Credits	Balance
04/10/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	33.33	0.00	133.32
30/06/2023	Closing Balance	0.00	0.00	0.00	133.32
Other Expenses / Limited Recourse Borrowing Arrangement / Liberty Loan					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/07/2022	Service Fee	0.00	10.00	0.00	10.00
30/08/2022	Service Fee	0.00	10.00	0.00	20.00
30/09/2022	Service Fee	0.00	10.00	0.00	30.00
30/10/2022	Service Fee	0.00	10.00	0.00	40.00
30/11/2022	Service Fee	0.00	10.00	0.00	50.00
30/12/2022	Service Fee	0.00	10.00	0.00	60.00
30/01/2023	Service Fee	0.00	10.00	0.00	70.00
28/02/2023	Service Fee	0.00	10.00	0.00	80.00
30/03/2023	Service Fee	0.00	10.00	0.00	90.00
30/04/2023	Service Fee	0.00	10.00	0.00	100.00
30/05/2023	Service Fee	0.00	10.00	0.00	110.00
30/06/2023	Service Fee	0.00	10.00	0.00	120.00
30/06/2023	Closing Balance	0.00	0.00	0.00	120.00
Other Expenses / Interest Paid / Limited Recourse Borrowing Arrangement / Liberty Loan					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/07/2022	Interest Charged	0.00	881.06	0.00	881.06

Date	Description	Quantity	Debits	Credits	Balance
30/08/2022	Interest Charged	0.00	979.62	0.00	1,860.68
30/09/2022	Interest Charged	0.00	841.56	0.00	2,702.24
30/10/2022	Interest Charged	0.00	800.23	0.00	3,502.47
30/11/2022	Interest Charged	0.00	418.25	0.00	3,920.72
30/12/2022	Interest Charged	0.00	414.48	0.00	4,335.20
30/01/2023	Interest Charged	0.00	433.30	0.00	4,768.50
28/02/2023	Interest Charged	0.00	409.58	0.00	5,178.08
30/03/2023	Interest Charged	0.00	436.02	0.00	5,614.10
30/04/2023	Interest Charged	0.00	455.89	0.00	6,069.99
30/05/2023	Interest Charged	0.00	448.48	0.00	6,518.47
30/06/2023	Interest Charged	0.00	473.09	0.00	6,991.56
30/06/2023	Closing Balance	0.00	0.00	0.00	6,991.56
Other Expenses / Non-Deductible Expense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	sundry debtor write off	0.00	2,189.00	0.00	2,189.00
30/06/2023	Closing Balance	0.00	0.00	0.00	2,189.00
Other Expenses / Advertising / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Advertising	0.00	139.38	0.00	139.38
30/06/2023	Closing Balance	0.00	0.00	0.00	139.38

Date	Description	Quantity	Debits	Credits	Balance
Other Expenses / Property Expenses / Agents Management Fee / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Agents Management Fee	0.00	1,243.33	0.00	1,243.33
30/06/2023	Closing Balance	0.00	0.00	0.00	1,243.33
Other Expenses / Property Expenses / Council Rates / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/09/2022	YARRA RANGES RATES NetBank BPAY 8979 933421 Council rates	0.00	81.05	0.00	81.05
30/06/2023	Closing Balance	0.00	0.00	0.00	81.05
Other Expenses / Property Expenses / Insurance Premium / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
16/09/2022	TERRI SCHEER NetBank BPAY 63461 715291712 Landlord Insurance	0.00	335.00	0.00	335.00
30/06/2023	Closing Balance	0.00	0.00	0.00	335.00
Other Expenses / Property Expenses / Land Tax / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
21/09/2022	SROVIC LAND TAX NetBank BPAY 5249 55407966 Land tax	0.00	475.75	0.00	475.75
30/06/2023	Closing Balance	0.00	0.00	0.00	475.75
Other Expenses / Property Expenses / Repairs Maintenance / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Repairs Maintenance	0.00	258.50	0.00	258.50
30/06/2023	Closing Balance	0.00	0.00	0.00	258.50
Other Expenses / Property Expenses / Strata Levy Fee / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/08/2022	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies payment	0.00	375.00	0.00	375.00
28/11/2022	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies invoice	0.00	375.00	0.00	750.00
27/02/2023	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies	0.00	375.00	0.00	1,125.00
30/05/2023	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies Notice	0.00	375.00	0.00	1,500.00
30/06/2023	Closing Balance	0.00	0.00	0.00	1,500.00
Other Expenses / Property Expenses / Sundry Expenses / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Letting Fees	0.00	434.43	0.00	434.43
30/06/2023	Safer Home Package	0.00	416.90	0.00	851.33
30/06/2023	Sundry Expenses	0.00	33.00	0.00	884.33
30/06/2023	Closing Balance	0.00	0.00	0.00	884.33
Other Expenses / Property Expenses / Water Rates / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/08/2022	Yarra Valley Water NetBank BPAY 344366 03350066396 Yarra water bill	0.00	242.84	0.00	242.84

Date	Description	Quantity	Debits	Credits	Balance
02/12/2022	Yarra Valley Water NetBank BPAY 344366 03350066396 Water Bill	0.00	161.24	0.00	404.08
03/03/2023	Yarra Valley Water NetBank BPAY 344366 03350066396 Water charges	0.00	157.73	0.00	561.81
05/06/2023	Yarra Valley Water NetBank BPAY 344366 03350066396	0.00	159.49	0.00	721.30
30/06/2023	Closing Balance	0.00	0.00	0.00	721.30
Other Expenses / SMSF Supervisory Levy					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
24/10/2022	TAX OFFICE PAYMENTS NetBank BPAY 75556 002002313205878121 Income tax 2022	0.00	259.00	0.00	259.00
30/06/2023	Closing Balance	0.00	0.00	0.00	259.00
Investment Losses / Realised Capital Losses / Shares in Listed Companies / Australian Clinical Labs Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
21/10/2022	Listed Security Sale	0.00	1,258.25	0.00	1,258.25
30/06/2023	Closing Balance	0.00	0.00	0.00	1,258.25
Investment Losses / Realised Capital Losses / Shares in Listed Companies / CSL Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
17/10/2022	Listed Security Sale	0.00	0.00	1,647.99	1,647.99
30/06/2023	Closing Balance	0.00	0.00	0.00	1,647.99
Investment Losses / Realised Capital Losses / Shares in Listed Companies / Sonic Healthcare Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
18/10/2022	Listed Security Sale	0.00	702.35	0.00	702.35
30/06/2023	Closing Balance	0.00	0.00	0.00	702.35
Investment Losses / Realised Traditional Security Losses / Other Fixed Interest Securities / Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
21/10/2022	Listed Security Sale	0.00	650.00	0.00	650.00
30/06/2023	Closing Balance	0.00	0.00	0.00	650.00
Investment Losses / Decrease in Market Value / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Market Value Adjustment	0.00	40,000.00	0.00	40,000.00
30/06/2023	Closing Balance	0.00	0.00	0.00	40,000.00
Investment Losses / Decrease in Market Value / Direct Property / Fixtures & Fittings					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Market Value Adjustment	0.00	0.40	0.00	0.40
30/06/2023	Closing Balance	0.00	0.00	0.00	0.40
Investment Losses / Decrease in Market Value / Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Market Value Adjustment	0.00	0.00	367.05	367.05
30/06/2023	Closing Balance	0.00	0.00	0.00	367.05
Investment Losses / Decrease in Market Value / Shares in Listed Companies / Australian Clinical Labs Limited					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Market Value Adjustment	0.00	526.70	0.00	526.70
30/06/2023	Closing Balance	0.00	0.00	0.00	526.70
Investment Losses / Decrease in Market Value / Shares in Listed Companies / CSL Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Market Value Adjustment	0.00	385.32	0.00	385.32
30/06/2023	Closing Balance	0.00	0.00	0.00	385.32
Investment Losses / Decrease in Market Value / Shares in Listed Companies / Sonic Healthcare Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Market Value Adjustment	0.00	0.00	106.90	106.90
30/06/2023	Closing Balance	0.00	0.00	0.00	106.90
Investment Losses / Decrease in Market Value / Shares in Listed Companies / Woodside Energy Group Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Market Value Adjustment	0.00	99.47	0.00	99.47
30/06/2023	Closing Balance	0.00	0.00	0.00	99.47
Income Tax Expense / Income Tax Expense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
23/08/2022	Fund Income Tax	0.00	1,500.00	0.00	1,500.00
24/08/2022	Fund Income Tax	0.00	1,500.00	0.00	3,000.00
25/08/2022	Fund Income Tax	0.00	750.00	0.00	3,750.00

Date	Description	Quantity	Debits	Credits	Balance
25/10/2022	Fund Income Tax	0.00	375.00	0.00	4,125.00
30/06/2023	Fund Income Tax	0.00	1,210.05	0.00	5,335.05
30/06/2023	Closing Balance	0.00	0.00	0.00	5,335.05
Investments - CBA Term Deposit maturing on 8Mar24 @ 3.20% p.a.					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/09/2022	Transfer Out Branch CROYDON	5,000.00	5,000.00	0.00	5,000.00
30/06/2023	Closing Balance	5,000.00	0.00	0.00	5,000.00
Investments - 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	1.00	0.00	0.00	600,000.00
30/06/2023	Market Value Adjustment	0.00	0.00	40,000.00	560,000.00
30/06/2023	Closing Balance	1.00	0.00	0.00	560,000.00
Investments - Fixtures & Fittings					
01/07/2022	Opening Balance	1.00	0.00	0.00	1,441.00
30/06/2023	Market Value Adjustment	0.00	0.00	0.40	1,440.60
30/06/2023	Closing Balance	1.00	0.00	0.00	1,440.60
Investments - Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025					
01/07/2022	Opening Balance	100.00	0.00	0.00	14,553.00
21/10/2022	Listed Security Sale	-100.00	0.00	14,920.05	367.05
30/06/2023	Market Value Adjustment	0.00	367.05	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
Investments - Australian Clinical Labs Limited					
01/07/2022	Opening Balance	1,500.00	0.00	0.00	6,885.00
21/10/2022	Listed Security Sale	-1,000.00	0.00	4,638.30	2,246.70
30/06/2023	Market Value Adjustment	0.00	0.00	526.70	1,720.00
30/06/2023	Closing Balance	500.00	0.00	0.00	1,720.00
Investments - CSL Limited					
01/07/2022	Opening Balance	152.00	0.00	0.00	40,897.00
17/10/2022	Listed Security Sale	-152.00	0.00	40,511.68	385.32
30/06/2023	Market Value Adjustment	0.00	0.00	385.32	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Investments - Sonic Healthcare Limited					
01/07/2022	Opening Balance	250.00	0.00	0.00	8,253.00
18/10/2022	Listed Security Sale	-250.00	0.00	8,359.90	106.90
30/06/2023	Market Value Adjustment	0.00	106.90	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Investments - Woodside Energy Group Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
12/01/2023	Direct Debit 062934 COMMSEC SECURITI COMMSEC	142.00	4,989.95	0.00	4,989.95
30/06/2023	Market Value Adjustment	0.00	0.00	99.47	4,890.48

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	142.00	0.00	0.00	4,890.48
Cash At Bank - CBA Direct Investment Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	11,972.99
01/07/2022	Credit Interest	0.00	1.74	0.00	11,974.73
01/07/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	251.93	11,722.80
04/07/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	183.33	11,539.47
08/07/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	264.59	11,274.88
15/07/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	264.59	11,010.29
19/07/2022	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	1,590.55	0.00	12,600.84
22/07/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	264.59	12,336.25
29/07/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	264.59	12,071.66
01/08/2022	Credit Interest	0.00	4.00	0.00	12,075.66
02/08/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	183.33	11,892.33
05/08/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	277.76	11,614.57
10/08/2022	Direct Credit 123079 ING 060865066 0274217	0.00	10,264.38	0.00	21,878.95
12/08/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	277.76	21,601.19

Date	Description	Quantity	Debits	Credits	Balance
16/08/2022	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	1,590.55	0.00	23,191.74
19/08/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	277.76	22,913.98
23/08/2022	Fast Transfer From Lotia Healthcare Super contribution 1 2023 Super contribution 1 2023	0.00	10,000.00	0.00	32,913.98
24/08/2022	Fast Transfer From Lotia Healthcare Super payment 2 2023 Super payment 2 2023	0.00	10,000.00	0.00	42,913.98
25/08/2022	Fast Transfer From Lotia Healthcare Super payment 3 2023 Super payment 3 2023	0.00	5,000.00	0.00	47,913.98
26/08/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	277.76	47,636.22
29/08/2022	Transfer To Secure Funding NetBank Repayment	0.00	0.00	30,000.00	17,636.22
30/08/2022	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies payment	0.00	0.00	375.00	17,261.22
30/08/2022	Yarra Valley Water NetBank BPAY 344366 03350066396 Yarra water bill	0.00	0.00	242.84	17,018.38
31/08/2022	ASIC NetBank BPAY 17301 2296201843127 ASIC	0.00	0.00	59.00	16,959.38
01/09/2022	Credit Interest	0.00	17.38	0.00	16,976.76
02/09/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	277.76	16,699.00
02/09/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	183.33	16,515.67
03/09/2022	YARRA RANGES RATES NetBank BPAY 8979 933421 Council rates	0.00	0.00	81.05	16,434.62
08/09/2022	Transfer Out Branch CROYDON	0.00	0.00	5,000.00	11,434.62

Date	Description	Quantity	Debits	Credits	Balance
09/09/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	291.17	11,143.45
15/09/2022	Direct Credit 302169 ACL DIV 001281307803	0.00	615.00	0.00	11,758.45
16/09/2022	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	1,590.55	0.00	13,349.00
16/09/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	247.06	13,101.94
16/09/2022	TERRI SCHEER NetBank BPAY 63461 715291712 Landlord Insurance	0.00	0.00	335.00	12,766.94
20/09/2022	Direct Credit 450329 AOFM INDEX BONDS INT97/00800209	0.00	99.53	0.00	12,866.47
21/09/2022	Direct Credit 140504 SONIC HEALTHCARE FIN22/00859818	0.00	150.00	0.00	13,016.47
21/09/2022	SROVIC LAND TAX NetBank BPAY 5249 55407966 Land tax	0.00	0.00	475.75	12,540.72
23/09/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	247.06	12,293.66
30/09/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	247.06	12,046.60
01/10/2022	Credit Interest	0.00	14.40	0.00	12,061.00
04/10/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	183.33	11,877.67
05/10/2022	Direct Credit 458106 CSL LTD DIVIDEND AUF22/01060119	0.00	267.26	0.00	12,144.93
07/10/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	247.06	11,897.87
14/10/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	247.06	11,650.81

Date	Description	Quantity	Debits	Credits	Balance
18/10/2022	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	1,690.55	0.00	13,341.36
19/10/2022	Direct Credit 062895 COMMONWEALTH SEC COMMSEC	0.00	42,159.67	0.00	55,501.03
20/10/2022	Direct Credit 062895 COMMONWEALTH SEC COMMSEC	0.00	7,657.55	0.00	63,158.58
21/10/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	247.06	62,911.52
24/10/2022	TAX OFFICE PAYMENTS NetBank BPAY 75556 002002313205878121 Income tax 2022	0.00	0.00	2,988.53	59,922.99
25/10/2022	Direct Credit 062895 COMMONWEALTH SEC COMMSEC	0.00	17,650.10	0.00	77,573.09
25/10/2022	Fast Transfer From Lotia Healthcare Super payment 3 Super payment 3	0.00	2,500.00	0.00	80,073.09
25/10/2022	Transfer to other Bank NetBank Repayment Loan 1b	0.00	0.00	50,000.00	30,073.09
26/10/2022	Transfer To Secure Funding NetBank Repayment Loan 2b	0.00	0.00	20,000.00	10,073.09
28/10/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	247.06	9,826.03
01/11/2022	Credit Interest	0.00	30.37	0.00	9,856.40
04/11/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	118.07	9,738.33
11/11/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	118.07	9,620.26
18/11/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	118.07	9,502.19

Date	Description	Quantity	Debits	Credits	Balance
25/11/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	118.07	9,384.12
28/11/2022	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies invoice	0.00	0.00	375.00	9,009.12
02/12/2022	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	754.24	0.00	9,763.36
02/12/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	120.64	9,642.72
02/12/2022	Yarra Valley Water NetBank BPAY 344366 03350066396 Water Bill	0.00	0.00	161.24	9,481.48
09/12/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	120.64	9,360.84
15/12/2022	ASIC NetBank BPAY 17301 2296222992812 Lotia Holdings Fee	0.00	0.00	290.00	9,070.84
16/12/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	120.64	8,950.20
23/12/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	120.64	8,829.56
30/12/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	120.64	8,708.92
03/01/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	1,590.55	0.00	10,299.47
06/01/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	10,176.23
12/01/2023	Direct Debit 062934 COMMSEC SECURITI COMMSEC	0.00	0.00	4,989.95	5,186.28
13/01/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	5,063.04

Date	Description	Quantity	Debits	Credits	Balance
20/01/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	4,939.80
24/01/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	1,334.80	0.00	6,274.60
27/01/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	6,151.36
01/02/2023	Credit Interest	0.00	5.29	0.00	6,156.65
03/02/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	6,033.41
10/02/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	5,910.17
17/02/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	5,786.93
24/02/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	1,630.97	0.00	7,417.90
24/02/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	7,294.66
27/02/2023	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies	0.00	0.00	375.00	6,919.66
27/02/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 PAYG	0.00	0.00	893.00	6,026.66
01/03/2023	Credit Interest	0.00	0.23	0.00	6,026.89
03/03/2023	ASIC NetBank BPAY 17301 2291291095753 Annual payment	0.00	0.00	290.00	5,736.89
03/03/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	5,613.65
03/03/2023	Yarra Valley Water NetBank BPAY 344366 03350066396 Water charges	0.00	0.00	157.73	5,455.92

Date	Description	Quantity	Debits	Credits	Balance
10/03/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	125.84	5,330.08
17/03/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	125.84	5,204.24
21/03/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	1,630.97	0.00	6,835.21
24/03/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	125.84	6,709.37
31/03/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	125.84	6,583.53
01/04/2023	Credit Interest	0.00	1.51	0.00	6,585.04
05/04/2023	Direct Credit 458106 WOODSIDE FIN22/00993974	0.00	305.92	0.00	6,890.96
06/04/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	128.45	6,762.51
08/04/2023	Fast Transfer From Lotia Healthcare Reimburse Lotia Super Reimburse Lotia Super	0.00	290.00	0.00	7,052.51
14/04/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	128.45	6,924.06
21/04/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	128.45	6,795.61
26/04/2023	Direct Credit 302169 ACL DIV 001295477375	0.00	35.00	0.00	6,830.61
26/04/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	1,630.97	0.00	8,461.58
26/04/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 Notional Tax	0.00	0.00	893.00	7,568.58
28/04/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	128.45	7,440.13

Date	Description	Quantity	Debits	Credits	Balance
01/05/2023	Credit Interest	0.00	2.00	0.00	7,442.13
05/05/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	128.45	7,313.68
12/05/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	128.45	7,185.23
19/05/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	128.45	7,056.78
21/05/2023	Direct Credit 012721 ATO ATO001000018323674	0.00	48.35	0.00	7,105.13
23/05/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	1,630.97	0.00	8,736.10
26/05/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	128.45	8,607.65
30/05/2023	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies Notice	0.00	0.00	375.00	8,232.65
01/06/2023	Credit Interest	0.00	2.27	0.00	8,234.92
02/06/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	131.12	8,103.80
05/06/2023	Yarra Valley Water NetBank BPAY 344366 03350066396	0.00	0.00	159.49	7,944.31
09/06/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	131.12	7,813.19
16/06/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	131.12	7,682.07
23/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	1,630.97	0.00	9,313.04
23/06/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	131.12	9,181.92

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	131.12	9,050.80
30/06/2023	Closing Balance	0.00	0.00	0.00	9,050.80
Cash At Bank - ING Business Optimiser					
01/07/2022	Opening Balance	0.00	0.00	0.00	10,263.26
31/07/2022	Interest Credit	0.00	0.87	0.00	10,264.13
10/08/2022	Account Closure	0.00	0.00	10,264.38	0.25
10/08/2022	Interest Credit	0.00	0.25	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Sundry Assets / Sundry Debtor					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/03/2023	incorrect ASIC payment	0.00	290.00	0.00	290.00
08/04/2023	reimbursement	0.00	0.00	290.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Cash and Cash Equivalents / CBA Term Deposit maturing on 8Mar24 @ 3.20% p.a.					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/09/2022	Paid - Transfer Out Branch CROYDON	0.00	5,000.00	0.00	5,000.00
08/09/2022	Transfer Out Branch CROYDON	0.00	0.00	5,000.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Limited Recourse Borrowing Arrangement / Liberty Loan					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Direct Debit Repayment	0.00	0.00	251.93	251.93
01/07/2022	Direct Debit Repayment	0.00	251.93	0.00	0.00
08/07/2022	Direct Debit Repayment	0.00	0.00	264.59	264.59
08/07/2022	Direct Debit Repayment	0.00	264.59	0.00	0.00
15/07/2022	Direct Debit Repayment	0.00	0.00	264.59	264.59
15/07/2022	Direct Debit Repayment	0.00	264.59	0.00	0.00
22/07/2022	Direct Debit Repayment	0.00	0.00	264.59	264.59
22/07/2022	Direct Debit Repayment	0.00	264.59	0.00	0.00
29/07/2022	Direct Debit Repayment	0.00	0.00	264.59	264.59
29/07/2022	Direct Debit Repayment	0.00	264.59	0.00	0.00
30/07/2022	Interest Charged	0.00	0.00	881.06	881.06
30/07/2022	Interest Charged	0.00	881.06	0.00	0.00
30/07/2022	Service Fee	0.00	0.00	10.00	10.00
30/07/2022	Service Fee	0.00	10.00	0.00	0.00
05/08/2022	Direct Debit Repayment	0.00	0.00	277.76	277.76
05/08/2022	Direct Debit Repayment	0.00	277.76	0.00	0.00
12/08/2022	Direct Debit Repayment	0.00	0.00	277.76	277.76
12/08/2022	Direct Debit Repayment	0.00	277.76	0.00	0.00
19/08/2022	Direct Debit Repayment	0.00	0.00	277.76	277.76

Date	Description	Quantity	Debits	Credits	Balance
19/08/2022	Direct Debit Repayment	0.00	277.76	0.00	0.00
26/08/2022	Direct Debit Repayment	0.00	0.00	277.76	277.76
26/08/2022	Direct Debit Repayment	0.00	277.76	0.00	0.00
30/08/2022	Cash Repayment	0.00	0.00	30,000.00	30,000.00
30/08/2022	Cash Repayment	0.00	30,000.00	0.00	0.00
30/08/2022	Interest Charged	0.00	0.00	979.62	979.62
30/08/2022	Interest Charged	0.00	979.62	0.00	0.00
30/08/2022	Service Fee	0.00	0.00	10.00	10.00
30/08/2022	Service Fee	0.00	10.00	0.00	0.00
02/09/2022	Direct Debit Repayment	0.00	0.00	277.76	277.76
02/09/2022	Direct Debit Repayment	0.00	277.76	0.00	0.00
09/09/2022	Direct Debit Repayment	0.00	0.00	291.17	291.17
09/09/2022	Direct Debit Repayment	0.00	291.17	0.00	0.00
16/09/2022	Direct Debit Repayment	0.00	0.00	247.06	247.06
16/09/2022	Direct Debit Repayment	0.00	247.06	0.00	0.00
23/09/2022	Direct Debit Repayment	0.00	0.00	247.06	247.06
23/09/2022	Direct Debit Repayment	0.00	247.06	0.00	0.00
30/09/2022	Direct Debit Repayment	0.00	0.00	247.06	247.06
30/09/2022	Direct Debit Repayment	0.00	247.06	0.00	0.00
30/09/2022	Interest Charged	0.00	0.00	841.56	841.56

Date	Description	Quantity	Debits	Credits	Balance
30/09/2022	Interest Charged	0.00	841.56	0.00	0.00
30/09/2022	Service Fee	0.00	0.00	10.00	10.00
30/09/2022	Service Fee	0.00	10.00	0.00	0.00
07/10/2022	Direct Debit Repayment	0.00	0.00	247.06	247.06
07/10/2022	Direct Debit Repayment	0.00	247.06	0.00	0.00
14/10/2022	Direct Debit Repayment	0.00	0.00	247.06	247.06
14/10/2022	Direct Debit Repayment	0.00	247.06	0.00	0.00
21/10/2022	Direct Debit Repayment	0.00	0.00	247.06	247.06
21/10/2022	Direct Debit Repayment	0.00	247.06	0.00	0.00
26/10/2022	Cash Repayment	0.00	0.00	50,000.00	50,000.00
26/10/2022	Cash Repayment	0.00	50,000.00	0.00	0.00
27/10/2022	Cash Repayment	0.00	0.00	20,000.00	20,000.00
27/10/2022	Cash Repayment	0.00	20,000.00	0.00	0.00
28/10/2022	Direct Debit Repayment	0.00	0.00	247.06	247.06
28/10/2022	Direct Debit Repayment	0.00	247.06	0.00	0.00
30/10/2022	Interest Charged	0.00	0.00	800.23	800.23
30/10/2022	Interest Charged	0.00	800.23	0.00	0.00
30/10/2022	Service Fee	0.00	0.00	10.00	10.00
30/10/2022	Service Fee	0.00	10.00	0.00	0.00
04/11/2022	Direct Debit Repayment	0.00	0.00	118.07	118.07

Date	Description	Quantity	Debits	Credits	Balance
04/11/2022	Direct Debit Repayment	0.00	118.07	0.00	0.00
11/11/2022	Direct Debit Repayment	0.00	0.00	118.07	118.07
11/11/2022	Direct Debit Repayment	0.00	118.07	0.00	0.00
18/11/2022	Direct Debit Repayment	0.00	0.00	118.07	118.07
18/11/2022	Direct Debit Repayment	0.00	118.07	0.00	0.00
25/11/2022	Direct Debit Repayment	0.00	0.00	118.07	118.07
25/11/2022	Direct Debit Repayment	0.00	118.07	0.00	0.00
30/11/2022	Interest Charged	0.00	0.00	418.25	418.25
30/11/2022	Interest Charged	0.00	418.25	0.00	0.00
30/11/2022	Service Fee	0.00	0.00	10.00	10.00
30/11/2022	Service Fee	0.00	10.00	0.00	0.00
02/12/2022	Direct Debit Repayment	0.00	0.00	120.64	120.64
02/12/2022	Direct Debit Repayment	0.00	120.64	0.00	0.00
09/12/2022	Direct Debit Repayment	0.00	0.00	120.64	120.64
09/12/2022	Direct Debit Repayment	0.00	120.64	0.00	0.00
16/12/2022	Direct Debit Repayment	0.00	0.00	120.64	120.64
16/12/2022	Direct Debit Repayment	0.00	120.64	0.00	0.00
23/12/2022	Direct Debit Repayment	0.00	0.00	120.64	120.64
23/12/2022	Direct Debit Repayment	0.00	120.64	0.00	0.00
30/12/2022	Direct Debit Repayment	0.00	0.00	120.64	120.64

Date	Description	Quantity	Debits	Credits	Balance
30/12/2022	Direct Debit Repayment	0.00	120.64	0.00	0.00
30/12/2022	Interest Charged	0.00	0.00	414.48	414.48
30/12/2022	Interest Charged	0.00	414.48	0.00	0.00
30/12/2022	Service Fee	0.00	0.00	10.00	10.00
30/12/2022	Service Fee	0.00	10.00	0.00	0.00
06/01/2023	Direct Debit Repayment	0.00	0.00	123.24	123.24
06/01/2023	Direct Debit Repayment	0.00	123.24	0.00	0.00
13/01/2023	Direct Debit Repayment	0.00	0.00	123.24	123.24
13/01/2023	Direct Debit Repayment	0.00	123.24	0.00	0.00
20/01/2023	Direct Debit Repayment	0.00	0.00	123.24	123.24
20/01/2023	Direct Debit Repayment	0.00	123.24	0.00	0.00
27/01/2023	Direct Debit Repayment	0.00	0.00	123.24	123.24
27/01/2023	Direct Debit Repayment	0.00	123.24	0.00	0.00
30/01/2023	Interest Charged	0.00	0.00	433.30	433.30
30/01/2023	Interest Charged	0.00	433.30	0.00	0.00
30/01/2023	Service Fee	0.00	0.00	10.00	10.00
30/01/2023	Service Fee	0.00	10.00	0.00	0.00
03/02/2023	Direct Debit Repayment	0.00	0.00	123.24	123.24
03/02/2023	Direct Debit Repayment	0.00	123.24	0.00	0.00
10/02/2023	Direct Debit Repayment	0.00	0.00	123.24	123.24

Date	Description	Quantity	Debits	Credits	Balance
10/02/2023	Direct Debit Repayment	0.00	123.24	0.00	0.00
17/02/2023	Direct Debit Repayment	0.00	0.00	123.24	123.24
17/02/2023	Direct Debit Repayment	0.00	123.24	0.00	0.00
24/02/2023	Direct Debit Repayment	0.00	0.00	123.24	123.24
24/02/2023	Direct Debit Repayment	0.00	123.24	0.00	0.00
28/02/2023	Interest Charged	0.00	0.00	409.58	409.58
28/02/2023	Interest Charged	0.00	409.58	0.00	0.00
28/02/2023	Service Fee	0.00	0.00	10.00	10.00
28/02/2023	Service Fee	0.00	10.00	0.00	0.00
03/03/2023	Direct Debit Repayment	0.00	0.00	123.24	123.24
03/03/2023	Direct Debit Repayment	0.00	123.24	0.00	0.00
10/03/2023	Direct Debit Repayment	0.00	0.00	125.84	125.84
10/03/2023	Direct Debit Repayment	0.00	125.84	0.00	0.00
17/03/2023	Direct Debit Repayment	0.00	0.00	125.84	125.84
17/03/2023	Direct Debit Repayment	0.00	125.84	0.00	0.00
24/03/2023	Direct Debit Repayment	0.00	0.00	125.84	125.84
24/03/2023	Direct Debit Repayment	0.00	125.84	0.00	0.00
30/03/2023	Interest Charged	0.00	0.00	436.02	436.02
30/03/2023	Interest Charged	0.00	436.02	0.00	0.00
30/03/2023	Service Fee	0.00	0.00	10.00	10.00

Date	Description	Quantity	Debits	Credits	Balance
30/03/2023	Service Fee	0.00	10.00	0.00	0.00
31/03/2023	Direct Debit Repayment	0.00	0.00	125.84	125.84
31/03/2023	Direct Debit Repayment	0.00	125.84	0.00	0.00
06/04/2023	Direct Debit Repayment	0.00	0.00	128.45	128.45
06/04/2023	Direct Debit Repayment	0.00	128.45	0.00	0.00
14/04/2023	Direct Debit Repayment	0.00	0.00	128.45	128.45
14/04/2023	Direct Debit Repayment	0.00	128.45	0.00	0.00
21/04/2023	Direct Debit Repayment	0.00	0.00	128.45	128.45
21/04/2023	Direct Debit Repayment	0.00	128.45	0.00	0.00
28/04/2023	Direct Debit Repayment	0.00	0.00	128.45	128.45
28/04/2023	Direct Debit Repayment	0.00	128.45	0.00	0.00
30/04/2023	Interest Charged	0.00	0.00	455.89	455.89
30/04/2023	Interest Charged	0.00	455.89	0.00	0.00
30/04/2023	Service Fee	0.00	0.00	10.00	10.00
30/04/2023	Service Fee	0.00	10.00	0.00	0.00
05/05/2023	Direct Debit Repayment	0.00	0.00	128.45	128.45
05/05/2023	Direct Debit Repayment	0.00	128.45	0.00	0.00
12/05/2023	Direct Debit Repayment	0.00	0.00	128.45	128.45
12/05/2023	Direct Debit Repayment	0.00	128.45	0.00	0.00
19/05/2023	Direct Debit Repayment	0.00	0.00	128.45	128.45

Date	Description	Quantity	Debits	Credits	Balance
19/05/2023	Direct Debit Repayment	0.00	128.45	0.00	0.00
26/05/2023	Direct Debit Repayment	0.00	0.00	128.45	128.45
26/05/2023	Direct Debit Repayment	0.00	128.45	0.00	0.00
30/05/2023	Interest Charged	0.00	0.00	448.48	448.48
30/05/2023	Interest Charged	0.00	448.48	0.00	0.00
30/05/2023	Service Fee	0.00	0.00	10.00	10.00
30/05/2023	Service Fee	0.00	10.00	0.00	0.00
02/06/2023	Direct Debit Repayment	0.00	0.00	131.12	131.12
02/06/2023	Direct Debit Repayment	0.00	131.12	0.00	0.00
09/06/2023	Direct Debit Repayment	0.00	0.00	131.12	131.12
09/06/2023	Direct Debit Repayment	0.00	131.12	0.00	0.00
16/06/2023	Direct Debit Repayment	0.00	0.00	131.12	131.12
16/06/2023	Direct Debit Repayment	0.00	131.12	0.00	0.00
23/06/2023	Direct Debit Repayment	0.00	0.00	131.12	131.12
23/06/2023	Direct Debit Repayment	0.00	131.12	0.00	0.00
30/06/2023	Direct Debit Repayment	0.00	0.00	131.12	131.12
30/06/2023	Direct Debit Repayment	0.00	131.12	0.00	0.00
30/06/2023	Interest Charged	0.00	0.00	473.09	473.09
30/06/2023	Interest Charged	0.00	473.09	0.00	0.00
30/06/2023	Service Fee	0.00	0.00	10.00	10.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Service Fee	0.00	10.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Shares in Listed Companies / Woodside Energy Group Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
12/01/2023	Direct Debit 062934 COMMSEC SECURITI COMMSEC	0.00	0.00	4,989.95	4,989.95
12/01/2023	Direct Debit 062934 COMMSEC SECURITI COMMSEC	0.00	4,989.95	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Sundry Assets / Sundry Debtor					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/03/2023	incorrect ASIC payment	0.00	0.00	290.00	290.00
03/03/2023	incorrect ASIC payment	0.00	290.00	0.00	0.00
08/04/2023	reimbursement	0.00	0.00	290.00	290.00
08/04/2023	reimbursement	0.00	290.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Disposals / Other Fixed Interest Securities / Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
21/10/2022	Listed Security Sale	0.00	14,270.05	0.00	14,270.05
25/10/2022	Listed Security Sale	0.00	0.00	14,270.05	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
Other Assets - Unsettled Trades / Disposals / Shares in Listed Companies / Australian Clinical Labs Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
21/10/2022	Listed Security Sale	0.00	3,380.05	0.00	3,380.05
25/10/2022	Listed Security Sale	0.00	0.00	3,380.05	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Disposals / Shares in Listed Companies / CSL Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
17/10/2022	Listed Security Sale	0.00	42,159.67	0.00	42,159.67
19/10/2022	Listed Security Sale	0.00	0.00	42,159.67	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Disposals / Shares in Listed Companies / Sonic Healthcare Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
18/10/2022	Listed Security Sale	0.00	7,657.55	0.00	7,657.55
20/10/2022	Listed Security Sale	0.00	0.00	7,657.55	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Dividends / Shares in Listed Companies / Australian Clinical Labs Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
15/09/2022	ACL AUD 0.41 FRANKED, 30% CTR, DRP NIL DISC	0.00	0.00	615.00	615.00
15/09/2022	ACL AUD 0.41 FRANKED, 30% CTR, DRP NIL DISC	0.00	615.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
26/04/2023	ACL AUD 0.07 FRANKED, 30% CTR, DRP SUSP	0.00	0.00	35.00	35.00
26/04/2023	ACL AUD 0.07 FRANKED, 30% CTR, DRP SUSP	0.00	35.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Dividends / Shares in Listed Companies / CSL Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
05/10/2022	CSL USD 1.18, 0.118 FRANKED, 30% CTR, 1.062 CFI, DRP SUSP	0.00	0.00	267.26	267.26
05/10/2022	CSL USD 1.18, 0.118 FRANKED, 30% CTR, 1.062 CFI, DRP SUSP	0.00	267.26	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Dividends / Shares in Listed Companies / Sonic Healthcare Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
21/09/2022	SHL AUD 0.6 FRANKED, 30% CTR, DRP SUSP	0.00	0.00	150.00	150.00
21/09/2022	SHL AUD 0.6 FRANKED, 30% CTR, DRP SUSP	0.00	150.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Dividends / Shares in Listed Companies / Woodside Energy Group Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
05/04/2023	WDS USD 1.44, 1.44 FRANKED, 30% CTR, DRP SUSP	0.00	0.00	305.92	305.92
05/04/2023	WDS USD 1.44, 1.44 FRANKED, 30% CTR, DRP SUSP	0.00	305.92	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Interest / Cash At Bank / CBA Direct Investment Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Credit Interest	0.00	0.00	1.74	1.74
01/07/2022	Credit Interest	0.00	1.74	0.00	0.00
01/08/2022	Credit Interest	0.00	0.00	4.00	4.00
01/08/2022	Credit Interest	0.00	4.00	0.00	0.00
01/09/2022	Credit Interest	0.00	0.00	17.38	17.38
01/09/2022	Credit Interest	0.00	17.38	0.00	0.00
01/10/2022	Credit Interest	0.00	0.00	14.40	14.40
01/10/2022	Credit Interest	0.00	14.40	0.00	0.00
01/11/2022	Credit Interest	0.00	0.00	30.37	30.37
01/11/2022	Credit Interest	0.00	30.37	0.00	0.00
01/02/2023	Credit Interest	0.00	0.00	5.29	5.29
01/02/2023	Credit Interest	0.00	5.29	0.00	0.00
01/03/2023	Credit Interest	0.00	0.00	0.23	0.23
01/03/2023	Credit Interest	0.00	0.23	0.00	0.00
01/04/2023	Credit Interest	0.00	0.00	1.51	1.51
01/04/2023	Credit Interest	0.00	1.51	0.00	0.00
01/05/2023	Credit Interest	0.00	0.00	2.00	2.00

Date	Description	Quantity	Debits	Credits	Balance
01/05/2023	Credit Interest	0.00	2.00	0.00	0.00
01/06/2023	Credit Interest	0.00	0.00	2.27	2.27
01/06/2023	Credit Interest	0.00	2.27	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Interest / Cash At Bank / ING Business Optimiser					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/07/2022	Interest Credit	0.00	0.00	0.87	0.87
31/07/2022	Interest Credit	0.00	0.87	0.00	0.00
10/08/2022	Interest Credit	0.00	0.00	0.25	0.25
10/08/2022	Interest Credit	0.00	0.25	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Interest / Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
20/09/2022	Direct Credit 450329 AOFM INDEX BONDS INT97/00800209	0.00	0.00	99.53	99.53
20/09/2022	Direct Credit 450329 AOFM INDEX BONDS INT97/00800209	0.00	99.53	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Rent / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
23/06/2023	Rental Income/Disbursements Received	0.00	0.00	18,196.64	18,196.64

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	18,196.64	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Contributions / Ms Rizwan Lotia					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
23/08/2022	Contribution Received	0.00	0.00	10,000.00	10,000.00
23/08/2022	Fast Transfer From Lotia Healthcare Super contribution 1 2023 Super contribution 1 2023	0.00	10,000.00	0.00	0.00
24/08/2022	Contribution Received	0.00	0.00	10,000.00	10,000.00
24/08/2022	Fast Transfer From Lotia Healthcare Super payment 2 2023 Super payment 2 2023	0.00	10,000.00	0.00	0.00
25/08/2022	Contribution Received	0.00	0.00	5,000.00	5,000.00
25/08/2022	Fast Transfer From Lotia Healthcare Super payment 3 2023 Super payment 3 2023	0.00	5,000.00	0.00	0.00
25/10/2022	Contribution Received	0.00	0.00	2,500.00	2,500.00
25/10/2022	Fast Transfer From Lotia Healthcare Super payment 3 Super payment 3	0.00	2,500.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Sundry Debtors / ATO Interest Payments					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
21/05/2023	Direct Credit 012721 ATO ATO001000018323674	0.00	0.00	48.35	48.35
21/05/2023	Direct Credit 012721 ATO ATO001000018323674	0.00	48.35	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Sundry Debtors / Sundry					
01/07/2022	Opening Balance	0.00	0.00	0.00	2,289.00
23/06/2023	Sundry Debtors	0.00	0.00	2,289.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Accountancy Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
04/07/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	150.00	150.00
04/07/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	150.00	0.00	0.00
02/08/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	150.00	150.00
02/08/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	150.00	0.00	0.00
02/09/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	150.00	150.00
02/09/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	150.00	0.00	0.00
04/10/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	150.00	150.00
04/10/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	150.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / ASIC Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/08/2022	ASIC NetBank BPAY 17301 2296201843127 ASIC	0.00	0.00	59.00	59.00

Date	Description	Quantity	Debits	Credits	Balance
31/08/2022	ASIC NetBank BPAY 17301 2296201843127 ASIC	0.00	59.00	0.00	0.00
15/12/2022	ASIC NetBank BPAY 17301 2296222992812 Lotia Holdings Fee	0.00	0.00	290.00	290.00
15/12/2022	ASIC NetBank BPAY 17301 2296222992812 Lotia Holdings Fee	0.00	290.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Auditor Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
04/07/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	33.33	33.33
04/07/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	33.33	0.00	0.00
02/08/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	33.33	33.33
02/08/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	33.33	0.00	0.00
02/09/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	33.33	33.33
02/09/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	33.33	0.00	0.00
04/10/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	33.33	33.33
04/10/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	33.33	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Limited Recourse Borrowing Arrangement / Liberty Loan					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/07/2022	Service Fee	0.00	0.00	10.00	10.00
30/07/2022	Service Fee	0.00	10.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/08/2022	Service Fee	0.00	0.00	10.00	10.00
30/08/2022	Service Fee	0.00	10.00	0.00	0.00
30/09/2022	Service Fee	0.00	0.00	10.00	10.00
30/09/2022	Service Fee	0.00	10.00	0.00	0.00
30/10/2022	Service Fee	0.00	0.00	10.00	10.00
30/10/2022	Service Fee	0.00	10.00	0.00	0.00
30/11/2022	Service Fee	0.00	0.00	10.00	10.00
30/11/2022	Service Fee	0.00	10.00	0.00	0.00
30/12/2022	Service Fee	0.00	0.00	10.00	10.00
30/12/2022	Service Fee	0.00	10.00	0.00	0.00
30/01/2023	Service Fee	0.00	0.00	10.00	10.00
30/01/2023	Service Fee	0.00	10.00	0.00	0.00
28/02/2023	Service Fee	0.00	0.00	10.00	10.00
28/02/2023	Service Fee	0.00	10.00	0.00	0.00
30/03/2023	Service Fee	0.00	0.00	10.00	10.00
30/03/2023	Service Fee	0.00	10.00	0.00	0.00
30/04/2023	Service Fee	0.00	0.00	10.00	10.00
30/04/2023	Service Fee	0.00	10.00	0.00	0.00
30/05/2023	Service Fee	0.00	0.00	10.00	10.00
30/05/2023	Service Fee	0.00	10.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Service Fee	0.00	0.00	10.00	10.00
30/06/2023	Service Fee	0.00	10.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Interest Paid / Limited Recourse Borrowing Arrangement / Liberty Loan					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/07/2022	Interest Charged	0.00	0.00	881.06	881.06
30/07/2022	Interest Charged	0.00	881.06	0.00	0.00
30/08/2022	Interest Charged	0.00	0.00	979.62	979.62
30/08/2022	Interest Charged	0.00	979.62	0.00	0.00
30/09/2022	Interest Charged	0.00	0.00	841.56	841.56
30/09/2022	Interest Charged	0.00	841.56	0.00	0.00
30/10/2022	Interest Charged	0.00	0.00	800.23	800.23
30/10/2022	Interest Charged	0.00	800.23	0.00	0.00
30/11/2022	Interest Charged	0.00	0.00	418.25	418.25
30/11/2022	Interest Charged	0.00	418.25	0.00	0.00
30/12/2022	Interest Charged	0.00	0.00	414.48	414.48
30/12/2022	Interest Charged	0.00	414.48	0.00	0.00
30/01/2023	Interest Charged	0.00	0.00	433.30	433.30
30/01/2023	Interest Charged	0.00	433.30	0.00	0.00
28/02/2023	Interest Charged	0.00	0.00	409.58	409.58

Date	Description	Quantity	Debits	Credits	Balance
28/02/2023	Interest Charged	0.00	409.58	0.00	0.00
30/03/2023	Interest Charged	0.00	0.00	436.02	436.02
30/03/2023	Interest Charged	0.00	436.02	0.00	0.00
30/04/2023	Interest Charged	0.00	0.00	455.89	455.89
30/04/2023	Interest Charged	0.00	455.89	0.00	0.00
30/05/2023	Interest Charged	0.00	0.00	448.48	448.48
30/05/2023	Interest Charged	0.00	448.48	0.00	0.00
30/06/2023	Interest Charged	0.00	0.00	473.09	473.09
30/06/2023	Interest Charged	0.00	473.09	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Non-Deductible Expense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
23/06/2023	sundry debtor write off	0.00	2,189.00	0.00	2,189.00
30/06/2023	sundry debtor write off	0.00	0.00	2,189.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Council Rates / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
03/09/2022	YARRA RANGES RATES NetBank BPAY 8979 933421 Council rates	0.00	0.00	81.05	81.05
03/09/2022	YARRA RANGES RATES NetBank BPAY 8979 933421 Council rates	0.00	81.05	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Property Expenses / Insurance Premium / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
16/09/2022	TERRI SCHEER NetBank BPAY 63461 715291712 Landlord Insurance	0.00	0.00	335.00	335.00
16/09/2022	TERRI SCHEER NetBank BPAY 63461 715291712 Landlord Insurance	0.00	335.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Property Expenses / Land Tax / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
21/09/2022	SROVIC LAND TAX NetBank BPAY 5249 55407966 Land tax	0.00	0.00	475.75	475.75
21/09/2022	SROVIC LAND TAX NetBank BPAY 5249 55407966 Land tax	0.00	475.75	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Property Expenses / Strata Levy Fee / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/08/2022	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies payment	0.00	0.00	375.00	375.00
30/08/2022	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies payment	0.00	375.00	0.00	0.00
28/11/2022	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies invoice	0.00	0.00	375.00	375.00
28/11/2022	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies invoice	0.00	375.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
27/02/2023	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies	0.00	0.00	375.00	375.00
27/02/2023	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies	0.00	375.00	0.00	0.00
30/05/2023	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies Notice	0.00	0.00	375.00	375.00
30/05/2023	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies Notice	0.00	375.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Property Expenses / Water Rates / Direct Property / 7 Sarges Mews, Lilydale VIC 3140					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/08/2022	Yarra Valley Water NetBank BPAY 344366 03350066396 Yarra water bill	0.00	0.00	242.84	242.84
30/08/2022	Yarra Valley Water NetBank BPAY 344366 03350066396 Yarra water bill	0.00	242.84	0.00	0.00
02/12/2022	Yarra Valley Water NetBank BPAY 344366 03350066396 Water Bill	0.00	0.00	161.24	161.24
02/12/2022	Yarra Valley Water NetBank BPAY 344366 03350066396 Water Bill	0.00	161.24	0.00	0.00
03/03/2023	Yarra Valley Water NetBank BPAY 344366 03350066396 Water charges	0.00	0.00	157.73	157.73
03/03/2023	Yarra Valley Water NetBank BPAY 344366 03350066396 Water charges	0.00	157.73	0.00	0.00
05/06/2023	Yarra Valley Water NetBank BPAY 344366 03350066396	0.00	0.00	159.49	159.49
05/06/2023	Yarra Valley Water NetBank BPAY 344366 03350066396	0.00	159.49	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Borrowings / Limited Recourse Borrowing Arrangement / Liberty Loan					
01/07/2022	Opening Balance	0.00	0.00	0.00	160,255.80
01/07/2022	Direct Debit Repayment	0.00	251.93	0.00	160,003.87
08/07/2022	Direct Debit Repayment	0.00	264.59	0.00	159,739.28
15/07/2022	Direct Debit Repayment	0.00	264.59	0.00	159,474.69
22/07/2022	Direct Debit Repayment	0.00	264.59	0.00	159,210.10
29/07/2022	Direct Debit Repayment	0.00	264.59	0.00	158,945.51
30/07/2022	Interest Charged	0.00	0.00	881.06	159,826.57
30/07/2022	Service Fee	0.00	0.00	10.00	159,836.57
05/08/2022	Direct Debit Repayment	0.00	277.76	0.00	159,558.81
12/08/2022	Direct Debit Repayment	0.00	277.76	0.00	159,281.05
19/08/2022	Direct Debit Repayment	0.00	277.76	0.00	159,003.29
26/08/2022	Direct Debit Repayment	0.00	277.76	0.00	158,725.53
30/08/2022	Cash Repayment	0.00	30,000.00	0.00	128,725.53
30/08/2022	Interest Charged	0.00	0.00	979.62	129,705.15
30/08/2022	Service Fee	0.00	0.00	10.00	129,715.15
02/09/2022	Direct Debit Repayment	0.00	277.76	0.00	129,437.39
09/09/2022	Direct Debit Repayment	0.00	291.17	0.00	129,146.22
16/09/2022	Direct Debit Repayment	0.00	247.06	0.00	128,899.16

Date	Description	Quantity	Debits	Credits	Balance
23/09/2022	Direct Debit Repayment	0.00	247.06	0.00	128,652.10
30/09/2022	Direct Debit Repayment	0.00	247.06	0.00	128,405.04
30/09/2022	Interest Charged	0.00	0.00	841.56	129,246.60
30/09/2022	Service Fee	0.00	0.00	10.00	129,256.60
07/10/2022	Direct Debit Repayment	0.00	247.06	0.00	129,009.54
14/10/2022	Direct Debit Repayment	0.00	247.06	0.00	128,762.48
21/10/2022	Direct Debit Repayment	0.00	247.06	0.00	128,515.42
26/10/2022	Cash Repayment	0.00	50,000.00	0.00	78,515.42
27/10/2022	Cash Repayment	0.00	20,000.00	0.00	58,515.42
28/10/2022	Direct Debit Repayment	0.00	247.06	0.00	58,268.36
30/10/2022	Interest Charged	0.00	0.00	800.23	59,068.59
30/10/2022	Service Fee	0.00	0.00	10.00	59,078.59
04/11/2022	Direct Debit Repayment	0.00	118.07	0.00	58,960.52
11/11/2022	Direct Debit Repayment	0.00	118.07	0.00	58,842.45
18/11/2022	Direct Debit Repayment	0.00	118.07	0.00	58,724.38
25/11/2022	Direct Debit Repayment	0.00	118.07	0.00	58,606.31
30/11/2022	Interest Charged	0.00	0.00	418.25	59,024.56
30/11/2022	Service Fee	0.00	0.00	10.00	59,034.56
02/12/2022	Direct Debit Repayment	0.00	120.64	0.00	58,913.92
09/12/2022	Direct Debit Repayment	0.00	120.64	0.00	58,793.28

Date	Description	Quantity	Debits	Credits	Balance
16/12/2022	Direct Debit Repayment	0.00	120.64	0.00	58,672.64
23/12/2022	Direct Debit Repayment	0.00	120.64	0.00	58,552.00
30/12/2022	Direct Debit Repayment	0.00	120.64	0.00	58,431.36
30/12/2022	Interest Charged	0.00	0.00	414.48	58,845.84
30/12/2022	Service Fee	0.00	0.00	10.00	58,855.84
06/01/2023	Direct Debit Repayment	0.00	123.24	0.00	58,732.60
13/01/2023	Direct Debit Repayment	0.00	123.24	0.00	58,609.36
20/01/2023	Direct Debit Repayment	0.00	123.24	0.00	58,486.12
27/01/2023	Direct Debit Repayment	0.00	123.24	0.00	58,362.88
30/01/2023	Interest Charged	0.00	0.00	433.30	58,796.18
30/01/2023	Service Fee	0.00	0.00	10.00	58,806.18
03/02/2023	Direct Debit Repayment	0.00	123.24	0.00	58,682.94
10/02/2023	Direct Debit Repayment	0.00	123.24	0.00	58,559.70
17/02/2023	Direct Debit Repayment	0.00	123.24	0.00	58,436.46
24/02/2023	Direct Debit Repayment	0.00	123.24	0.00	58,313.22
28/02/2023	Interest Charged	0.00	0.00	409.58	58,722.80
28/02/2023	Service Fee	0.00	0.00	10.00	58,732.80
03/03/2023	Direct Debit Repayment	0.00	123.24	0.00	58,609.56
10/03/2023	Direct Debit Repayment	0.00	125.84	0.00	58,483.72
17/03/2023	Direct Debit Repayment	0.00	125.84	0.00	58,357.88

Date	Description	Quantity	Debits	Credits	Balance
24/03/2023	Direct Debit Repayment	0.00	125.84	0.00	58,232.04
30/03/2023	Interest Charged	0.00	0.00	436.02	58,668.06
30/03/2023	Service Fee	0.00	0.00	10.00	58,678.06
31/03/2023	Direct Debit Repayment	0.00	125.84	0.00	58,552.22
06/04/2023	Direct Debit Repayment	0.00	128.45	0.00	58,423.77
14/04/2023	Direct Debit Repayment	0.00	128.45	0.00	58,295.32
21/04/2023	Direct Debit Repayment	0.00	128.45	0.00	58,166.87
28/04/2023	Direct Debit Repayment	0.00	128.45	0.00	58,038.42
30/04/2023	Interest Charged	0.00	0.00	455.89	58,494.31
30/04/2023	Service Fee	0.00	0.00	10.00	58,504.31
05/05/2023	Direct Debit Repayment	0.00	128.45	0.00	58,375.86
12/05/2023	Direct Debit Repayment	0.00	128.45	0.00	58,247.41
19/05/2023	Direct Debit Repayment	0.00	128.45	0.00	58,118.96
26/05/2023	Direct Debit Repayment	0.00	128.45	0.00	57,990.51
30/05/2023	Interest Charged	0.00	0.00	448.48	58,438.99
30/05/2023	Service Fee	0.00	0.00	10.00	58,448.99
02/06/2023	Direct Debit Repayment	0.00	131.12	0.00	58,317.87
09/06/2023	Direct Debit Repayment	0.00	131.12	0.00	58,186.75
16/06/2023	Direct Debit Repayment	0.00	131.12	0.00	58,055.63
23/06/2023	Direct Debit Repayment	0.00	131.12	0.00	57,924.51

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Direct Debit Repayment	0.00	131.12	0.00	57,793.39
30/06/2023	Interest Charged	0.00	0.00	473.09	58,266.48
30/06/2023	Service Fee	0.00	0.00	10.00	58,276.48
30/06/2023	Closing Balance	0.00	0.00	0.00	58,276.48
Income Tax Suspense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
24/10/2022	TAX OFFICE PAYMENTS NetBank BPAY 75556 002002313205878121 Income tax 2022	0.00	0.00	2,988.53	2,988.53
24/10/2022	TAX OFFICE PAYMENTS NetBank BPAY 75556 002002313205878121 Income tax 2022	0.00	2,988.53	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Income Tax Payable / Income Tax Payable					
01/07/2022	Opening Balance	0.00	0.00	0.00	2,729.53
24/10/2022	TAX OFFICE PAYMENTS NetBank BPAY 75556 002002313205878121 Income tax 2022	0.00	2,729.53	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Income Tax Payable / Provision for Income Tax					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
23/08/2022	Tax Effect Of Income	0.00	0.00	1,500.00	1,500.00
24/08/2022	Tax Effect Of Income	0.00	0.00	1,500.00	3,000.00

Date	Description	Quantity	Debits	Credits	Balance
25/08/2022	Tax Effect Of Income	0.00	0.00	750.00	3,750.00
25/10/2022	Tax Effect Of Income	0.00	0.00	375.00	4,125.00
30/06/2023	Tax Effect Of Income	0.00	0.00	1,210.05	5,335.05
30/06/2023	Closing Balance	0.00	0.00	0.00	5,335.05
Income Tax Payable / Franking Credits / Shares in Listed Companies / Australian Clinical Labs Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
15/09/2022	ACL AUD 0.41 FRANKED, 30% CTR, DRP NIL DISC	0.00	263.57	0.00	263.57
26/04/2023	ACL AUD 0.07 FRANKED, 30% CTR, DRP SUSP	0.00	15.00	0.00	278.57
30/06/2023	Closing Balance	0.00	0.00	0.00	278.57
Income Tax Payable / Franking Credits / Shares in Listed Companies / CSL Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
05/10/2022	CSL USD 1.18, 0.118 FRANKED, 30% CTR, 1.062 CFI, DRP SUSP	0.00	11.46	0.00	11.46
30/06/2023	Closing Balance	0.00	0.00	0.00	11.46
Income Tax Payable / Franking Credits / Shares in Listed Companies / Sonic Healthcare Limited					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
21/09/2022	SHL AUD 0.6 FRANKED, 30% CTR, DRP SUSP	0.00	64.29	0.00	64.29
30/06/2023	Closing Balance	0.00	0.00	0.00	64.29
Income Tax Payable / Franking Credits / Shares in Listed Companies / Woodside Energy Group Limited					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
05/04/2023	WDS USD 1.44, 1.44 FRANKED, 30% CTR, DRP SUSP	0.00	131.11	0.00	131.11
30/06/2023	Closing Balance	0.00	0.00	0.00	131.11
Income Tax Payable / Income Tax Instalments Paid					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/12/2022	TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 PAYG	0.00	893.00	0.00	893.00
31/03/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 Notional Tax	0.00	893.00	0.00	1,786.00
30/06/2023	Fund Activity Statement	0.00	893.00	0.00	2,679.00
30/06/2023	Closing Balance	0.00	0.00	0.00	2,679.00
Other Taxes Payable / Activity Statement Payable/Refundable					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/12/2022	TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 PAYG	0.00	0.00	893.00	893.00
27/02/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 PAYG	0.00	893.00	0.00	0.00
31/03/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 Notional Tax	0.00	0.00	893.00	893.00
26/04/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 Notional Tax	0.00	893.00	0.00	0.00
30/06/2023	Fund Activity Statement	0.00	0.00	893.00	893.00
30/06/2023	Closing Balance	0.00	0.00	0.00	893.00

Date	Description	Quantity	Debits	Credits	Balance
Fund Suspense / CBA Direct Investment Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/07/2022	Credit Interest	0.00	0.00	1.74	1.74
01/07/2022	Credit Interest	0.00	1.74	0.00	0.00
01/07/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	251.93	251.93
01/07/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	251.93	0.00	0.00
04/07/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	33.33	33.33
04/07/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	150.00	183.33
04/07/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	183.33	0.00	0.00
08/07/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	264.59	264.59
08/07/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	264.59	0.00	0.00
15/07/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	264.59	264.59
15/07/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	264.59	0.00	0.00
19/07/2022	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	1,590.55	1,590.55
22/07/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	264.59	1,855.14
22/07/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	264.59	0.00	1,590.55

Date	Description	Quantity	Debits	Credits	Balance
29/07/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	264.59	1,855.14
29/07/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	264.59	0.00	1,590.55
01/08/2022	Credit Interest	0.00	0.00	4.00	1,594.55
01/08/2022	Credit Interest	0.00	4.00	0.00	1,590.55
02/08/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	33.33	1,623.88
02/08/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	150.00	1,773.88
02/08/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	183.33	0.00	1,590.55
05/08/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	277.76	1,868.31
05/08/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	277.76	0.00	1,590.55
10/08/2022	Direct Credit 123079 ING 060865066 0274217	0.00	0.00	10,264.38	11,854.93
10/08/2022	Direct Credit 123079 ING 060865066 0274217	0.00	10,264.38	0.00	1,590.55
12/08/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	277.76	1,868.31
12/08/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	277.76	0.00	1,590.55
16/08/2022	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	1,590.55	3,181.10
19/08/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	277.76	3,458.86
19/08/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	277.76	0.00	3,181.10

Date	Description	Quantity	Debits	Credits	Balance
23/08/2022	Fast Transfer From Lotia Healthcare Super contribution 1 2023 Super contribution 1 2023	0.00	0.00	10,000.00	13,181.10
23/08/2022	Fast Transfer From Lotia Healthcare Super contribution 1 2023 Super contribution 1 2023	0.00	10,000.00	0.00	3,181.10
24/08/2022	Fast Transfer From Lotia Healthcare Super payment 2 2023 Super payment 2 2023	0.00	0.00	10,000.00	13,181.10
24/08/2022	Fast Transfer From Lotia Healthcare Super payment 2 2023 Super payment 2 2023	0.00	10,000.00	0.00	3,181.10
25/08/2022	Fast Transfer From Lotia Healthcare Super payment 3 2023 Super payment 3 2023	0.00	0.00	5,000.00	8,181.10
25/08/2022	Fast Transfer From Lotia Healthcare Super payment 3 2023 Super payment 3 2023	0.00	5,000.00	0.00	3,181.10
26/08/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	277.76	3,458.86
26/08/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	277.76	0.00	3,181.10
29/08/2022	Transfer To Secure Funding NetBank Repayment	0.00	30,000.00	0.00	26,818.90
30/08/2022	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies payment	0.00	0.00	375.00	26,443.90
30/08/2022	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies payment	0.00	375.00	0.00	26,818.90
30/08/2022	Transfer To Secure Funding NetBank Repayment	0.00	0.00	30,000.00	3,181.10
30/08/2022	Yarra Valley Water NetBank BPAY 344366 03350066396 Yarra water bill	0.00	0.00	242.84	3,423.94
30/08/2022	Yarra Valley Water NetBank BPAY 344366 03350066396 Yarra water bill	0.00	242.84	0.00	3,181.10

Date	Description	Quantity	Debits	Credits	Balance
31/08/2022	ASIC NetBank BPAY 17301 2296201843127 ASIC	0.00	0.00	59.00	3,240.10
31/08/2022	ASIC NetBank BPAY 17301 2296201843127 ASIC	0.00	59.00	0.00	3,181.10
01/09/2022	Credit Interest	0.00	0.00	17.38	3,198.48
01/09/2022	Credit Interest	0.00	17.38	0.00	3,181.10
02/09/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	277.76	3,458.86
02/09/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	277.76	0.00	3,181.10
02/09/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	33.33	3,214.43
02/09/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	150.00	3,364.43
02/09/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	183.33	0.00	3,181.10
03/09/2022	YARRA RANGES RATES NetBank BPAY 8979 933421 Council rates	0.00	0.00	81.05	3,262.15
03/09/2022	YARRA RANGES RATES NetBank BPAY 8979 933421 Council rates	0.00	81.05	0.00	3,181.10
08/09/2022	Transfer Out Branch CROYDON	0.00	0.00	5,000.00	8,181.10
08/09/2022	Transfer Out Branch CROYDON	0.00	5,000.00	0.00	3,181.10
09/09/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	291.17	3,472.27
09/09/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	291.17	0.00	3,181.10
15/09/2022	Direct Credit 302169 ACL DIV 001281307803	0.00	0.00	615.00	3,796.10
15/09/2022	Direct Credit 302169 ACL DIV 001281307803	0.00	615.00	0.00	3,181.10

Date	Description	Quantity	Debits	Credits	Balance
16/09/2022	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	1,590.55	4,771.65
16/09/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	247.06	5,018.71
16/09/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	247.06	0.00	4,771.65
16/09/2022	TERRI SCHEER NetBank BPAY 63461 715291712 Landlord Insurance	0.00	0.00	335.00	5,106.65
16/09/2022	TERRI SCHEER NetBank BPAY 63461 715291712 Landlord Insurance	0.00	335.00	0.00	4,771.65
20/09/2022	Direct Credit 450329 AOFM INDEX BONDS INT97/00800209	0.00	0.00	99.53	4,871.18
20/09/2022	Direct Credit 450329 AOFM INDEX BONDS INT97/00800209	0.00	99.53	0.00	4,771.65
21/09/2022	Direct Credit 140504 SONIC HEALTHCARE FIN22/00859818	0.00	0.00	150.00	4,921.65
21/09/2022	Direct Credit 140504 SONIC HEALTHCARE FIN22/00859818	0.00	150.00	0.00	4,771.65
21/09/2022	SROVIC LAND TAX NetBank BPAY 5249 55407966 Land tax	0.00	0.00	475.75	5,247.40
21/09/2022	SROVIC LAND TAX NetBank BPAY 5249 55407966 Land tax	0.00	475.75	0.00	4,771.65
23/09/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	247.06	5,018.71
23/09/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	247.06	0.00	4,771.65
30/09/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	247.06	5,018.71

Date	Description	Quantity	Debits	Credits	Balance
30/09/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	247.06	0.00	4,771.65
01/10/2022	Credit Interest	0.00	0.00	14.40	4,786.05
01/10/2022	Credit Interest	0.00	14.40	0.00	4,771.65
04/10/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	33.33	4,804.98
04/10/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	0.00	150.00	4,954.98
04/10/2022	Direct Debit 481371 H & R BLOCK LTD 1127	0.00	183.33	0.00	4,771.65
05/10/2022	Direct Credit 458106 CSL LTD DIVIDEND AUF22/01060119	0.00	0.00	267.26	5,038.91
05/10/2022	Direct Credit 458106 CSL LTD DIVIDEND AUF22/01060119	0.00	267.26	0.00	4,771.65
07/10/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	247.06	5,018.71
07/10/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	247.06	0.00	4,771.65
14/10/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	247.06	5,018.71
14/10/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	247.06	0.00	4,771.65
18/10/2022	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	1,690.55	6,462.20
19/10/2022	Direct Credit 062895 COMMONWEALTH SEC COMMSEC	0.00	0.00	42,159.67	48,621.87
19/10/2022	Direct Credit 062895 COMMONWEALTH SEC COMMSEC	0.00	42,159.67	0.00	6,462.20
20/10/2022	Direct Credit 062895 COMMONWEALTH SEC COMMSEC	0.00	0.00	7,657.55	14,119.75

Date	Description	Quantity	Debits	Credits	Balance
20/10/2022	Direct Credit 062895 COMMONWEALTH SEC COMMSEC	0.00	7,657.55	0.00	6,462.20
21/10/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	247.06	6,709.26
21/10/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	247.06	0.00	6,462.20
24/10/2022	TAX OFFICE PAYMENTS NetBank BPAY 75556 002002313205878121 Income tax 2022	0.00	0.00	2,988.53	9,450.73
24/10/2022	TAX OFFICE PAYMENTS NetBank BPAY 75556 002002313205878121 Income tax 2022	0.00	2,988.53	0.00	6,462.20
25/10/2022	Direct Credit 062895 COMMONWEALTH SEC COMMSEC	0.00	0.00	17,650.10	24,112.30
25/10/2022	Direct Credit 062895 COMMONWEALTH SEC COMMSEC	0.00	3,380.05	0.00	20,732.25
25/10/2022	Direct Credit 062895 COMMONWEALTH SEC COMMSEC	0.00	14,270.05	0.00	6,462.20
25/10/2022	Fast Transfer From Lotia Healthcare Super payment 3 Super payment 3	0.00	0.00	2,500.00	8,962.20
25/10/2022	Fast Transfer From Lotia Healthcare Super payment 3 Super payment 3	0.00	2,500.00	0.00	6,462.20
25/10/2022	Transfer to other Bank NetBank Repayment Loan 1b	0.00	50,000.00	0.00	43,537.80
26/10/2022	Transfer to other Bank NetBank Repayment Loan 1b	0.00	0.00	50,000.00	6,462.20
26/10/2022	Transfer To Secure Funding NetBank Repayment Loan 2b	0.00	20,000.00	0.00	13,537.80
27/10/2022	Transfer To Secure Funding NetBank Repayment Loan 2b	0.00	0.00	20,000.00	6,462.20

Date	Description	Quantity	Debits	Credits	Balance
28/10/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	247.06	6,709.26
28/10/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	247.06	0.00	6,462.20
01/11/2022	Credit Interest	0.00	0.00	30.37	6,492.57
01/11/2022	Credit Interest	0.00	30.37	0.00	6,462.20
04/11/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	118.07	6,580.27
04/11/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	118.07	0.00	6,462.20
11/11/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	118.07	6,580.27
11/11/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	118.07	0.00	6,462.20
18/11/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	118.07	6,580.27
18/11/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	118.07	0.00	6,462.20
25/11/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	118.07	6,580.27
25/11/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	118.07	0.00	6,462.20
28/11/2022	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies invoice	0.00	0.00	375.00	6,837.20
28/11/2022	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies invoice	0.00	375.00	0.00	6,462.20
02/12/2022	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	754.24	7,216.44

Date	Description	Quantity	Debits	Credits	Balance
02/12/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	120.64	7,337.08
02/12/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	120.64	0.00	7,216.44
02/12/2022	Yarra Valley Water NetBank BPAY 344366 03350066396 Water Bill	0.00	0.00	161.24	7,377.68
02/12/2022	Yarra Valley Water NetBank BPAY 344366 03350066396 Water Bill	0.00	161.24	0.00	7,216.44
09/12/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	120.64	7,337.08
09/12/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	120.64	0.00	7,216.44
15/12/2022	ASIC NetBank BPAY 17301 2296222992812 Lotia Holdings Fee	0.00	0.00	290.00	7,506.44
15/12/2022	ASIC NetBank BPAY 17301 2296222992812 Lotia Holdings Fee	0.00	290.00	0.00	7,216.44
16/12/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	120.64	7,337.08
16/12/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	120.64	0.00	7,216.44
23/12/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	120.64	7,337.08
23/12/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	120.64	0.00	7,216.44
30/12/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	120.64	7,337.08
30/12/2022	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	120.64	0.00	7,216.44

Date	Description	Quantity	Debits	Credits	Balance
03/01/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	1,590.55	8,806.99
06/01/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	8,930.23
06/01/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	123.24	0.00	8,806.99
12/01/2023	Direct Debit 062934 COMMSEC SECURITI COMMSEC	0.00	0.00	4,989.95	13,796.94
12/01/2023	Direct Debit 062934 COMMSEC SECURITI COMMSEC	0.00	4,989.95	0.00	8,806.99
13/01/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	8,930.23
13/01/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	123.24	0.00	8,806.99
20/01/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	8,930.23
20/01/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	123.24	0.00	8,806.99
24/01/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	1,334.80	10,141.79
27/01/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	10,265.03
27/01/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	123.24	0.00	10,141.79
01/02/2023	Credit Interest	0.00	0.00	5.29	10,147.08
01/02/2023	Credit Interest	0.00	5.29	0.00	10,141.79
03/02/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	10,265.03

Date	Description	Quantity	Debits	Credits	Balance
03/02/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	123.24	0.00	10,141.79
10/02/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	10,265.03
10/02/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	123.24	0.00	10,141.79
17/02/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	10,265.03
17/02/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	123.24	0.00	10,141.79
24/02/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	1,630.97	11,772.76
24/02/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	11,896.00
24/02/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	123.24	0.00	11,772.76
27/02/2023	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies	0.00	0.00	375.00	12,147.76
27/02/2023	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies	0.00	375.00	0.00	11,772.76
27/02/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 PAYG	0.00	0.00	893.00	12,665.76
27/02/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 PAYG	0.00	893.00	0.00	11,772.76
01/03/2023	Credit Interest	0.00	0.00	0.23	11,772.99
01/03/2023	Credit Interest	0.00	0.23	0.00	11,772.76
03/03/2023	ASIC NetBank BPAY 17301 2291291095753 Annual payment	0.00	0.00	290.00	12,062.76

Date	Description	Quantity	Debits	Credits	Balance
03/03/2023	ASIC NetBank BPAY 17301 2291291095753 Annual payment	0.00	290.00	0.00	11,772.76
03/03/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	123.24	11,896.00
03/03/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	123.24	0.00	11,772.76
03/03/2023	Yarra Valley Water NetBank BPAY 344366 03350066396 Water charges	0.00	0.00	157.73	11,930.49
03/03/2023	Yarra Valley Water NetBank BPAY 344366 03350066396 Water charges	0.00	157.73	0.00	11,772.76
10/03/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	125.84	11,898.60
10/03/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	125.84	0.00	11,772.76
17/03/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	125.84	11,898.60
17/03/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	125.84	0.00	11,772.76
21/03/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	1,630.97	13,403.73
24/03/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	125.84	13,529.57
24/03/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	125.84	0.00	13,403.73
31/03/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	125.84	13,529.57
31/03/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	125.84	0.00	13,403.73
01/04/2023	Credit Interest	0.00	0.00	1.51	13,405.24

Date	Description	Quantity	Debits	Credits	Balance
01/04/2023	Credit Interest	0.00	1.51	0.00	13,403.73
05/04/2023	Direct Credit 458106 WOODSIDE FIN22/00993974	0.00	0.00	305.92	13,709.65
05/04/2023	Direct Credit 458106 WOODSIDE FIN22/00993974	0.00	305.92	0.00	13,403.73
06/04/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	128.45	13,532.18
06/04/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	128.45	0.00	13,403.73
08/04/2023	Fast Transfer From Lotia Healthcare Reimburse Lotia Super Reimburse Lotia Super	0.00	0.00	290.00	13,693.73
08/04/2023	Fast Transfer From Lotia Healthcare Reimburse Lotia Super Reimburse Lotia Super	0.00	290.00	0.00	13,403.73
14/04/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	128.45	13,532.18
14/04/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	128.45	0.00	13,403.73
21/04/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	128.45	13,532.18
21/04/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	128.45	0.00	13,403.73
26/04/2023	Direct Credit 302169 ACL DIV 001295477375	0.00	0.00	35.00	13,438.73
26/04/2023	Direct Credit 302169 ACL DIV 001295477375	0.00	35.00	0.00	13,403.73
26/04/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	1,630.97	15,034.70
26/04/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 Notional Tax	0.00	0.00	893.00	15,927.70

Date	Description	Quantity	Debits	Credits	Balance
26/04/2023	TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 Notional Tax	0.00	893.00	0.00	15,034.70
28/04/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	128.45	15,163.15
28/04/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	128.45	0.00	15,034.70
01/05/2023	Credit Interest	0.00	0.00	2.00	15,036.70
01/05/2023	Credit Interest	0.00	2.00	0.00	15,034.70
05/05/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	128.45	15,163.15
05/05/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	128.45	0.00	15,034.70
12/05/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	128.45	15,163.15
12/05/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	128.45	0.00	15,034.70
19/05/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	128.45	15,163.15
19/05/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	128.45	0.00	15,034.70
21/05/2023	Direct Credit 012721 ATO ATO001000018323674	0.00	0.00	48.35	15,083.05
21/05/2023	Direct Credit 012721 ATO ATO001000018323674	0.00	48.35	0.00	15,034.70
23/05/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	1,630.97	16,665.67
26/05/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	128.45	16,794.12

Date	Description	Quantity	Debits	Credits	Balance
26/05/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	128.45	0.00	16,665.67
30/05/2023	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies Notice	0.00	0.00	375.00	17,040.67
30/05/2023	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies Notice	0.00	375.00	0.00	16,665.67
01/06/2023	Credit Interest	0.00	0.00	2.27	16,667.94
01/06/2023	Credit Interest	0.00	2.27	0.00	16,665.67
02/06/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	131.12	16,796.79
02/06/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	131.12	0.00	16,665.67
05/06/2023	Yarra Valley Water NetBank BPAY 344366 03350066396	0.00	0.00	159.49	16,825.16
05/06/2023	Yarra Valley Water NetBank BPAY 344366 03350066396	0.00	159.49	0.00	16,665.67
09/06/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	131.12	16,796.79
09/06/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	131.12	0.00	16,665.67
16/06/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	131.12	16,796.79
16/06/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	131.12	0.00	16,665.67
23/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	0.00	16,665.67
23/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	0.00	16,665.67

Date	Description	Quantity	Debits	Credits	Balance
23/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	0.00	16,665.67
23/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	0.00	16,665.67
23/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	0.00	16,665.67
23/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	0.00	16,665.67
23/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	0.00	16,665.67
23/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	0.00	16,665.67
23/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	0.00	16,665.67
23/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	0.00	16,665.67
23/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	0.00	16,665.67
23/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	1,630.97	18,296.64
23/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	0.00	2,189.00	20,485.64
23/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	2,289.00	0.00	18,196.64
23/06/2023	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily	0.00	18,196.64	0.00	0.00
23/06/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	131.12	131.12

Date	Description	Quantity	Debits	Credits	Balance
23/06/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	131.12	0.00	0.00
30/06/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	0.00	131.12	131.12
30/06/2023	Direct Debit 400984 SECURE FUNDING P 3031566	0.00	131.12	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Fund Suspense / ING Business Optimiser					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/07/2022	Interest Credit	0.00	0.00	0.87	0.87
31/07/2022	Interest Credit	0.00	0.87	0.00	0.00
10/08/2022	Account Closure	0.00	0.00	10,264.38	10,264.38
10/08/2022	Account Closure	0.00	10,264.38	0.00	0.00
10/08/2022	Interest Credit	0.00	0.00	0.25	0.25
10/08/2022	Interest Credit	0.00	0.25	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Member Entitlement Accounts / Ms Rizwan Lotia / Accumulation					
01/07/2022	Opening Balance	0.00	0.00	0.00	533,568.92
23/08/2022	Contribution Tax Withheld	0.00	1,500.00	0.00	532,068.92
23/08/2022	Fast Transfer From Lotia Healthcare Super contribution 1 2023 Super contribution 1 2023	0.00	0.00	10,000.00	542,068.92
24/08/2022	Contribution Tax Withheld	0.00	1,500.00	0.00	540,568.92

Date	Description	Quantity	Debits	Credits	Balance
24/08/2022	Fast Transfer From Lotia Healthcare Super payment 2 2023 Super payment 2 2023	0.00	0.00	10,000.00	550,568.92
25/08/2022	Contribution Tax Withheld	0.00	750.00	0.00	549,818.92
25/08/2022	Fast Transfer From Lotia Healthcare Super payment 3 2023 Super payment 3 2023	0.00	0.00	5,000.00	554,818.92
25/10/2022	Contribution Tax Withheld	0.00	375.00	0.00	554,443.92
25/10/2022	Fast Transfer From Lotia Healthcare Super payment 3 Super payment 3	0.00	0.00	2,500.00	556,943.92
30/06/2023	Income Taxes Allocated	0.00	1,210.05	0.00	555,733.87
30/06/2023	Investment Profit or Loss	0.00	34,972.09	0.00	520,761.78
30/06/2023	Closing Balance	0.00	0.00	0.00	520,761.78

Permanent Documents

[Lotia Super \(SMSF Variation\) Signed.pdf](#)

[OCR_RizwanM.Lotia Trustee Declaration Signed.pdf](#)

[Lotia Super Pty Ltd_ASIC Extract.pdf](#)

Prior Year Documents

[2022 Client Package - Lotia Super.pdf](#)

Self-managed superannuation fund annual return **2023**

Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the *Fund income tax return 2023* (NAT 71287).

- ! The *Self-managed superannuation fund annual return instructions 2023* (NAT 71606) (the instructions) can assist you to complete this annual return.
- The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via ABR.gov.au or complete the Change of details for superannuation entities form (NAT 3036).

To complete this annual return

- Print clearly, using a BLACK pen only.
- Use BLOCK LETTERS and print one character per box.

S M I T H S T

- Place X in ALL applicable boxes.

➤ Postal address for annual returns:

Australian Taxation Office
GPO Box 9845
[insert the name and postcode
of your capital city]

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

1 **Tax file number (TFN)**

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

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

2 **Name of self-managed superannuation fund (SMSF)**

Lotia Super

3 **Australian business number (ABN)** (if applicable)

4 **Current postal address**

PO Box 230

Suburb/town

Glen Osmond

State/territory

SA

Postcode

5064

5 **Annual return status**

Is this an amendment to the SMSF's 2023 return?

A No Yes

Is this the first required return for a newly registered SMSF?

B No Yes

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

6 SMSF auditor

Auditor's name

Title: MR

Family name

Boys

First given name

Anthony

Other given names

SMSF Auditor Number

100014140

Auditor's phone number

04

10702708

Postal address

PO Box 3376

Suburb/town

Rundle Mall

State/territory

SA

Postcode

5000

Date audit was completed

A

Day Month Year

Was Part A of the audit report qualified?

B No Yes

Was Part B of the audit report qualified?

C No Yes

If Part B of the audit report was qualified, have the reported issues been rectified?

D No Yes **7 Electronic funds transfer (EFT)**

We need your self-managed super fund's financial institution details to pay any super payments and tax refunds owing to you.

A Fund's financial institution account details

This account is used for super contributions and rollovers. Do not provide a tax agent account here.

Fund BSB number 062692

Fund account number 31509092

Fund account name

Lotia Super Pty Ltd ATF Lotia Super

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

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

BSB number

Account number

Account name

C Electronic service address alias

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

smsfdataflow

Fund's tax file number (TFN)

- 8 Status of SMSF** Australian superannuation fund **A** No Yes Fund benefit structure **B** Code
- Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Amounts? **C** No Yes

9 Was the fund wound up during the income year?

No Yes If yes, provide the date on which the fund was wound up Day Month Year Have all tax lodgment and payment obligations been met? No Yes

10 Exempt current pension income

Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year?

To claim a tax exemption for current pension income, you must pay at least the minimum benefit payment under the law. Record exempt current pension income at Label **A**.

No Go to Section B: Income.

Yes Exempt current pension income amount **A** \$.00

Which method did you use to calculate your exempt current pension income?

Segregated assets method **B**

Unsegregated assets method **C** Was an actuarial certificate obtained? **D** Yes

Did the fund have any other income that was assessable?

E Yes Go to Section B: Income.

No Choosing 'No' means that you do not have any assessable income, including no-TFN quoted contributions. Go to Section C: Deductions and non-deductible expenses. (Do **not** complete Section B: Income.)

If you are entitled to claim any tax offsets, you can list these at Section D: Income tax calculation statement.

Fund's tax file number (TFN)

Section B: Income

Do not complete this section if all superannuation interests in the SMSF were supporting superannuation income streams in the retirement phase for the **entire year**, there was **no** other income that was assessable, and you **have not** realised a deferred notional gain. If you are entitled to claim any tax offsets, you can record these at Section D: Income tax calculation statement.

11 Income

Did you have a capital gains tax (CGT) event during the year? **G** No Yes

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2023*.

Have you applied an exemption or rollover? **M** No Yes Code

Net capital gain **A** \$ -00

Gross rent and other leasing and hiring income **B** \$ -00

Gross interest **C** \$ -00

Forestry managed investment scheme income **X** \$ -00

Gross foreign income D1 \$ <input type="text" value="0"/> -00	Net foreign income D \$ <input type="text" value="0"/> -00	Loss <input type="checkbox"/>
--	---	-------------------------------

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

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

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

Calculation of assessable contributions

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

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

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

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

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

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

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

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

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

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

Calculation of non-arm's length income

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

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

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

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

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

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

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

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

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

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

Fund's tax file number (TFN)

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

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

DEDUCTIONS		NON-DEDUCTIBLE EXPENSES	
Interest expenses within Australia	A1 \$ <input type="text" value="6991"/> -00	A2 \$ <input type="text" value="0"/> -00	
Interest expenses overseas	B1 \$ <input type="text" value="0"/> -00	B2 \$ <input type="text" value="0"/> -00	
Capital works expenditure	D1 \$ <input type="text" value="0"/> -00	D2 \$ <input type="text" value="0"/> -00	
Decline in value of depreciating assets	E1 \$ <input type="text" value="0"/> -00	E2 \$ <input type="text" value="0"/> -00	
Insurance premiums – members	F1 \$ <input type="text" value="0"/> -00	F2 \$ <input type="text" value="0"/> -00	
SMSF auditor fee	H1 \$ <input type="text" value="133"/> -00	H2 \$ <input type="text" value="0"/> -00	
Investment expenses	I1 \$ <input type="text" value="5758"/> -00	I2 \$ <input type="text" value="0"/> -00	
Management and administration expenses	J1 \$ <input type="text" value="949"/> -00	J2 \$ <input type="text" value="2189"/> -00	
Forestry managed investment scheme expense	U1 \$ <input type="text" value="0"/> -00	U2 \$ <input type="text" value="0"/> -00	
Other amounts	L1 \$ <input type="text" value="909"/> -00 <input type="text" value="0"/>	L2 \$ <input type="text" value="0"/> -00 <input type="text" value="0"/>	
Tax losses deducted	M1 \$ <input type="text" value="0"/> -00		

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

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

#TAXABLE INCOME OR LOSS
O \$ -00 Loss
 (TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)

TOTAL SMSF EXPENSES
Z \$ -00
 (N plus Y)

#This is a mandatory label.

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

Section D: Income tax calculation statement

#Important:

Section B label **R3**, Section C label **O** and Section D labels **A, T1, J, T5** and **I** are mandatory. If you leave these labels blank, you will have specified a zero amount.

13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2023* on how to complete the calculation statement.

#Taxable income	A	\$	<input type="text" value="35567"/>	-00
<i>(an amount must be included even if it is zero)</i>				
#Tax on taxable income	T1	\$	<input type="text" value="5335.05"/>	
<i>(an amount must be included even if it is zero)</i>				
#Tax on no-TFN-quoted contributions	J	\$	<input type="text" value="0"/>	
<i>(an amount must be included even if it is zero)</i>				

Gross tax **B** \$
(T1 plus J)

Foreign income tax offset	C1	\$	<input type="text" value="0"/>	
Rebates and tax offsets	C2	\$	<input type="text"/>	
Non-refundable non-carry forward tax offsets	C	\$	<input type="text" value="0"/>	
<i>(C1 plus C2)</i>				

SUBTOTAL 1
T2 \$
(B less C – cannot be less than zero)

Early stage venture capital limited partnership tax offset	D1	\$	<input type="text" value="0"/>	
Early stage venture capital limited partnership tax offset carried forward from previous year	D2	\$	<input type="text" value="0"/>	
Early stage investor tax offset	D3	\$	<input type="text" value="0"/>	
Early stage investor tax offset carried forward from previous year	D4	\$	<input type="text" value="0"/>	
Non-refundable carry forward tax offsets	D	\$	<input type="text" value="0"/>	
<i>(D1 plus D2 plus D3 plus D4)</i>				

SUBTOTAL 2
T3 \$
(T2 less D – cannot be less than zero)

Complying fund's franking credits tax offset	E1	\$	<input type="text" value="485.43"/>	
No-TFN tax offset	E2	\$	<input type="text"/>	
National rental affordability scheme tax offset	E3	\$	<input type="text"/>	
Exploration credit tax offset	E4	\$	<input type="text"/>	
Refundable tax offsets	E	\$	<input type="text" value="485.43"/>	
<i>(E1 plus E2 plus E3 plus E4)</i>				

#TAX PAYABLE **T5** \$
(T3 less E – cannot be less than zero)

Section 102AAM interest charge
G \$

Fund's tax file number (TFN)

Credit for tax withheld – foreign resident withholding (excluding capital gains)	
H2 \$	<input type="text" value="0"/>
Credit for tax withheld – where ABN or TFN not quoted (non-individual)	
H3 \$	<input type="text" value="0"/>
Credit for TFN amounts withheld from payments from closely held trusts	
H5 \$	<input type="text"/>
Credit for interest on no-TFN tax offset	
H6 \$	<input type="text"/>
Credit for foreign resident capital gains withholding amounts	
H8 \$	<input type="text"/>
Eligible credits	
H \$	<input type="text" value="0"/>
<i>(H2 plus H3 plus H5 plus H6 plus H8)</i>	

#Tax offset refunds <small>(Remainder of refundable tax offsets)</small>	I \$	<input type="text" value="0"/>
<small>(unused amount from label E – an amount must be included even if it is zero)</small>		

PAYG instalments raised

K \$

Supervisory levy

L \$

Supervisory levy adjustment for wound up funds

M \$

Supervisory levy adjustment for new funds

N \$

AMOUNT DUE OR REFUNDABLE <small>A positive amount at S is what you owe, while a negative amount is refundable to you.</small>	S \$	<input type="text" value="2429.62"/>
<small>(T5 plus G less H less I less K plus L less M plus N)</small>		

#This is a mandatory label.

Section E: Losses

14 Losses

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

Tax losses carried forward to later income years	U \$	<input type="text" value="0"/>	-00
Net capital losses carried forward to later income years	V \$	<input type="text" value="313"/>	-00

Section F: Member information

MEMBER 1

Title:

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date

H1

Assessable foreign superannuation fund amount

I \$

Non-assessable foreign superannuation fund amount

J \$

Transfer from reserve: assessable amount

K \$

Transfer from reserve: non-assessable amount

L \$

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

T \$

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

M \$

TOTAL CONTRIBUTIONS N \$

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

Other transactions

Allocated earnings or losses

O \$

Loss

Inward rollovers and transfers

P \$

Outward rollovers and transfers

Q \$

Lump Sum payments

R1 \$

Income stream payments

R2 \$

Code

Code

Accumulation phase account balance
S1 \$

Retirement phase account balance - Non CDBIS
S2 \$

Retirement phase account balance - CDBIS
S3 \$

TRIS Count

CLOSING ACCOUNT BALANCE S \$

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

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

Fund's tax file number (TFN)

Section H: **Assets and liabilities**

15 ASSETS

15a Australian managed investments

Listed trusts **A** \$ -00
 Unlisted trusts **B** \$ -00
 Insurance policy **C** \$ -00
 Other managed investments **D** \$ -00

15b Australian direct investments

Limited recourse borrowing arrangements
 Australian residential real property
J1 \$ -00
 Australian non-residential real property
J2 \$ -00
 Overseas real property
J3 \$ -00
 Australian shares
J4 \$ -00
 Overseas shares
J5 \$ -00
 Other
J6 \$ -00
 Property count
J7

Cash and term deposits **E** \$ -00
 Debt securities **F** \$ -00
 Loans **G** \$ -00
 Listed shares **H** \$ -00
 Unlisted shares **I** \$ -00
Limited recourse borrowing arrangements **J** \$ -00
 Non-residential real property **K** \$ -00
 Residential real property **L** \$ -00
 Collectables and personal use assets **M** \$ -00
 Other assets **O** \$ -00

15c Other investments

Crypto-Currency **N** \$ -00

15d Overseas direct investments

Overseas shares **P** \$ -00
 Overseas non-residential real property **Q** \$ -00
 Overseas residential real property **R** \$ -00
 Overseas managed investments **S** \$ -00
 Other overseas assets **T** \$ -00

TOTAL AUSTRALIAN AND OVERSEAS ASSETS **U** \$ -00
 (Sum of labels **A** to **T**)

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year?
A No Yes \$ -00

Fund's tax file number (TFN)

15f Limited recourse borrowing arrangements

If the fund had an LRBA were the LRBA borrowings from a licensed financial institution? **A** No Yes

Did the members or related parties of the fund use personal guarantees or other security for the LRBA? **B** No Yes

16 LIABILITIES

Borrowings for limited recourse borrowing arrangements	V1 \$ <input type="text" value="58276"/> -00	
Permissible temporary borrowings	V2 \$ <input type="text"/> -00	
Other borrowings	V3 \$ <input type="text"/> -00	
	Borrowings	V \$ <input type="text" value="58276"/> -00
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)	W \$ <input type="text" value="520761"/> -00	
Reserve accounts	X \$ <input type="text" value="0"/> -00	
Other liabilities	Y \$ <input type="text" value="3063"/> -00	
TOTAL LIABILITIES	Z \$ <input type="text" value="582100"/> -00	

Section I: Taxation of financial arrangements

17 Taxation of financial arrangements (TOFA)

Total TOFA gains **H** \$ -00

Total TOFA losses **I** \$ -00

Section J: Other information

Family trust election status

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

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

Interposed entity election status

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

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

Section K: **Declarations**

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

Important

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

Privacy

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

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

TRUSTEE'S OR DIRECTOR'S DECLARATION:

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

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

Date Day / Month / Year

Preferred trustee or director contact details:

Title:

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return Hrs

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

TAX AGENT'S DECLARATION:

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

Tax agent's signature

Date Day / Month / Year

Tax agent's contact details

Title:

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

Lotia Super
Investment Revaluation as at 30 June 2023

Investment	Price Date	Market Price	Quantity	Market Value	Change in Market Value	
Listed Securities Market						
ACL	Australian Clinical Labs Limited (ASX:ACL)	30 Jun 2023	3.44000	500.00000	1,720.00	(526.70)
CSL	CSL Limited (ASX:CSL)	30 Jun 2023	277.38000	0.00000	0.00	(385.32)
SHL	Sonic Healthcare Limited (ASX:SHL)	30 Jun 2023	35.57000	0.00000	0.00	106.90
WDS	Woodside Energy Group Limited (ASX:WDS)	30 Jun 2023	34.44000	142.00000	4,890.48	(99.47)
XCLWP	Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025 (ASX:XCLWP)	30 Jun 2022	0.00000	0.00000	0.00	367.05
Listed Securities Market Total				6,610.48	(537.54)	
Property Direct Market						
FIXTURES	Fixtures & Fittings	30 Jun 2023	1,440.60000	1.00000	1,440.60	(0.40)
LILYDALE	7 Sarges Mews, Lilydale VIC 3140	30 Jun 2023	560,000.00000	1.00000	560,000.00	(40,000.00)
LRBA	Liberty Loan			1.00000	(58,276.48)	0.00
Property Direct Market Total				503,164.12	(40,000.40)	
Fund Total				509,774.60	(40,537.94)	

Lotia Super
Investment Income Comparison Report
For the period 1 July 2022 to 30 June 2023

Payment Date	Income Type	Ledger Data		Diff *	Announcement Data					
		Total Income	Tax Credits+		Quantity	Held < 45 Days	Amount Per Unit	Total Income	Tax Credits+	
Cash At Bank										
CBA.BACCT: CBA Direct Investment Account										
01/07/2022	Interest	1.74	0.00							
01/08/2022	Interest	4.00	0.00							
01/09/2022	Interest	17.38	0.00							
01/10/2022	Interest	14.40	0.00							
01/11/2022	Interest	30.37	0.00							
01/02/2023	Interest	5.29	0.00							
01/03/2023	Interest	0.23	0.00							
01/04/2023	Interest	1.51	0.00							
01/05/2023	Interest	2.00	0.00							
01/06/2023	Interest	2.27	0.00							
		79.19	0.00							
ING.BACCT: ING Business Optimiser										
31/07/2022	Interest	0.87	0.00							
10/08/2022	Interest	0.25	0.00							
		1.12	0.00							
Total		80.31	0.00							
Other Fixed Interest Securities										
XCLWP: Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025 (ASX:XCLWP)										
20/09/2022	Interest	99.53	0.00	*						
		99.53	0.00							
Total		99.53	0.00							
Shares in Listed Companies										
ACL: Australian Clinical Labs Limited (ASX:ACL)										
15/09/2022	Dividend	615.00	263.57		1,500	0	0.4100	615.00	263.57	
26/04/2023	Dividend	35.00	15.00		500	0	0.0700	35.00	15.00	
		650.00	278.57					650.00	278.57	
CSL: CSL Limited (ASX:CSL)										
05/10/2022	Dividend	267.26	11.46	*	152	0	1.7583	267.26	11.45	
		267.26	11.46					267.26	11.45	
SHL: Sonic Healthcare Limited (ASX:SHL)										
21/09/2022	Dividend	150.00	64.29		250	0	0.6000	150.00	64.29	
		150.00	64.29					150.00	64.29	
WDS: Woodside Energy Group Limited (ASX:WDS)										
05/04/2023	Dividend	305.92	131.11		142	0	2.1544	305.92	131.11	
		305.92	131.11					305.92	131.11	
Total		1,373.18	485.43					1,373.18	485.42	

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

Lotia Super

Tax Accounting Reconciliation

For the period 1 July 2022 to 30 June 2023

Operating Statement Profit vs. Provision for Income Tax	2023 \$
Benefits Accrued as a Result of Operations before Income Tax	(7,472.09)
<u>ADD:</u>	
Decrease in Market Value	40,537.94
Non-Deductible Expenses	2,189.00
Realised Capital Losses	312.61
<u>LESS:</u>	
Rounding	0.46
Taxable Income or Loss	<u><u>35,567.00</u></u>

	Income Amount	Tax Amount
Gross Tax @ 15% for Concessional Income	35,567.00	5,335.05
Gross Tax @ 45% for Net Non-Arm's Length Income	0.00	0.00
No-TFN Quoted Contributions @ 32%	0.00	0.00
Change in Carried Forward Losses	0.00	0.00
Provision for Income Tax		<u><u>5,335.05</u></u>

Provision for Income Tax vs. Income Tax Expense

Provision for Income Tax	<u>5,335.05</u>
Income Tax Expense	<u><u>5,335.05</u></u>

Provision for Income Tax vs. Income Tax Payable

Provision for Income Tax	5,335.05
<u>LESS:</u>	
Franking Credits	485.43
Income Tax Instalments Paid	2,679.00
Income Tax Payable (Receivable)	<u><u>2,170.62</u></u>

Exempt Current Pension Income Settings

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

Lotia Super
Statement of Taxable Income
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
				Section B
Income				
Net Capital Gain				
Gross Capital Gain - Shares & Units - Listed Shares	As Per Investment Disposals CGT Report	30 Jun 2023	A	3,585.00
Deferred Capital Gain Realised		30 Jun 2023	A	0.00
Less Capital Losses Applied		30 Jun 2023	A	(3,585.00)
Less Discount		30 Jun 2023	A	0.00
Total Net Capital Gain			A	0.00
Gross Rent and Other Leasing & Hiring Income				
Rental Income/Disbursements Received	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	30 Jun 2023	B	20,722.18
<i>Less Rounding</i>			B	(0.18)
Total Gross Rent and Other Leasing & Hiring Income			B	20,722.00
Gross Interest				
Direct Credit 012721 ATO ATO001000018323674		21 May 2023	C	48.35
Credit Interest	CBA.BACCT: CBA Direct Investment Account	01 Jul 2022	C	1.74
Credit Interest	CBA.BACCT: CBA Direct Investment Account	01 Aug 2022	C	4.00
Credit Interest	CBA.BACCT: CBA Direct Investment Account	01 Sep 2022	C	17.38
Credit Interest	CBA.BACCT: CBA Direct Investment Account	01 Oct 2022	C	14.40
Credit Interest	CBA.BACCT: CBA Direct Investment Account	01 Nov 2022	C	30.37
Credit Interest	CBA.BACCT: CBA Direct Investment Account	01 Feb 2023	C	5.29
Credit Interest	CBA.BACCT: CBA Direct Investment Account	01 Mar 2023	C	0.23
Credit Interest	CBA.BACCT: CBA Direct Investment Account	01 Apr 2023	C	1.51
Credit Interest	CBA.BACCT: CBA Direct Investment Account	01 May 2023	C	2.00
Credit Interest	CBA.BACCT: CBA Direct Investment Account	01 Jun 2023	C	2.27
Interest Credit	ING.BACCT: ING Business Optimiser	31 Jul 2022	C	0.87
Interest Credit	ING.BACCT: ING Business Optimiser	10 Aug 2022	C	0.25
Direct Credit 450329 AOFM INDEX BONDS INT97/00800209	XCLWP: Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025	20 Sep 2022	C	99.53
<i>Less Rounding</i>			C	(0.19)
Total Gross Interest			C	228.00
Total Forestry Managed Investment Scheme Income			X	0.00
Total Net Foreign Income			D	0.00
Total Australian Franking Credits from a New Zealand Company			E	0.00
Total Transfers from Foreign Funds			F	0.00
Total Gross Payments where ABN not quoted			H	0.00
Total Gross Distribution from Partnerships			I	0.00
Unfranked Dividend Amount				
CSL USD 1.18, 0.118 FRANKED, 30% CTR, 1.062 CFI, DRP SUSP	CSL: CSL Limited	05 Oct 2022	J	240.53
<i>Less Rounding</i>			J	(0.53)
Total Unfranked Dividend Amount			J	240.00

Lotia Super
Statement of Taxable Income
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return Ref.	Amount
Franked Dividend Amount				
ACL AUD 0.41 FRANKED, 30% CTR, DRP NIL DISC	ACL: Australian Clinical Labs Limited	15 Sep 2022	K	615.00
ACL AUD 0.07 FRANKED, 30% CTR, DRP SUSP	ACL: Australian Clinical Labs Limited	26 Apr 2023	K	35.00
CSL USD 1.18, 0.118 FRANKED, 30% CTR, 1.062 CFI, DRP SUSP	CSL: CSL Limited	05 Oct 2022	K	26.73
SHL AUD 0.6 FRANKED, 30% CTR, DRP SUSP	SHL: Sonic Healthcare Limited	21 Sep 2022	K	150.00
WDS USD 1.44, 1.44 FRANKED, 30% CTR, DRP SUSP	WDS: Woodside Energy Group Limited	05 Apr 2023	K	305.92
<i>Less Rounding</i>			K	(0.65)
Total Franked Dividend Amount			K	1,132.00
Dividend Franking Credit				
ACL AUD 0.41 FRANKED, 30% CTR, DRP NIL DISC	ACL: Australian Clinical Labs Limited	15 Sep 2022	L	263.57
ACL AUD 0.07 FRANKED, 30% CTR, DRP SUSP	ACL: Australian Clinical Labs Limited	26 Apr 2023	L	15.00
CSL USD 1.18, 0.118 FRANKED, 30% CTR, 1.062 CFI, DRP SUSP	CSL: CSL Limited	05 Oct 2022	L	11.46
SHL AUD 0.6 FRANKED, 30% CTR, DRP SUSP	SHL: Sonic Healthcare Limited	21 Sep 2022	L	64.29
WDS USD 1.44, 1.44 FRANKED, 30% CTR, DRP SUSP	WDS: Woodside Energy Group Limited	05 Apr 2023	L	131.11
<i>Less Rounding</i>			L	(0.43)
Total Dividend Franking Credit			L	485.00
Total Gross Trust Distributions			M	0.00
Assessable Employer Contributions				
Fast Transfer From Lotia Healthcare Super contribution 1 2023 Super contribution 1 2023	1: Rizwan Lotia	23 Aug 2022	R1	10,000.00
Fast Transfer From Lotia Healthcare Super payment 2 2023 Super payment 2 2023	1: Rizwan Lotia	24 Aug 2022	R1	10,000.00
Fast Transfer From Lotia Healthcare Super payment 3 2023 Super payment 3 2023	1: Rizwan Lotia	25 Aug 2022	R1	5,000.00
Fast Transfer From Lotia Healthcare Super payment 3 Super payment 3	1: Rizwan Lotia	25 Oct 2022	R1	2,500.00
Total Assessable Employer Contributions			R1	27,500.00
Total Assessable Personal Contributions			R2	0.00
Total No-TFN quoted contributions			R3	0.00
Total Transfer of Liability to life insurance company or PST			R6	0.00
Total Assessable Contributions			R	27,500.00
Total Other Income			S	0.00
Total Assessable Income Due to Changed Tax Status of Fund			T	0.00
Total Net Non-arm's Length Income			U	0.00
Total Exempt Current Pension Income			Y	0.00
Total Assessable Income				50,307.00

Deductions

Section C

Interest Expenses within Australia

Interest Charged	LRBA: Liberty Loan	30 Jul 2022	A	881.06
Interest Charged	LRBA: Liberty Loan	30 Aug 2022	A	979.62
Interest Charged	LRBA: Liberty Loan	30 Sep 2022	A	841.56
Interest Charged	LRBA: Liberty Loan	30 Oct 2022	A	800.23
Interest Charged	LRBA: Liberty Loan	30 Nov 2022	A	418.25
Interest Charged	LRBA: Liberty Loan	30 Dec 2022	A	414.48

Lotia Super
Statement of Taxable Income
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return	
			Ref.	Amount
Interest Charged	LRBA: Liberty Loan	30 Jan 2023	A	433.30
Interest Charged	LRBA: Liberty Loan	28 Feb 2023	A	409.58
Interest Charged	LRBA: Liberty Loan	30 Mar 2023	A	436.02
Interest Charged	LRBA: Liberty Loan	30 Apr 2023	A	455.89
Interest Charged	LRBA: Liberty Loan	30 May 2023	A	448.48
Interest Charged	LRBA: Liberty Loan	30 Jun 2023	A	473.09
Less Rounding			A	(0.56)
Total Interest Expenses within Australia			A	6,991.00
Total Interest Expenses Overseas			B	0.00
Total Capital Works Deductions			D	0.00
Total Deduction for Decline in Value of Depreciating Assets			E	0.00
Total Death or Disability Premiums			F	0.00
Total Death Benefit Increase			G	0.00
Approved Auditor Fee				
Direct Debit 481371 H & R BLOCK LTD 1127		04 Jul 2022	H	33.33
Direct Debit 481371 H & R BLOCK LTD 1127		02 Aug 2022	H	33.33
Direct Debit 481371 H & R BLOCK LTD 1127		02 Sep 2022	H	33.33
Direct Debit 481371 H & R BLOCK LTD 1127		04 Oct 2022	H	33.33
Less Rounding			H	(0.32)
Total Approved Auditor Fee			H	133.00
Investment Expenses				
AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies payment	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	30 Aug 2022	I	375.00
Yarra Valley Water NetBank BPAY 344366 03350066396 Yarra water bill	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	30 Aug 2022	I	242.84
YARRA RANGES RATES NetBank BPAY 8979 933421 Council rates	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	03 Sep 2022	I	81.05
TERRI SCHEER NetBank BPAY 63461 715291712 Landlord Insurance	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	16 Sep 2022	I	335.00
SROVIC LAND TAX NetBank BPAY 5249 55407966 Land tax	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	21 Sep 2022	I	475.75
AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies invoice	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	28 Nov 2022	I	375.00
Yarra Valley Water NetBank BPAY 344366 03350066396 Water Bill	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	02 Dec 2022	I	161.24
AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	27 Feb 2023	I	375.00
Yarra Valley Water NetBank BPAY 344366 03350066396 Water charges	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	03 Mar 2023	I	157.73
AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies Notice	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	30 May 2023	I	375.00
Yarra Valley Water NetBank BPAY 344366 03350066396	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	05 Jun 2023	I	159.49
Advertising	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	30 Jun 2023	I	139.38
Agents Management Fee	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	30 Jun 2023	I	1,243.33
Letting Fees	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	30 Jun 2023	I	434.43
Repairs Maintenance	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	30 Jun 2023	I	258.50
Safer Home Package	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	30 Jun 2023	I	416.90
Sundry Expenses	LILYDALE: 7 Sarges Mews, Lilydale VIC 3140	30 Jun 2023	I	33.00
Service Fee	LRBA: Liberty Loan	30 Jul 2022	I	10.00
Service Fee	LRBA: Liberty Loan	30 Aug 2022	I	10.00
Service Fee	LRBA: Liberty Loan	30 Sep 2022	I	10.00
Service Fee	LRBA: Liberty Loan	30 Oct 2022	I	10.00

Lotia Super
Statement of Taxable Income
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return	
			Ref.	Amount
Service Fee	LRBA: Liberty Loan	30 Nov 2022	I	10.00
Service Fee	LRBA: Liberty Loan	30 Dec 2022	I	10.00
Service Fee	LRBA: Liberty Loan	30 Jan 2023	I	10.00
Service Fee	LRBA: Liberty Loan	28 Feb 2023	I	10.00
Service Fee	LRBA: Liberty Loan	30 Mar 2023	I	10.00
Service Fee	LRBA: Liberty Loan	30 Apr 2023	I	10.00
Service Fee	LRBA: Liberty Loan	30 May 2023	I	10.00
Service Fee	LRBA: Liberty Loan	30 Jun 2023	I	10.00
Less Rounding			I	(0.64)
Total Investment Expenses			I	5,758.00
Management and Administration Expenses				
Direct Debit 481371 H & R BLOCK LTD 1127		04 Jul 2022	J	150.00
Direct Debit 481371 H & R BLOCK LTD 1127		02 Aug 2022	J	150.00
ASIC NetBank BPAY 17301 2296201843127 ASIC		31 Aug 2022	J	59.00
Direct Debit 481371 H & R BLOCK LTD 1127		02 Sep 2022	J	150.00
Direct Debit 481371 H & R BLOCK LTD 1127		04 Oct 2022	J	150.00
ASIC NetBank BPAY 17301 2296222992812 Lotia Holdings Fee		15 Dec 2022	J	290.00
Total Management and Administration Expenses			J	949.00
Total Forestry Managed Investment Scheme Deduction			U	0.00
Other Deductions				
TAX OFFICE PAYMENTS NetBank BPAY 75556 002002313205878121 Income tax 2022		24 Oct 2022	L	259.00
Traditional Security Loss	XCLWP: Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025	30 Jun 2023	L	650.00
Total Other Deductions			L	909.00
Tax Losses Deducted				
Tax Losses Brought Forward		30 Jun 2023	M	0.00
Less Net Exempt Income		30 Jun 2023	M	0.00
Total Tax Losses Deducted			M	0.00
Total Deductions				14,740.00
Taxable Income or Loss			(V - N) O	35,567.00

Income Tax Calculation Statement

Section D

Gross Tax

Gross Tax @ 15% for Concessional Income		30 Jun 2023	T1	5,335.05
Gross Tax @ 45% for Net Non-Arm's Length Income		30 Jun 2023	T1	0.00
No-TFN Quoted Contributions @ 32%		30 Jun 2023	J	0.00
Total Gross Tax				5,335.05
Total Credit: Foreign Tax Income Offset			C1	0.00
Total Credit: Rebates and Tax Offset			C2	0.00
Rebates and Offsets			C	0.00
SUBTOTAL				5,335.05

Credit: Refundable Franking Credits

Lotia Super
Statement of Taxable Income
For the Period from 1 July 2022 to 30 June 2023

Description	Investment Reference	Date	Tax Return	
			Ref.	Amount
ACL AUD 0.41 FRANKED, 30% CTR, DRP NIL DISC	ACL: Australian Clinical Labs Limited	15 Sep 2022	E1	263.57
ACL AUD 0.07 FRANKED, 30% CTR, DRP SUSP	ACL: Australian Clinical Labs Limited	26 Apr 2023	E1	15.00
CSL USD 1.18, 0.118 FRANKED, 30% CTR, 1.062 CFI, DRP SUSP	CSL: CSL Limited	05 Oct 2022	E1	11.46
SHL AUD 0.6 FRANKED, 30% CTR, DRP SUSP	SHL: Sonic Healthcare Limited	21 Sep 2022	E1	64.29
WDS USD 1.44, 1.44 FRANKED, 30% CTR, DRP SUSP	WDS: Woodside Energy Group Limited	05 Apr 2023	E1	131.11
Total Credit: Refundable Franking Credits			E1	485.43
Total Credit: No-TFN Tax Offset			E2	0.00
Total Credit: Refundable National Rental Affordability Scheme Tax Offset			E3	0.00
Total Credit: Interest on Early Payments			H1	0.00
Total Credit: Foreign Resident Withholding			H2	0.00
Total Credit: ABN/TFN Not Quoted (Non-Individual)			H3	0.00
Total Credit: Interest on No-TFN Tax Offset			H6	0.00
Total Eligible Credits				0.00
Net Tax Payable				4,849.62
PAYG Instalments Raised				
TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 PAYG		31 Dec 2022	K	893.00
TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 Notional Tax		31 Mar 2023	K	893.00
Fund Activity Statement		30 Jun 2023	K	893.00
Total PAYG Instalments Raised			K	2,679.00
Total Supervisory Levy			L	259.00
Total Supervisory Levy Adjustment for Wound Up Funds			M	0.00
Total Supervisory Levy Adjustment for New Funds			N	0.00
Total Amount Due / (Refundable)				2,429.62

Lotia Super

Members Summary Report - For the period 1/07/2022 to 30/06/2023

Member's Detail	Opening Balance	Increases				Decreases				Closing Balance	
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out	Ben Paid	
Ms Rizwan Lotia											
Unit 4/34 Patrick Ave Croydon North VIC 3136											
Accumulation Accumulation	533,568.92	27,500.00	0.00	(34,972.09)	0.00	(5,335.05)	0.00	0.00	0.00	0.00	520,761.78
	533,568.92	27,500.00	0.00	(34,972.09)	0.00	(5,335.05)	0.00	0.00	0.00	0.00	520,761.78
	533,568.92	27,500.00	0.00	(34,972.09)	0.00	(5,335.05)	0.00	0.00	0.00	0.00	520,761.78

Lotia Super
Investment Summary as at 30 June 2023

Investment	Units	Average Cost Price	Market Price	Accounting Cost	Market Value	Unrealised Accounting Gain/(Loss)	Accounting Gain/(Loss) (%)	Portfolio Weight (%)
<u>Bank</u>								
CBA Direct Investment Account				9,050.80	9,050.80			1.73%
				9,050.80	9,050.80			1.73%
<u>Listed Securities Market</u>								
Australian Clinical Labs Limited (ASX:ACL)	500.00000	4.6383	3.4400	2,319.15	1,720.00	(599.15)	(25.83)%	0.33%
Woodside Energy Group Limited (ASX:WDS)	142.00000	35.1405	34.4400	4,989.95	4,890.48	(99.47)	(1.99)%	0.93%
				7,309.10	6,610.48	(698.62)	(9.56)%	1.26%
<u>Property Direct Market</u>								
Liberty Loan		0.0000	0.0000	(58,276.48)	(58,276.48)	0.00	0.00%	(11.13)%
7 Sarges Mews, Lilydale VIC 3140	1.00000	516,894.2700	560,000.0000	516,894.27	560,000.00	43,105.73	8.34%	106.91%
Fixtures & Fittings	1.00000	1,440.6000	1,440.6000	1,440.60	1,440.60	0.00	0.00%	0.28%
				460,058.39	503,164.12	43,105.73	9.37%	96.06%
<u>Term Deposits</u>								
CBA Term Deposit maturing on 8Mar24 @ 3.20% p.a.				5,000.00	5,000.00	0.00	0.00%	0.95%
				5,000.00	5,000.00	0.00	0.00%	0.95%
				481,418.29	523,825.40	42,407.11	8.81%	100.00%

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

Lotia Super
Investment Income Summary
For the period 1 July 2022 to 30 June 2023

Total Income	Add			Less					Taxable Income (excluding Capital Gains)	Indexed Capital Gains *	Discounted Capital Gains *	Other Capital Gains *	CGT Concession Amount *
	Franking Credits	Foreign Credits	TFN Credits	Tax Free	Tax Exempt	Tax Deferred	Distributed Capital Gains	GST					
<u>Bank</u>													
CBA Direct Investment Account													
79.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	79.19	0.00	0.00	0.00	0.00
ING Business Optimiser													
1.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.12	0.00	0.00	0.00	0.00
80.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.31	0.00	0.00	0.00	0.00
<u>Listed Securities Market</u>													
Australian Clinical Labs Limited (ASX:ACL)													
650.00	278.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	928.57	0.00	0.00	0.00	0.00
Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025 (ASX:XCLWP)													
99.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	99.53	0.00	0.00	0.00	0.00
CSL Limited (ASX:CSL)													
267.26	11.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	278.72	0.00	0.00	0.00	0.00
Sonic Healthcare Limited (ASX:SHL)													
150.00	64.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	214.29	0.00	0.00	0.00	0.00
Woodside Energy Group Limited (ASX:WDS)													
305.92	131.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	437.03	0.00	0.00	0.00	0.00
1,472.71	485.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,958.14	0.00	0.00	0.00	0.00
<u>Property Direct Market</u>													
7 Sarges Mews, Lilydale VIC 3140													
20,722.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,722.18	0.00	0.00	0.00	0.00
20,722.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,722.18	0.00	0.00	0.00	0.00

Lotia Super
Fund ABN: 70 668 728 817
Rental Property Schedule
For the Period From 1 July 2022 to 30 June 2023

Property Account Name	Fixtures & Fittings
Property Type	Residential
Address of the Property	7 Sarges Mews Australia

Description	Tax Return Label	Amount	Prior Year
Net Rent		<u><u>0.00</u></u>	<u><u>0.00</u></u>



Lotia Super
Fund ABN: 70 668 728 817
Rental Property Schedule
For the Period From 1 July 2022 to 30 June 2023

Property Account Name **7 Sarges Mews, Lilydale VIC 3140**
Property Type Residential
Address of the Property 0/7 SARGES MEWS
 LILYDALE, VIC 3140
 Australia

Description	Tax Return Label	Amount	Prior Year
Income			
Rent from Property	B	20,722.18	0.00
Gross Rent		20,722.18	0.00
Expenses			
Advertising	I	139.38	0.00
Agents Management Fee	I	1,243.33	0.00
Council Rates	I	81.05	0.00
Insurance Premium	I	335.00	0.00
Land Tax	I	475.75	0.00
Repairs Maintenance	I	258.50	0.00
Strata Levy Fee	I	1,500.00	0.00
Sundry Expenses	I	884.33	0.00
Water Rates	I	721.30	0.00
Total Expenses		5,638.64	0.00
Net Rent		15,083.54	0.00

Lotia Super
Realised Capital Gains
For the period from 1 July 2022 to 30 June 2023

Accounting Treatment					Taxation Treatment						
Quantity	Proceeds	Excess Tax Value*	Original Cost	Accounting Profit/(Loss)	Cost Base Calculation		Capital Gains Calculation				
					Adjusted	Reduced	Indexation	Discounted	Other	Deferred	Capital Loss
<u>Listed Securities Market</u>											
Australian Clinical Labs Limited (ASX:ACL)											
21/10/2022	Sale	1,000.00	3,380.05	4,638.30	(1,258.25)	4,638.30					1,258.25
		1,000.00	3,380.05	4,638.30	(1,258.25)	4,638.30				0.00	1,258.25
Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025 (ASX:XCLWP)											
21/10/2022	Sale	100.00	14,270.05	14,920.05	(650.00)						
		100.00	14,270.05	14,920.05	(650.00)					0.00	
CSL Limited (ASX:CSL)											
17/10/2022	Sale	152.00	42,159.67	40,511.68	1,647.99	19,990.23	20,521.45	3,133.77	452.13		1,937.91
		152.00	42,159.67	40,511.68	1,647.99	19,990.23	20,521.45	3,133.77	452.13	0.00	1,937.91
Sonic Healthcare Limited (ASX:SHL)											
18/10/2022	Sale	250.00	7,657.55	8,359.90	(702.35)	8,359.90					702.35
		250.00	7,657.55	8,359.90	(702.35)	8,359.90				0.00	702.35
Listed Securities Market Total		67,467.32		68,429.93	(962.61)	19,990.23	33,519.65	3,133.77	452.13	0.00	3,898.51
Grand Total		67,467.32		68,429.93	(962.61)	19,990.23	33,519.65	3,133.77	452.13	0.00	3,898.51

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

Lotia Super
Realised Capital Gains
For the period from 1 July 2022 to 30 June 2023

Capital Gains Tax Return Summary

	Indexation	Discount	Other	Deferred	Total Capital Gains	Capital Losses
Current Year Capital Gains						
Shares & Units - Listed Shares	0.00	3,133.00	452.00	0.00	3,585.00	3,898.00
Shares & Units - Other Shares	0.00	0.00	0.00	0.00	0.00	0.00
Shares & Units - Listed Trusts	0.00	0.00	0.00	0.00	0.00	0.00
Shares & Units - Other Units	0.00	0.00	0.00	0.00	0.00	0.00
Australian Real Estate	0.00	0.00	0.00	0.00	0.00	0.00
Other Real Estate	0.00	0.00	0.00	0.00	0.00	0.00
Collectables	0.00	0.00	0.00	0.00	0.00	0.00
Other CGT Assets & Other CGT Events	0.00	0.00	0.00	0.00	0.00	0.00
Distributed Capital Gains from Trusts	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	3,133.00	452.00	0.00	3,585.00	3,898.00
Capital Losses Applied						
Current Year	0.00	3,133.00	452.00	0.00	3,585.00	
Prior Years	0.00	0.00	0.00	0.00	0.00	
	0.00	3,133.00	452.00	0.00	3,585.00	
Net Capital Gains						
Net Gain after applying losses	0.00	0.00	0.00	0.00	0.00	
Discount applicable		0.00				
Net Gain after applying discount	0.00	0.00	0.00	0.00	0.00	

Lotia Super
(ABN: 70 668 728 817)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: Unit 4/34 Patrick Ave Croydon North, VIC 3136
Member	Number: 1
Ms Rizwan Lotia	Date of Birth: 30 August 1960 Date Joined Fund: 3 July 2017 Eligible Service Date: 3 July 2017
	Tax File Number Held: Yes

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

Your Accounts

Withdrawal Benefit as at 1 Jul 2022	
Accumulation	533,568.92
Total as at 1 Jul 2022	<u>533,568.92</u>

Withdrawal Benefit as at 30 Jun 2023	
Accumulation	520,761.78
Total as at 30 Jun 2023	<u>520,761.78</u>

Your Tax Components

Tax Free	30,001.92
Taxable - Taxed	490,759.86
Taxable - Untaxed	-

Your Preservation Components

Preserved	520,761.78
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:

email rizwan.lotia@gmail.com
mail Lotia Super, Unit 4, 43 Patrick Ave, Croydon North VIC 3136

Lotia Super
(ABN: 70 668 728 817)

Member Benefit Statement

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: Unit 4/34 Patrick Ave Croydon North, VIC 3136
Member	Number: 1
Ms Rizwan Lotia	Date of Birth: 30 August 1960 Date Joined Fund: 3 July 2017 Eligible Service Date: 3 July 2017
Accumulation Account	Tax File Number Held: Yes
Accumulation	Account Start Date: 3 July 2017

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2022	533,568.92
<i><u>Increases to your account:</u></i>	
Employer Contributions	27,500.00
<u>Total Increases</u>	27,500.00
<i><u>Decreases to your account:</u></i>	
Contributions Tax	4,125.00
Share Of Net Fund Income	34,972.09
Tax on Net Fund Income	1,210.05
<u>Total Decreases</u>	40,307.14
Withdrawal Benefit as at 30 Jun 2023	520,761.78

Your Tax Components		
Tax Free	5.7612 %	30,001.92
Taxable - Taxed		490,759.86
Taxable - Untaxed		-

Your Preservation Components	
Preserved	520,761.78
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits	
No insurance details have been recorded	

Your Beneficiaries	
No beneficiary details have been recorded	

For Enquiries:
email rizwan.lotia@gmail.com
mail Lotia Super, Unit 4, 43 Patrick Ave, Croydon North VIC 3136



Trustee

The Trustee of the Fund is as follows:

Lotia Super Pty Ltd

The directors of the Trustee company are:

Rizwan Lotia

Availability of Other Fund Information

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

Trustee Disclaimer

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

Signed on behalf of the Trustee of the Fund

.....
Rizwan Lotia
Director - Lotia Super Pty Ltd

Statement Date: 30 June 2023

For Enquiries:
email rizwan.lotia@gmail.com
mail Lotia Super, Unit 4, 43 Patrick Ave, Croydon North VIC 3136

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

Ms Rizwan Lotia

Date of Birth: 30 Aug 1960
Age: 62 (at 30/06/2023)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

Prior Year Contributions **Non-Concessional**
The 'Bring Forward Rule' was NOT triggered in the previous 2 years
3-year cap in effect from previous years N/A
Total non-concessional contributions in previous 2 years N/A

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

Notes

- 1 . 'Bring Forward Rule' MAY be triggered this year
- 2 . Non-concessional cap shown applies to current year only
- 3 . Total Superannuation Balance was \$500,000 or more at 30 June 2022, member not eligible to make catch-up concessional contributions
- 4 . Excludes any unmatched deposits
- 5 . Any excess concessional contributions are treated as non-concessional

Contributions Breakdown

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
Concessional	Employer	27,500.00
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	Contributions as allocated	27,500.00
NonConcessional	Personal	0.00
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	Contributions as allocated	0.00
Other	CGT small business 15-year exemption	0.00
	CGT small business retirement exemption	0.00
	Government Co-Contributions	0.00
	Directed termination payment (taxed)	0.00
	Directed termination payment (untaxed)	0.00
	Personal injury election	0.00
	Downsizer Contribution	0.00
	COVID-19 Re-Contribution	0.00
	Total Other contributions	0.00

Transactions

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

Ms Rizwan Lotia

Date	Contribution Type	Concessional	Non-Concessional	Other	Source
23/08/2022	Employer Mandated	10,000.00			manual
24/08/2022	Employer Mandated	10,000.00			manual
25/08/2022	Employer Mandated	5,000.00			manual
25/10/2022	Employer Mandated	2,500.00			manual
Totals:		27,500.00			

Lotia Super
Investment Movement Summary
For the period 1 July 2022 to 30 June 2023

Investment	Opening Balance		Acquisitions		Disposals			Closing Balance		
	Qty	Cost	Qty	Cost	Qty	Proceeds	Profit/(Loss)	Qty	Cost	Market Value
<u>Bank</u>										
CBA Direct Investment Account		11,972.99		125,418.59		128,340.78	0.00		9,050.80	9,050.80
ING Business Optimiser		10,263.26		1.12		10,264.38	0.00		0.00	0.00
		22,236.25		125,419.71		138,605.16	0.00		9,050.80	9,050.80
<u>Listed Securities Market</u>										
Australian Clinical Labs Limited (ASX:ACL)	1,500.00	6,957.45	0.00	0.00	1,000.00	3,380.05	(1,258.25)	500.00	2,319.15	1,720.00
Australian Commonwealth Government Loans - 3.00% Loan Security Maturing 20-Sep-2025 (ASX:XCLWP)	100.00	14,920.05	0.00	0.00	100.00	14,270.05	(650.00)	0.00	0.00	0.00
CSL Limited (ASX:CSL)	152.00	40,511.68	0.00	0.00	152.00	42,159.67	1,647.99	0.00	0.00	0.00
Sonic Healthcare Limited (ASX:SHL)	250.00	8,359.90	0.00	0.00	250.00	7,657.55	(702.35)	0.00	0.00	0.00
Woodside Energy Group Limited (ASX:WDS)	0.00	0.00	142.00	4,989.95	0.00	0.00	0.00	142.00	4,989.95	4,890.48
		70,749.08		4,989.95		67,467.32	(962.61)		7,309.10	6,610.48
<u>Property Direct Market</u>										
7 Sarges Mews, Lilydale VIC 3140	1.00	516,894.27	0.00	0.00	0.00	0.00	0.00	1.00	516,894.27	560,000.00
Fixtures & Fittings	1.00	1,440.60	0.00	0.00	0.00	0.00	0.00	1.00	1,440.60	1,440.60
Liberty Loan		(160,255.80)		109,090.88		7,111.56	0.00		(58,276.48)	(58,276.48)
		358,079.07		109,090.88		7,111.56	0.00		460,058.39	503,164.12
<u>Term Deposits</u>										
CBA Term Deposit maturing on 8Mar24 @ 3.20% p.a.		0.00		5,000.00		0.00	0.00		5,000.00	5,000.00

Lotia Super
Investment Movement Summary
For the period 1 July 2022 to 30 June 2023

Investment	Opening Balance		Acquisitions		Disposals		Closing Balance			
	Qty	Cost	Qty	Cost	Qty	Proceeds	Profit/(Loss)	Qty	Cost	Market Value
		0.00		5,000.00		0.00	0.00		5,000.00	5,000.00
Fund Total		451,064.40		244,500.54		213,184.04	(962.61)		481,418.29	523,825.40

Account Statement

Customer Enquiries 13 11 33



Rizwan Lotia
4/34 Patrick Avenue
CROYDON NORTH VIC 3136

Borrowers/Guarantors		Loan Account Number:	3031566
Lotia Super			
Rizwan M Lotia			
Start Date:	1 July 2022	End Date:	31 December 2022
Opening Rate:	6.45%	Closing Rate:	8.70%
Monthly Repayment:	\$482.56	Account Status:	Current
Default Rate (if applicable):	10.70%	Payment Frequency:	Weekly
BPAY Biller Code:	64956	BPAY CRN:	30315667

Account Summary as at 31 December 2022

Opening Balance	+	Interest Charged	+	Other Debits	-	Total Credits	=	Closing Balance
\$160,255.80		\$4,335.20		\$60.00		\$105,795.16		\$58,855.84

Get online today!

Access your statements online. Simply log on to Liberty Online to view.
To setup an online account in minutes, please visit activate.liberty.com.au.

Building Insurance for your Property

Insurance helps you mitigate the risk of financial loss in events such as fire or storm. It is also a requirement of your loan contract that you have building insurance for your property. Please ensure a copy of your current certificate has been provided, noting Secure Funding Pty Ltd. Fees may apply if a current certificate is not on file. To update your account, send your certificate to service@liberty.com.au.

Account Statement

Customer Enquiries 13 11 33

Get online today!

Access your statements online. Simply log on to Liberty Online to view.
To setup an online account in minutes, please visit activate.liberty.com.au.

Date	Transaction	Debit	Credit	Balance
30/12/22	Direct Debit Repayment		-\$120.64	\$58,855.84
30/12/22	Service Fee	\$10.00		\$58,976.48
30/12/22	Interest Charged	\$414.48		\$58,966.48
23/12/22	Direct Debit Repayment		-\$120.64	\$58,552.00
16/12/22	Direct Debit Repayment		-\$120.64	\$58,672.64
09/12/22	Direct Debit Repayment		-\$120.64	\$58,793.28
02/12/22	Direct Debit Repayment		-\$120.64	\$58,913.92
30/11/22	Service Fee	\$10.00		\$59,034.56
30/11/22	Interest Charged	\$418.25		\$59,024.56
25/11/22	Direct Debit Repayment		-\$118.07	\$58,606.31
18/11/22	Direct Debit Repayment		-\$118.07	\$58,724.38
11/11/22	Direct Debit Repayment		-\$118.07	\$58,842.45
04/11/22	Direct Debit Repayment		-\$118.07	\$58,960.52
30/10/22	Service Fee	\$10.00		\$59,078.59
30/10/22	Interest Charged	\$800.23		\$59,068.59
28/10/22	Direct Debit Repayment		-\$247.06	\$58,268.36
27/10/22	Cash Repayment		-\$20,000.00	\$58,515.42
26/10/22	Cash Repayment		-\$50,000.00	\$78,515.42
21/10/22	Direct Debit Repayment		-\$247.06	\$128,515.42
14/10/22	Direct Debit Repayment		-\$247.06	\$128,762.48
07/10/22	Direct Debit Repayment		-\$247.06	\$129,009.54
30/09/22	Direct Debit Repayment		-\$247.06	\$129,256.60
30/09/22	Service Fee	\$10.00		\$129,503.66
30/09/22	Interest Charged	\$841.56		\$129,493.66
23/09/22	Direct Debit Repayment		-\$247.06	\$128,652.10
16/09/22	Direct Debit Repayment		-\$247.06	\$128,899.16
09/09/22	Direct Debit Repayment		-\$291.17	\$129,146.22
02/09/22	Direct Debit Repayment		-\$277.76	\$129,437.39
30/08/22	Cash Repayment		-\$30,000.00	\$129,715.15
30/08/22	Service Fee	\$10.00		\$159,715.15
30/08/22	Interest Charged	\$979.62		\$159,705.15
26/08/22	Direct Debit Repayment		-\$277.76	\$158,725.53
19/08/22	Direct Debit Repayment		-\$277.76	\$159,003.29
12/08/22	Direct Debit Repayment		-\$277.76	\$159,281.05
05/08/22	Direct Debit Repayment		-\$277.76	\$159,558.81
30/07/22	Service Fee	\$10.00		\$159,836.57
30/07/22	Interest Charged	\$881.06		\$159,826.57
29/07/22	Direct Debit Repayment		-\$264.59	\$158,945.51
22/07/22	Direct Debit Repayment		-\$264.59	\$159,210.10
15/07/22	Direct Debit Repayment		-\$264.59	\$159,474.69
08/07/22	Direct Debit Repayment		-\$264.59	\$159,739.28
01/07/22	Direct Debit Repayment		-\$251.93	\$160,003.87
01/07/22	Opening balance			\$160,255.80
Totals		\$4,395.20	-\$105,795.16	

Account Statement

Customer Enquiries 13 11 33



Rizwan Lotia
4/34 Patrick Avenue
CROYDON NORTH VIC 3136

Borrowers/Guarantors		Loan Account Number:	3031566
Lotia Super			
Rizwan M Lotia			
Start Date:	1 January 2023	End Date:	30 June 2023
Opening Rate:	8.70%	Closing Rate:	9.70%
Monthly Repayment:	\$524.45	Account Status:	Current
Default Rate (if applicable):	11.70%	Payment Frequency:	Weekly
BPAY Biller Code:	64956	BPAY CRN:	30315667

Account Summary as at 30 June 2023

Opening Balance	+	Interest Charged	+	Other Debits	-	Total Credits	=	Closing Balance
\$58,855.84		\$2,656.36		\$60.00		\$3,295.72		\$58,276.48

Get online today!

Access your statements online. Simply log on to Liberty Online to view. You can also:

- Withdraw funds
- Pay bills
- Make BPAY payments

To setup an online account in minutes, please visit activate.liberty.com.au.

Building Insurance for your Property

Insurance helps you mitigate the risk of financial loss in events such as fire or storm. It is also a requirement of your loan contract that you have building insurance for your property. Please ensure a copy of your current certificate has been provided, noting Secure Funding Pty Ltd. Fees may apply if a current certificate is not on file. To update your account, send your certificate to service@liberty.com.au.

Account Statement

Customer Enquiries 13 11 33

Get online today!

Access your statements online. Simply log on to Liberty Online to view. You can also:

- Withdraw funds
- Pay bills
- Make BPAY payments

To setup an online account in minutes, please visit activate.liberty.com.au.

Date	Transaction	Debit	Credit	Balance
30/06/23	Direct Debit Repayment		-\$131.12	\$58,276.48
30/06/23	Service Fee	\$10.00		\$58,407.60
30/06/23	Interest Charged	\$473.09		\$58,397.60
23/06/23	Direct Debit Repayment		-\$131.12	\$57,924.51
16/06/23	Direct Debit Repayment		-\$131.12	\$58,055.63
09/06/23	Direct Debit Repayment		-\$131.12	\$58,186.75
02/06/23	Direct Debit Repayment		-\$131.12	\$58,317.87
30/05/23	Service Fee	\$10.00		\$58,448.99
30/05/23	Interest Charged	\$448.48		\$58,438.99
26/05/23	Direct Debit Repayment		-\$128.45	\$57,990.51
19/05/23	Direct Debit Repayment		-\$128.45	\$58,118.96
12/05/23	Direct Debit Repayment		-\$128.45	\$58,247.41
05/05/23	Direct Debit Repayment		-\$128.45	\$58,375.86
30/04/23	Service Fee	\$10.00		\$58,504.31
30/04/23	Interest Charged	\$455.89		\$58,494.31
28/04/23	Direct Debit Repayment		-\$128.45	\$58,038.42
21/04/23	Direct Debit Repayment		-\$128.45	\$58,166.87
14/04/23	Direct Debit Repayment		-\$128.45	\$58,295.32
06/04/23	Direct Debit Repayment		-\$128.45	\$58,423.77
31/03/23	Direct Debit Repayment		-\$125.84	\$58,552.22
30/03/23	Service Fee	\$10.00		\$58,678.06
30/03/23	Interest Charged	\$436.02		\$58,668.06
24/03/23	Direct Debit Repayment		-\$125.84	\$58,232.04
17/03/23	Direct Debit Repayment		-\$125.84	\$58,357.88
10/03/23	Direct Debit Repayment		-\$125.84	\$58,483.72
03/03/23	Direct Debit Repayment		-\$123.24	\$58,609.56
28/02/23	Service Fee	\$10.00		\$58,732.80
28/02/23	Interest Charged	\$409.58		\$58,722.80
24/02/23	Direct Debit Repayment		-\$123.24	\$58,313.22
17/02/23	Direct Debit Repayment		-\$123.24	\$58,436.46
10/02/23	Direct Debit Repayment		-\$123.24	\$58,559.70
03/02/23	Direct Debit Repayment		-\$123.24	\$58,682.94
30/01/23	Service Fee	\$10.00		\$58,806.18
30/01/23	Interest Charged	\$433.30		\$58,796.18
27/01/23	Direct Debit Repayment		-\$123.24	\$58,362.88
20/01/23	Direct Debit Repayment		-\$123.24	\$58,486.12
13/01/23	Direct Debit Repayment		-\$123.24	\$58,609.36
06/01/23	Direct Debit Repayment		-\$123.24	\$58,732.60
01/01/23	Opening balance			\$58,855.84
Totals		\$2,716.36	-\$3,295.72	



Balance History

Currency Australian Dollar ▼

◀ View: ACL, X*****9481 (LOTIA SUPER PTY LTD <LOTIA SUPER A/C>)

Balance as at date (dd/mm/yyyy) 30/06/2023  ■

Displaying Balance History as at **30 Jun 2023**

HIN/SRN EMP ID	Security Code	Closing Price (AUD)	Total Balance	Tradeable Balance	Total Value (AUD)
X*****9481	ACL	3.44	500	500	1,720.00

Viewing 1 - 1 of 1

Total Value: \$ 1,720.00

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Ask us now 



ASIC

Australian Securities & Investments Commission

PO Box 4000

Gippsland Mail Centre VIC 3841

DX 84416 Traralgon

03 July 22



029/782

LOTIA SUPER PTY. LTD.
UNIT 4
34 PATRICK AVENUE
CROYDON NORTH VIC 3136

Dear Officeholder,

Pay invoice and check company statement

FOR LOTIA SUPER PTY. LTD.

ACN 620 184 312

Your company's annual statement and review fee invoice statement is enclosed.

To meet your legal requirements and to avoid late fees you need to:

1. review your company's statement to ensure that your company details are correct, and notify of any changes or corrections online; and
2. pay the balance shown on the invoice statement before the due date.

If you no longer require this company you should act now to close it down. Details on deregistering a company are available on our website at www.asic.gov.au/closing.

For full details on your obligations and requirements for company solvency, refer to the following:

Invoice statement

Pay account balance by due date	Pay the account balance shown on the enclosed invoice statement. The account balance includes your annual review fee and any overdue balances. Fees apply for late payments. Refer to the invoice statement for details of possible late fees.
---------------------------------	--

Payments can be made quickly via BPAY, EFT, or Australia Post outlets. Check your invoice statement for full payment options.

Company statement

Check that company details are complete and up to date	Your company details, as recorded by us, are shown on the company statement. Check the company statement and ensure that your company details are complete and up to date.
--	--

Notify us of any change	If your company details are not up to date, you must notify us within 28 days from the issue date on the company statement or late review fees apply.
-------------------------	---

How to notify us of changes	Notify changes to company details online at www.asic.gov.au/changes . First time users of our online services will need the corporate key provided on your Company Statement.
-----------------------------	--

For more help or information

Web	www.asic.gov.au
Ask a question?	www.asic.gov.au/question
Telephone	1300 300 630

Corporate key

Keep your corporate key number safe	The corporate key is an eight-digit security feature to protect your company's information from unauthorised lodgement. The corporate key is connected to your Australian Company Number (ACN) and is located on the first page, top right of the enclosed company statement. (This security number is not included on company statement reprints).
Register for online access	The corporate key can be used to register for online access, allowing you to conveniently and securely change your company details electronically on our website. Go to www.asic.gov.au for more details on online lodgement.
Need a new corporate key	As an officeholder of this company, you are responsible for the security of your corporate key. You can apply for a new corporate key on our website at www.asic.gov.au/corporatekey .

Information on whether or not you are able to pay your company debts as they fall due (company solvency)

The directors of your company must pass a solvency resolution no more than two months after the review date (unless your company has lodged with us, within the last 12 months, a financial report and directors' report required under Chapter 2M of the *Corporations Act 2001*). You must keep a copy of the solvency resolution. If the solvency resolution was not made, or was negative, you need to lodge a Form 485 *Statement in relation to company solvency*.

Failure to pass a solvency resolution, when required, is an offence.

Need help?

If you need assistance, go to our website at www.asic.gov.au/question.

Yours faithfully,

Registry
Officer
Registry Services
On behalf of Australian Securities and Investments Commission

Inquires 1300 300 630

Issue date 03 Jul 22

Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 10713435

Check this statement carefully

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

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

ACN 620 184 312
FOR LOTIA SUPER PTY. LTD.

REVIEW DATE: 03 July 22

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



To make changes to company details or amend incorrect information

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



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



Use your agent.

Company Statement

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

1 **Registered office**
UNIT 4 34 PATRICK AVENUE CROYDON NORTH VIC 3136

2 **Principal place of business**
UNIT 4 34 PATRICK AVENUE CROYDON NORTH VIC 3136

3 **Officeholders**

Name:	RIZWAN LOTIA
Born:	CROYDON NORTH VIC PAKISTAN
Date of birth:	30/08/1960
Address:	UNIT 4 34 PATRICK AVENUE CROYDON NORTH VIC 3136
Office(s) held:	DIRECTOR, APPOINTED 03/07/2017; SECRETARY, APPOINTED 03/07/2017

4 Company share structure

Share class	Shares description	Number issued	Total amount paid on these shares	Total amount unpaid on these shares
ORD	ORDINARY	2	\$2.00	\$0.00

5 Members

These details continue on the next page

LOTIA SUPER PTY. LTD. ACN 620 184 312

Company statement continued

Name: RIZWAN LOTIA

Address: UNIT 4 34 PATRICK AVENUE CROYDON NORTH VIC 3136

Share Class	Total number held	Fully paid	Beneficially held
ORD	2	Yes	No

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

End of company statement

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



ASIC
Australian Securities & Investments Commission

ABN 86 768 265 615

Inquiries
www.asic.gov.au/invoices
1300 300 630

LOTIA SUPER PTY. LTD.
U 4
34 PATRICK AVE CROYDON NORTH VIC 3136

INVOICE STATEMENT
Issue date 03 Jul 22
LOTIA SUPER PTY. LTD.

ACN 620 184 312
Account No. 22 620184312

Summary

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

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

Transaction details are listed on the back of this page

Please pay

Immediately	\$0.00
By 03 Sep 22	\$59.00

If you have already paid please ignore this invoice statement.

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



ASIC
Australian Securities & Investments Commission

PAYMENT SLIP
LOTIA SUPER PTY. LTD.

ACN 620 184 312 Account No: 22 620184312



22 620184312

TOTAL DUE	\$59.00
Immediately	\$0.00
By 03 Sep 22	\$59.00

Payment options are listed on the back of this payment slip



Biller Code: 17301
Ref: 2296201843127



*814 129 0002296201843127 50

Transaction details:

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2022-07-03	Annual Review - Special Purpose Pty Co	4X0508085480P A	\$59.00
	Outstanding transactions		
2022-07-03	Annual Review - Special Purpose Pty Co	4X0508085480P A	\$59.00

PAYMENT OPTIONS



Billpay Code: 8929
Ref: 2296 2018 4312 750

Australia Post

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

Phone

Call 13 18 16 to pay by Mastercard or Visa

On-line

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

Mail

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

	Biller Code: 17301 Ref: 2296201843127
Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au	



029

LOTIA SUPER FUND
UNIT 4 34 PATRICK AVE
CROYDON NORTH VIC 3136

Date printed	30 June 2023
Term Deposit number	06 3124 50253462
Investment balance	\$5,000.00
Investment term	18 months
At an interest rate of	3.20% p.a.
Invested on	8 September 2022
To mature on	8 March 2024
Interest option	Compound Annually



Interest earned on your Term Deposit

Your Term Deposit has earned interest for the financial year ending 30 June 2023. Please keep a record of this information for taxation purposes.

Account name	LOTIA SUPER PTY. LTD. AS TRUSTEES FOR LO TIA SUPER
Investment balance at start of the reporting period 8 September 2022	\$5,000.00
Total interest paid for the financial year ending 30 June 2023	\$0.00

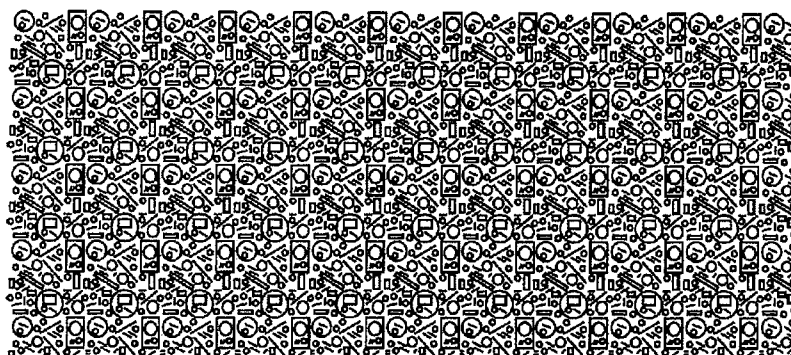
Things you should know

If you had a Term Deposit that was closed during the last financial year, please refer to the information provided in your Closed Account Notice for completing your tax return.

We're here to help

If you want to view our latest Terms and Conditions or have any questions, you can visit [commbank.com.au](https://www.commbank.com.au), drop into your nearest branch, contact your Relationship Manager or Adviser, or call 13 2221.

We are required to provide an account statement for this Term Deposit. The account statement covering the previous financial year is on the following page.



Account statement for the financial year ending 30 June 2023

Important information for Term Deposits opened after 1 July in the last financial year

The opening balance of this Term Deposit will display as 'NIL' on this account statement.

The opening deposit will be listed as a separate transaction on the date that the Term Deposit was opened or the value date specified for the Term Deposit.

Date	Transaction	Debit	Credit	Balance
08 Sep	OPENING BALANCE			Nil
08 Sep	Transfer In Branch CROYDON 269231509092		\$5,000.00	\$5,000.00 CR
30 Jun	CLOSING BALANCE			\$5,000.00

Important Information:

We try to get things right the first time – but if we don't, we'll do what we can to fix it.

You can fix most problems simply by contacting us.

Write to: CBA Group Customer Relations, Reply Paid 41, Sydney NSW 2001

Tell us online: commbank.com.au/support/compliments-and-complaints.html

Call: 1800 805 605 (free call)

You can also contact the Australian Financial Complaints Authority, AFCA, an independent external dispute resolution body approved by ASIC - time limits may apply, visit AFCA, afca.org.au, website for more information.

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

Email: info@afca.org.au

Call: 1800 931 678, free call Monday to Friday 9am – 5pm, AEST

TAX INVOICE

Lotia Super
Unit 4/34 Patrick Avenue
CROYDON NORTH VIC 3136
AUSTRALIA
ABN: 70 668 728 817

Invoice Date
1 Jul 2022

Invoice Number
INV-7242

H&R Block SMSF
Solutions
ABN 89 064 268 800
Level 7, 70 Pirie Street
Adelaide
PO Box 3292
Rundle Mall SA 5000
E: smsf@hrblock.com.au
T: 1300 611 320

Description	Quantity	Unit Price	GST	Amount AUD
2021 FY MONTHLY DIRECT DEBIT	1.00	136.36	10%	136.36
2021 FY MONTHLY DIRECT DEBIT - AUDIT	1.00	30.30	10%	30.30
			Subtotal	166.66
			TOTAL GST 10%	16.67
			TOTAL AUD	183.33
			Less Amount Paid	183.33
			AMOUNT DUE AUD	0.00

Due Date: 15 Jul 2022

If Paying via Direct Deposit:

H&R Block
CBA
BSB: 062 225
Account Number: 10355657

Please quote invoice number with payment

Please make cheques out to 'H&R Block'



ASIC
Australian Securities & Investments Commission

1300 300 630

Inquiries
www.asic.gov.au/invoices
1300 300 630

LOTIA HOLDINGS PTY LTD
U.4
34 PATRICK AVE CROYDON NORTH VIC 3136

INVOICE STATEMENT

Issue date 17 Oct.22

LOTIA HOLDINGS PTY LTD

ACN 622 299 281

Account No. 22 622299281

Summary

Opening Balance	\$0.00
New items	\$290.00
Payments & credits	\$0.00
TOTAL DUE	\$290.00

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

Transaction details are listed on the back of this page

Please pay

Immediately	\$0.00
By 17 Dec 22	\$290.00

If you have already paid please ignore this invoice statement.

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



ASIC
Australian Securities & Investments Commission

PAYMENT SLIP
LOTIA HOLDINGS PTY LTD

ACN 622 299 281

Account No: 22 622299281



22 622299281

TOTAL DUE	\$290.00
Immediately	\$0.00
By 17 Dec 22	\$290.00

Payment options are listed on the back of this payment slip



Billor Code: 17301
Ref: 2296222992812



*814 129 0002296222992812 55

quarterly bill



507978-001 000732(1471) R 311

LOTIA HOLDINGS PTY LTD
UNIT 4/34 PATRICK AVE
CROYDON NORTH VIC 3136

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 03 3500 6639

Invoice number 0330 4489 92532

Issue date 14 Nov 2022

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due

\$161.24

Due date

5 Dec 2022

Summary

7 SARGES MEWS, LILYDALE

Property Number 5182 086, PS 815709

Product/Service	Amount
Water Supply System Charge	\$19.90
Sewerage System Charge	\$113.69
Yarra Valley Water Total	\$133.59
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$27.65
TOTAL (GST does not apply)	\$161.24

Payment summary

Last Account	\$242.84
Paid/Adjusted	-\$242.84
Balance	\$0.00
Total this Account	+\$161.24
Total Balance	\$161.24

No water usage has been charged on this account.



How to pay



*3042 033044899253 2



Direct Debit

Sign up for Direct Debit at yvw.com.au/directdebit or call 1300 304 688.



Centrepay

Arrange regular deductions from your Centrelink payments. Visit yvw.com.au/paying CRN reference: 555 054 118T



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name: Yarra Valley Water
BSB: 033-885
Account number: 335078811



Credit card

Online: yvw.com.au/paying
Phone: 1300 362 332



Post Billpay*

Pay in person at any post office, by phone on 1318 16 or at postbillpay.com.au
Billor code: 3042
Ref: 0330 4489 92532

LOTIA HOLDINGS PTY LTD

Account number 03 3500 6639

Invoice number 0330 4489 92532

Total due \$161.24

Due date 5 Dec 2022

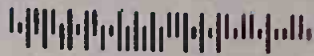
Amount paid \$



BPAY®

Billor code: 344366
Ref: 033 5006 6396

Your quarterly bill



487517-001 000609(1225) R H1

LOTIA HOLDINGS PTY LTD
UNIT 4/34 PATRICK AVE
CROYDON NORTH VIC 3136

Enquiries 1300 304 688
Faults (24/7) 13 27 68

Account number 03 3500 6639
Invoice number 0330 3655 5491
Issue date 11 Aug 2022
Tax Invoice Yarra Valley Water ABN 93 086 902 501

Amount due
\$242.84

Due date
1 Sep 2022

Summary

7 SARGES MEWS, LILYDALE

Property Number 5182 086, PS 815709

Product/Service	Amount
Water Supply System Charge	\$19.90
Sewerage System Charge	\$113.69
Yarra Valley Water Total	\$133.59
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$27.65
Annual Parks Charge	\$81.60
TOTAL (GST does not apply)	\$242.84

Payment summary

Last Account	\$157.13
Paid/Adjusted	-\$157.13
Balance	\$0.00
Total this Account	+\$242.84
Total Balance	\$242.84

No water usage has been charged on this account.



Important note

This bill may seem higher than usual, as it includes the annual parks charge.



How to pay



*3042:033036555491 3



Direct Debit

Sign up for Direct Debit at yvw.com.au/directdebit or call 1300 304 688.



Centrepay

Arrange regular deductions from your Centrelink payments. Visit yvw.com.au/paying CRN reference: 555 064 1181



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: 033-885
Account number: 335078811



Credit card

Online: yvw.com.au/paying
Phone: 1300 382 332



Post Billpay®

Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au

Billor code: 3042
Ref: 0330 3655 54913

LOTIA HOLDINGS PTY LTD

Account number 03 3500 6639
Invoice number 0330 3655 54913
Total due **\$242.84**
Due date **1 Sep 2022**
Amount paid \$



BPAY®

Billor code: 344366
Ref: 033 5008 6300

Your quarterly bill



545065-001 000712(1427) R

LOTIA HOLDINGS PTY LTD
UNIT 4/34 PATRICK AVE
CROYDON NORTH VIC 3136

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 03 3500 6639
Invoice number 0335 2983 81081
Issue date 17 May 2023
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due
\$159.49

Due date
7 Jun 2023

Summary

7 SARGES MEWS, LILYDALE	
Property Number 5182 086, PS 815709	
Product/Service	Amount
Water Supply System Charge	\$19.70
Sewerage System Charge	\$112.45
Yarra Valley Water Total	\$132.15
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$27.34
TOTAL (GST does not apply)	\$159.49

Payment summary

Last Account	\$157.73
Paid/Adjusted	-\$157.73
Balance	\$0.00
Total this Account	+\$159.49
Total Balance	\$159.49

No water usage has been charged on this account.



How to pay



*3042 033529838108 1



Direct Debit

Sign up for Direct Debit at yvw.com.au/directdebit or call 1300 304 688.



Centrepay

Arrange regular deductions from your Centrelink payments. Visit yvw.com.au/paying CRN reference: 555 054 118T



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name: Yarra Valley Water
BSB: 033-885
Account number: 335078811



Credit card

Online: yvw.com.au/paying
Phone: 1300 362 332



Post Billpay®

Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au
Billor code: 3042
Ref: 0335 2983 81081

LOTIA HOLDINGS PTY LTD

Account number 03 3500 6639
Invoice number 0335 2983 81081
Total due **\$159.49**
Due date **7 Jun 2023**
Amount paid \$



BPAY®

Billor code: 344366
Ref: 033 5006 6396



489217-001 015062(62293) D029 H1
Lotia Holdings Pty Ltd
4/34 Patrick Avenue
CROYDON NORTH VIC 3136



Rates and charges at your property - 1 July 2022 - 30 June 2023

Assessment number 93342/1

7 Sarges Mews, Lilydale VIC 3140
Lot 7 PS815709 Sec 30 Ca PT1 PYering

Property Valuations - Valuation Date 1 January 2022 - Valuation first used 1 July 2022

Capital improved value (CIV) - (the CIV is used to calculate your rates)	575,000
Site value - (the site value is included in the CIV)	170,000
Net annual value	28,750

FSPL Classification: Residential. AVPCC: 120
Description: Single Strata Unit/Villa Unit/Townhouse

General Rate - 2022-2023

Residential Rate (0.002379 x \$575,000.00)	\$1,367.90
--	-------------------

Waste charge including State Government EPA levy

1 x 80 L Rubbish, 1 x 240 L Recycling* (\$294 x 1)	\$294.00
--	-----------------

**This service entitles you to: weekly garbage collection, fortnightly recycling collection, bundled branches and hard waste collection, the cost of rubbish bins in parks and streets*

State Government Fire Services Property Levy - Residential

Fire Services Property Levy (117 + 0.000053 x \$575,000.00)	\$147.45
---	-----------------

Arrears, payments and other charges

Payments up to 12 August 2022	-\$1,728.30
-------------------------------	--------------------

Total amount due \$81.05

How to pay

To qualify for one of the instalment options, **you must pay the correct amount of the first instalment by 30 September 2022**. If you are having difficulties paying, please contact us on 1300 368 333.

Pay in full

\$81.05
by 15 February 2023

Four instalments

30 September 2022
30 November 2022
28 February 2023
31 May 2023

\$0.00	30 September 2022	\$0.00
\$0.00	31 October 2022	\$0.00
\$0.00	30 November 2022	\$0.00
\$81.05	31 December 2022,	\$0.00
	31 January 2023	\$0.00
	28 February 2023	\$0.00
	31 March 2023	\$4.36
	30 April 2023	\$28.12
	31 May 2023	\$48.57



Australia Post use only



Australia Post use only



Australia Post use only

Payment methods

Online

[www.yarraranges.vic.gov.au/
payments](http://www.yarraranges.vic.gov.au/payments)

Reference: **933421**
Visa or MasterCard
payments only

BPAY

Bill code: 8979
Reference: **933421**

BPay View
Reference: **933421**

Post BILLPAY

Billpay code: 0335
Reference: **933421**

Pay in person at any post office,
call 13 18 16 or visit
postbillpay.com.au

You can also pay at our community links. Visit www.yarraranges.vic.gov.au/links or mail to PO Box 105 Lilydale, Vic 3140.

This notice has a credit balance brought forward from last year, please call us on 1300 368 333 to advise of your preferred payment option

Having trouble paying?

If you are currently experiencing financial hardship, we have a number of initiatives in place that may assist:

Special payment arrangements

Payments can be made on a frequency and amount that suits your budget, provided your current year's rates are paid within 12 months.

Financial hardship agreements

We've expanded the eligibility criteria in our updated hardship policy to enable all ratepayers to apply for financial hardship assistance. If your application is successful, payment of rates and charges will be deferred for 12 months with no late payment interest charged and no legal action taken for the recovery of rates during this time.

Our rates team is here for you should you be experiencing any challenges in paying your rates. Please visit our website at yrc.vic.gov.au/ratesrelief for more information and to apply online. Alternatively call 1300 368 333.

IntelliVal Automated Valuation Estimate

Prepared on 03 August 2023



7 Sarges Mews Lilydale VIC 3140

Estimated Value:

\$560,000

Estimated Value Confidence:



Low

High

Estimated Price Range:

\$509,000 - \$610,000

Property Attributes:



2



1



1



91m²



Year Built

2019



Land Area

104m²



Property Type

Unit



Land Use

Detached Dwelling



Development Zoning

Residential growth zone
- schedule 1

Sales History

Sale Date	Sale Price	Sale Type
16 Jan 2018	\$490,000	Unknown

Estimated Value as at 31 July 2023. An automated valuation model estimate (Estimated Value) is a statistically derived estimate of the value of the subject property. An Estimated Value must not be relied upon as a professional valuation or an accurate representation of the market value of the subject property as determined by the valuer.

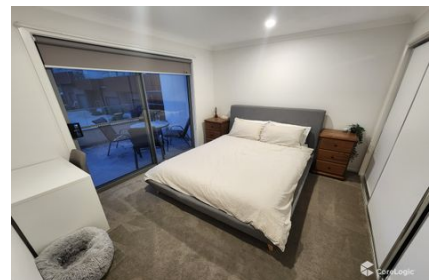
For further information about confidence levels, please refer to the end of this document.

CoreLogic IntelliVal Automated Valuation Estimate

7 Sarges Mews Lilydale VIC 3140

Prepared on 03 August 2023

Location Highlights



CoreLogic IntelliVal Automated Valuation Estimate

7 Sarges Mews Lilydale VIC 3140



Prepared on 03 August 2023

Recently Sold Properties



2 1 1 119m²

4 Raffaele Close Lilydale VIC 3140

Sold Price: \$600,000

Sold Date: 23 March 2023

Distance from Subject: 0.9km

Features: Residential Growth Zone - Schedule 1, Floorboards, Courtyard, Dishwasher, Brick Veneer



2 1 1 142m²

3/14 Gladstone Street Lilydale VIC 3140

Sold Price: \$490,000

Sold Date: 06 April 2023

Distance from Subject: 0.9km

Features: Residential Growth Zone - Schedule 1, 1 Lounge Rooms, Courtyard, Dishwasher



2 1 1 128m²

3 Jayde Close Lilydale VIC 3140

Sold Price: \$582,000

Sold Date: 08 December 2022

Distance from Subject: 0.3km

Features: Residential Growth Zone - Schedule 1, Floorboards, 1 No of Study Rooms, Courtyard, Dishwasher, Brick Veneer

CoreLogic IntelliVal Automated Valuation Estimate

7 Sarges Mews Lilydale VIC 3140



Prepared on 03 August 2023



2 1 1 158m²

4/27 Cave Hill Road Lilydale VIC 3140

Sold Price: \$592,585

Sold Date: 22 December 2022

Distance from Subject: 0.3km

Features: Residential Growth Zone - Schedule 1, Concrete Ground Timber First Floor, 1 No of Study Rooms, 3 Other Rooms, Courtyard,



2 1 1 123m²

4A Wilsons Lane Lilydale VIC 3140

Sold Price: \$592,500

Sold Date: 22 November 2022

Distance from Subject: 0.5km

Features: Residential Growth Zone - Schedule 1, Dishwasher, Floorboards, Brick



2 1 2 169m²

4 Diggers Walk Lilydale VIC 3140

Sold Price: \$582,400

Sold Date: 23 November 2022

Distance from Subject: 1km

Features: Other

CoreLogic IntelliVal Automated Valuation Estimate

7 Sarges Mews Lilydale VIC 3140

Prepared on 03 August 2023

Lilydale Insights: A Snapshot



Houses

Median Price

\$875,032

	Past Sales	Capital Growth
2023	193	↓ 7.78%
2022	248	↑ 16.80%
2021	188	↑ 8.44%
2020	184	↑ 13.64%
2019	196	↓ 11.36%

Units

Median Price

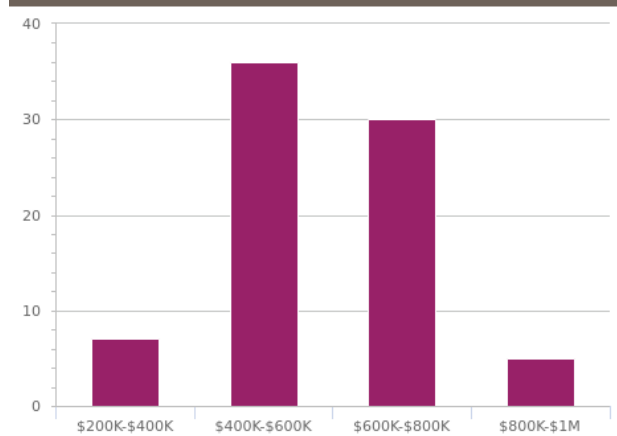
\$558,454

	Past Sales	Capital Growth
2023	78	↓ 10.54%
2022	93	↑ 21.79%
2021	85	↓ 2.02%
2020	73	↑ 18.34%
2019	52	↓ 7.95%

House Sales by Price (Past 12 Months)



Unit Sales by Price (Past 12 Months)



CoreLogic IntelliVal Automated Valuation Estimate

7 Sarges Mews Lilydale VIC 3140

Prepared on 03 August 2023

Disclaimers

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An Estimated Value is generated (i) by a computer driven mathematical model in reliance on available data; (ii) without the physical inspection of the subject property; (iii) without taking into account any market conditions (including building, planning, or economic), and/or (iv) without identifying observable features or risks (including adverse environmental issues, state of repair, improvements, renovations, aesthetics, views or aspect) which may, together or separately, affect the value.

An Estimated Value is current only at the date of publication or supply. CoreLogic expressly excludes any warranties and representations that an Estimated Value is an accurate representation as to the market value of the subject property.

To the full extent permitted by law, CoreLogic excludes all liability for any loss or damage howsoever arising or suffered by the recipient, whether as a result of the recipient's reliance on the accuracy of an Estimated Value or otherwise arising in connection with an Estimated Value.

How to read Estimated Value

The Confidence is based on a statistical calculation as to the probability of the Estimated Value being accurate compared to market value. The available confidence values returned are High, Medium-High, Medium, Medium-Low, and Low. An Estimated Value with a 'High' confidence is considered more reliable than an Estimated Value with a 'Medium-High', 'Medium', 'Medium-Low' or 'Low' confidence. The Confidence is a reflection of the amount of data we have on the property and similar properties in the surrounding areas. Generally, the more data we have for the local real estate market and subject property, the higher the Confidence level will be. Confidence should be considered alongside the Estimated Value.

Confidence is displayed as a coloured coded range with red representing low confidence, through to amber which represents medium confidence to green for higher confidence.



For more information on estimated values: <https://www.corelogic.com.au/estimated-value-faqs>

If you have any questions or concerns about the information in this report, please contact our customer care team.

Within Australia: **1300 734 318**
Email Us: **customer@corelogic.com.au**

CoreLogic IntelliVal Automated Valuation Estimate



Activity statement 004

Date generated	04 August 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

9 results found - from **04 August 2021** to **04 August 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
25 Jul 2023	24 Jul 2023	Payment received		\$893.00	\$0.00
11 Jul 2023	28 Jul 2023	Original Activity Statement for the period ending 30 Jun 23 - PAYG Instalments	\$893.00		\$893.00 DR
28 Apr 2023	26 Apr 2023	Payment received		\$893.00	\$0.00
20 Apr 2023	28 Apr 2023	Original Activity Statement for the period ending 31 Mar 23 - PAYG Instalments	\$893.00		\$893.00 DR
1 Mar 2023	27 Feb 2023	Payment received		\$893.00	\$0.00
23 Feb 2023	28 Feb 2023	Original Activity Statement for the period ending 31 Dec 22 - PAYG Instalments	\$893.00		\$893.00 DR
1 Nov 2021	1 Nov 2021	General interest charge			\$0.00
31 Oct 2021	28 Oct 2021	Original Activity Statement for the period ending 30 Sep 21 - PAYG Instalments	\$776.00		\$0.00
27 Oct 2021	26 Oct 2021	Payment received		\$776.00	\$776.00 CR



Income tax 002

Date generated	04 August 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

6 results found - from **04 August 2021** to **04 August 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
17 May 2023	22 May 2023	EFT refund for Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$48.35		\$0.00
17 May 2023	15 May 2023	Interest for early payment of Income Tax		\$48.35	\$48.35 CR
26 Oct 2022	24 Oct 2022	Payment received		\$2,988.53	\$0.00
20 Oct 2022	15 May 2023	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$2,988.53		\$2,988.53 DR
20 Sep 2021	23 Sep 2021	EFT refund for Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$2,858.93		\$0.00
20 Sep 2021	20 Sep 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21		\$2,858.93	\$2,858.93 CR

2023 Land Tax Assessment Notice

STATE
REVENUE
OFFICE
VICTORIA
ABN 76 775 798-331



7053032048000901329

029

LOTIA HOLDINGS PTY LTD
UNIT 4
34 PATRICK AVENUE
CROYDON NORTH VIC 3136

CUSTOMER NUMBER
QUOTE IF YOU CONTACT US **107777074**

ASSESSMENT NUMBER
THIS CHANGES EVERY YEAR **64118249**

ISSUE DATE **12 MAY 2023**

TOTAL PAYABLE **\$625.75**

INTEREST IS CHARGED ON LATE PAYMENTS

THIS NOTICE IS ISSUED TO YOU IN YOUR CAPACITY AS TRUSTEE FOR:
LOTIA HOLDINGS TRUST

TWO WAYS TO PAY

1 IN FULL

PAY BY **22 SEP 2023**

2 INSTALMENTS

SET UP BY **9 JUN 2023**

Instalments are **ONLY** payable via the online system, AutoPay.

AutoPay allows you to set up automated payments using your credit card or transaction account.

Choose from the following options:

FOUR
INSTALMENTS
(EQUAL AMOUNTS)

MONTHLY
INSTALMENTS

FORTNIGHTLY
INSTALMENTS



sro.vic.gov.au/autopay

Visit My Land Tax



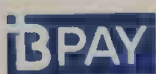
- View and pay assessments
- Apply for exemptions
- Update property ownership

sro.vic.gov.au/mylandtaxregister

Paul Broderick
Commissioner of State Revenue

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®



Billers Code: 5249
REF: 64118249

Telephone and internet banking
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.
bpay.com.au

CARD



Customer No: 107777074
REF: 64118249

Visa or Mastercard only
Pay via our website or phone 13 21 61.
A card payment fee applies.
sro.vic.gov.au/paylandtax

AUSTRALIA POST



Post
Billpay

\$625.75

Pay in-store
Take this notice to any Australia Post.
State Revenue Office (VIC) payment



*382 400 0064118249 0

Summary of assessment

Assessment number: 64118249

Period of assessment: 1 January 2023 to 31 December 2023

Land tax applies to land you owned on 31 December 2022.

2023 calculation

Total taxable value	\$170,000.00
Tax calculation	\$625.75
2023 tax payable	\$625.75

For land tax rates, visit sro.vic.gov.au/landtaxrate

Land tax trust calculation

	Taxable Value	Total Tax
Surcharge rate	\$170,000	\$625.75
Ordinary rate	\$0	\$0.00
PPR beneficiary (single holding)	\$0	\$0.00
Total	\$170,000	\$625.75

A surcharge rate on the general land tax applies for the aggregate Victorian land holdings of the trust from \$25,000 through to less than \$3 million.

For information about trusts, go to sro.vic.gov.au/landtaxtrusts.

ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria and councils.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

sro.vic.gov.au/landtax

AMENDING DETAILS

You can update your details online.

Personal:

- address
- contact details

Property:

- claim or remove an exemption
- add or remove land you own

sro.vic.gov.au/mylandtax

YOUR RIGHT TO OBJECT

If you disagree with the valuation of your property, you can lodge an objection online.

sro.vic.gov.au/valueobjection

If you disagree with another aspect of your assessment, you can lodge a written objection within 60 days of receiving your assessment.

An objection is a formal avenue of dispute resolution requiring you to explain fully and in detail the grounds of your objection.

sro.vic.gov.au/assessment

OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.

HOW TO CONTACT US AT THE STATE REVENUE OFFICE

sro.vic.gov.au/landtax | Phone 13 21 61 DURING BUSINESS HOURS (AEST)



Statement of lands for period 1 January 2023 to 31 December 2023

Assessment number: 64118249

Level of value date: 1 January 2022

Lands owned as at midnight 31 December 2022 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax. Any adjustment (pro-rata) of the assessed amount is a private arrangement between the buyer and seller.

Item	Address/Municipality	Land ID/References	Single holding tax*	Proportional tax**	Taxable value
1	7 SARGES MEWS, LILYDALE, 3140. YARRA RANGES	046454728 7 S815709	N/A	\$625.75 TS	\$170,000

Total taxable value

\$170,000

Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must notify us within 60 days of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting sro.vic.gov.au/assessment.

Explanation of codes (for details, go to sro.vic.gov.au/codes)

*SINGLE HOLDING TAX

**PROPORTIONAL TAX

TS

This is the amount of tax you would pay on the one property.

This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.

Trust Surcharge

Notice of Levies

PO Box 110 Croydon, VIC 3136

Owners Corporation Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

P: (03) 9188 4233

Invoice

Issued 02/11/2022 on behalf of:

Lotia Holdings Pty Ltd
4/34 Patrick Avenue
CROYDON VIC 3136

OCPS 815709H
ABN 17321804990
20-22 Taylor Street
LILYDALE VIC 3140

for Lot 7 Unit 7
Lotia Holdings Pty Ltd
7/Sarges Mews
LILYDALE VIC 3140

The following fees/charges are due (All amounts listed include GST unless otherwise specified)
Payment is due within 28 days of the date of this Notice or by the due date specified below

Due date	Details	Amounts due (\$)		Total
		Admin Fund	Sinking Fund	
01/12/2022	Quarterly Levy	375.00	0.00	375.00
	Total due in month	375.00	0.00	375.00

Total of this notice	375.00	(including nil GST)
Arrears	0.00	
Interest on arrears	0.00	
Outstanding owner invoices	0.00	
Subtotal of amount due	375.00	
Prepaid	0.00	
Total amount due	\$375.00	

Interest will be charged on any overdue fees/charges at an annual rate of 0%.
The rate of interest has been calculated in accordance with the current rate under the
Penalty Interest Rates Act 1983(Vic). This rate is subject to change.
Cheques should be made payable to 'OCPS 815709H'

Levy Payment due 01/12/2022

** If fees and charges are not paid by the due date extra costs may be applicable**



Telephone & Internet Banking - BPAY
Contact your bank or financial institution to
make this payment from your cheque,
savings, debit or transaction account. To use
the QR code, use the reader within your
mobile banking app.
More info: www.bpay.com.au

Biller Code: 226290
Ref: 63145300022974

Pay online or by phone with your credit card
using PayWay.
Go to Info www.payway.com.au or call 1300
885 175 and use the provided PayWay biller
code and reference number.

Biller Code: 185355
Ref: 63145300022974



Lotia Holdings Pty Ltd
Owners Corporation 815709H
Lot 7 Unit 7

Amount Due

\$375.00

Due Date

01/12/2022

Amount Paid

\$

Important information on fees and charges

(This page is part of the Fee Notice)

Enquiries

If you have enquiries on the fees listed in this Notice you can contact the Owners Corporation on the telephone number or at the address listed on the front of this form.

Disputes

The Owners Corporations Act 2006 (the Act), Owners Corporations Regulations (the Regulations) and the Owners Corporation Rules (the Rules) provide a number of options in dealing with disputes regarding Owners Corporations, Managers, Lot Owners and Occupiers. These are:

- The Owners Corporation Internal Dispute Resolution Process
- Conciliation through Consumer Affairs Victoria
- Applications to the Victorian Civil and Administrative Tribunal (VCAT)

Internal Dispute Resolution process

If you believe the Manager, a Lot Owner or Occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process. The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing an 'Owners Corporation Complaint' form (available from the Owners Corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the Owners Corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the Owners Corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

Conciliation through Consumer Affairs Victoria

You can contact Consumer Affairs Victoria regarding disputes. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or go to www.consumer.vic.gov.au

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1800 133 055 or go to www.vcat.vic.gov.au

Date: 27/07/2023

Dear Sir/Madam,

Thank you for your enquiry and below is the account balance(s) of your portfolio as of close of business on: 30/06/2023 ■

**WOODSIDE ENERGY GROUP LTD
WDS ORDINARY FULLY PAID SHARES**

Name	Share Type	Register	Quantity
LOTIA SUPER PTY LTD <LOTIA SUPER> X*****9481	CHESS Sponsored	WA	142
Total			142

Sincerely,
Computershare

Only Computershare managed holdings are listed.

Lotia Holdings ATF Lotia Holdings Pty Ltd for Director Rizwan Lotia
 unit 4/34 Patrick Ave
 Croydon North VIC 3136

Folio Summary

Folio: OWN02111
 From: 1/07/2022
 To: 30/06/2023
 Created: 8/07/2023

Money In	Money Out	Balance
\$20,722.18	\$2,525.54	\$18,196.64

Account	Included Tax	Money Out	Money In
Statement 26 - 19 July 2022			
7 Sarges Mews, Lilydale Vic			
Rent			\$1,695.00
Management Fees	\$9.25	\$101.70	
		<u>\$101.70</u>	<u>\$1,695.00</u>
Account Transactions			
Sundries	\$0.25	\$2.75	
		<u>\$2.75</u>	<u>\$0.00</u>
Subtotal		<u>\$104.45</u>	<u>\$1,695.00</u>
Statement 27 - 16 August 2022			
7 Sarges Mews, Lilydale Vic			
Rent			\$1,695.00
Management Fees	\$9.25	\$101.70	
		<u>\$101.70</u>	<u>\$1,695.00</u>
Account Transactions			
Sundries	\$0.25	\$2.75	
		<u>\$2.75</u>	<u>\$0.00</u>
Subtotal		<u>\$104.45</u>	<u>\$1,695.00</u>
Statement 28 - 16 September 2022			
7 Sarges Mews, Lilydale Vic			
Rent			\$1,695.00
Management Fees	\$9.25	\$101.70	
		<u>\$101.70</u>	<u>\$1,695.00</u>
Account Transactions			
Sundries	\$0.25	\$2.75	
		<u>\$2.75</u>	<u>\$0.00</u>
Subtotal		<u>\$104.45</u>	<u>\$1,695.00</u>
Statement 29 - 18 October 2022			
7 Sarges Mews, Lilydale Vic			
Rent			\$1,695.00
Management Fees	\$9.25	\$101.70	
		<u>\$101.70</u>	<u>\$1,695.00</u>
Account Transactions			
Sundries	\$0.25	\$2.75	
		<u>\$2.75</u>	<u>\$0.00</u>

Account	Included Tax	Money Out	Money In
Subtotal		<u>\$104.45</u>	<u>\$1,695.00</u>
Statement 30 - 2 December 2022			
7 Sarges Mews, Lilydale Vic			
Rent			\$1,862.18
Letting Fees	\$39.49	\$434.43	
Advertising	\$12.67	\$139.38	
Management Fees	\$10.16	\$111.73	
Safer Home Package	\$37.90	\$416.90	
		<u>\$1,102.44</u>	<u>\$1,862.18</u>
Account Transactions			
Sundries	\$0.50	\$5.50	
		<u>\$5.50</u>	<u>\$0.00</u>
Subtotal		<u>\$1,107.94</u>	<u>\$1,862.18</u>
Statement 31 - 3 January 2023			
7 Sarges Mews, Lilydale Vic			
Rent			\$1,695.00
Management Fees	\$9.25	\$101.70	
		<u>\$101.70</u>	<u>\$1,695.00</u>
Account Transactions			
Sundries	\$0.25	\$2.75	
		<u>\$2.75</u>	<u>\$0.00</u>
Subtotal		<u>\$104.45</u>	<u>\$1,695.00</u>
Statement 32 - 24 January 2023			
7 Sarges Mews, Lilydale Vic			
Rent			\$1,695.00
Supply/fit flyscreens/security door	\$23.50	\$258.50	
Management Fees	\$9.25	\$101.70	
		<u>\$360.20</u>	<u>\$1,695.00</u>
Subtotal		<u>\$360.20</u>	<u>\$1,695.00</u>
Statement 33 - 24 February 2023			
7 Sarges Mews, Lilydale Vic			
Rent			\$1,738.00
Management Fees	\$9.48	\$104.28	
		<u>\$104.28</u>	<u>\$1,738.00</u>
Account Transactions			
Sundries	\$0.25	\$2.75	
		<u>\$2.75</u>	<u>\$0.00</u>
Subtotal		<u>\$107.03</u>	<u>\$1,738.00</u>
Statement 34 - 21 March 2023			
7 Sarges Mews, Lilydale Vic			
Rent			\$1,738.00
Management Fees	\$9.48	\$104.28	
		<u>\$104.28</u>	<u>\$1,738.00</u>
Account Transactions			
Sundries	\$0.25	\$2.75	
		<u>\$2.75</u>	<u>\$0.00</u>
Subtotal		<u>\$107.03</u>	<u>\$1,738.00</u>
Statement 35 - 26 April 2023			
7 Sarges Mews, Lilydale Vic			
Rent			\$1,738.00
Management Fees	\$9.48	\$104.28	
		<u>\$104.28</u>	<u>\$1,738.00</u>
Account Transactions			
Sundries	\$0.25	\$2.75	

Account	Included Tax	Money Out	Money In
		\$2.75	\$0.00
Subtotal		\$107.03	\$1,738.00
Statement 36 - 23 May 2023			
7 Sarges Mews, Lilydale Vic			
Rent			\$1,738.00
Management Fees	\$9.48	\$104.28	
		\$104.28	\$1,738.00
Account Transactions			
Sundries	\$0.25	\$2.75	
		\$2.75	\$0.00
Subtotal		\$107.03	\$1,738.00
Statement 37 - 23 June 2023			
7 Sarges Mews, Lilydale Vic			
Rent			\$1,738.00
Management Fees	\$9.48	\$104.28	
		\$104.28	\$1,738.00
Account Transactions			
Sundries	\$0.25	\$2.75	
		\$2.75	\$0.00
Subtotal		\$107.03	\$1,738.00
Total		\$2,525.54	\$20,722.18
Total Tax on Money Out: \$229.62			

Policy Schedule

Landlord Preferred Policy

To sign up to receive your policy documents electronically please visit terrischeer.com.au/paperless



5 August 2022

Lotia Holdings ATF Lotia Holdings Pty Ltd
 4/34 Patrick Avenue
 CROYDON NORTH VIC 3138

POLICY NUMBER: TS1529171LPP
AMOUNT DUE: \$ 335.00
DUE DATE: 20/09/2022

Insured: Lotia Holdings ATF Lotia Holdings Pty Ltd
Insured Address: 7 Sarges Meadow, LILYDALE VIC 3140

Premium Type
 Personal

Sum Insured
 Contents/Building \$60,000
 Liability to Other \$20,000,000
 Weekly rent Up to \$1,000

Expiry Date
 20/09/2022. We invite you to review your policy until 12:01ast
 20/09/2023

Managing Agent
 Max Brown Rental Department - Croydon

Excess per claim.
 Loss of rent \$0
 Add. benefits in Sect 1, Liability \$0
 Tenant damage \$500
 Scorching or pet damage \$250
 Earthquake or Tsunami \$200
 Other claims \$100

Property Details
 The land size is less than 2 acres.
 There is no business activity operated from this property.
 The property is kept well maintained and in good condition*

Annual Premium \$335.00

This Policy Schedule is based on the information you gave us. Please check that this information is correct and complete. If any changes or additions need to be made now or during the period of insurance you must call us.

Last year's annual premium \$349.00
 Change on last year -4.0 %

Insurer: AAI Limited ABN 48 005 207 807 AFSL 230859

Special Conditions/Additional Information

Please turn over for important policy information and payment details

TS000001/03/14 A

2181510LXREG01900000PRE 1353-4891-8771



Account Number 06 2692 31509092

Statement Period 1 May 2022 - 31 Jul 2022

Closing Balance \$12,071.66 CR

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



029

DR RM LOTIA
 UNIT 4 34 PATRICK AVE
 CROYDON NORTH VIC 3136

Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

The Commonwealth Direct Investment Account is the preferred cash account for SMSF customers. You will receive discounted brokerage when you link your CDIA to a CommSec Trading Account, and enjoy the convenience of managing your investments through NetBank and the CommBank app.

Name: LOTIA SUPER PTY.LTD. AS TRUSTEES FOR LOT
 IA SUPER

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

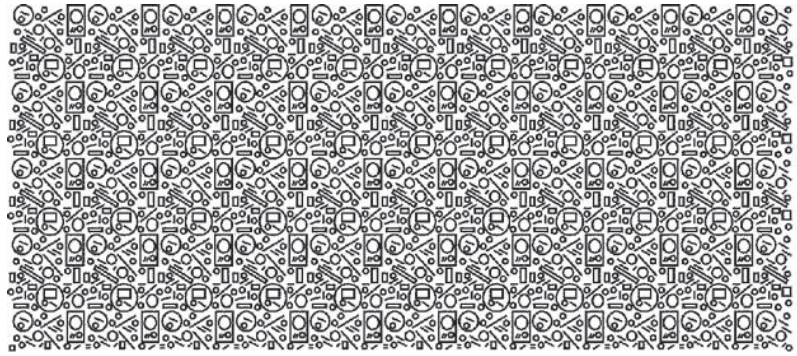
The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 May 2022	OPENING BALANCE			\$11,575.33 CR
01 May	Credit Interest		0.48	\$11,575.81 CR
02 May	Direct Debit 481371 H & R BLOCK LTD 1127	183.33		\$11,392.48 CR
06 May	Direct Debit 400984 SECURE FUNDING P 3031566	245.61		\$11,146.87 CR
13 May	Direct Debit 400984 SECURE FUNDING P 3031566	245.61		\$10,901.26 CR
17 May	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily		1,590.55	\$12,491.81 CR
20 May	Direct Debit 400984 SECURE FUNDING P 3031566	245.61		\$12,246.20 CR
27 May	Direct Debit 400984 SECURE FUNDING P 3031566	245.61		\$12,000.59 CR
29 May	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974	375.00		\$11,625.59 CR
01 Jun	Credit Interest		0.89	\$11,626.48 CR
01 Jun	Direct Debit 481371 H & R BLOCK LTD 1127	183.33		\$11,443.15 CR
03 Jun	Direct Debit 400984 SECURE FUNDING P 3031566	245.61		\$11,197.54 CR



Account Number

06 2692 31509092



Date	Transaction	Debit	Credit	Balance			
10 Jun	Direct Debit 400984 SECURE FUNDING P 3031566	251.93		\$10,945.61 CR			
14 Jun	Yarra Valley Water NetBank BPAY 344366 03350066396 Water charges	157.13		\$10,788.48 CR			
17 Jun	Direct Debit 400984 SECURE FUNDING P 3031566	251.93		\$10,536.55 CR			
20 Jun	Direct Credit 450329 AOFM INDEX BONDS INT95/00800195		97.82	\$10,634.37 CR			
21 Jun	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily		1,590.55	\$12,224.92 CR			
24 Jun	Direct Debit 400984 SECURE FUNDING P 3031566	251.93		\$11,972.99 CR			
01 Jul	CREDIT INTEREST EARNED on this account to June 30, 2022 is \$1.62						
01 Jul	Credit Interest		1.74	\$11,974.73 CR			
01 Jul	Direct Debit 400984 SECURE FUNDING P 3031566	251.93		\$11,722.80 CR			
04 Jul	Direct Debit 481371 H & R BLOCK LTD 1127	183.33		\$11,539.47 CR			
08 Jul	Direct Debit 400984 SECURE FUNDING P 3031566	264.59		\$11,274.88 CR			
15 Jul	Direct Debit 400984 SECURE FUNDING P 3031566	264.59		\$11,010.29 CR			
19 Jul	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily		1,590.55	\$12,600.84 CR			
22 Jul	Direct Debit 400984 SECURE FUNDING P 3031566	264.59		\$12,336.25 CR			
29 Jul	Direct Debit 400984 SECURE FUNDING P 3031566	264.59		\$12,071.66 CR			
31 Jul	2022 CLOSING BALANCE			\$12,071.66 CR			
Opening balance		-	Total debits	+	Total credits	=	Closing balance
\$11,575.33 CR			\$4,376.25		\$4,872.58		\$12,071.66 CR

Your Credit Interest Rate Summary

Date	Balance	Standard Credit Interest Rate (p.a.)
31 Jul	Less than \$10,000.00	0.00%
	\$10,000.00 and over	0.60%

Note. Interest rates are effective as at the date shown but are subject to change.

Important Information:

We try to get things right the first time – but if we don't, we'll do what we can to fix it.

You can fix most problems simply by contacting us.

Write to: CBA Group Customer Relations, Reply Paid 41, Sydney NSW 2001

Tell us online: commbank.com.au/support/compliments-and-complaints.html

Call: 1800 805 605 (free call)

You can also contact the Australian Financial Complaints Authority, AFCA, an independent external dispute resolution body approved by ASIC - time limits may apply, visit AFCA, afca.org.au, website for more information.

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

Email: info@afca.org.au

Call: 1800 931 678, free call Monday to Friday 9am– 5pm, AEST





Account Number 06 2692 31509092

Statement Period 1 Aug 2022 - 31 Oct 2022

Closing Balance \$9,826.03 CR

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



029

DR RM LOTIA
 UNIT 4 34 PATRICK AVE
 CROYDON NORTH VIC 3136

Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

The Commonwealth Direct Investment Account is the preferred cash account for SMSF customers. You will receive discounted brokerage when you link your CDIA to a CommSec Trading Account, and enjoy the convenience of managing your investments through NetBank and the CommBank app.

Name: LOTIA SUPER PTY.LTD. AS TRUSTEES FOR LOT
 IA SUPER

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

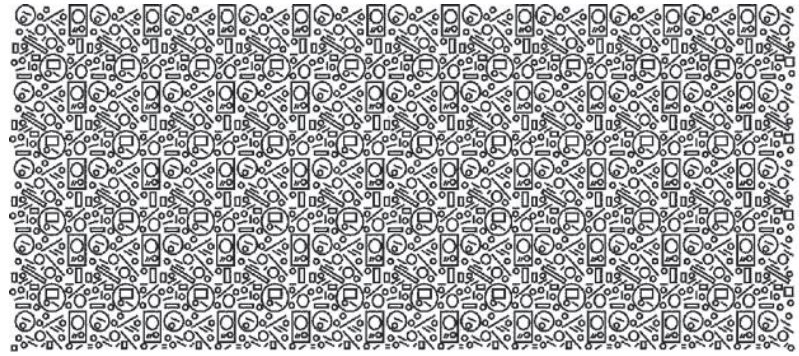
The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 Aug	2022 OPENING BALANCE			\$12,071.66 CR
01 Aug	Credit Interest		4.00	\$12,075.66 CR
02 Aug	Direct Debit 481371 H & R BLOCK LTD 1127	183.33		\$11,892.33 CR
05 Aug	Direct Debit 400984 SECURE FUNDING P 3031566	277.76		\$11,614.57 CR
10 Aug	Direct Credit 123079 ING 060865066 0274217		10,264.38	\$21,878.95 CR
12 Aug	Direct Debit 400984 SECURE FUNDING P 3031566	277.76		\$21,601.19 CR
16 Aug	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily		1,590.55	\$23,191.74 CR
19 Aug	Direct Debit 400984 SECURE FUNDING P 3031566	277.76		\$22,913.98 CR
23 Aug	Fast Transfer From Lotia Healthcare Super contribution 1 2023 Super contribution 1 2023		10,000.00	\$32,913.98 CR
24 Aug	Fast Transfer From Lotia Healthcare Super payment 2 2023 Super payment 2 2023		10,000.00	\$42,913.98 CR



Account Number

06 2692 31509092



Date	Transaction	Debit	Credit	Balance
25 Aug	Fast Transfer From Lotia Healthcare Super payment 3 2023 Super payment 3 2023		5,000.00	\$47,913.98 CR
26 Aug	Direct Debit 400984 SECURE FUNDING P 3031566	277.76		\$47,636.22 CR
29 Aug	Transfer To Secure Funding NetBank Repayment	30,000.00		\$17,636.22 CR
30 Aug	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies payment	375.00		\$17,261.22 CR
30 Aug	Yarra Valley Water NetBank BPAY 344366 03350066396 Yarra water bill	242.84		\$17,018.38 CR
31 Aug	ASIC NetBank BPAY 17301 2296201843127 ASIC	59.00		\$16,959.38 CR
01 Sep	Credit Interest		17.38	\$16,976.76 CR
02 Sep	Direct Debit 400984 SECURE FUNDING P 3031566	277.76		\$16,699.00 CR
02 Sep	Direct Debit 481371 H & R BLOCK LTD 1127	183.33		\$16,515.67 CR
03 Sep	YARRA RANGES RATES NetBank BPAY 8979 933421 Council rates	81.05		\$16,434.62 CR
08 Sep	Transfer Out Branch CROYDON	5,000.00		\$11,434.62 CR
09 Sep	Direct Debit 400984 SECURE FUNDING P 3031566	291.17		\$11,143.45 CR
15 Sep	Direct Credit 302169 ACL DIV 001281307803		615.00	\$11,758.45 CR
16 Sep	TERRI SCHEER NetBank BPAY 63461 715291712 Landlord Insurance	335.00		\$11,423.45 CR
16 Sep	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily		1,590.55	\$13,014.00 CR
16 Sep	Direct Debit 400984 SECURE FUNDING P 3031566	247.06		\$12,766.94 CR
20 Sep	Direct Credit 450329 AOFM INDEX BONDS INT97/00800209		99.53	\$12,866.47 CR
21 Sep	SROVIC LAND TAX NetBank BPAY 5249 55407966 Land tax	475.75		\$12,390.72 CR
21 Sep	Direct Credit 140504 SONIC HEALTHCARE FIN22/00859818		150.00	\$12,540.72 CR
23 Sep	Direct Debit 400984 SECURE FUNDING P 3031566	247.06		\$12,293.66 CR
30 Sep	Direct Debit 400984 SECURE FUNDING P 3031566	247.06		\$12,046.60 CR
01 Oct	Credit Interest		14.40	\$12,061.00 CR
04 Oct	Direct Debit 481371 H & R BLOCK LTD 1127	183.33		\$11,877.67 CR

Date	Transaction	Debit	Credit	Balance	
05 Oct	Direct Credit 458106 CSL LTD DIVIDEND AUF22/01060119		267.26	\$12,144.93 CR	
07 Oct	Direct Debit 400984 SECURE FUNDING P 3031566	247.06		\$11,897.87 CR	
14 Oct	Direct Debit 400984 SECURE FUNDING P 3031566	247.06		\$11,650.81 CR	
18 Oct	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily		1,690.55	\$13,341.36 CR	
19 Oct	Direct Credit 062895 COMMONWEALTH SEC COMMSEC		42,159.67	\$55,501.03 CR	
20 Oct	Direct Credit 062895 COMMONWEALTH SEC COMMSEC		7,657.55	\$63,158.58 CR	
21 Oct	Direct Debit 400984 SECURE FUNDING P 3031566	247.06		\$62,911.52 CR	
24 Oct	TAX OFFICE PAYMENTS NetBank BPAY 75556 002002313205878121 Income tax 2022	2,988.53		\$59,922.99 CR	
25 Oct	Direct Credit 062895 COMMONWEALTH SEC COMMSEC		17,650.10	\$77,573.09 CR	
25 Oct	Fast Transfer From Lotia Healthcare Super payment 3 Super payment 3		2,500.00	\$80,073.09 CR	
25 Oct	Transfer to other Bank NetBank Repayment Loan 1b	50,000.00		\$30,073.09 CR	
26 Oct	Transfer To Secure Funding NetBank Repayment Loan 2b	20,000.00		\$10,073.09 CR	
28 Oct	Direct Debit 400984 SECURE FUNDING P 3031566	247.06		\$9,826.03 CR	
31 Oct	2022 CLOSING BALANCE			\$9,826.03 CR	
		Opening balance	- Total debits	+ Total credits	= Closing balance
		\$12,071.66 CR	\$113,516.55	\$111,270.92	\$9,826.03 CR

Your Credit Interest Rate Summary		
Date	Balance	Standard Credit Interest Rate (p.a.)
31 Oct	Less than \$10,000.00	0.00%
	\$10,000.00 and over	1.80%

Note. Interest rates are effective as at the date shown but are subject to change.



Important Information:

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Write to: CBA Group Customer Relations, Reply Paid 41, Sydney NSW 2001

Tell us online: commbank.com.au/support/compliments-and-complaints.html

Call: 1800 805 605 (free call)

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Email: info@afca.org.au

Call: 1800 931 678, free call Monday to Friday 9am– 5pm, AEST



Account Number 06 2692 31509092

Statement Period 1 Nov 2022 - 31 Jan 2023

Closing Balance \$6,151.36 CR

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



029

DR RM LOTIA
 UNIT 4 34 PATRICK AVE
 CROYDON NORTH VIC 3136

Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

The Commonwealth Direct Investment Account is the preferred cash account for SMSF customers. You will receive discounted brokerage when you link your CDIA to a CommSec Trading Account, and enjoy the convenience of managing your investments through NetBank and the CommBank app.

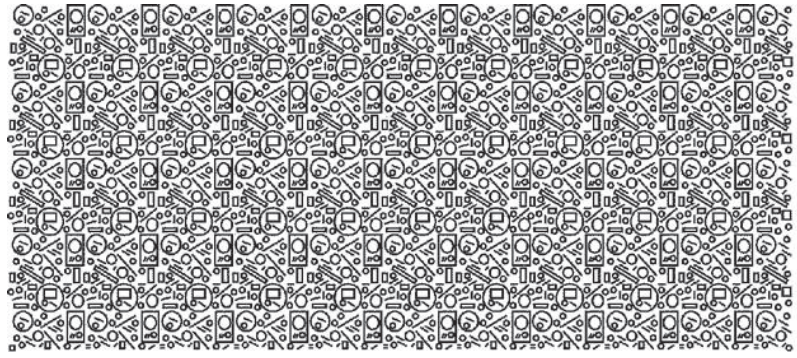
Name: LOTIA SUPER PTY.LTD. AS TRUSTEES FOR LOT
 IA SUPER

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

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

Date	Transaction	Debit	Credit	Balance
01 Nov 2022	OPENING BALANCE			\$9,826.03 CR
01 Nov	Credit Interest		30.37	\$9,856.40 CR
04 Nov	Direct Debit 400984 SECURE FUNDING P 3031566	118.07		\$9,738.33 CR
11 Nov	Direct Debit 400984 SECURE FUNDING P 3031566	118.07		\$9,620.26 CR
18 Nov	Direct Debit 400984 SECURE FUNDING P 3031566	118.07		\$9,502.19 CR
25 Nov	Direct Debit 400984 SECURE FUNDING P 3031566	118.07		\$9,384.12 CR
28 Nov	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies invoice	375.00		\$9,009.12 CR
02 Dec	Yarra Valley Water NetBank BPAY 344366 03350066396 Water Bill	161.24		\$8,847.88 CR
02 Dec	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily		754.24	\$9,602.12 CR
02 Dec	Direct Debit 400984 SECURE FUNDING P 3031566	120.64		\$9,481.48 CR
09 Dec	Direct Debit 400984 SECURE FUNDING P 3031566	120.64		\$9,360.84 CR
15 Dec	ASIC NetBank BPAY 17301 2296222992812 Lotia Holdings Fee	290.00		\$9,070.84 CR





Date	Transaction	Debit	Credit	Balance			
16 Dec	Direct Debit 400984 SECURE FUNDING P 3031566	120.64		\$8,950.20 CR			
23 Dec	Direct Debit 400984 SECURE FUNDING P 3031566	120.64		\$8,829.56 CR			
30 Dec	Direct Debit 400984 SECURE FUNDING P 3031566	120.64		\$8,708.92 CR			
03 Jan	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily		1,590.55	\$10,299.47 CR			
06 Jan	Direct Debit 400984 SECURE FUNDING P 3031566	123.24		\$10,176.23 CR			
12 Jan	Direct Debit 062934 COMMSEC SECURITI COMMSEC	4,989.95		\$5,186.28 CR			
13 Jan	Direct Debit 400984 SECURE FUNDING P 3031566	123.24		\$5,063.04 CR			
20 Jan	Direct Debit 400984 SECURE FUNDING P 3031566	123.24		\$4,939.80 CR			
24 Jan	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily		1,334.80	\$6,274.60 CR			
27 Jan	Direct Debit 400984 SECURE FUNDING P 3031566	123.24		\$6,151.36 CR			
31 Jan	2023 CLOSING BALANCE			\$6,151.36 CR			
	Opening balance	-	Total debits	+	Total credits	=	Closing balance
	\$9,826.03 CR		\$7,384.63		\$3,709.96		\$6,151.36 CR

Your Credit Interest Rate Summary

Date	Balance	Standard Credit Interest Rate (p.a.)
31 Jan	Less than \$10,000.00	0.00%
	\$10,000.00 and over	2.10%

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Changes to cheque access from 3 June 2023

We are phasing out cheque access¹ from 3 June 2023, as follows:

- If you open a CommBank account from 3 June 2023, cheque access to that account won't be available. Some exceptions apply².
- If a cheque book was not issued for your account² before 3 June 2023, cheque access to that account won't be available from 3 June 2023.
- From 3 June 2023 replacement cheque books will no longer be issued automatically. To obtain a replacement cheque book, please contact us or visit your nearest branch.
- If you switch from a CommBank account where a cheque book was previously issued, to a new CommBank account, and your cheque book is linked to your new account, you can continue to have cheque access to your new account until all of the cheques in your cheque book are used. Once you've used all the cheques in that cheque book, cheque access will no longer be available from 3 June 2023.
- All account Terms and Conditions will be updated to reflect these changes on 3 June 2023 on commbank.com.au

Using NetBank, the CommBank app or CommBiz (for business and institutional customers), you can manage your money securely online anywhere, anytime and you can access a range of handy features, including:

- Transferring money between your accounts in real-time
- Paying money to someone using PayID
- Setting up a recurring transfer or scheduling a transfer for later
- Paying your bills using PayTo, BPAY[®] or direct debit

For your personal accounts you can also use phone banking to transfer money to someone or between your accounts by calling us at 13 2221. For your business accounts you can manage your money securely online anywhere, anytime using NetBank, the CommBank app or CommBiz. For more information visit commbank.com.au/changes-to-cheques

¹ Cheque access means being able to take money out of your account using a cheque from a cheque book issued to you on request and linked to your account, or a cheque obtained by you on request, over the counter in branch.

² Selected business and institutional banking accounts are excluded. Speak with your Relationship Manager, or visit commbank.com.au/changes-to-cheques

[®] Registered to BPAY Pty Ltd ABN 69 079 137 518



Account Number 06 2692 31509092

Statement Period 1 Feb 2023 - 30 Apr 2023

Closing Balance \$7,440.13 CR

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



029

DR RM LOTIA
 UNIT 4 34 PATRICK AVE
 CROYDON NORTH VIC 3136

Direct Investment Account

If this account has an attached overdraft limit or facility and we send you a statement every 4 or 6 months, we will update your statement preference to every 3 months as part of changes made to the new Banking Code of Practice from 1 July 2019.

The Commonwealth Direct Investment Account is the preferred cash account for SMSF customers. You will receive discounted brokerage when you link your CDIA to a CommSec Trading Account, and enjoy the convenience of managing your investments through NetBank and the CommBank app.

Name: LOTIA SUPER PTY.LTD. AS TRUSTEES FOR LOT
 IA SUPER

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

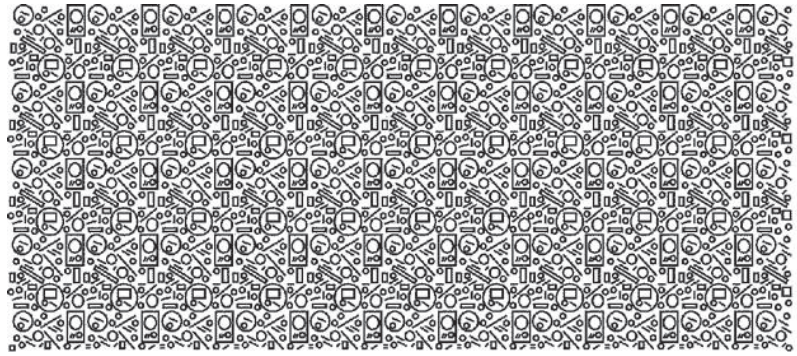
The date of transactions shown here may be different on your other transaction lists (for example, the transaction list that appears on the CommBank app).

Date	Transaction	Debit	Credit	Balance
01 Feb	2023 OPENING BALANCE			\$6,151.36 CR
01 Feb	Credit Interest		5.29	\$6,156.65 CR
03 Feb	Direct Debit 400984 SECURE FUNDING P 3031566	123.24		\$6,033.41 CR
10 Feb	Direct Debit 400984 SECURE FUNDING P 3031566	123.24		\$5,910.17 CR
17 Feb	Direct Debit 400984 SECURE FUNDING P 3031566	123.24		\$5,786.93 CR
24 Feb	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily		1,630.97	\$7,417.90 CR
24 Feb	Direct Debit 400984 SECURE FUNDING P 3031566	123.24		\$7,294.66 CR
27 Feb	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies	375.00		\$6,919.66 CR
27 Feb	TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 PAYG	893.00		\$6,026.66 CR
01 Mar	Credit Interest		0.23	\$6,026.89 CR
03 Mar	ASIC NetBank BPAY 17301 2291291095753 Annual payment	290.00		\$5,736.89 CR
03 Mar	Yarra Valley Water NetBank BPAY 344366 03350066396 Water charges	157.73		\$5,579.16 CR



Account Number

06 2692 31509092



Date	Transaction	Debit	Credit	Balance			
03 Mar	Direct Debit 400984 SECURE FUNDING P 3031566	123.24		\$5,455.92 CR			
10 Mar	Direct Debit 400984 SECURE FUNDING P 3031566	125.84		\$5,330.08 CR			
17 Mar	Direct Debit 400984 SECURE FUNDING P 3031566	125.84		\$5,204.24 CR			
21 Mar	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily		1,630.97	\$6,835.21 CR			
24 Mar	Direct Debit 400984 SECURE FUNDING P 3031566	125.84		\$6,709.37 CR			
31 Mar	Direct Debit 400984 SECURE FUNDING P 3031566	125.84		\$6,583.53 CR			
01 Apr	Credit Interest		1.51	\$6,585.04 CR			
05 Apr	Direct Credit 458106 WOODSIDE FIN22/00993974		305.92	\$6,890.96 CR			
06 Apr	Direct Debit 400984 SECURE FUNDING P 3031566	128.45		\$6,762.51 CR			
08 Apr	Fast Transfer From Lotia Healthcare Reimburse Lotia Super Reimburse Lotia Super		290.00	\$7,052.51 CR			
14 Apr	Direct Debit 400984 SECURE FUNDING P 3031566	128.45		\$6,924.06 CR			
21 Apr	Direct Debit 400984 SECURE FUNDING P 3031566	128.45		\$6,795.61 CR			
26 Apr	Direct Credit 302169 ACL DIV 001295477375		35.00	\$6,830.61 CR			
26 Apr	TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 Notional Tax	893.00		\$5,937.61 CR			
26 Apr	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily		1,630.97	\$7,568.58 CR			
28 Apr	Direct Debit 400984 SECURE FUNDING P 3031566	128.45		\$7,440.13 CR			
30 Apr	2023 CLOSING BALANCE			\$7,440.13 CR			
Opening balance		-	Total debits	+	Total credits	=	Closing balance
\$6,151.36 CR			\$4,242.09		\$5,530.86		\$7,440.13 CR

Your Credit Interest Rate Summary

Date	Balance	Standard Credit Interest Rate (p.a.)
30 Apr	Less than \$10,000.00	0.35%
	\$10,000.00 and over	2.45%

Note. Interest rates are effective as at the date shown but are subject to change.



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- If a cheque book was not issued for your account² before 3 June 2023, cheque access to that account won't be available from 3 June 2023.
- From 3 June 2023 replacement cheque books will no longer be issued automatically. To obtain a replacement cheque book, please contact us or visit your nearest branch.
- If you have a joint account listed below³, you will no longer be able to order a replacement cheque book. You can continue to have cheque access to your joint account until all of the cheques in your cheque book are used. Once you've used all the cheques in that cheque book, cheque access will no longer be available for that account from 3 June 2023.
- If you switch from a CommBank account where a cheque book was previously issued, to a new CommBank account, and your cheque book is linked to your new account, you can continue to have cheque access to your new account until all of the cheques in your cheque book are used. Once you've used all the cheques in that cheque book, cheque access will no longer be available from 3 June 2023.
- All account Terms and Conditions will be updated to reflect these changes on 3 June 2023 on commbank.com.au

Using NetBank, the CommBank app or CommBiz (for business and institutional customers), you can manage your money securely online anywhere, anytime and you can access a range of handy features, including:

- Transferring money between your accounts in real-time
- Transferring money to a BSB and Account Number or paying money to someone using PayID
- Setting up a recurring transfer or scheduling a transfer for later
- Paying your bills using PayTo, BPAY[®] or direct debit

For your personal accounts you can also use phone banking to transfer money between your accounts by calling us at 13 2221. For your business accounts you can manage your money securely online anywhere, anytime using NetBank, the CommBank app or CommBiz. For more information visit commbank.com.au/changes-to-cheques

¹ Cheque access means being able to take money out of your account using a cheque from a cheque book issued to you on request and linked to your account, or a cheque obtained by you on request, over the counter in branch.

² Selected business and institutional banking accounts are excluded. Speak with your Relationship Manager, or visit commbank.com.au/changes-to-cheques

³ From 3 June 2023, you will no longer be able to order a replacement cheque book if you have a joint account listed here: Accelerator Cash Account, AwardSaver Account, Cash Investment Account, Cash Management Call Account, Commonwealth Direct Investment Account, Complete Access, Everyday Offset, GoalSaver, NetBank Saver, Pensioner Security Account, Private Bank Account, Smart Access, Streamline Basic, and Youthsaver Account. If you have any other joint account, you can order a replacement cheque book if you contact us or visit your nearest branch.

® Registered to BPAY Pty Ltd ABN 69 079 137 518





Account Number 06 2692 31509092

Statement Period 1 May 2023 - 31 Jul 2023

Closing Balance \$5,193.01 CR

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



029

DR RM LOTIA
 UNIT 4 34 PATRICK AVE
 CROYDON NORTH VIC 3136

Direct Investment Account

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 IA SUPER

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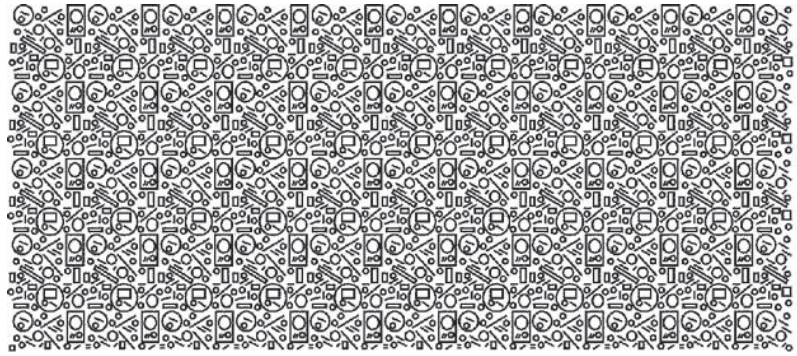
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Date	Transaction	Debit	Credit	Balance
01 May 2023	OPENING BALANCE			\$7,440.13 CR
01 May	Credit Interest		2.00	\$7,442.13 CR
05 May	Direct Debit 400984 SECURE FUNDING P 3031566	128.45		\$7,313.68 CR
12 May	Direct Debit 400984 SECURE FUNDING P 3031566	128.45		\$7,185.23 CR
19 May	Direct Debit 400984 SECURE FUNDING P 3031566	128.45		\$7,056.78 CR
21 May	Direct Credit 012721 ATO ATO001000018323674		48.35	\$7,105.13 CR
23 May	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily		1,630.97	\$8,736.10 CR
26 May	Direct Debit 400984 SECURE FUNDING P 3031566	128.45		\$8,607.65 CR
30 May	AUSWIDE STRATA MGT NetBank BPAY 226290 63145300022974 Levies Notice	375.00		\$8,232.65 CR
01 Jun	Credit Interest		2.27	\$8,234.92 CR
02 Jun	Direct Debit 400984 SECURE FUNDING P 3031566	131.12		\$8,103.80 CR
05 Jun	Yarra Valley Water NetBank BPAY 344366 03350066396	159.49		\$7,944.31 CR



Account Number

06 2692 31509092



Date	Transaction	Debit	Credit	Balance
09 Jun	Direct Debit 400984 SECURE FUNDING P 3031566	131.12		\$7,813.19 CR
16 Jun	Direct Debit 400984 SECURE FUNDING P 3031566	131.12		\$7,682.07 CR
23 Jun	Direct Credit 439145 Max Brown Real E 7 Sarges Mews Lily		1,630.97	\$9,313.04 CR
23 Jun	Direct Debit 400984 SECURE FUNDING P 3031566	131.12		\$9,181.92 CR
30 Jun	Direct Debit 400984 SECURE FUNDING P 3031566	131.12		\$9,050.80 CR
01 Jul	CREDIT INTEREST EARNED on this account to June 30, 2023 is \$79.19			
01 Jul	Credit Interest		2.36	\$9,053.16 CR
07 Jul	Direct Debit 400984 SECURE FUNDING P 3031566	133.78		\$8,919.38 CR
14 Jul	Direct Debit 400984 SECURE FUNDING P 3031566	133.78		\$8,785.60 CR
18 Jul	Direct Credit 649554 Woodards Croydon 7 Sarges Mews Lily		1,630.97	\$10,416.57 CR
21 Jul	Direct Debit 400984 SECURE FUNDING P 3031566	133.78		\$10,282.79 CR
22 Jul	Fast Transfer From Rizwan Lotia Annual Super 1 Annual Super 1		10,000.00	\$20,282.79 CR
23 Jul	Fast Transfer From Rizwan Lotia Annual Super 2 Annual Super 2		10,000.00	\$30,282.79 CR
23 Jul	ASIC NetBank BPAY 17301 2296201843127 ASIC Annual fee	63.00		\$30,219.79 CR
23 Jul	SECURE FUNDING NetBank BPAY 64956 30315667 Advance Repayment	19,000.00		\$11,219.79 CR
23 Jul	TAX OFFICE PAYMENTS NetBank BPAY 75556 4706687288174260 Notional Tax	893.00		\$10,326.79 CR
24 Jul	Fast Transfer From Rizwan Lotia Annual Super 3 Annual Super 3		5,000.00	\$15,326.79 CR
24 Jul	SECURE FUNDING NetBank BPAY 64956 30315667 Repayment 2	10,000.00		\$5,326.79 CR
28 Jul	Direct Debit 400984 SECURE FUNDING P 3031566	133.78		\$5,193.01 CR
31 Jul	2023 CLOSING BALANCE			\$5,193.01 CR

Opening balance	-	Total debits	+	Total credits	=	Closing balance
\$7,440.13 CR		\$32,195.01		\$29,947.89		\$5,193.01 CR

Your Credit Interest Rate Summary

Date	Balance	Standard Credit Interest Rate (p.a.)
31 Jul	Less than \$10,000.00	0.35%
	\$10,000.00 and over	3.00%

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Address - Locked Bag 22 Australia Square NSW 1215
 Telephone - 13 15 19
 Email - shares@commsec.com.au
 Internet - commsec.com.au

TAX INVOICE

SELL
ORIGINAL
TRADE CONFIRMATION

Please retain for taxation purposes

Trading, Clearing and Settlement of this transaction is undertaken by Commonwealth Securities Limited.

LOTIA SUPER PTY LTD <LOTIA SUPER A/C>
UNIT 4 34 PATRICK AVE
CROYDON NORTH VIC 3136

WE HAVE SOLD THE FOLLOWING SECURITIES FOR YOU

COMPANY SONIC HEALTHCARE LIMITED
SECURITY ORDINARY FULLY PAID

SHL

DATE: 18/10/2022
 AS AT DATE: 18/10/2022
 CONFIRMATION NO: 137891187
 ORDER NO: N171699749
 ACCOUNT NO: 2969341
 TOTAL UNITS: 250
 CONSIDERATION (AUD): \$7,677.50
BROKERAGE & COSTS INCL GST: \$19.95
 (may include printed confirmation postal fee)
APPLICATION MONEY: \$0.00
NET PROCEEDS: \$7,657.55
TOTAL GST: \$1.81
SETTLEMENT DATE: 20/10/2022

UNITS AT PRICE	
250	30.710000
AVERAGE PRICE:	30.710000

HIN 79849481

ORDER COMPLETED

CONTRACT COMMENTS:

55217061 0487703077

105

PAYMENT METHOD - DIRECT CREDIT TO NOMINATED SETTLEMENT A/C ON SETTLEMENT DAY. FUNDS AVAILABLE FOLLOWING DAY.

Commonwealth Securities Limited ABN 60 067 254 399, AFSL 238814 (CommSec) is a wholly owned but non-guaranteed subsidiary of the Commonwealth Bank of Australia ABN 48 123 123 124, AFSL 234945 and a market participant of ASX Limited and Cboe Australia Pty Limited (formerly Chi-X Australia Pty Limited), a clearing participant of ASX Clear Pty Limited and a settlement participant of ASX Settlement Pty Limited.

This Trade Confirmation issued is subject to:

- a. CommSec's Trading Terms and Conditions
- b. Directions, decisions and requirements of ASX Limited ("ASX") and Cboe Australia Limited (Cboe) including ASIC Market Integrity Rules (Securities Markets) 2017, ASX Operating Rules, ASX Settlement Operating Rules, ASX Clear Operating Rules and Cboe Operating Rules;
- c. the customs and usages of ASX Limited and Cboe Australia Limited; and
- d. the correction of any errors and/or omissions.

Credits from the sale of securities will not be available until the settlement date and any required documents and/or the details of an Issuer Sponsored Holding (if relevant) have been provided to, and verified by CommSec. Subject to CommSec's Trading Terms and Conditions, the proceeds of your sale will be paid to you in accordance with your standing instructions on the settlement date, unless otherwise agreed.

If this market transaction was executed on a 'Conditional Trading' basis, and the conditions for the conditional market have not been fulfilled, ASX Limited may cancel this contract without any liability.

Your order may have been executed by way of multiple market transactions across multiple execution venues in accordance with our Best Execution Statement. This Trade Confirmation will provide details of up to 12 individual market transactions and/or the volume weighted average price for the relevant market transactions. If you require further information in relation to the trades contained within this Trade Confirmation please contact CommSec's Customer Contact Centre on 13 15 19.

If you request a Trade Confirmation Contract Note to be sent to you by post, a \$1.95 fee will be charged in addition to brokerage.



Address - Locked Bag 22 Australia Square NSW 1215
 Telephone - 13 15 19
 Email - shares@commsec.com.au
 Internet - commsec.com.au

TAX INVOICE

BUY

**ORIGINAL
 TRADE CONFIRMATION**

Trading, Clearing and Settlement of this transaction is undertaken by
 Commonwealth Securities Limited.

Please retain for taxation purposes

**LOTIA SUPER PTY LTD <LOTIA SUPER A/C>
 UNIT 4 34 PATRICK AVE
 CROYDON NORTH VIC 3136**

WE HAVE BOUGHT THE FOLLOWING SECURITIES FOR YOU

COMPANY: WOODSIDE ENERGY GROUP LTD

SECURITY: ORDINARY FULLY PAID

WDS

DATE: 10/01/2023
 AS AT DATE: 10/01/2023
 CONFIRMATION NO: 139949739
 ORDER NO: N174328247
 ACCOUNT NO: 2969341
 TOTAL UNITS: 142
 CONSIDERATION (AUD): \$4,970.00
BROKERAGE & COSTS INCL GST: \$19.95
 (may include printed confirmation postal fee)
APPLICATION MONEY: \$0.00
TOTAL COST: \$4,989.95
TOTAL GST: \$1.81
SETTLEMENT DATE: 12/01/2023

UNITS AT PRICE	
142	35.000000
AVERAGE PRICE: 35.000000	

**HIN 79849481
 ORDER COMPLETED**

CONTRACT COMMENTS:

55217061 0487703077

105

**PAYMENT METHOD - DIRECT DEBIT OF CLEARED
 FUNDS FROM NOMINATED BANK A/C ON
 SETTLEMENT DATE.**

Commonwealth Securities Limited ABN 60 067 254 399, AFSL 238814 (CommSec) is a wholly owned but non-guaranteed subsidiary of the Commonwealth Bank of Australia ABN 48 123 123 124, AFSL 234945 and a market participant of ASX Limited and Cboe Australia Pty Limited (formerly Chi-X Australia Pty Limited), a clearing participant of ASX Clear Pty Limited and a settlement participant of ASX Settlement Pty Limited.

This Trade Confirmation issued is subject to:

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- b. Directions, decisions and requirements of ASX Limited ("ASX") and Cboe Australia Limited (Cboe) including ASIC Market Integrity Rules (Securities Markets) 2017, ASX Operating Rules, ASX Settlement Operating Rules, ASX Clear Operating Rules and Cboe Operating Rules;
- c. the customs and usages of ASX Limited and Cboe Australia Limited; and
- d. the correction of any errors and/or omissions.

Subject to CommSec's Trading Terms and Conditions, the proceeds of your sale will be paid to you in accordance with your standing instructions on the settlement date, unless otherwise agreed.

If this market transaction was executed on a 'Conditional Trading' basis, and the conditions for the conditional market have not been fulfilled, ASX Limited may cancel this contract without any liability.

Your order may have been executed by way of multiple market transactions across multiple execution venues in accordance with our Best Execution Statement. This Trade Confirmation will provide details of up to 12 individual market transactions and/or the volume weighted average price for the relevant market transactions. If you require further information in relation to the trades contained within this Trade Confirmation please contact CommSec's Customer Contact Centre on 13 15 19.

If you request a Trade Confirmation Contract Note to be sent to you by post, a \$1.95 fee will be charged in addition to brokerage.



Address - Locked Bag 22 Australia Square NSW 1215
 Telephone - 13 15 19
 Email - shares@commsec.com.au
 Internet - commsec.com.au

TAX INVOICE

SELL
ORIGINAL
TRADE CONFIRMATION

Please retain for taxation purposes

Trading, Clearing and Settlement of this transaction is undertaken by Commonwealth Securities Limited.

LOTIA SUPER PTY LTD <LOTIA SUPER A/C>
UNIT 4 34 PATRICK AVE
CROYDON NORTH VIC 3136

WE HAVE SOLD THE FOLLOWING SECURITIES FOR YOU

COMPANY AUSTRALIAN CLINICAL LABS LIMITED
SECURITY ORDINARY FULLY PAID

ACL

DATE: 21/10/2022
AS AT DATE: 21/10/2022
CONFIRMATION NO: 137996507
ORDER NO: N171791523
ACCOUNT NO: 2969341
TOTAL UNITS: 1,000
CONSIDERATION (AUD): \$3,400.00
BROKERAGE & COSTS INCL GST: \$19.95
 (may include printed confirmation postal fee)
APPLICATION MONEY: \$0.00
NET PROCEEDS: \$3,380.05
TOTAL GST: \$1.81
SETTLEMENT DATE: 25/10/2022

UNITS AT PRICE	
1,000	3.400000
AVERAGE PRICE:	3.400000

HIN 79849481

ORDER COMPLETED

CONTRACT COMMENTS:

55217061 0487703077

105

PAYMENT METHOD - DIRECT CREDIT TO NOMINATED SETTLEMENT A/C ON SETTLEMENT DAY. FUNDS AVAILABLE FOLLOWING DAY.

Commonwealth Securities Limited ABN 60 067 254 399, AFSL 238814 (CommSec) is a wholly owned but non-guaranteed subsidiary of the Commonwealth Bank of Australia ABN 48 123 123 124, AFSL 234945 and a market participant of ASX Limited and Cboe Australia Pty Limited (formerly Chi-X Australia Pty Limited), a clearing participant of ASX Clear Pty Limited and a settlement participant of ASX Settlement Pty Limited.

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UNIT 4 34 PATRICK AVE
CROYDON NORTH VIC 3136

WE HAVE SOLD THE FOLLOWING SECURITIES FOR YOU

COMPANY CSL LIMITED
SECURITY ORDINARY FULLY PAID

CSL

DATE: 17/10/2022
AS AT DATE: 17/10/2022
CONFIRMATION NO: 137859838
ORDER NO: N171604591
ACCOUNT NO: 2969341
TOTAL UNITS: 152
CONSIDERATION (AUD): \$42,210.33
BROKERAGE & COSTS INCL GST: \$50.66
 (may include printed confirmation postal fee)
APPLICATION MONEY: \$0.00
NET PROCEEDS: \$42,159.67
TOTAL GST: \$4.61
SETTLEMENT DATE: 19/10/2022

		UNITS AT PRICE	
	5		277.730000
	67		277.710000
	31		277.700000
	9		277.690000
	40		277.680000
AVERAGE PRICE:			277.699539

PAYMENT METHOD - DIRECT CREDIT TO NOMINATED SETTLEMENT A/C ON SETTLEMENT DAY. FUNDS AVAILABLE FOLLOWING DAY.

HIN 79849481
ORDER COMPLETED

CONTRACT COMMENTS:

55217061 0487703077

105

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UNIT 4 34 PATRICK AVE
CROYDON NORTH VIC 3136

WE HAVE SOLD THE FOLLOWING SECURITIES FOR YOU

COMPANY AUSTRALIAN GOVERNMENT TREASURY INDEXED BONDS
SECURITY TREAS INDEXED BOND CPI+3.00% 20-09-25 QLY

GSIQ25

DATE: 21/10/2022
 AS AT DATE: 21/10/2022
 CONFIRMATION NO: 137998636
 ORDER NO: N171791457
 ACCOUNT NO: 2969341
 TOTAL UNITS: 100
 CONSIDERATION (AUD): \$14,300.00
BROKERAGE & COSTS INCL GST: \$29.95
 (may include printed confirmation postal fee)
APPLICATION MONEY: \$0.00
NET PROCEEDS: \$14,270.05
TOTAL GST: \$2.72
SETTLEMENT DATE: 25/10/2022

UNITS AT PRICE	
100	143.000000
AVERAGE PRICE:	143.000000

PAYMENT METHOD - DIRECT CREDIT TO NOMINATED SETTLEMENT A/C ON SETTLEMENT DAY. FUNDS AVAILABLE FOLLOWING DAY.

HIN 79849481
ORDER COMPLETED
CROSSED TRADE

CONTRACT COMMENTS:

55217061 0487703077

105

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Financial Year Summary

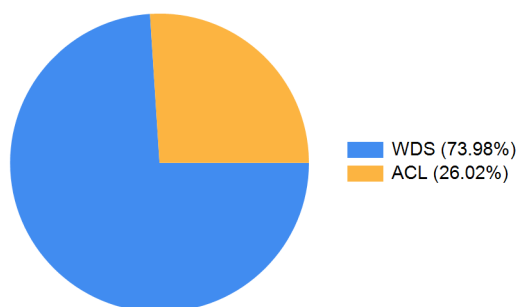
1 JULY 2022 - 30 JUNE 2023



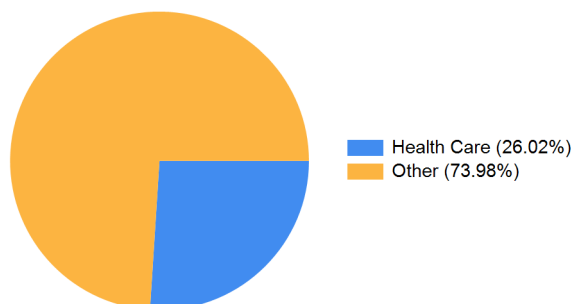
Portfolio Valuation	Account Number	Account Name	Value as at 30 June 2023
Shares	2969341	LOTIA SUPER PTY LTD <LOTIA SUPER A/C>	\$6,610.48
CDIA	31509092	LOTIA SUPER PTY LTD ITF LOTIA SUPER	\$9,050.80
TOTAL PORTFOLIO VALUE			\$15,661.28

Allocation as at 30 June 2023

Shares in your portfolio



Sectors in your portfolio



Estimated Interest & Dividends 2022-2023 Financial Year

Est. Franked Dividends	\$1,132.64
Est. Unfranked Dividends	\$240.54
Est. Franking Credits	\$485.42
Est. Interest Received from Interest Rate Securities	\$99.53
Interest Received from Cash Account(s)	\$79.19
TOTAL INCOME	\$1,551.90

Fees & Charges 2022-2023 Financial Year

Total Brokerage (inc. GST)	\$140.46
Total Subscriptions (inc. GST)	\$0.00
Other Fees (inc. GST)	\$0.00
TOTAL FEES & CHARGES	\$140.46

Financial Year Summary

1 JULY 2022 - 30 JUNE 2023



This statement only provides information for CDIA accounts that have been designated as the settlement account for your Commonwealth Securities Limited Share Trading account as at 30 June. Please refer to NetBank for interest income from all other CBA accounts.

The interest shown is net of any non-resident or TFN withholding tax (if applicable). Please refer to Netbank for bank fees paid on your designated CDIA settlement account in the financial year.

The total brokerage outlined does not include any rebates you may have received over the financial year. Refer to your transaction statement records for this information.

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Portfolio Valuation

30 JUNE 2023



SHARES - 2969341 - HIN 79849481

LOTIA SUPER PTY LTD <LOTIA SUPER A/C>

Portfolio	Units	Unit Price	Portfolio Value	% of Portfolio
ACL - AU CLINICAL LABS FPO (ORDINARY FULLY PAID)	500	\$3.4400	\$1,720.00	10.98%
WDS - WOODSIDE ENERGY FPO (ORDINARY FULLY PAID)	142	\$34.4400	\$4,890.48	31.23%
		Sub Total	\$6,610.48	42.21%

Cash Accounts	Portfolio Value	% of Portfolio	
CDIA - 06269231509092	\$9,050.80	57.79%	
	TOTAL	\$15,661.28	100.00%

Portfolio Valuation

30 JUNE 2023



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Transaction Summary

1 JULY 2022 - 30 JUNE 2023



LOTIA SUPER PTY LTD <LOTIA SUPER A/C>

SHARES - 2969341 - HIN 79849481

Total Buys and Sells	2022 - 2023 Financial Year
Total Buys (inc. Brokerage + GST)	\$4,989.95
Total Sells (inc. Brokerage + GST)	\$67,467.32

ACL - AU CLINICAL LABS FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
21-Oct-2022	Sell	-1,000	\$3.4000	-\$3,400.00	\$19.95	\$1.81	137996507	-\$3,380.05
				Sub Total	\$19.95	\$1.81		-\$3,380.05

CSL - CSL LIMITED FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
17-Oct-2022	Sell	-152	\$277.6995	-\$42,210.33	\$50.66	\$4.61	137859838	-\$42,159.67
				Sub Total	\$50.66	\$4.61		-\$42,159.67

GSIQ25 - AUSGOV TRES.IND BOND IJM3WU (TREAS INDEXED BOND CPI+3.00% 20-09-25 QLY)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
21-Oct-2022	Sell	-100	\$143.0000	-\$14,300.00	\$29.95	\$2.72	137998636	-\$14,270.05
				Sub Total	\$29.95	\$2.72		-\$14,270.05

SHL - SONIC HEALTHCARE FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
18-Oct-2022	Sell	-250	\$30.7100	-\$7,677.50	\$19.95	\$1.81	137891187	-\$7,657.55
				Sub Total	\$19.95	\$1.81		-\$7,657.55

WDS - WOODSIDE ENERGY FPO (ORDINARY FULLY PAID)

Date	Type	Quantity	Unit Price	Trade Value	Brokerage+GST	GST	CNote	Total Value
10-Jan-2023	Buy	142	\$35.0000	\$4,970.00	\$19.95	\$1.81	139949739	\$4,989.95
				Sub Total	\$19.95	\$1.81		\$4,989.95

Transaction Summary

1 JULY 2022 - 30 JUNE 2023



The transaction summary is only able to display information available to Commonwealth Securities Limited. Certain transactions may not be displayed, including but not limited to transactions made off market such as Initial Public Offerings (IPOs) and Delivery vs Payment Settlements (DvP). Transactions regarding corporate actions or stock transfers are not included and can be found on your statements as issued by the company or the share registry. Transactions for Issuer Sponsored holdings placed outside of this account are not included in this summary. Links to some of the key share registries can be found below:

Computershare (<http://www.computershare.com/au/Pages/default.aspx>)
Link Market Services (<https://investorcentre.linkmarketservices.com.au/Login.aspx/Login>)
Boardroom Limited (<https://boardroomlimited.com.au>)
Security Transfer Registrars (<https://www.securitytransfer.com.au>)
Advanced Share Registry Services (<http://www.advancedshare.com.au/Home.aspx>)

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Interest & Estimated Dividend Summary



1 JULY 2022 - 30 JUNE 2023

SHARES - 2969341 - HIN 79849481

LOTIA SUPER PTY LTD <LOTIA SUPER A/C>

ESTIMATED DIVIDEND SUMMARY

ACL - AU CLINICAL LABS FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
27-Mar-2023	26-Apr-2023	Interim	\$0.0700	500	\$0.00	\$35.00	\$35.00	\$15.00
23-Aug-2022	15-Sep-2022	Final	\$0.4100	1,500	\$0.00	\$615.00	\$615.00	\$263.57
Sub Total					\$0.00	\$650.00	\$650.00	\$278.57

CSL - CSL LIMITED FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
06-Sep-2022	05-Oct-2022	Final	\$1.7583	152	\$240.54	\$26.72	\$267.26	\$11.45
Sub Total					\$240.54	\$26.72	\$267.26	\$11.45

SHL - SONIC HEALTHCARE FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
06-Sep-2022	21-Sep-2022	Final	\$0.6000	250	\$0.00	\$150.00	\$150.00	\$64.29
Sub Total					\$0.00	\$150.00	\$150.00	\$64.29

WDS - WOODSIDE ENERGY FPO (ORDINARY FULLY PAID)

Ex-div date	Payment Date	Type	Dividend per share	Units	Est. Unfranked Amount	Est. Franked Amount	Est. Total Dividend	Est. Franking Credit
08-Mar-2023	05-Apr-2023	Final	\$2.1544	142	\$0.00	\$305.92	\$305.92	\$131.11
Sub Total					\$0.00	\$305.92	\$305.92	\$131.11
TOTAL					\$240.54	\$1,132.64	\$1,373.18	\$485.42

ESTIMATED INTEREST RECEIVED

GSIQ25 - AUSGOV TRES.IND BOND IJM3WU (TREAS INDEXED BOND CPI+3.00% 20-09-25 QLY)

Record Date	Payment Date	Payment Frequency	Units	Face Value	Interest Rate	Est. Interest
09-Sep-2022	20-Sep-2022	Quarterly	100	\$132.71	0.75000%	\$99.53
Sub Total						\$99.53
TOTAL						\$99.53

INTEREST INCOME SUMMARY

Account	Interest	
CDIA - 31509092	\$79.19	
TOTAL		\$79.19

Interest & Estimated Dividend Summary



1 JULY 2022 - 30 JUNE 2023

This statement only provides information for CDIA accounts that have been designated as the settlement account for your Commonwealth Securities Limited Share Trading account as at 30 June. Please refer to NetBank for interest income from all other CBA accounts.

The interest shown is net of any non-resident or TFN withholding tax (if applicable). Please refer to Netbank for bank fees paid on your designated CDIA settlement account in the financial year.

(1) This is an estimate prepared by Commonwealth Securities Limited based upon units that you hold in accordance with our records and may not distinguish between cash dividends or dividends reinvested through any particular company's dividend reinvestment plan. Your actual entitlement will be determined by information recorded in the company's share registry at the relevant record dates. Amounts that may have been withheld for failing to provide your tax file number to your share registries are not disclosed on this report.

Dividends are estimated by CommSec based on the total registered Units held on the Record Date of the dividend. The following fields are estimated in accordance with the calculations outlined below:

- (a) Units = Total registered units of security held on the Record Date of the dividend
- (b) Est. Unfranked Amount = Units X Dividend per security X Unfranked %
- (c) Est. Franked Amount = Units X Dividend per security X Franked %
- (d) Est. Franking Credit = (Est. Franked Amount X company tax rate)/(100 - company tax rate)
- (e) Est. Total Dividend = Units x Dividend per security

(2) In order to be eligible to claim the benefit of a franking credit, you must be a 'qualified person'. You will be a qualified person if you satisfy:

One of the specific concessions in the legislation (for example, you are an individual whose total franking credit entitlement for the income year does not exceed \$5,000); and/or
The 45-day rule

The 45-day rule requires that if you are an Australian tax resident shareholder, you must have held the security 'at risk' for at least 45 consecutive days, not including date of purchase and date of sale. Where the 45 day holding requirement has not been satisfied, the 45-day rule may apply to deny the franking credits attached to the dividend received in respect of the particular security. The 45-day rule is complex. You should obtain your own taxation advice to understand how these provisions apply to you.

Please refer to the statements provided by the Share Registry for tax return purposes. These may include details of any foreign tax credits you may be entitled to and breakdown of any trust distribution you may have received.

For details of the components of your ASX listed trust distributions you will need to refer to the Annual Tax Statement issued by the trust manager.

(3) Interest payments are estimated by Commonwealth Securities Limited based on the total registered Units of security held on the Record Date of the interest payment. The following fields are estimated in accordance with the calculations outlined below:

- (a) Units = Total registered units of security held on the Record Date of the interest payment
- (b) Face value = issue price or principal of the interest rate security
- (c) Est. Interest = Interest rate for the period X Face value X Units

The total brokerage outlined does not include any rebates you may have received over the financial year. Refer to your transaction statement records for this information.

This report only includes an estimate of dividends paid for holdings held with Commonwealth Securities Limited as at the ex-dividend date. For instance, any dividends paid prior to holdings being transferred to Commonwealth Securities Limited are not included.

This statement is an estimated summary document only and it is not intended to replace any document which contains information that may be required for taxation purposes. You should therefore refer to your CHESSE statements, dividend statements, confirmation contract notes and other investment or bank account statements for your records in this regard. This statement may not include information on accounts which have been closed, switched product type, transferred Holder Identification Number (HIN), or switched Participant Identification Number (PID) during the financial year.

This statement is issued by Commonwealth Securities Limited ABN 60 067 254 399 AFSL 238814 (CommSec), a wholly owned but non-guaranteed subsidiary of the Commonwealth Bank of Australia ABN 48 123 123 124 AFSL 234945. CommSec is a Market Participant of ASX Limited and Cboe Australia Pty Limited, a Clearing Participant of ASX Clear Pty Limited and a Settlement Participant of ASX Settlement Pty Limited. Information contained in this statement is believed to be accurate at the time the statement is generated. CBA and its subsidiaries do not accept any liability for any errors or omissions contained in this statement, or any responsibility for any action taken in reliance on this statement. This document contains general information only and does not take into account your individual objectives, financial and taxation situations or needs. Before acting on the information, consider the appropriateness of your own objectives, needs, financial and taxation situation and, if necessary, seek appropriate independent financial and taxation advice. CBA is not a registered tax (financial) adviser under the Tax Agent Services Act 2009. If there are any errors in this statement, please contact us.

Address: Commonwealth Securities Limited, Locked Bag 22, Australia Square NSW 1215 | Phone: 13 15 19 | Website: www.commsec.com.au

If you are not satisfied with the service or advice you receive from us, you are entitled to complain. We have established procedures to ensure that all enquiries and complaints are properly dealt with. Please refer to our Financial Services Guide for more information. If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority. AFCA provides fair and independent financial services complaint resolution that is free to consumers. Website: www.afca.org.au, Telephone: 1800 931 678 (free call), Email: info@afca.org.au, In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001.

Interest & Estimated Dividend Summary



1 JULY 2022 - 30 JUNE 2023

GLOSSARY

Units	The number of registered securities that you own.
Unit Price	The Portfolio Valuation 'Unit Price' is calculated using a 'Reference' Price provided by the ASX which takes into account an adjustment to determine value at Close of Market if the Security does not trade in the Closing Single Price Auction on the Valuation Date.
Brokerage	The fee or charge that is paid by you when transacting a buy or sell.
Holder Identification Number (HIN)	When you are CHESS sponsored with a Broker you will be issued a unique number, called a HIN. Multiple holdings can be registered under the single HIN. A HIN starts with the letter X and usually followed by 10 numbers, e.g. X0001234567.
Dividend	A dividend is a payment made to shareholders from the company. This payment is a portion of the company's profits. ASX listed companies typically pay dividends twice a year, usually as an 'interim' dividend and a 'final dividend'. From time to time, a company may also pay a 'special' dividend.
Ex-dividend date	The ex-dividend date occurs two business days before the company's Record Date. To be entitled to a dividend a shareholder must have purchased the shares before the ex-dividend date. If you purchase shares on or after that date, the previous owner of the shares (and not you) is entitled to the dividend.
Interim dividend	A dividend paid during the year, usually accompanying a company's interim financial statements.
Final dividend	A dividend paid at the end of a company's financial year, representing a return based on the previous twelve months' financial performance and the future outlook.
Special dividend	A dividend paid by the company outside typical recurring (interim and final) dividend cycle.
Record date	The record date is the date the share registries use in determining who is entitled to a dividend or entitlement associated with a security. Those who held the security in the company and were on the register on the record date are eligible for the entitlement.
Payment date	The date on which a declared dividend is scheduled to be paid.
Unfranked dividend	Dividends which do not carry a franking credit.
Franked dividend	Franked dividends are paid to security holders out of profits on which the company has already paid tax.
Franking /Imputation Credit	A franking credit is your share of tax paid by a company on the profits from which your dividend is paid. They are also known as Imputation Credits.
Total subscription	Total subscription can include, but is not limited to market data and research subscription fees and share trade alerts.
Other fees	Other fees can include, but are not limited to: Off market transfer fees, conditional trading fees, rejection fees, early and late settlement fees, fail fees, SRN query, rebooking fees, cheque payment fee or cheque dishonour fees and the printing and posting of contract notes.
Corporate action (CA)	Any action initiated by the company or corporation, for the purpose of giving an entitlement to shareholders.

2022 Land Tax Assessment Notice



7049444055001000001
LOTIA HOLDINGS PTY LTD
UNIT 4
34 PATRICK AVENUE
CROYDON NORTH VIC 3136

THIS NOTICE IS ISSUED TO YOU IN YOUR CAPACITY AS TRUSTEE FOR:
LOTIA HOLDINGS TRUST

CUSTOMER NUMBER QUOTE IF YOU CONTACT US	107777074
ASSESSMENT NUMBER THIS CHANGES EVERY YEAR	55407966
ISSUE DATE	13 MAY 2022
TOTAL PAYABLE	\$475.75

INTEREST IS CHARGED ON LATE PAYMENTS

TWO WAYS TO PAY

1 IN FULL

PAY BY	23 SEP 2022
--------	--------------------

2 INSTALMENTS

SET UP BY	10 JUN 2022
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Instalments are **ONLY** payable via the online system, **AutoPay**.
AutoPay allows you to set up automated payments using your credit card or transaction account.
Choose from the following options:

FOUR INSTALMENTS (EQUAL AMOUNTS)	MONTHLY INSTALMENTS	FORTNIGHTLY INSTALMENTS
--	------------------------	----------------------------

sro.vic.gov.au/autopay

Go paperless



Scan to register for My Land Tax.
Registration is quick and easy.

sro.vic.gov.au/mylandtaxregister


Paul Broderick
Commissioner of State Revenue


PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®

	Billers Code: 5249 REF: 55407966
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Telephone and internet banking
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.
bpay.com.au

CARD

	Customer No: 107777074 REF: 55407966
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Visa or Mastercard only
Pay via our website or phone 13 21 61.
A card payment fee applies.
sro.vic.gov.au/paylandtax

AUSTRALIA POST

	\$475.75
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Pay in-store
Take this notice to any Australia Post.
State Revenue Office (VIC) payment



*382 400 0055407966 9

Summary of assessment

Assessment number: **55407966**

Period of assessment: **1 January 2022 to 31 December 2022**

Land tax applies to land you owned on **31 December 2021**.

2022 calculation

Total taxable value	\$130,000.00
Tax calculation	\$475.75
2022 tax payable	\$475.75

For land tax rates, visit sro.vic.gov.au/landtaxrate.

Land tax trust calculation

	Taxable Value	Total Tax
Surcharge rate	\$130,000	\$475.75
Ordinary rate	\$0	\$0.00
PPR beneficiary (single holding)	\$0	\$0.00
Total	\$130,000	\$475.75

A surcharge rate on the general land tax applies for the aggregate Victorian land holdings of the trust from \$25,000 through to less than \$3 million.

For information about trusts, go to sro.vic.gov.au/landtaxtrusts.

ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria and councils.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

sro.vic.gov.au/landtax

AMENDING DETAILS

You can update your details online.

Personal:

- address
- contact details

Property:

- claim or remove an exemption
- add or remove land you own

sro.vic.gov.au/mylandtax

YOUR RIGHT TO OBJECT

If you disagree with the valuation of your property, you can lodge an objection online.

sro.vic.gov.au/valueobjection

If you disagree with another aspect of your assessment, you can lodge a written objection within 60 days of receiving your assessment. An objection is a formal avenue of dispute resolution requiring you to explain fully and in detail the grounds of your objection.

sro.vic.gov.au/assessment

OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.

HOW TO CONTACT US AT THE STATE REVENUE OFFICE

sro.vic.gov.au/landtax | Phone **13 21 61** DURING BUSINESS HOURS (AEST)



Statement of lands for period 1 January 2022 to 31 December 2022

Assessment number: 55407966

Level of value date: 1 January 2021

Lands owned as at midnight 31 December 2021 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax. Any adjustment (pro-rata) of the assessed amount is a private arrangement between the buyer and seller.

Item	Address/Municipality	Land ID/References	Single holding tax [†]	Proportional tax ^{††}	Taxable value
1	7 SARGES MEWS, LILYDALE, 3140 YARRA RANGES	046454728 7 S815709	N/A	\$475.75 TS	\$130,000

Total taxable value **\$130,000**

Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must **notify us within 60 days** of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting sro.vic.gov.au/assessment.

Explanation of codes (for details, go to sro.vic.gov.au/codes)

[†]SINGLE HOLDING TAX

This is the amount of tax you would pay on the one property.

^{††}PROPORTIONAL TAX

This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.

TS

Trust Surcharge



SMSF TRUST DEED VARIATION

LOTIA SUPER

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DEED OF VARIATION OF LOTIA SUPER

The date of this Deed is the date upon which the last of the parties executes the Deed.

PARTIES

TRUSTEE: LOTIA SUPER PTY. LTD. - ACN 620 184 312 of
U 4 34 Patrick Ave, CROYDON, VIC 3136

MEMBER: Rizwan M. Lotia of U 4/34 Patrick Avenue, CROYDON NORTH,
VIC 3136

RECITALS

- A. LOTIA SUPER PTY. LTD. - ACN 620 184 312 is the Trustee of Lotia Super (the **Fund**).
- B. Rizwan M. Lotia is the Member of the Fund.
- C. The Fund was established by Deed dated 3 July 2017 (**Current Rules of the Fund**).
- D. Rule **28** of the Current Rules of the Fund allows the Trustee to vary the Governing Rules of the Fund (as the term is defined at Section 10(1) of the *Superannuation Industry Supervision Act 1993 (SISA)*, provided the variation does not reduce a Member's Benefit (as defined in the Current Rules of the Fund).
- E. The purpose of the Fund is to provide Benefits to Members and, in the event of the Member's death, then for the Member's Dependents, and such other purposes as permitted from time to time under the SISA and *Superannuation Industry (Supervision) Regulations 1994 (SISR)*.
- F. The settlement of this Deed, resolved by the Trustee as the new Governing Rules of the Fund (**New Governing Rules**), ensures the purpose of the Fund is consistent with the SISA and SISR.

OPERATIVE PARTS:

1. **Replacement of Governing Rules:** The Current Rules of the Fund are replaced by the New Governing Rules marked as **Annexure One** to this Deed, pursuant to **Rule 28** of the Current Rules of the Fund subject to the following:
 - a. a reference in the New Governing Rules of the Fund to the declaration of trust is to the trust declared in the Deed dated 3 July 2017;
 - b. a reference to the Initial Trustee in the New Governing Rules of the Fund is to the party shown as trustee in the Deed dated 3 July 2017;
 - c. a reference to the settlement of the Fund in the New Governing Rules of the Fund is to the settlement of the Fund as constituted and shown in the Deed dated 3 July 2017;
 - d. a reference to Trustee, as other than the Initial Trustee, in the New Governing Rules of the Fund shall be to the Trustee read in this Deed as acting for the Fund at the date of this Deed, and shall as retired, removed, replaced and/or appointed under the terms of the New Governing Rules of the Fund from and following the date of this Deed;
 - e. any Special Rules adopted prior to this Deed in respect to segregated assets and/or segregated Member Superannuation Interests are restated in the New Governing Rules;

- f. any Special Rules adopted prior to this Deed restricting membership of the Fund and/or the payment of Benefits from the Fund (such as any limitations imposed in respect to Foreign Superannuation Funds and QROPS) are restated in the New Governing Rules;
 - g. any Special Rules adopted prior to this Deed by the Trustee and/or one or more Members of the Fund in respect to membership matters, including, but not limited to Default Superannuation Fund Nominations, Pension Interest Agreements, SMSF Living Wills, SMSF Wills, Binding Death Benefit Nominations, Alternate Decision-Maker Nominations and/or such other Special Rules in respect to the Members' SMSF estate planning are restated in the New Governing Rules;
 - h. any Special Rule adopted prior to this Deed by the Trustee and/or one or more of the Members in respect to any Fund administration matter not otherwise shown in the preceding terms of this Operative Part 1 is restated in the New Governing Rules;
 - i. any amendment which detrimentally affects a Member's Superannuation Interest shall not be incorporated in the New Governing Rules;
 - j. any variation of which would cause the Fund to be subject to resettlement (if determined to be a trust at law) and/or a capital gains tax event shall not be incorporated in the New Governing Rules; and
 - k. if the Fund has a defined benefit pension in existence pre-2004, a loan arrangement pre-1985 or any other Rule that advantages the Members of the Fund, but which would be lost or diminished if a variation were imposed, then the variation which would cause such a loss or diminishment is not to be incorporated in the New Governing Rules.
2. **No Resettlement at Law:** The replacement of the Current Rules of the Fund with the New Governing Rules does not constitute a resettlement of the Fund at law, equity or under any Superannuation Law.
 3. **Consent to Electronic Signatures:** The parties consent to execution of this Deed by electronic signature, and deem the electronic execution (including witness execution by electronic signatures) to be valid, subject to any state or Commonwealth electronic transactions and/or property law statutory provisions restricting such execution by electronic signature.
 4. **Defective Execution:** Should a party's execution of the Deed be defective and/or by electronic signature in a state in which electronic signature is not allowed in the circumstances, then the party and witness (whether the same or a different witness) may re-sign the Deed to correct the defect. Notwithstanding any such remediation of the execution, the effective date of the Deed shall be the date upon which the last of the parties executed the Deed, excluding any later remedial execution under the terms of this Clause.
 5. **Stamping:** The Trustee shall bear the responsibility of doing all things necessary to cause the stamping of this Deed (if required).
 6. **Counter-Parts:** The parties acknowledge and agree that this Deed may be executed in counterparts, and that each taken as a whole constitutes the duly constituted Deed.
 7. **Severability:** The parties acknowledge and agree that should any term of this Deed be determined to be invalid, illegal or unlawful for any reason, such term shall be severed and the balance of this Deed shall be restated.

GROYDON NORTH DISCOUNT DRUG STORE
G. Orantzoglou, G. Vatsios &
L. Lazzarotto (Props.)
Shop 9 & 10, 401 Maroondah Hwy,
Croydon North VIC 3136
Phone 9726 0137 Approval No. 23441R

Dated: 15/08/2017
Rizwan M. Lotia
Member

Dated: 15/08/2017
Witness Name / Signature

N. Lazzarotto
P. Lazzarotto

WITNESS

SIGN HERE

Rizwan M. Lotia of U 4/34 Patrick Avenue, CROYDON NORTH, VIC 3136:

The Member

Dated: 15/08/2017
Rizwan M. Lotia
Sole Director / Secretary

SIGN HERE

LOTIA SUPER PTY. LTD. - ACN 620 184 312 of U 4 34 Patrick Ave, CROYDON, VIC 3136 by
being signed by the persons authorised to sign on behalf of the company pursuant to section
127 of the Corporations Act 2001 (Cth):

The Trustee

EXECUTED AS A DEED.

- 8. **Costs:** The costs of drawing, execution and holding of this Deed are to be met from the assets of the Fund.
- 9. **Ratification:** The parties ratify and continue the Fund on the terms read in this Deed.

ANNEXURE ONE
LOTIA SUPER
GOVERNING RULES

TABLE OF CONTENTS

Part One – The Fund Establishment.....	8
1. Establishment and Interpretation Guidance	8
2. Establishment	11
Part Two – The Trustee.....	11
3. Trusteeship of the Fund	11
4. Trustee as Natural Persons.....	12
5. Corporate Trustee	14
6. Alternate Decision-Maker for Member	15
7. RSE Licensee.....	19
8. Change of Trustee	19
9. Trustee Remuneration	21
10. Trustee Indemnities	21
11. Trustee Responsibilities	22
12. Trustee Powers.....	24
Part Three – The Members	34
13. Membership of the Fund	34
14. Member Meetings and Decision Making	37
15. Membership Termination	38
Part Four – Contributions and Member Superannuation Interests.....	41
16. Accepting Member Contributions, Roll-overs and Transfers	41
17. Creating and Transferring Member Superannuation Interests	42
Part Five – Investments and Investment Strategies	43
18. Creating an Investment Strategy for the Fund and Members.....	43
19. Special Rules regarding State-Based Tax and Duty Exemptions and Concessions	44
Part Six – Reserve Accounts	45
20. Establishing a Reserve Account for the Fund	45
Part Seven - Insurances.....	46
21. Insurances, Annuities and Insurance Strategy (inclusive or exclusive of Annuities)	46
Part Eight –Accounting, Earnings, Allocations and Administration.....	47
22. Trustee to keep Accounts.....	47
23. Fund Earnings	48

24.	Accounting for a Member Accumulation Interest.....	49
25.	Accounting for a Member Pension Interest.....	51
26.	Contributions Splitting	52
27.	Family Law	53
28.	Fund Assets, Contracts and Transactions.....	53
	Part Nine – Payment of Member Superannuation Interests.....	54
29.	Accessing Member Superannuation Interests	54
30.	Special Rules for the payment of a Member’s Superannuation Interests.....	60
31.	Protocol for settling and administering SMSF Wills	62
32.	Protocol for settling and administering a Binding Death Benefit Nomination	66
33.	Protocol for settling and administering a Non-Binding Death Benefit Nomination and lapsed Binding Death Benefit Nomination	67
34.	Protocol for discretionary powers of the Deceased Member’s Alternate Decision-Maker and Trustee on death of Member	70
35.	Protocol for settling and administering an Auto-Reversionary Pension Interest ..	70
36.	Protocol for settling and administering a Conditional Pension Interest	73
37.	Protocol for settling and administering a Pension Interest (other than an Auto-Reversionary Pension Interest or a Conditional Pension Interest).....	74
	Part Ten – Alternate Decision-Making and Estate Planning	75
38.	Lifetime Planning – the Member SMSF Living Will	75
39.	SMSF Estate Plan and SMSF Will	76
	Part Eleven –Taxes.....	78
40.	Taxes and Excess Contributions Tax	78
	Part Twelve – Winding Up	79
41.	Winding up the Fund	79
	Part Thirteen – Amendments and Change of Name	80
42.	Changing the Fund’s Governing Rules	80
43.	Changing the Fund’s Name.....	81
	Part Fourteen – Delivery, Electronic Transactions Authority, Effective Date and Execution	81
44.	Notice	81
45.	Electronic Transactions Authority	82
46.	Effective Date	82
47.	Execution and General.....	82
	Part Fifteen – Definitions and Interpretation	83
48.	Definitions	83
	TABLE OF ANNEXURES.....	102

Part One – The Fund Establishment

1. Establishment and Interpretation Guidance

- 1.1 A reference to the Fund is to **LOTIA SUPER (Fund)**.
- 1.2 The Trustee and Members settle the Fund as an indefinitely continuing complying Self-Managed Superannuation Fund (**SMSF**).
- 1.3 Subject to the law:
- a) the Trustee must at all times be a constitutional Corporation; or
 - b) if the Trustee is not a constitutional Corporation, the sole or primary purpose of the Fund must be the provision of old-age pensions as that term is defined in the *Commonwealth of Australia Constitution Act*.
- 1.4 The Fund is settled as a Self-Managed Superannuation Fund, notwithstanding that the Trustee may resolve to change the nature of the Fund to a small APRA Fund, or such other type of fund permitted under the Superannuation Laws.

The Purpose of the Fund

- 1.5 A SMSF, as the term is read for purposes of this Deed, is defined at sections 10(1), 17A and 17B of the SISA as a legal entity, which includes conditions including:
- (a) the Fund must have fewer than 5 (five) Members, and:
 - (i) if the Trustees of the Fund are Natural Person Trustees, then each Trustee of the Fund is a Member, excepting that a Member may nominate an Alternate Decision-Maker to act in his/her place as a Natural Person Trustee;
 - (ii) if the Trustee of the Fund is a Constitutional Corporation (**Corporate Trustee**), then each Member is a director of the Corporate Trustee, excepting that a Member may nominate an Alternate Decision-Maker to act in his/her place as a director of the Corporate Trustee (*see also Rules 4, 5 and 6*);
 - (iii) no Member of the fund is an employee of another Member, unless the Members concerned are relatives;
 - (b) if the Fund has a single Member, then:
 - (i) the single Member is one of two Natural Person Trustees, with the other Trustee being a Relative of the Member (**Relative**), or the Member is a sole director of a Corporate Trustee, or one of two directors and the other director is a Relative of the Member; or
 - (ii) no Member of the Fund is an employee of the other Member or the other director of the Corporate Trustee; and;
 - (c) no Trustee (including a Corporate Trustee and/or a director of a Corporate Trustee) of the Fund receives any remuneration from the Fund, or from any Person, for any duties or services performed by the Trustee in relation to management of the Fund.
- 1.6 The covenants read at sections 52B and 52C of the SISA are expressly adopted herein as Governing Rules of the Fund.

- 1.7 The Fund is settled and maintained solely for not less than one of the following core purposes, as read at section 62(1)(a) of the SISA:
- (a) the provision of benefits for each Member on or after whichever of the following is the earlier:
 - (i) the Member's Retirement from any business, trade, profession, vocation, calling, occupation, or employment in which the Member was engaged (**Retirement**); or
 - (ii) the Member's attainment of an age not less than the age prescribed for the purposes of Retirement (see SISR 6.01(7));
 - (b) the provision of benefits in respect of each Member on or after the Member's death, if:
 - (i) the death occurred before the Member's Retirement or the Member attaining **Preservation Age**; and
 - (ii) the benefits are provided to an **Eligible Pension Beneficiary** or Eligible Lump Sum Beneficiary and/or one or more of them.
- 1.8 The Fund is also settled and maintained for not less than one of the following ancillary purposes, as read at section 62(1)(b) of the SISA:
- (a) the provision of benefits for each Member on or after the termination of the Member's employment with an employer who had, or any of whose Associates had, at any time, contributed to the Fund in relation to the Member;
 - (b) the provision of benefits for each Member on or after the Member's cessation of work, Retirement, Temporary Incapacity, Permanent Incapacity and/or a Terminal Medical Condition;
 - (c) the provision of benefits in respect of each Member on or after the Member's death if:
 - (i) the death occurred after the Member's Retirement (whether the Member's Retirement occurred before, or occurred after, the Member joined the Fund) or after the Member attained Preservation Age (or such other age prescribed by Superannuation Laws in respect to an ancillary purpose); and
 - (ii) the benefits are provided to the Legal Personal Representative of the Member's Legal Estate, to any or all of the Member's Dependents, or to both; and
 - (d) the provision of such other benefits as the Regulator approves in writing.
- 1.9 The Fund Assets are held on trust, in accordance with the Governing Rules (including any Special Rules in respect thereto).

Overview of the Governing Rules and Special Rules

- 1.10 This Deed is to be read as the Governing Rules of the Fund (**Governing Rules**), and the Trustee may from time to time add, vary, amend, modify and/or replace the Governing Rules.
- 1.11 Special Rules of the Fund (each a **Special Rule**) (*for example, a Binding Death Benefit Nomination of a Member*) are unique arrangements resolved by the Trustee and/or Members, which are not capable of being amended or varied

except on the terms of the Special Rules. Special Rules are deemed in all later Governing Rules of the Fund to be incorporated, notwithstanding later deeds or amendments of the Governing Rules may refer to a replacement of the Governing Rules in whole. This Rule 1.11 is deemed incorporated in all later deeds or amendments of the Governing Rules.

Primacy of Superannuation Laws, Special Rules and Governing Rules

1.12 The Governing Rules, Special Rules and the Superannuation Laws are to apply as to primacy as below shown:

- (a) where the Governing Rules or Special Rules prescribe terms which are prohibited (as opposed to allowed) by the Superannuation Laws, then the Superannuation Laws shall take primacy over the Governing Rules or Special Rules. To the extent reasonable in the circumstances, the Trustee may notwithstanding, apply such of the terms of the prohibited Governing Rules or Special Rules as can be applied in an alternate manner which is not prohibited;

For example, if the Governing Rules allow Members to make Contributions at 80 years of age, but the Superannuation Laws limit the making of Contributions to 75 years of age – then the Superannuation Laws prevail and Members are prohibited from making Contributions beyond 75 years of age.

- (b) where the Governing Rules or Special Rules prescribe more restrictive terms than those provided in the Superannuation Laws, then the Governing Rules or Special Rules take primacy over the Superannuation Laws;

For example, the Trustee and Members resolve that membership is limited to the bloodline members of John Smith's family. The Superannuation Laws allow membership in a SMSF to be inclusive, notwithstanding bloodline relationship of Members. In this case, the Governing Rules take primacy over the Superannuation Laws.

- (c) where the Governing Rules or Special Rules do not prohibit a thing, matter, resolution or allowance which is permitted by the Superannuation Laws, then the Governing Rules and Special Rules shall be read as allowing the thing, matter, resolution or allowance;

For example, if the Governing Rules or Special Rules do not prohibit the Trustee from buying widgets, and the Superannuation Laws expressly allow the Trustee to buy widgets – then, notwithstanding the Rules do not specifically authorise the Trustee to buy widgets, the Trustee is allowed to do so.

- (d) the primacy read in this Rule 1.12 applies to any amendments to the Superannuation Laws made after the date of the Governing Rules or Special Rules; and

- (e) for clarity, a reference to Governing Rules includes any resolutions of the Trustee or Members made in accordance with the terms of this Deed, or any variations or amendments of the Governing Rules.

1.13 Nothing in the Governing Rules shall be read as allowing, ratifying or endorsing a transaction, undertaking, agreement or arrangement by the Trustee which has the effect of causing the Fund to be a Non-Complying SMSF, or giving rise to a breach of the Superannuation Laws. To the extent that a term of the Governing Rules may authorise conduct which breaches the Superannuation Laws, the term is to be read as void.

2. Establishment

- 2.1 Upon settlement of the Fund and the Initial Trustee accepting to act as Trustee of the Fund, the Trustee shall do all things necessary to ensure that the Fund becomes a Regulated Superannuation Fund under the Superannuation Laws, including, but not limited to:
- (a) appointing Professionals and SMSF Advisers;
 - (b) appointing an Auditor;
 - (c) registering with the Regulator as a SMSF;
 - (d) applying for a tax file number and an Australian business number;
 - (e) completing any mandatory Trustee training or education required by the Superannuation Laws and/or the Regulator;
 - (f) opening a bank account, cash management account or similar account to enable the Trustee to receive contributions, dividends, income and other monies on behalf of the Fund and to make payments from the Fund for benefits and Fund expenses;
 - (g) accepting and dealing with the Members;
 - (h) communicating with the Members with respect to Roll-overs and Member Contributions;
 - (i) receiving Member Roll-overs and Member Contributions by any manner allowed under the Superannuation Laws; and
 - (j) doing such further and additional things as may be required from time to time to establish and operate validly as a Complying SMSF under the Superannuation Laws.

Part Two – The Trustee

3. Trusteeship of the Fund

- 3.1 There shall be, at all times, a Trustee of the Fund.
- 3.2 **Interpretation as to Trustee:**
- (a) a reference in **Part Two** of this Deed to Trustee is to a trusteeship held by Natural Persons;
 - (b) a reference in **Part Two** of this Deed to a Corporate Trustee is to a trusteeship by a Constitutional Corporation in accordance with the *Corporations Act 2001 (Cth)*;
 - (c) a reference to Trustee in the remainder of the Governing Rules (other than a Rule of **Part Two**) is to the Trustee of the Fund as constituted and includes, but is not limited to, one or more Natural Persons (if less than two Natural Persons, then only in circumstances permitted by the Superannuation Laws), a Corporate Trustee, or such other Person or Persons (including an RSE Licensee) as the Superannuation Laws allow; and
 - (d) if a term of the Governing Rules refers to a decision of the Trustee (other than a Rule of **Part Two**), then the decision-making of the relevant Trustee as constituted, whether being Natural Persons or the Directors of a

Corporate Trustee, shall be determined in accordance with the terms of this **Part Two**.

- 3.3 The **Initial Trustee** (as constituted, being Natural Persons, a Corporate Trustee or any other Person or Persons permitted to act in such capacity in accordance with the Superannuation Laws) accepts to act in accordance with these Governing Rules and the Superannuation Laws (including but not limited to section 17A of the SISA).
- 3.4 The Initial Trustee, and each further appointed Trustee(s) of the Fund, shall in the undertaking of its duties in respect to the Fund:
- (a) hold the Fund (including all Earnings, profits, accumulations, and Contributions) on trust for the Members of the Fund in accordance with the Governing Rules;
 - (b) comply with the Superannuation Laws, and ensure the Fund maintains a Complying SMSF status as the term is interpreted in accordance with section 42A of the SISA;
 - (c) do all things necessary to ensure the Fund qualifies for Concessional Tax Treatment, and such other benefits or concessions as shall apply to a Complying SMSF;
 - (d) refrain from undertaking any transaction which would give rise to a penalty or obligation of the Fund which would not otherwise exist, but for a breach of the Superannuation Laws by the Trustee; and
 - (e) adhere to its obligations generally in respect to maintenance of the Fund Assets and Membership of the Fund.
- 3.5 In reading the preceding terms of Rule 3, where a Natural Person acting as Trustee, or as Director of a Corporate Trustee, is referred to, such Natural Person must:
- (a) not be a Disqualified Person;
 - (b) be a Member, or satisfy a criteria of section 17A of the SISA; and
 - (c) comply with the Superannuation Laws in respect to his/her appointment, conduct and retirement, including doing all things necessary to be vested or divested (as the case may be) in the Fund promptly, and having regard to the interests of the Members of the Fund.

4. Trustee as Natural Persons

- 4.1 This Rule 4 prescribes the terms for the conduct of the Trustee, where the Trustee is constituted by one or more Natural Persons.
- 4.2 Each Trustee must conduct himself/herself in a respectful manner, and communicate on terms reasonable to conduct the administration of the Fund in accordance with the Superannuation Laws.
- 4.3 **Members as Trustee**
- (a) If the Trustee consists of Natural Persons, then each Member must be a Trustee of the Fund, except as otherwise prescribed in Rules 4.3(b), 4.3(c) and 4.3(d).
 - (b) A Member may appoint an Alternate Decision-Maker to act in his/her place as Trustee as follows:

- (i) if the Member wishes an Alternate Decision-Maker to act in his/her place for a reason unrelated to Mental Incapacity or death – refer to Rule 6.2; and/or
 - (ii) if the Member wishes an Alternate Decision-Maker to act in his/her place in the event of his/her Mental Incapacity or death – refer to Rule 6.3.
- (c) If the Member does not nominate an Alternate Decision-Maker to act, and the Member becomes Mentally Incapacitated or dies, then the Default Decision-Maker Rules apply – refer to Rule 6.4.
 - (d) If a Member becomes a Disqualified Person, then the Member must retire as Trustee immediately. If the Member fails or refuses to retire, then the Trustee (other than the Disqualified Person) can resolve by Trustee Ordinary Resolution (excluding the votes which the Disqualified Person would have been able to cast) to remove the Disqualified Person as Trustee.
 - (e) The Trustee (other than the Disqualified Person) has, for the purposes of Rule 4.3(d), Limited Power of Attorney to execute all legal documents, transfers and instruments necessary to divest the Disqualified Person of authority in relation to his/her position as Trustee.
 - (f) Rules 4.3(d) and 4.3(e) shall be read to apply to an Alternate Decision-Maker acting on behalf of a Member as Trustee.

4.4 **Trustee Meetings and Decision-Making**

- (a) Any Trustee (**Calling Trustee**) may call a Trustee Meeting, by giving written notice to the other Trustees of not less than 5 (five) business days of the proposed Trustee Meeting identifying the date, time and location. The notice shall also contain details of the methods of telephone, video conferencing or such other mechanism for allowing each and every Trustee to hear and participate in the Trustee Meeting (should a Trustee be unable to attend personally). The notice may be by email (including attachments), facsimile, telephone text, personal service, or by posting to the other Natural Person Trustees.
- (b) The Calling Trustee may offer a written resolution (including but not limited to a resolution communicated by electronic means, and executable by an electronic signature of the Trustee(s)) for execution by the Trustees, which may be in addition, or in the alternative, to holding the proposed Trustee Meeting. The written resolution shall be determined on its terms, in accordance with the Decision-Making terms of this Rule 4.
- (c) A quorum of the Trustee Meeting is met when the Trustees representing not less than 51% (fifty-one percent) of the Total Superannuation Interests in the Fund (excluding Reserve Account Balances) are in attendance (whether in person, by telephone, by video conferencing, or such other mechanism by which the Trustees may participate), and may be a single Trustee (provided that Trustee represents not less than 51% (fifty-one percent) of the Total Superannuation Interests in the Fund).
- (d) A Trustee Meeting shall be called when any significant event, transaction, acquisition, disposal, or other event directly related to the Fund is proposed. These matters include, but are not limited to, those that relate to an Asset of the Fund, Superannuation Interest, Investment Strategy, Reserve Account, Superannuation Benefit, Member or where otherwise required under the Superannuation Laws.

- (e) For voting purposes, each Natural Person Trustee (including one or more Persons acting collectively as an Alternate Decision-Maker) holds the number of votes equal to the proportionate value of the Superannuation Interests represented by such Trustee in the Total Superannuation Interests held in the Fund (**Proportionate Voting Rule**).
- (f) Notwithstanding the Proportionate Voting Rule, the Trustee may adopt an alternate method of voting arrangements for some or all of the Trustee Meetings, by a resolution in favour supported by Trustee Special Resolution.
- (g) If there is only one Natural Person Trustee, the resolution of the Trustee shall be made solely by such Natural Person.

Warning: If there is only one Natural Person acting as Trustee, ensure that section 17A of the SISA is not breached. For example, Bob and Jane are members of a Fund, Bob nominates Jane as his Alternate Decision-Maker. Bob becomes Mentally Incapacitated, in which case Jane would be the sole Natural Person Trustee – and such appointment does not breach section 17A of the SISA. However, if Jane ceased to be a Member, and Bob was the only Member – then Bob could not act as a sole Natural Person Trustee, without violating section 17A of the SISA. In such circumstances, Bob should establish a Corporate Trustee to succeed Bob and Jane as Natural Person Trustees.

- (h) A resolution at a Trustee Meeting shall be passed where not less than 51% (fifty-one percent) of the votes available at the Trustee Meeting are cast in favour of the resolution. The resolution shall be signed by any one or more of the Trustees and/or the Chairman, to reflect the passing of the resolution, and may include execution by electronic signatures of the party(ies).
- (i) The Trustees are to record and maintain all resolutions of the Trustee for such period as required by the Superannuation Laws.
- (j) For clarity, if an Alternate Decision-Maker (including one or more Persons acting collectively as an Alternate Decision-Maker) is also a Member of a Fund in their individual right, then such Person shall have the right to vote representatively, and individually.

5. Corporate Trustee

- 5.1 This Rule 5 prescribes the terms for the conduct of the Trustee, where the Trustee is a company (**Corporate Trustee**).

Note: A company acting as a Corporate Trustee must be a Constitutional Corporation.

- 5.2 Each Director of the Corporate Trustee must conduct himself/herself in a respectful manner, and communicate on terms reasonable to conduct the administration of the Fund in accordance with the Superannuation Laws.

- 5.3 The Corporate Trustee shall be administered in accordance the terms of its governance documents, subject to the Superannuation Laws and the Governing Rules of the Fund, subject to Rule 5 generally.

5.4 Members as Directors of Corporate Trustee

- (a) Each Member must be a Director of the Corporate Trustee of the Fund, except as otherwise prescribed in the terms of Rules 5.4(b), 5.4(c) and 5.4(d).
- (b) A Member may appoint an Alternate Decision-Maker to act in his/her place as Director of the Corporate Trustee as follows:

- (i) if the Member wishes an Alternate Decision-Maker to act in his/her place for a reason unrelated to Mental Incapacity or death – refer to Rule 6.2; and/or
 - (ii) if the Member wishes an Alternate Decision-Maker to act in his/her place in the event of his/her Mental Incapacity or death – refer to Rule 6.3.
- (c) If the Member does not nominate an Alternate Decision-Maker to act, and the Member becomes Mentally Incapacitated or dies, then the Default Decision-Maker Rules apply – refer to Rule 6.4.
 - (d) If a Member becomes a Disqualified Person, then the Member must retire as Director immediately. If the Member fails or refuses to retire, then the Directors (other than the Disqualified Person) can resolve by Trustee Ordinary Resolution (excluding the votes which the Disqualified Person would have been able to cast) to remove the Disqualified Person as Director.
 - (e) The Directors (other than the Disqualified Person) have, for the purposes of Rule 5.4(d), Limited Power of Attorney to execute all legal documents, transfers and instruments necessary to divest the Disqualified Person of authority in relation to his/her position as Director.
 - (f) Rules 5.4(d) and 5.4(e) shall be read to apply to an Alternate Decision-Maker acting on behalf of a Member as Director.
 - (g) If a term of this Rule conflicts with the governing instruments of the Corporate Trustee, the terms of this Rule shall take precedence in respect to the Corporate Trustee’s recognition and regard for a Member’s Alternate Decision-Maker.

6. Alternate Decision-Maker for Member

6.1 This Rule 6 prescribes the terms by which a Member appoints an Alternate Decision-Maker to act in his/her shoes as a Trustee (if constituted as Natural Persons), a Director of a Corporate Trustee and/or in relation to such other matters as may be relevant to the Member. This Rule 6 is to be read with Rule 39.

6.2 Nomination of Alternate Decision-Maker for Member with Legal Capacity:

*For example, Bob is moving overseas. Jane and Mary are the other Members of the Fund. Bob has legal capacity, but he wants Jane to act as his Alternate Decision-Maker whilst he is overseas. Jane, accordingly, would hold the voting powers for John, as well as herself. Bob can apply this Rule to make an Enduring Power of Attorney (EPOA), appointing Jane to act for him whilst he is overseas, and subject to any terms he may include in the EPOA. He may complement the EPOA by making an **Alternate Decision-Maker Nomination** in the form shown at Annexure A (or as otherwise prescribed as an approved form for an Alternate Decision-Maker Nomination by the Trustee from time to time).*

- (a) A Member may appoint an Alternate Decision-Maker to act in his/her place by EPOA notwithstanding the Member being alive and having Legal Capacity to act, and on such terms as are recorded in such EPOA (including the term of appointment and conditions of appointment). The Alternate Decision-Maker shall act on a continuing basis for such Member upon acceptance by the Alternate Decision-Maker on terms of the EPOA, until the earlier of the following (unless otherwise prescribed in the EPOA):

- (i) the Member removes the Alternate Decision-Maker in writing (including by way of a revocation of the EPOA);
- (ii) the Member ceases to be a Member; or
- (iii) the Member's death (unless the Alternate Decision-Maker is the same Person(s) who acts as the Alternate Decision-Maker on and following the Member's death, in which case the Person(s) shall have a continuing appointment).

6.3 Nomination of Alternate Decision-Maker Nomination for Mentally Incapacitated or Deceased Member

- (a) A Member may appoint an Alternate Decision-Maker to act in his/her place by written instrument (**Alternate Decision-Maker Nomination**) in the event of a Member's death, or upon and continuing for the period of a Member's Mental Incapacity. The Alternate Decision-Maker Nomination may provide cascading Nominations. A Member may submit his/her EPOA and/or Will for reference to the Trustee, in substitution to making an Alternate Decision-Maker Nomination.
- (b) An approved format **Alternate Decision-Maker Nomination** is provided at **Annexure A**; however, the Trustee may prescribe alternate or additional forms from time to time.
- (c) An Alternate Decision-Maker Nomination may, but is not required to be, accompanied by a copy of a Member's EPOA and/or Last Will. Notwithstanding, the Member may refuse to supply a copy of the EPOA and/or Last Will to the Trustee.
- (d) The Alternate Decision-Maker Nomination must be signed by the Member.
- (e) If there is a conflict between the Person or Persons nominated under the Alternate Decision-Maker Nomination made under this Rule 6.3, and:
 - (i) the Person or Persons appointed by an EPOA of the Member, then the appointment of Person or Persons under the EPOA shall be binding as the Alternate Decision-Maker, unless the EPOA otherwise provides; or
 - (ii) the Person or Persons appointed as Legal Personal Representative of the Member in a Member's Last Will, then the appointment of the Person or Persons nominated in the Last Will shall be binding as the Alternate Decision-Maker, unless the Last Will otherwise provides.
- (f) An Alternate Decision-Maker Nomination is deemed revoked if:
 - (i) withdrawn in writing by the Member, and communicated to the Trustee; or
 - (ii) the Member makes a subsequent Alternate Decision-Maker Nomination, and delivers such instrument to the Trustee.
- (g) If an Alternate Decision-Maker (or any one of them) dies or becomes Mentally Incapacitated, the Nomination of such Alternate Decision-Maker (if more than one Person acting in such capacity, then only as to the deceased or Mentally Incapacitated Alternate Decision-Maker) shall be deemed void, notwithstanding there may be no other Alternate Decision-Maker nominated by the Member in such instances. If all nominated Alternate Decision-Makers are unable or unwilling to act, then the Default Alternate Decision-Maker Rules shown at Rule 6.4 shall apply.

- (h) For clarity, an Alternate Decision-Maker is deemed appointed for the purposes of the Governing Rules upon:
 - (i) the acceptance by the Alternate Decision-Maker on the death or Mental Incapacity of the Member, which acceptance may be communicated orally, in writing or by other reasonable means to the Trustee; and
 - (ii) the Trustee shall be under no obligation to prove an EPOA or Last Will submitted by an Alternate Decision-Maker of the Member if the Alternate Decision-Maker Nomination has matching terms.
- (i) Notwithstanding Rule 6.3(h), the Trustee may take whatever steps the Trustee deems appropriate to prove the Member's EPOA and/or Last Will.
- (j) An Alternate Decision-Maker shall not be liable for any loss or damage caused to the Mentally Incapacitated Member or Member's Legal Estate as a consequence of a delay in appointment or acceptance, excepting where the Alternate Decision-Maker acted fraudulently, or the Court, Regulator, or other Government authority having jurisdiction, determines otherwise.

6.4 **Default Alternate Decision-Maker Rules:**

- (a) In the event a Member does not complete an Alternate Decision-Maker Nomination, the following default terms shall apply in respect to the appointment of a Default Alternate Decision-Maker of a Deceased Member or Mentally Incapacitated Member (**Default Alternate Decision-Maker Appointment**):
 - (i) if the Member has died (**Deceased Member**), the Legal Personal Representative of the Member shall be deemed to act in the place of the Deceased Member as an Alternate Decision-Maker from the Deceased Member's death, until the payment of the Deceased Member's Death Benefits has commenced, after which time the Alternate Decision-Maker must resign;
 - (ii) if the Member is Mentally Incapacitated (**Mentally Incapacitated Member**), then:
 - (1) the Person(s) holding the Mentally Incapacitated Member's EPOA shall be deemed to act in the place of the Mentally Incapacitated Member as an Alternate Decision-Maker from the date upon which the Member is determined to be a Mentally Incapacitated Member, until the date the Member is no longer a Mentally Incapacitated Member, at which time the Alternate Decision-Maker must resign; or
 - (2) the Person(s) appointed to act as administrator(s) for the Mentally Incapacitated Member by the Court, Tribunal or relevant Government authority having jurisdiction in such matters shall be deemed to act in the place of the Mentally Incapacitated Member as an Alternate Decision-Maker from the date of appointment, until the date the administration is ended, at which time the Alternate Decision-Maker must resign;
 - (iii) if the Member is under a Legal Disability due to the age of the Member (**Minor Member**) (being a Natural Person of less than 18 (eighteen) years of age), the Minor Member's parent or guardian shall be deemed to act in the place of the Minor Member as an Alternate Decision-Maker from the date of membership until the

Minor Member's 18th (eighteenth) birthday, at which time the Alternate Decision-Maker must resign; and/or

- (iv) if the Regulator suspends all the Trustees of the Fund, then the Constitutional Corporation, RSE Licensee, and/or Natural Persons appointed to act by the Regulator shall act as Trustee in accordance with section 134 of the SISA.
- (b) For clarity, an Alternate Decision-Maker is deemed appointed for the purposes of the Governing Rules upon:
 - (i) the acceptance by the Alternate Decision-Maker, which acceptance may be communicated orally, in writing or by other reasonable means to the Trustee; and
 - (ii) the happening of death or Mental Incapacity (as the case may be) of the Member, or upon membership of a Minor Member.
- (c) An Alternate Decision-Maker shall not be liable for any loss or damage caused to a Mentally Incapacitated Member, Minor Member or Member's Legal Estate as a consequence of a delay in appointment or acceptance, except where the Alternate Decision-Maker acted fraudulently, or a Court, Regulator or other Government authority having jurisdiction determines otherwise.
- (d) A Default Alternate Decision-Maker shall, in the remainder of the Deed, be read as an Alternate Decision-Maker.

6.5 **Suspension:**

- (a) In applying the terms of Rule 6, the Trustee of the Fund shall be prohibited from dealing with a Deceased Member's, Mentally Incapacitated Member's, or Minor Member's Superannuation Interest (**Suspended Interest**) until the Alternate Decision-Maker accepts to act; however:
 - (i) if a Pension or other payment (or series of payments) of the Suspended Interest is arranged or subject to prior arrangement, then this Rule 6.5 shall not limit the continuation of that Pension or other payment (or series of payments);
 - (ii) if the Regulator or Court makes a direction in respect to the Suspended Interest, then this Rule 6.5 shall not limit the Trustee from attending on such request;
 - (iii) the Suspended Interest has a continuing right to receive Earnings and Reserves, and the Trustee is obligated to deal with the Suspended Interest and all allocations whatsoever in the Fund on a fair and reasonable basis notwithstanding this Rule 6.5; and
 - (iv) if the Suspended Interest has the benefit or burden of segregation, the benefit or burden is continuing until the Alternate Decision-Maker accepts to act.

6.6 **Court Directions:**

- (a) The Trustee may apply to a Court of competent jurisdiction for guidance in respect to the acceptance and/or terms of appointment of an Alternate Decision-Maker of a Deceased Member, Mentally Incapacitated Member and/or Minor Member.

- (b) Unless the Court or Superannuation Laws otherwise prohibit, the costs of seeking such guidance shall be borne from the Deceased Member, Mentally Incapacitated Member and/or Minor Member's Superannuation Interest(s).
- (c) This Rule is read as beneficial to all Members, given the importance of proper trusteeship of the Fund.

6.7 Voting Powers and Retirement of Alternate Decision-Maker:

- (a) For the purposes of the Voting Rules of either a Trustee constituted by Natural Persons or the Directors of a Corporate Trustee, an Alternate Decision-Maker shall have the same voting power as the Member represented thereby, and where there is more than one Alternate Decision-Maker for one Member, then the Alternate Decision-Maker shall hold the voting power jointly and severally.
- (b) An Alternate Decision-Maker must resign on the payment of the Member's Death Benefits, restoration of the Member's Mental Capacity and/or the Member becoming 18 (eighteen) years of age, provided that the Alternate Decision-Maker does not individually hold a Superannuation Interest in the Fund (in which case he/she shall continue to act representing his/her individual Superannuation Interests).
- (c) If the Alternate Decision-Maker fails or refuses to resign following the Member's restoration of Capacity, termination of the Member's appointment by the Member or a Court (such as where a Member appoints a Person to act for the Member whilst the Member travels overseas, and withdraws the appointment upon the Member's return), following payment of a Deceased Member's Death Benefits, Minor Member becoming 18 (eighteen) years of age or otherwise upon the happening of an event upon which the Alternate Decision-Maker has no lawful right to remain an Alternate Decision-Maker, then the other Natural Person Trustees or Directors of the Corporate Trustee have, for the purposes of such Rule, Limited Power of Attorney to execute all legal documents, transfers and instruments necessary to divest the Alternate Decision-Maker of authority in respect to the Fund.
- (d) Rule 6.7(c) does not apply to the extent that an Alternate Decision-Maker is also a Member in the Fund, and acts in his/her individual capacity (and not as an Alternate Decision-Maker).

6.8 For clarity, the Bankruptcy Trustee of a Member does not qualify as the Member's Alternate Decision-Maker under the terms of Rule 6.

6.9 If a term of this Rule conflicts with the governing instruments of the Corporate Trustee, the terms of this Rule shall take precedence in respect to the Corporate Trustee's recognition and regard for a Member's Alternate Decision-Maker.

7. RSE Licensee

7.1 A RSE Licensee is not bound by the terms of either Rule 4 or 5.

8. Change of Trustee

8.1 Notwithstanding any other Rule, the Members may by Member Special Resolution resolve to convert the Fund to a small APRA Fund.

8.2 The Members shall be at liberty to appoint, remove, and replace the Trustee of the Fund as the Members determine from time to time, provided:

- (a) a Disqualified Person shall be prohibited from acting as a Natural Person Trustee (and be dealt with in accordance with Rule 4), or a Director of the Corporate Trustee (and be dealt with in accordance with Rule 5);
- (b) each Member (or the Member's Alternate Decision-Maker in accordance with Rule 6) is a Natural Person Trustee or a Director of the Corporate Trustee;
- (c) the Members have the authority, by Member Ordinary Resolution, to change the trusteeship of the Fund from a trusteeship of Natural Persons, to a trusteeship of a Corporate Trustee, or vice versa, with the trusteeship decisions, as constituted, determined in accordance with the applicable terms of Governing Rules 4 or 5 (including but not limited to the appointment of Alternate Decision-Makers acting in the place of a Member as a Natural Person Trustee or a Director of the Corporate Trustee); and
- (d) if there is a delay between a Member's Mental Incapacity, Member's Death or Minor Member's membership commencement, and the acceptance of the Member's Alternate Decision-Maker, the other Member(s) of the Fund shall do all things necessary to comply with section 17A of the SISA and Governing Rules 4, 5 and 6 (as applicable).

8.3 Without varying a preceding term of Rule 8, a Person acting as a Natural Person Trustee or a Director of the Corporate Trustee, shall be deemed to be removed immediately upon the following:

- (a) the Natural Person becoming a Disqualified Person; or
- (b) the Natural Person committing an act of fraud, dishonesty or gross negligence in the conduct of the Fund matters;

and the other Trustees (if Natural Persons) or Directors of the Corporate Trustee, shall have Limited Power of Attorney to execute any and all legal documents, transfers, and other instruments necessary to divest the Natural Person of the powers and rights of such position (on the terms read at Governing Rules 4, 5 and 6).

8.4 The Trustee shall ensure disclosure is made of any change of trusteeship to the Regulator, and that all records, Accounts and Assets are updated accordingly.

8.5 Any change to the trusteeship of the Fund shall be effected by written instrument, and may be in the form of a:

- (a) deed executed by the retiring Trustee and new Trustee, and may include execution by the Members; or
- (b) written agreement executed by the retiring Trustee and new Trustee, and may include execution by the Members; or
- (c) deed or agreement executed by the new Trustee and the Members; or
- (d) written resolution of the retiring Trustee, provided that if the new Trustee is not shown to accept in the written resolution of the retiring Trustee, then the new Trustee (whether Natural Person Trustee(s) or a Corporate Trustee) must give notice in writing; and

this Rule is to be read with Rule 6, in respect to a Member's Alternate Decision-Makers.

8.6 If the change of trusteeship is orally resolved on a date earlier than the written instrument, and provided the parties consent and the Superannuation Laws

allow, then the effective date of the change of trusteeship shall be the date of the oral resolution, notwithstanding the resolution is recorded by later-dated written instrument.

- 8.7 The written instrument made in accordance with Rule 8.5 shall be evidence of the changes to the trusteeship of the Fund, without need for registration or stamping of the written instrument. Notwithstanding, where the written instrument is required to be registered or stamped by State Law or the Superannuation Laws, the Trustee shall do all things necessary to cause the registration and stamping of the written instrument as soon as reasonably possible, and not later than otherwise permitted by the relevant State Laws and Superannuation Laws. A reference to a written instrument includes an electronic instrument effected by execution by electronic signatures of the relevant parties.
- 8.8 The Natural Person Trustees and Directors of a Corporate Trustee may resort to any remedy available in respect to the Trustee Laws, to determine matters in respect to the Trustee appointment, retirement, removal and/or substitution, where not otherwise expressly provided in the terms of the Governing Rules or the Superannuation Laws.
- 8.9 The appointment, removal and/or retirement of a Natural Person Trustee or Corporate Trustee shall, to the extent permitted by the Trust Laws and the Superannuation Laws, apply retrospectively or prospectively.
- 8.10 Each Natural Person Trustee, Corporate Trustee and Director of any Corporate Trustee (including An Alternate Decision-Maker acting as a Natural Person Trustee or Director of any Corporate Trustee) shall be entitled to be indemnified for reasonable costs and expenditures in acting in such capacity as prescribed in Rule 10.

9. Trustee Remuneration

- 9.1 A Natural Person shall not be permitted to be remunerated for acting as a Trustee of the Fund, unless the Superannuation Laws allow.
- 9.2 A Director of a Corporate Trustee shall not be permitted to be remunerated for acting as a Director of the Corporate Trustee, unless the Superannuation Laws allow.
- 9.3 Notwithstanding Rules 9.1 and 9.2, if a Natural Person acting as Trustee or a Director of a Corporate Trustee is engaged in a profession, business, occupation or trade, for which the Natural Person is usually paid for work done by them for the Fund (for example, as a bookkeeper, accountant, lawyer, builder, engineer, etc.) (**SMSF Contractor**), then the SMSF Contractor may be remunerated for the work done (other than acting as a Trustee or Director of a Corporate Trustee), provided the remuneration is paid at Market Value and on arm's length terms.
- 9.4 An RSE Licensee, acting as Trustee of the Fund, is permitted to charge its standard fees, to the extent authorised by the Superannuation Laws.

10. Trustee Indemnities

- 10.1 Each Natural Person acting as a Trustee or a Director of the Corporate Trustee and the Corporate Trustee, is indemnified by the Fund, and vested with a lien over the Fund Assets, in respect to:

- (a) any and all General Expenses or Specific Expenses (including, but not limited to taxes and SMSF Adviser fees) incurred in the conduct of the Fund;
- (b) losses suffered as a consequence of reliance on the advice and/or recommendations of the Fund's SMSF Advisers, provided the Natural Person and/or Corporate Trustee (as the case may be) acted in good faith;
- (c) losses suffered as a consequence of the delegation of the Trustee's powers, provided the Trustee (including Corporate Trustee) acted in good faith;
- (d) losses suffered as a consequence of the Fund having insufficient or inadequate insurances in respect to the Members and/or the Assets of the Fund, and/or as a consequence of a failure or refusal of the Fund's insurer to pay an insured benefit on circumstances favourable to the Fund and/or Member; and
- (e) losses suffered as a consequence of a good faith mistake or negligence of the Trustee (including Corporate Trustee) in the conduct of the Fund.

10.2 Notwithstanding Rule 10.1, the indemnity and lien read therein shall not apply in respect to:

- (a) conduct by a Person (including a Natural Person and/or Corporate Trustee) which is grossly negligent, fraudulent and/or a wanton disregard for the Person's obligations and responsibilities under the Superannuation Laws and/or Governing Rules (including Special Rules) of the Fund;
- (b) administrative and civil penalties imposed on a Person in accordance with Parts 20 and 21 of the SISA;
- (c) circumstances prohibited by the Superannuation Laws, including but not limited to SISR 13.13 (charges over a Member's benefits) and SISR 13.14 (charges over Fund Assets); and
- (d) such other determinations by the Court, Regulator, or other Government authority having jurisdiction, providing the Person has no right to indemnity and/or a lien over Fund Assets.

10.3 Unless the Superannuation Laws, Regulator, or other Government authority having jurisdiction determines otherwise the Members (in their capacity as Members) shall not be required to indemnify any party in respect to any matter pertaining to the Fund.

11. Trustee Responsibilities

11.1 It is the responsibility of the Trustee to:

- (a) ensure that the Fund remains a Complying SMSF, although the Trustee may resolve to change the structure of the Fund to a small APRA Fund, or another type of fund permitted under the Superannuation Laws;
- (b) ensure that the Governing Rules are current and available to the Members;
- (c) act honestly in all matters concerning the Fund;
- (d) exercise, in all matters affecting the Fund and its Members, the same degree of care, skill and diligence as any normal prudent Trustee;

- (e) ensure that the Trustee's duties and powers are performed and exercised in the best interests of Members of the Fund;
- (f) not enter into any contract, transaction or agreement, or do anything that would prevent or hinder the Trustee in suitably performing or exercising the Trustee's functions and powers;
- (g) disclose any conflict of interest in any dealing, undertaking, transaction or investment on behalf of the Fund;
- (h) provide Members access to all and any information required to be given to or viewed by Members, under the Superannuation Laws, subject to the *Privacy Act 1988 (Cth)*;
- (i) ensure the efficient administration of the Fund including, but not limited to, the payment of all taxes, Excess Contributions and other imposts that must be paid by the Fund, and the lodgement of all compulsory documentation to the Regulator in respect of the Fund, and ensure that the Fund meets its Superannuation Laws compliance responsibilities;
- (j) keep all records, documents, and minutes of valid Trustee Meetings to enable the efficient administration and audit of the Fund by the Auditor and the Regulator so as to comply with all Superannuation Laws in respect of the keeping of records, documents, and minutes for the Fund;
- (k) notify the Regulator, in accordance with the provisions of the Superannuation Laws, of significant events and other events that occur in respect of the Fund, including any change in Trustee, where required within the requisite time period;
- (l) refrain from delegating the Trustee's powers and responsibilities, unless otherwise permitted by the Governing Rules and the Superannuation Laws;
- (m) keep informed of the Superannuation Laws, and, if required by the Superannuation Laws or the Regulator, undertake any education or other mandatory or voluntary knowledge requirements;
- (n) deal with the Regulator and any other regulatory authority, as required under the Superannuation Laws;
- (o) conduct the management of and dealings with the Fund and its Members in accordance with the Operating Standards of Part 4, Division 4.2 of the SISR, including but not limited to:
 - (i) settle and maintain an Insurance Strategy, in accordance with SISR 4.07D and 4.07E;
 - (ii) settle and maintain an Investment Strategy, in accordance with SISR 4.09; and
 - (iii) hold all Assets of the Fund separately from those of the Trustee (if Natural Person(s)) and/or Directors of a Corporate Trustee, in accordance with SISR 4.09D;
- (p) ensure the investment, maintenance and dealing with any reserves of the Fund are consistent with the Investment Strategy;
- (q) consider the Fund's obligations to meet its liabilities as and when they fall due, and do all things necessary to ensure the Fund is solvent and capable of meeting its liabilities;

- (r) comply with the Payment Standards of Part 6 of the SISR;
- (s) pay on time any charges, costs, and/or fines levied by the Regulator or a Court against the Fund; and
- (t) engage in such further conduct as required by the Superannuation Laws and the Regulator.

12. Trustee Powers

- 12.1 Subject to the Superannuation Laws, the Trustee has unlimited powers.
- 12.2 The Trustee's powers over the Assets of the Fund are identical to those as if the Trustee were the legal and absolute beneficial owner of such Assets, including the right to sell, call in, convert into money, grant options or rights to purchase, mortgage, charge, sub-charge, or otherwise deal with or dispose of or transfer any Asset or part of any Asset comprising the whole or part of the Fund, including a Member's Superannuation Interest or a Reserve Account.
- 12.3 The express terms of Rules 12.4, 12.5, 12.6, 12.7 and 12.8 are not to be read as limiting the Trustee's powers.
- 12.4 **The Trustee Investment Powers:** The Trustee has the following express Investment Powers to:
- (a) **avoid diversification:** invest all, or a substantial part, of the Fund's Assets in one thing, or a collection of similar things, without regard to diversification;
 - (b) **acquire an interest in an Eligible Entity:** acquire in the name of the Trustee or a Member, an interest in an Eligible Entity to meet the Fund's liability to pay all or any part of a Pension Interest Benefit to the Member;
 - (c) **enter into contracts and undertake transactions:** enter into contracts, undertakings and other transactions for the benefit of the Fund and its Members whatsoever and wheresoever situate including both within Australia and outside Australia;
 - (d) **acquire and dispose of corporate, trust securities, equity or hybrid equity interest of any other entity:** acquire or dispose of any Company (including an eligible start up investment Company), trust, partnership or other entity in which the Trustee holds an equity or equity-like interest including shares, stocks, debentures, options, convertible notes, hybrid securities or is otherwise interested or concerned (securities) and to exercise all of the powers authorised under the Constitution and any other relevant documents concerning the powers of equity, debt and other interest holders of the entity, including but not limited to putting calls on securities, accepting transfers of securities, consenting to a reorganisation of a security (including, but not limited to a capital raising or reduction);
 - (e) **deal with real property:** acquire, dispose of, develop, turn into fractional or part interests, exchange, strata title, subdivide, partition within the Fund for a Member or specific Member's benefit, mortgage, sub-mortgage, lease, sub-lease, grant, maintain, insure, improve, renovate, re-lease or vary any right or easement or otherwise deal with any interest in real property, whether residential, commercial, off-the-plan, or of another nature;

- (f) **deal with personal property:** acquire, dispose of, exchange, hire, lease, maintain, improve, mortgage or otherwise deal with any interest in personal property;
- (g) **deal with intellectual property:** apply for, purchase, create or otherwise acquire, and to sell patents, patent rights, copyrights, trademarks, designs, formulae, licences, concessions, know-how and the like, conferring any exclusive or non-exclusive or limited right to use, of any other intellectual property rights and to use, exercise, develop or grant licences in respect of, or otherwise turn to account, the property rights or information so acquired;
- (h) **grant or take options:** grant or take any put or call option for the purchase of any real or personal property of the Fund, whether the sale occurring on exercise of such option will be at a profit or not;
- (i) **enter into lease arrangements:** rent real property from any Person, acquire the interest of any lessee in any lease, purchase or undertake hire arrangements, grant leases, sub-leases, tenancies or rights of any nature to any interest in real or personal property, motor vehicles, computer hardware and software, fixtures and fittings, furniture, utensils, plant and equipment and other property of any description, including but not limited to ground leases and leases of terms in excess of 99 (ninety-nine) years;
- (j) **lend money:** lend Assets of the Fund, including money and securities, and/or advance monies to parties, including to a Related Party, subject to the Superannuation Laws;
- (k) **invest in bank bills:** raise money in any manner allowed by the Superannuation Laws, including drawing, endorsing, accepting or otherwise dealing with any bill of exchange, promissory note or other negotiable instrument, on such terms deemed reasonable by the Trustee;
- (l) **open and conduct bank accounts, cash management trusts and promissory notes:** open bank accounts, cash management trusts, term deposits and any other Cash-style products including the giving and taking of promissory notes and Bills of Exchange;
- (m) **trade in foreign and digital currency:** undertake, contract, carry out or do anything including acquiring Assets in a foreign or digital currency, and dealing in a foreign or digital currency (including BitCoin);
- (n) **enter into futures contracts and options:** both within and outside Australia to buy, sell, open, close-out or otherwise deal in futures contracts of all kinds, to enter into, vary, exercise, abandon or sell any put or call option, contracts for differences or rights, to place bids, make offers, hedge and effect orders including buying, selling, straddle, switch and stop-loss order, to tender and take delivery of commodities and currencies which are the subject of any futures contract or option and otherwise to do and perform all things so as to operate on, utilise or deal with the facilities of any stock or futures exchange no matter where situate provided the Trustee maintains a Risk Management Strategy if required under the Superannuation Laws;
- (o) **create, conduct and run a business:** establish, create, carry on, conduct, maintain, sell or dispose of a business whether in conjunction with or to a Related Party (including a Member, Trustee of the Fund or a Related Party of either), either directly or indirectly through a Company,

trust, partnership, joint venture or other legal entity, on terms deemed reasonable by the Trustee, subject to the Superannuation Laws;

- (p) **enter into Partnership or Joint Venture:** establish, create, carry on, conduct, maintain, sell or dispose of a partnership or joint venture whether in conjunction with or to a Related Party (including a Member, Trustee or Director);
- (q) **obtain agencies, franchises and licences:** apply for, purchase and hold any permit, agency, franchise or licence which may be desirable or required to enable or facilitate the carrying on of any business which the Trustee is empowered to engage in and to surrender, relinquish, sell, vary or assign the same provided the said agency, licence or business does not breach the Sole Purpose Test or the Superannuation Laws;
- (r) **deal with itself and engage in conflicts of interest:** engage in conflicts of interest, whether by the Trustee, Member, Related Party of a Member or Custodian, including but not limited to acquiring as an Asset of the Fund, real or personal property the legal and beneficial interest in which is at the date of such acquisition the absolute property of the Trustee, Member, Related Party of a Member, or Custodian, provided that any property so acquired is acquired for a consideration being not less or greater than the Market Value, except as permitted by the Superannuation Laws;
- (s) **deal with choses-in-action:** acquire choses-in-action, including debts and obligations of all kinds for value or by way of gift or at a discount or at a premium and to assign, release, vary, relinquish or otherwise deal with the choses-in-action in any way whatsoever on such terms and conditions as the Trustee may see fit;
- (t) **receive gifts, distributions and contributions:** receive property by gift inter-vivos, distribution under a will, SMSF Will or under the provisions of any other trust or otherwise from any Person, as an addition to the Fund, and such property may be segregated to any one or more Members, may be held unsegregated as an Asset of the Fund and/or may be allocated to the Reserve Accounts;
- (u) **acquire and deal with insurance policies:** acquire such insurance policies as the Trustee deems appropriate for the circumstances, provided the Superannuation Laws permit the Trustee, including but not limited to insurance in respect to general risk, property damage, audit, sickness, incapacity, trauma, accident and/or death, including where such policies are taken for one or more Members, and include, but are not limited to, investments bonds and or such other life or group policy products which the Trustee deems appropriate. The Trustee is further authorised to deal with, assign, dispose, and terminate such policy(ies), without providing notice to any party;
- (v) **instigate, defend and settle legal proceedings:** institute, join in and defend proceedings at law or by way of mediation or arbitration and to proceed to the final end and determination of, or to compromise the same, or to compromise and settle any such dispute or proceedings for such consideration and upon the terms and conditions as the Trustee may decide;
- (w) **acquire and/or hold investments with others:** invest in Assets of the Fund with other Person(s) (including Members and/or a Member's Relatives and Related Parties), including but not limited to as joint tenants, tenants in common in equal shares, tenants in common in other than

equal shares, partners, joint venturers and/or such other means of ownership which does not otherwise breach the Superannuation Laws;

- (x) **invest in, sell, vary or transpose investments of any other type:** invest Assets of the Fund in any investment of any other type not otherwise expressly listed in these Governing Rules, retain such investment(s), dispose of such investment(s), change the nature of the investment(s), convert the investment(s) into money or such other benefit as may be determined reasonable by the Trustee, in its absolute discretion;
- (y) **engage SMSF Professionals and other advisers:** employ or engage agents, administrators, accountants, financial planners, lawyers or other Professionals in the execution of transactions, undertakings, acquisitions, disposal, and other powers of the Trustee, and to transact any business or to do any act required to be done in connection with the administration, maintenance or on-going operation of the Fund including engaging a registered Auditor, and to act upon the opinion or advice of any such Person without being responsible for any loss or damage occasioned by acting in accordance therewith;
- (z) **offer vendor finance and instalment payment terms:** dispose of Assets on such vendor finance and instalment finance terms determined appropriate in the circumstances by the Trustee;
- (aa) **acquire and receive Business Real Property from Members:** acquire at Market Value or receive as a Contribution (and received and recorded at Market Value), Business Real Property from Members of the Fund;
- (bb) **acquire pensions, annuities, Retirement products and/or insurance policies:** acquire pensions, annuities, Retirement products and/or insurance policies to assist with any liquidity and/or obligation of the Fund, including known and/or contingent risks to the Trustee, Members and/or Members' Dependants;
- (cc) **acquire and receive other Assets from Members:** acquire at Market Value or receive as a Contribution (and received and recorded at Market Value) such other Assets from Members as are not prohibited by the Superannuation Laws, including, but not limited to section 66 of the SISA;
- (dd) **invest without regard to profit:** without limitation to the above, exercise any of its powers, including the power to sell and the powers to deal with real or personal property whether at a profit or not, including but not limited to holding an investment which generates little to no Earnings; and
- (ee) **exercise all other powers:** do all such other things as may be incidental to the exercise of the powers, rights, discretions and authorities hereby conferred on the Trustee.

12.5 **The Trustee Borrowing Powers:** The Trustee has the following express Borrowing Powers to:

- (a) **pay benefits:** provided the payment of the benefit and borrowing are on terms permitted by the Superannuation Laws;
- (b) **settle the acquisition of a Security:** settle the acquisition of a security/securities, provided the acquisition and borrowing are on terms permitted by the Superannuation Laws;

- (c) **borrow to acquire a Single Acquirable Asset or Replacement Asset:** borrow money or raise any financial accommodation from any Person or Person(s), including but not limited to Members, Members' Relatives, or Related Parties, in respect of the acquisition of a Single Acquirable Asset or Replacement Asset, and such other borrowing arrangements allowed by the Superannuation Laws, including a Limited Recourse Borrowing Arrangement (**LRBA**) made in accordance with sections 67, 67A and 67B of the SISA. The Trustee may enter into multiple LRBAs, in respect to the purchase of multiple Single Acquirable Assets;
- (d) **refinance a LRBA:** borrow money or raise any financial accommodation from any Person or Person(s), including but not limited to Members, Members' Relatives, or Related Parties, in respect of the refinance of an existing LRBA made in accordance with sections 67, 67A and 67B of the SISA. The Trustee may refinance multiple LRBAs;
- (e) **maintain a Single Acquirable Asset:** borrow money or raise any financial accommodation from any Person or Person(s), including but not limited to Members, Members' Relatives, or Related Parties, to repair and maintain a Single Acquirable Asset of the Fund. The Trustee may enter separate LRBAs to fund the repairs and maintenance of each separate Single Acquirable Asset of the Fund;
- (f) **grant a charge, guarantee, security interest or mortgage:** grant a charge, guarantee, security interest or mortgage over any one or more of the Fund's Assets to the Fund's lenders (whether an unrelated party to the Fund, or related to the Fund (for example, a Member, Member's Relatives or Related Parties)), on terms permitted by the Superannuation Laws

Note: see sections 67A and 67B of the SISA, PCG 2016/5 and TD 2016/16.

- (g) **negotiate and execute loan instruments:** negotiate and execute terms of borrowing, including loan instruments, on terms compliant with the Superannuation Laws;
- (h) **benefit from and give indemnities:** receive the benefit of the indemnification rights benefitting the Trustee (whether Natural Persons or a Corporate Trustee) and give indemnification to a Custodian acting on behalf of the Trustee;
- (i) **accept a forgiveness of the LRBA as a Contribution:** accept a forgiveness of the LRBA, in whole or in part, whether the Lender is a Member or otherwise, and treat the forgiveness as a Contribution-in-Kind of a Member or any other form of Contribution of a Member permitted by the Superannuation Laws; and
- (j) **appoint a Custodian:** appoint any Person or Persons to act as Custodian to hold legal title for one or more Single Acquirable Assets, subject to one or more LRBAs, and to settle the terms of such Bare Trust arrangements as are deemed reasonable in the absolute discretion of the Trustee.

12.6 **The Trustee Administrative Powers:** The Trustee has the following express Administrative Powers to:

- (a) **determine and deal with Member Contributions Caps, Transfer Balance Caps, and Excess Transfers:** take advice, obtain disclosure of Member Superannuation Interests from the Regulator, Contributors, Members, and such other parties as may be relevant for purposes of determining and dealing with Member Contributions Caps, including but

not limited to determining and dealing with Transfer Balance Accounts, Personal Transfer Balance Caps, crediting and debiting Transfer Balance Accounts, commutation and payment of amounts in excess of Contributions Caps, paying Excess Transfer Balance Tax, attending to Excess Transfer Balance Determinations, attending to Default Commutation Notices and Valid Elections, and such other dealings, determinations and attendances as shall be required in respect to a Member's Contributions and Excess Contributions to the Fund;

- (b) **Qualifying Recognised Overseas Pension Scheme (QROPS):** do all things necessary to cause the recognition of the Trustee and/or the Fund as a QROPS, or such other form of qualifying Retirement plan as may apply to an Overseas Pension scheme. In this regard, the Trustee is permitted to conduct the Fund administration in conformity with the requirements and/or obligations of the QROPS (or such other Overseas Pension scheme) as may be necessary to provide a Benefit to a Member in accordance therewith, notwithstanding such requirements and/or obligations may take precedence over the terms otherwise read in these Governing Rules or the Superannuation Laws;
- (c) **determine value:** determine the Value of the Assets of the Fund in accordance with the Superannuation Laws, including but not limited to investigation of market comparisons, engagement of property valuers and agents, and such other means of determining value and at such intervals determined reasonable by the Trustee, subject to the Superannuation Laws;
- (d) **maintain records:** arrange records of the Fund to be held in any manner determined reasonable by the Trustee, provided the records are held in a manner allowed by the Superannuation Laws and for not less than the period of time required by the Superannuation Laws;
- (e) **settle trusts and establish legal entities:** settle trusts and establish other legal entities (including, but not limited to, companies, partnerships, joint ventures, SMSFs, and Bare Trusts) for the purpose of investment, carrying on a business or doing any other thing by the Trustee;
- (f) **change status:** resolve to change the status of the Fund to or from a SMSF, small APRA Fund or such other type of fund permitted by the Superannuation Laws;
- (g) **make arrangements for collectables and personal use Assets:** determine the manner of storing the collectables and personal use Assets of the Fund, as the terms are read at section 62A of the SISA and the Superannuation Laws generally;
- (h) **appoint a Custodian:** appoint any Person or Persons to act as Custodian to hold legal title over any Asset(s) of the Fund, and settle on such terms as deemed reasonable by the Trustee;
- (i) **power to appoint an attorney:** delegate the exercise of all or any of the powers or discretionary authorities hereby conferred on the Trustee, and execute any powers of attorney or other instruments necessary to effectuate such purpose;
- (j) **change nature of Fund:** change the Fund from a Complying SMSF to a small APRA Fund, or other type of fund allowed by the Superannuation Laws;

- (k) **engage in a conflict of interest:** engage in transactions in which a conflict of interest exists between the Trustee (including any one or more of them, or any one or more of the Directors of the Corporate Trustee) and the Fund and/or the Member(s), whether the conflict of interest is direct or indirect, provided the Trustee or Director(s) of the Corporate Trustee disclose the conflict of interest to the Members, the Members approve the transaction or arrangement subject to the conflict of interest, and provided the Superannuation Laws allow the transaction or arrangement;
- (l) **withhold amounts:** withhold an amount from any Pension Interest, Lump Sum Payment, Contributions, Reserves, Earnings, accretions and/or accumulations of any kind to settle a tax liability or other financial liabilities of the Fund, subject to the Superannuation Laws;
- (m) **take advice:** appoint and take advice from any Person in respect to any aspect of the Fund;
- (n) **determine timing:** determine, in its absolute discretion, the manner, timing and happening of any act, deed or matter shown in this Deed, subject only to the Superannuation Laws prescribing otherwise;
- (o) **limit the range of Persons eligible to be considered as a beneficiary of a Member's Death Benefits:** impose restrictions on the range of Persons (each an **Excluded Person**) who may be considered by a Deceased Member's Alternate Decision-Maker as a Deceased Member's Beneficiary, excepting that a Member may nonetheless appoint one or more **Excluded Persons** to take from his/her Superannuation Interests by way of a Binding Death Benefit Nomination, SMSF Will, and/or Pension Interest Agreement.
- (p) **refuse to deal with an Excluded Person:** refuse to disclose any Fund matter to an Excluded Person and refuse to accept an Excluded Person as a Member;
- (q) **refuse to give reasons and advice:** refuse to prescribe the reasons for any matter or decision of the Trustee and/or copy to any party any research or advice taken in respect to thereto; and

<i>Warning: The Regulator and/or Court may require the giving of reasons.</i>

- (r) **attend to membership matters:** receive, consider, effect, negotiate, and in any other way deal with membership matters, including but not limited to acceptance, termination, determination of incapacity matters (having regard to such evidence necessary for the purpose), pay benefits, establish and restructure various forms of Superannuation Interests, report to the Regulator, deal with employers and Contributors, deal with Member's Spouses and Alternate Decision-Makers, determine the payment of Auto-Reversionary Pension Interests, Conditional Pension Interests and Death Benefits (subject to the relevant restrictions imposed in the Governing Rules in respect thereto) and all other things relevant to attending to membership matters.

12.7 **The Trustee Disbursement Powers:** The Trustee has the following express Disbursement Powers to:

- (a) **engage SMSF Professionals and other advisers:** employ or engage agents, administrators, accountants, financial planners, lawyers or other Professionals in the execution of transactions, undertakings, acquisitions, disposals and other powers of the Trustee;

- (b) **acquire insurance policies:** acquire such insurance policies as the Trustee deems appropriate for the circumstances, including but not limited to doing all things necessary to cause the insurance and/or underwriting of the Assets of the Fund, insure the risks, costs, audits, contingencies and penalties which may arise in the administration of the Fund, insure on the happening of a Temporary Incapacity, Total and Permanent Incapacity or death of the Fund's Members to provide benefits to the Member and/or the Member's Dependants;
- (c) **deal with insurance policies:** split, transfer, cancel or vary any insurance policies howsoever structured and whosoever benefitting (provided that where an insurance policy is taken out by a Member, any dealing must be first approved by the Member, unless the Member's Superannuation Interest is insufficient to settle the costs associated therewith in which case the Trustee may be authorised to deal with such insurance policy without prior notice to the Member);
- (d) **pay General Expenses and Specific Expenses:** pay all General Expenses and Specific Expenses of the Fund, including but not limited to insurance premiums, rates, taxes, rents, outgoings and maintenance expenses in connection with any Assets of the Fund, from one or more Accounts, from income associated with an Asset to which the expense was paid, from the Earnings of the Fund, and such other manner permitted by the Superannuation Laws;
- (e) **purchase pensions, annuities, retiring products, and/or insurance policies:** arrange, deal with and purchase pensions, annuities, retiring products and/or insurance policies;
- (f) **pay reimbursement to Members:** reimburse Members for disbursements made on behalf of the Fund;
- (g) **settle financial obligations:** pay the Fund's suppliers and service providers for costs associated with the Fund's acquisitions, holdings, administration and disbursements generally, including but not limited to costs associated with audits, tax compliance, investment, payment of benefits, travel, education and any and all allowed financial outlays under the Superannuation Laws;
- (h) **set aside money in the Fund:** set aside out of the Earnings or Reserve Account from time to time, such money as may, in the opinion of the Trustee, be sufficient to meet any debt, tax or obligation due or accruing;
- (i) **give indemnities:** give indemnities to or on behalf of any party as the Trustee deems fit, to the extent permitted by the Superannuation Laws;
- (j) **be indemnified:** be indemnified from the Assets of the Fund for the costs, losses, damages, fines or awards against the Trustee arising from their role as Trustee of the Fund, subject to the Governing Rules and the Superannuation Laws;
- (k) **effect transfers, commutations and payments required by the Regulator:** pay, apply, set side, deal with and otherwise disburse Member's Superannuation Interests and/or Fund Assets in respect to any financial obligation imposed by the Regulator, or other Government body having jurisdiction, including but not limited to attending to Default Commutation Notices, Excess Transfer Balance Determinations, Excess Transfer Balance Tax, and credits and debits in respect to Transfer Balance Accounts;

- (l) **effect transfers, commutations and payments requested by Members:** pay, apply, set aside, deal with and otherwise disburse Member's Superannuation Interests and/or Fund Assets in respect to any Member requests, including but not limited to attending to credits and debits in respect to Transfer Balance Accounts;
- (m) **effect the payment of Superannuation Interests in accordance with the Payment Standards:** pay, apply, set aside, deal with and otherwise disburse the Members' Superannuation Interests in accordance with the Payment Standards of Part 6 of the SISR;
- (n) **allocate expenses for advice:** where the Trustee takes advice in respect to a Member specific matter, allocate, in whole or in part, the expenses associated therewith against the Member's Superannuation Interests; and
- (o) **manage and deal with the Fund:** manage and otherwise deal with the Fund in accordance with Part 4 of the SISR, and the Superannuation Laws generally.

12.8 **Trustee's Segregation Powers:** The Trustee has all the following express Segregation Powers:

- (a) **segregation generally:** accept, acquire, deal with and/or dispose of any one or more Assets of the Fund, in whole or in part, as a segregated Asset(s) of the Fund to the benefit of one or more Member Superannuation Interests, Reserve Account or other Fund Accounts, and to the exclusion of one or more Members of the Fund, on such terms deemed reasonable by the Trustee and in accordance with the Superannuation Laws. Without limitation, the Trustee may:
 - (i) receive one or more Asset(s), in whole or in part, as a Contribution-in-Specie from one, or more than one, Member or Contributor on behalf of one or more Members of the Fund (each a **Contributing Member**), and segregate the Asset(s) from the other Assets of the Fund, which Assets and net Earnings therefrom may then be applied to the benefit of a Contributing Member's Superannuation Interest or a Non-Contributing Member's Superannuation Interest (and equally, any losses in respect to such Assets may be applied as burdening the Contributing Member's Superannuation Interest or a Non-Contributing Member's Superannuation Interest);
 - (ii) acquire one or more Assets, in whole or in part, and hold such Asset(s) (or part(s) thereof) and the net Earnings therefrom on segregated account for any one or more Members of the Fund; and
 - (iii) a segregated account created as a consequence of this Rule 12.8, may be held as a Member Accumulation Interest, Member Pension Interest, Reserve Account or any other Superannuation Interest or Account allowed under the Superannuation Laws; and
- (b) **reverse segregation:** the Trustee may reverse the segregation of one or more Asset(s) (or part(s) thereof), and cause such Asset(s) (or part(s) thereof) to be held in any unsegregated manner allowed by the Superannuation Laws and any relevant State Duties Law under which the segregation was effected.

12.9 **Trustee's Family Law Powers:** The Trustee has all the following express Family Law Powers:

- (a) **effect Payment Splits:** pay, apply, set aside, deal with and otherwise disburse the Members' Superannuation Interests in accordance with the Payment Split Standards (including but not limited to superannuation agreements, payment flags, flag lifting agreements and such other requirements imposed under Part VIIIB of the *Family Law Act 1975 (Cth)*) of Part 7A of the SISR; and
- (b) **effect Roll-overs:** either at the request of the Member, Non-Member Spouse (provided the Non-Member Spouse has lawful authority to make such request) or at the direction of a Court, effect a Roll-over of the Member's Superannuation Interests;
- (c) **create new Superannuation Interests:** create new Superannuation Interests in the Fund for a Non-Member Spouse, provided the matter is agreed by Trustee Special Resolution;
- (d) **apportion amounts:** determine the apportionment of the minimum benefits, including Preserved, Restricted Non-Preserved, Unrestricted Non-Preserved Components and, provided allowed by the Superannuation Laws, apportion Transfer Balance Caps, for any payments made in respect to a Payment Split;
- (e) **give information:** provide a Non-Member Spouse with information in respect to a Member's Superannuation Interests;
- (f) **seek advice:** seek advice and assistance in respect to dealing with a Member's Family Law matter;
- (g) **apply costs to the Member's Superannuation Interests and/or Non-Member Spouse's Superannuation Interest:** apply the costs of seeking advice and/or attending to a Member, Non-Member Spouse or other Family Law request to a Member's Superannuation Interest, Non-Member Spouse's Superannuation Interest (if any, but included in this term is an interest in a Member's Superannuation Interest) or other Account of the Fund; and
- (h) **take any other action in respect to a Member's Family Law matter:** do any other thing the Trustee deems appropriate in respect to a Member's Family Law matters, having regard to the Superannuation Laws and the *Family Law Act 1975 (Cth)*.

12.10 **Trustee Restrictions:**

- (a) Notwithstanding the terms of Rule 12, the Trustee is prohibited from:
 - (i) **lending money** to Members and the Members' Relatives, except where otherwise permitted by the Superannuation Laws;
 - (ii) **charging or mortgaging** the Fund's Assets, except as permitted by the Superannuation Laws;
 - (iii) **acquiring Assets** from Members and the Members' Relatives and Related Parties, except as permitted by the Superannuation Laws;
 - (iv) causing the Fund to be a Non-Complying Superannuation Fund and/or breaching the Superannuation Laws.

- (b) Where a term of Rule 12 would be prohibited as a consequence of Rule 12.10(a), such term shall be read down to a term which otherwise complies with the Superannuation Laws.

12.11 Special Voting Matters: Notwithstanding any other term of **Part Two**, at a Trustee Meeting dealing with the payment of a Deceased Member's Death Benefits or a Member's Incapacity Superannuation Benefits:

- (a) the Member's Alternate Decision-Maker has the authority to determine the Person(s) to benefit from the payment of a Member's Death Benefits, subject to the terms of any SMSF Will, Binding Death Benefit Nomination, Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement and/or Pension Interest Agreement in accordance with Rules 6, 30, 38, and 39 (and any other Rule relevant to the matter);
- (b) the Member's Alternate Decision-Maker has the authority to determine the Person(s) to benefit from the payment of the Member's Incapacity Superannuation Benefits subject to the terms of any SMSF Living Will, Conditional Pension Interest Agreement and/or Pension Interest Agreement in accordance with Rules 6, 30, and 38;
- (c) the payment and facilitation of payment of the Member's Death Benefits and Member's Incapacity Superannuation Benefits must be made in accordance with the Payment Standards and the Superannuation Laws generally;
- (d) Rule 12.11 is acknowledged as beneficial to the membership of the Fund. Each Member acknowledges his/her right to transfer his/her Superannuation Interest from the Fund during his/her lifetime and accepts the terms of this Rule as reasonable;
- (e) Rule 12.11 is a Special Rule of the Fund and may be amended or struck only by express reference to the "Special Voting Matters Special Rule", by unanimous consent of the membership and recorded in writing; and
- (f) If a term of this Rule conflicts with the governing instruments of the Corporate Trustee, the terms of this Rule shall take precedence in respect to the Corporate Trustee's recognition and regard for a Member's Alternate Decision-Maker.

Part Three – The Members

13. Membership of the Fund

- 13.1 Any Person, with the consent of the Trustee, may become a Member provided the Superannuation Laws allow.
- 13.2 A Mentally Incapacitated Member's Alternate Decision-Maker and/or Deceased Member's Alternate Decision-Maker may become a Member without Trustee consent, provided the membership does not cause the Fund to be a Non-Complying SMSF (*such as where the membership may exceed the limits imposed by section 17A of the SISA*) and/or otherwise breach the terms of a Special Rule of the Fund (*such as limitations on membership imposed where a Foreign Pension is transferred to the Fund*).
- 13.3 The Trustee must not accept a Person to become a Member, if the Person's membership would result in the Fund no longer being a Complying SMSF, unless the Trustee otherwise decides.

- 13.4 Any Person, with the consent of the Trustee, may become a Member provided the Superannuation Laws allow.
- 13.5 A Person wishing to become a Member following establishment of the Fund shall, as a condition of consideration, complete all documentation required by the Trustee. An approved form for **Application for Membership** is shown at **Annexure B**, although the Trustee may vary and/or alter the Application for Membership by notice in writing to the Members.
- 13.6 The Trustee may prescribe any reasonable means for applying for membership in the Fund, including but not limited to verbal confirmation, written application, and/or electronic submission.
- 13.7 A Member may, but is not required to, nominate a **Default Superannuation Fund** for the transfer of the Member's Superannuation Interests on the happening of a Mandatory Transfer Event in respect to a Member by written instrument signed by the Member.

Example: Bob and Jane are Members of the Fund. Bob files for bankruptcy. Jane determines the Superannuation Laws require Bob's membership interest must be rolled out of the Fund. Jane refers to Bob's Default Superannuation Fund Nomination. Bob nominated ABC Commercial Super, accordingly, Jane works with the Trustee for ABC Commercial Super to transfer Bob's Superannuation Interests following Bob's bankruptcy.

- 13.8 The Trustee may, without limiting any other term of Rule 13, refuse to admit a Member's Spouse as a Member, may refuse to create a separate Superannuation Interest in favour of a Member's Spouse and/or refuse to establish any other rights in the Fund in favour of a Member's Spouse, subject to the Superannuation Laws.
- 13.9 A Person is deemed to be admitted as a Member when the Trustee approves the Person as a Member, which approval may be given retrospectively or prospectively by conduct, communicated in writing or electronically, or confirmed in such other manner deemed reasonable in the opinion of the Trustee.
- 13.10 **Special Member Disclosure:** The Trustee may impose the following obligations upon the Members, which obligations are intended to limit the controversy and legal actions to which the Trustee may become party as a consequence of a Member's membership:
- (a) the Trustee may require the Member to provide the Trustee with an **Alternate Decision-Maker Nomination**, in the form shown at **Annexure A**, or such other approved format adopted by the Trustee;
 - (b) the Trustee may require the Member to make an **Application for Membership** in the form shown at **Annexure B**, or such other approved format adopted by the Trustee;
 - (c) the Trustee may require the Member to make a **Death Benefit Nomination**, in the form shown at **Annexure C**, or such other approved format adopted by the Trustee;
 - (d) the Trustee may require the Member to make an **ATO Trustee Declaration**; and/or
 - (e) such other instruments and directions as the Trustee determines are reasonable for communicating a Member's requests, decisions, and determinations in respect the Member's Superannuation Interests and/or authorities in the Fund.

13.11 **Special Membership Conditions:** The Trustee may impose conditions on membership including:

- (a) limiting membership for a specific period of time;
- (b) limiting membership until the happening of an event (including events which are not in the control of the Member and/or Trustee);
- (c) limiting membership to Persons participating in specific programs or training;
- (d) limiting membership to Persons belonging to a family bloodline pool;

<p><i>For example, imposing a condition upon the Member that the Member's Spouse is not eligible as a Member in the event of a family breakdown, and refusing the creation of a Superannuation Interest for a Member's Spouse as a consequence of a Contributions Splitting Notice.</i></p>

- (e) limiting membership to bloodline ancestors and/or bloodline descendants of a Person or Persons (which Person may not be a Member); and/or
- (f) limiting membership on such other terms permitted by the Superannuation Laws.

13.12 **Special Membership Classifications:** The Trustee may classify membership, and prescribe as a condition of membership, that the Member receives the benefit and/or burden of variable classifications. In the absence of a resolution to settle variable membership classifications, the membership of the Fund shall constitute a single membership class with the rights and obligations shown in these Governing Rules.

13.13 **Membership Warranties:** As a condition of membership, each Member:

- (a) accepts the conditions and classifications imposed upon the Member's membership, as communicated by the Trustee upon admission as a Member (including any changes in conditions and/or classification as may be resolved by the Trustee from time to time);
- (b) promises to deal in good faith with the Trustee and other Members of the Fund;
- (c) warrants that the Member has had the opportunity to consider and read the Governing Rules and consider the Superannuation Laws;
- (d) warrants the Member has provided the Trustee with the Member's correct Tax File Number, current address and contact details and all other relevant personal information required to be held by the Trustee in respect to the Fund's Members;
- (e) warrants the Member has been given the opportunity to seek independent legal, financial and accounting advice in respect to the risks and benefits of membership in the Fund, and is satisfied in respect thereof that membership in the Fund is appropriate to the Member circumstances;
- (f) undertakes to abide by the Governing Rules and the Superannuation Laws, as amended from time to time;
- (g) promises to continually update and advise the Trustee of any matters which impact on the right to hold or continue membership in the Fund;
- (h) agrees to participate in any programs, medical examinations or other disclosures requested by the Trustee in respect to the assessment and/or

qualification verification undertaken for the payment of a Superannuation Benefit, acceptance of a Contribution, enrolment in any insurance policies and/or as otherwise may be determined appropriate for a matter relevant to the Member's membership;

- (i) promises to rectify any breach or non-compliance in respect to any aspect of the Fund as soon as reasonably possible, upon notice; and
 - (j) grants the Trustee Limited Power of Attorney to undertake only those transactions and/or completed instruments which the Member is obligated to complete under the Superannuation Laws, provided that the Member may, by notice in writing delivered to the Trustee, revoke, limit, or expand the power given to the Trustee by this Rule 13.13(j). For clarity, the Limited Power of Attorney does not extend to the making, on behalf of a Member, of any decision in respect to:
 - (i) the payment of a Member's Superannuation Interest,
 - (ii) the making of a Member's Binding Death Benefit Nomination, Member's SMSF Will, Member's Alternate Decision-Maker Nomination; and/or
 - (iii) any other matter which the Member is not legally obligated to complete under the Superannuation Laws.
- 13.14 A Member may be accepted, and may continue, as a Member, with a nil or negative Superannuation Interest in the Fund, subject to the Trustee's consent to the membership and/or continuing membership.
- 13.15 The Trustee benefits from a presumption that the Members have each read and consented to the terms of the Governing Rules. It is the Member's obligation to take advice in respect to the Governing Rules (including Special Rules).

Warning: Members should be familiar with the terms of the Governing Rules. As the Fund may be administered on terms very different to retail Superannuation Funds, it is imperative that Members read and take advice in respect to their obligations and rights.

14. Member Meetings and Decision Making

- 14.1 Any Member (**Calling Member**) may call a Member Meeting, by giving written notice to the other Members of not less than 5 (five) business days of the proposed Member Meeting, identifying the date, time and location. The notice shall also contain details of the methods of telephone, video conferencing or such other mechanism for allowing each and every Member to hear and participate in the Member Meeting (should a Member be unable to attend personally). The notice may be sent by email (including attachments), facsimile, telephone text, personal service, or by posting to the Members.
- 14.2 The Calling Member may offer a written resolution (including but not limited to a resolution communicated by electronic means, and executable by an electronic signature of the Member(s)) for execution by the Members, which may be in addition, or in the alternative, to the proposed Member Meeting. The written resolution shall be determined on its terms, in accordance with the terms of this Rule 14.
- 14.3 A quorum of the Member Meeting is met when the Members representing not less than 51% (fifty-one percent) of the Total Superannuation Interests in the Fund (excluding Reserve Account Balances) are in attendance (whether in person, by telephone, by video conferencing or by such other mechanism by which the Members may participate), and may be a single Member (provided

that Member represents not less than 51% (fifty-one percent) of the Total Superannuation Interests in the Fund).

- 14.4 A Member's Alternate Decision-Maker stands in the shoes of a Member on the terms of the EPOA, Appointment Order, Last Will and/or Alternate Decision-Maker Nomination for purposes of this Rule 14.
- 14.5 For voting purposes, each Member (including one or more Persons acting collectively as an Alternate Decision-Maker for a Member) holds the number of votes equal to the proportionate Value of the Member's Superannuation Interests in the Total Superannuation Interests held in the Fund (**Proportionate Voting Rule**).
- 14.6 Notwithstanding the Proportionate Voting Rule, the Members may resolve to adopt an alternate method of voting arrangements for some or all of the Members Meetings, by a resolution in favour supported by Member Special Resolution.
- 14.7 If there is only one Member, the resolution of the Member shall be made solely by such sole Member.
- 14.8 A resolution at a Member Meeting shall be passed where not less than 51% (fifty-one percent) of the votes available at the Member Meeting are cast in favour of the resolution (**Member Ordinary Resolution**), unless the Governing Rules prescribe a resolution is required to be made by a Member Special Resolution.
- 14.9 Written resolutions of the matters determined in Member Meetings must be kept, and signed by one or more Members and/or the Chairman. *(For clarity, electronic execution is authorised.)*
- 14.10 There shall be no obligation on the Members to hold Member Meetings.

15. Membership Termination

- 15.1 A Member ceases to be a Member upon the earliest of any of the following to occur:
- (a) the Member holds no Superannuation Interest in the Fund, and the Trustee determines the Member should no longer be a Member;
 - (b) the Member dies and the Trustee has paid out the whole of the Deceased Member's Death Benefits to the Member's Legal Personal Representative, Dependants or such other Persons nominated by SMSF Will, Binding Death Benefit Nomination, Non-Binding Death Benefit Nomination or by Trustee determination (as the case may be) in accordance with the Governing Rules;
 - (c) the Trustee determines the Member to be a Disqualified Person;
 - (d) the Trustee determines the Member's membership compromises the Fund being a Complying SMSF;
 - (e) the Trustee determines the Member has committed a material breach of the Governing Rules or Superannuation Laws;
 - (f) the Member is a party to proceedings or any agreement pursuant to the *Family Law Act 1975 (Cth)*, and the Trustee determines that the Member should cease being a Member to preserve the Superannuation Interests of the other Members of the Fund;

- (g) the Member is determined to be ineligible to be a Member by the Regulator, Court or other Government authority vested with jurisdiction in such matters;
- (h) upon the happening of a condition of membership imposed on the Member by the Trustee (*see Rules 13.11 and 13.12*); or
- (i) where the Trustee is of the opinion that, for the benefit of the Fund, the Member should cease his/her membership of the Fund.

15.2 **Termination Protocol:** When a Member ceases membership of the Fund (**Terminating Member**):

- (a) the Trustee must resolve to pay the Terminating Member's Superannuation Interests as a **Superannuation Benefit** and/or a **Roll-over Superannuation Interest** in accordance with this Rule 15.2, and in doing so the Trustee may:
 - (i) withhold from paying the Superannuation Benefit and/or Roll-over Superannuation Interest until sufficient liquidity is available in the Fund to do so; and/or
 - (ii) in lieu of transferring Cash, the Trustee may settle a payment of a Superannuation Benefit and/or Roll-over Superannuation Interest by any of a Benefit-In-Kind and/or Benefit-in-Specie, where such benefit has an equal Market Value to the Member's Superannuation Benefit and/or Roll-over Superannuation Interest;

provided that the Trustee complies with the Payment Standards of Part 6 of the SISR, and the Superannuation Laws;

- (b) the Trustee must communicate to the Terminating Member that he/she is no longer a Member in the Fund by writing (including but not limited to electronic communications) as soon as reasonably practicable (**Termination Notice**), and may request the Member provide a **Notice of Payment Direction** and/or such other directions as may be appropriate for providing notice to the Member of the options available in respect to the payment of his/her Superannuation Benefit and/or Roll-over Superannuation Interest;
- (c) if the Terminating Member fails or refuses to provide a **Notice of Payment Direction**, or otherwise fails to provide payment directions to the Trustee within 28 (twenty-eight) days of the Termination Notice, then subject to the Superannuation Laws:
 - (i) the Trustee shall first have regard to any **Nomination of Default Superannuation Fund** by the Member, and seek the consent of the Default Superannuation Fund to receive the Roll-over Superannuation Interest. If the Default Superannuation Fund accepts the Roll-over Superannuation Interest, then the Trustee may, but is not required to, effect the transfer of the Member's Roll-over Superannuation Interest to such Default Superannuation Fund (provided the Superannuation Laws allow), or may delay the transfer in circumstances in which doing so gives rise to a threat to the Fund's solvency and/or Complying SMSF status). If the Trustee does not effect the transfer to the Default Superannuation Fund, the Trustee is prohibited from transferring the Roll-over Superannuation Interest to any other Eligible Roll-over Fund without the prior consent of the Member;

- (ii) if the Member has not completed a Nomination of Default Superannuation Fund, or the Default Superannuation Fund refuses to accept the Roll-over Superannuation Interest and/or the Nomination of Default Superannuation Fund is otherwise not capable of taking effect (*for example, the Default Superannuation Fund ceases to exist*), then the Trustee may select any other Eligible Roll-over Fund (without obligation to obtain the Member's consent) and complete the documentation necessary to cause the payment of the Member's Roll-over Superannuation Interest to the selected Eligible Roll-over Fund; and
- (iii) the Trustee shall not be liable to the Member for any loss or damage suffered as a consequence of a delay in payment of a Roll-over Superannuation Interest, if the Member fails to complete a Notice of Payment Direction, the Member fails to provide directions to the Trustee, and/or the Member otherwise gives incomplete or inaccurate directions to the Trustee in respect to any term of Rule 15.2. Further the Trustee shall not be liable to the Member for any loss or damage suffered as a consequence of a delay in payment of the Roll-over Superannuation Interest for the reasons shown in Rules 15.2(a)(i) and 15.2(a)(ii);
- (d) the Trustee may use any Government-authorized payment system, including but not limited to SuperStream;
- (e) the Trustee may deduct any costs associated with taking advice and effecting the Roll-over Superannuation Interest from the Member's Superannuation Interest;
- (f) the Trustee may, but is not obligated to, seek the undertaking of the Default Nominated Fund or Eligible Roll-over Fund to receive and hold the Roll-over Superannuation Interest on the same terms and conditions as such Roll-over Superannuation Interest was held by the Fund, including but not limited to any reversionary terms, Preservation Status and/or such other terms as may be relevant in respect to the Roll-over Superannuation Interest, Member, Member's Dependents and/or Member's Legal Estate;
- (g) the Trustee may allocate Earnings, General Expenses and/or Specific Expenses of the Fund to the Terminating Member's Superannuation Interest (including a Roll-over Superannuation Interest), provided the Trustee acts reasonably;
- (h) the receipt of the Roll-over Superannuation Interest by the Default Nominated Fund or Eligible Roll-over Fund shall constitute a discharge of the Trustee in respect to the Roll-over Superannuation Interest, and the rights of the Member in respect to the Fund shall be deemed terminated; and
- (i) the Trustee shall do such other things as the Trustee determines reasonable to cause the termination of the Member's membership, subject to the restraints imposed by the Superannuation Laws on the Trustee's exercise of power.

15.3 **Mandatory Transfer Event:** If a Member becomes a Disqualified Person (constituting a **Mandatory Transfer Event**), then the Trustee must refer to Rule 15.2 and take all reasonable steps to Roll-over a Disqualified Person's Superannuation Interests promptly, provided that the Trustee shall be under no obligation to take a step which would compromise the Fund's solvency or Complying SMSF status.

- 15.4 **Priority as to compliance with the Superannuation Laws:** Notwithstanding any other term of this Rule 15, the Trustee shall only be required to undertake steps which are compliant with the Superannuation Laws and do not result in the Fund becoming a Non-Complying SMSF. The Trustee shall not be liable for any loss or damage occasioned to any one or more Members in abiding by its obligations under the Superannuation Laws, notwithstanding a contrary term of this Rule.

Part Four – Contributions and Member Superannuation Interests

16. Accepting Member Contributions, Roll-overs and Transfers

- 16.1 The Trustee may accept a Contribution, a Roll-over Superannuation Interest, and/or Transfer Superannuation Interest from a Member or other Contributor on behalf of a Member by:
- (a) payment of money, including Australian currency, foreign currency, BitCoin or other digital currency (provided such money is permitted by the Superannuation Laws) whether paid in Cash, transferred electronically, paid by cheque, a money order or such other manner of transfer of money allowed by the Superannuation Laws;
 - (b) Contribution-in-Kind;
 - (c) Contribution-in-Specie;
 - (d) such accretions, transfers or payments permitted to be acquired by the Trustee by the Superannuation Laws for such purpose; and
- may require the Member to complete a **Notice of Intent to Claim or Vary a Deduction** and/or **Contribution Declaration**. The Trustee may amend, vary or require alternate documentation for the purposes of receiving Contributions.
- 16.2 If the Contribution is other than a Roll-over Superannuation Interest or Transfer Superannuation Interest, the Trustee must:
- (a) ensure the Contributions received on behalf of a Member are compliant with the Superannuation Laws, including but not limited to SISR 7.04; and
 - (b) if the Trustee cannot allocate the Contribution to a Member's Superannuation Interest within 28 (twenty-eight) days of the end of the month in which the Contribution is received, then the Trustee must allocate the Contribution by or before such time as the Regulator allows in the circumstances.
- 16.3 The Trustee shall not accept Contributions made by a Member, or on behalf of a Member, if the Member has failed to provide his/her Tax File Number within 30 (thirty) days of the Contributions being received by the Trustee. *See also SISR 7.04(2) and 7.04(3).*
- 16.4 The Trustee shall not accept Contributions other than Authorised Contributions made by a Member or on behalf of a Member, unless the Superannuation Laws allow.
- 16.5 If the Trustee is of the opinion a Contribution (or part thereof) is in excess of a Member's Contributions Cap (whether in respect to one or more of the following: Concessional Cap, Non-Concessional Cap, Non-Concessional Lifetime Cap, CGT Contributions Cap, Transfer Balance Account and/or such other capping criteria as shall be relevant) in respect to such Member, and/or is not an Authorised Contribution, then the Trustee may:

- (a) reject the Contribution (if the Trustee can do so prior to the amount being received by the Trustee);
- (b) allocate the Contribution to any Reserve Account;

Warning: The Trustee should take advice from a SMSF Adviser prior to allocating Contributions to other than the Member to which the Contribution is communicated to be paid by, or for the benefit thereof. If the allocation is to a Reserve Account or other Account, the Trustee may be under strict time restrictions in respect to any allocations.

- (c) refund the Contribution to the Contributor;
- (d) hold the amount on Bare Trust for the Contributor or Member;
- (e) refund the Contribution to the Member if the Trustee receives a Member Release Authority;
- (f) refund the Contribution to the Regulator if the Trustee receives a Regulator Release Authority; and/or
- (g) take such other action as may be required, or permissible in accordance with the Superannuation Laws.

16.6 In effecting Rule 16.5, the Trustee may:

- (a) deduct charges in respect to insurance premiums paid directly or indirectly in respect to the Contributions,
- (b) deduct taxes paid or payable in respect to the Contributions (including but not limited to Excess Transfer Balance Tax);
- (c) deduct reasonable administration charges and other amounts allowed by the Superannuation Laws; and/or
- (d) credit or debit (as the case may be) the Member's Transfer Balance Cap (if required by the Superannuation Laws, or otherwise requested by the Member).

16.7 The Trustee shall do all things necessary to facilitate and assist the processing of Contributions by any authorised payment system prescribed by the Superannuation Laws, including but not limited to SuperStream.

16.8 The Members may request the Trustee to provide a written **Employer Contribution Notification** for the purpose of communicating the details of the Fund to a Contributor.

17. Creating and Transferring Member Superannuation Interests

17.1 The Trustee may, in its absolute discretion or at the request of a Member or the Member's Alternate Decision-Maker, establish one or more Accounts (including Sub-Accounts) on behalf of a Member and/or the Fund (including a Reserve Account and/or Pension Reserve).

17.2 The Trustee may hold one or more Superannuation Interests on behalf of a Member or the Member's Legal Estate.

17.3 Any Member's Superannuation Interest may be established as a Member Accumulation Interest, a Member Pension Interest, a Reserve Account or any other Superannuation Interest or Member's Account allowed under the Superannuation Laws.

- 17.4 A Member's Superannuation Interest can be settled and continued without a transfer of any Asset or Cash, provided the Trustee agrees to such arrangement and the Superannuation Laws allow.
- 17.5 The Trustee may, with the consent of a Member, transfer, in whole or in part, a Member Accumulation Interest to a Member Pension Interest, and vice versa, and excepting where the Superannuation Laws require, such transfer shall not constitute the creation of a new Member Superannuation Interest (whether of a Member Accumulation Interest or Member Pension Interest).
- 17.6 The Trustee may allocate Asset(s) of the Fund (whether held at such time, acquired for the purposes of, or otherwise received by the Trustee by any other means), in whole or in part, in lieu of Cash, to accommodate the transfer and settlement of new Superannuation Interests equivalent to the relevant transfer amount(s).
- 17.7 This Rule 17 shall be read with Rule 15, and:
- (a) the Trustee may with the consent of a Member, transfer, in whole or in part, a Member Superannuation Interest to any Eligible Roll-over Fund nominated by the Member in the Member's **Notice of Payment Direction**;
 - (b) the Trustee may with or without the consent of a Member, transfer, in whole or in part, a Member Superannuation Interest to an Eligible Roll-over Fund nominated by a Member in the Member's **Default Superannuation Fund Nomination** on the happening of a Mandatory Transfer Event to the Member, and if the Member has not made a nomination or the nomination is not capable of being given effect, then the Trustee may transfer, in whole or in part, a Member Superannuation Interest to any other Eligible Roll-over Fund in such circumstances;
 - (c) the Trustee may, with or without the consent of a Member, accept Roll-over Superannuation Interest from any Eligible Roll-over Fund, accept the accounting and benefit description of the Roll-over Superannuation Interest as conclusive without further query, and accept the Roll-over Superannuation Interest to be held on the same terms upon which the Eligible Roll-over Fund held the Roll-over Superannuation Interest; and
 - (d) the Trustee may do such other things as the Trustee deems reasonable having regard to the objective of ensuring the Fund is a Complying SMSF.

Part Five – Investments and Investment Strategies

18. Creating an Investment Strategy for the Fund and Members

- 18.1 The Trustee of the Fund must formulate and give effect to an Investment Strategy which meets the Superannuation Laws and Regulator's requirements for a Complying SMSF. The Investment Strategy includes the Fund's Insurance Strategy and must be regularly reviewed by the Trustee of the Fund.

Note: See SISR 4.09(2), which requires the Trustee to conduct a review of the Fund's Investment Strategy on a regular basis to consider the changing circumstance of the Fund and its Members.

- 18.2 The Trustee may create a separate Investment Strategy in respect to one or more Member Superannuation Interests and/or Fund Accounts (including a Reserve Account). This Rule is not to be read as requiring multiple Investment Strategies where a Fund has more than one Member and/or a Member has one or more Superannuation Interests in the Fund.

- 18.3 If the Trustee implements more than one Investment Strategy, whether in respect to the Fund or any one or more Members, then the Trustee may:
- (a) settle Sub-Accounts for each Investment Strategy;
 - (b) apply Earnings in respect to each Investment Strategy to its corresponding Sub-Account;
 - (c) deduct expenses incurred in respect to each Investment Strategy to its corresponding Sub-Account; and/or
 - (d) apply Earnings and/or expenses (whether in accordance with a Fund Earning Rate, or as otherwise deemed reasonable by the Trustee) associated with each Investment Strategy to a separate Account, Sub-Account of the Fund (including any one or more Member's Accumulation Interests, Member Pension Interests, and/or Reserve Account).
- 18.4 The Trustee may amend any one or more Investment Strategies for the Fund Accounts and/or Member Superannuation Interest(s) at any time, by oral resolution, except where the Superannuation Laws require such amendment to be shown in writing.
- 18.5 If the Trustee receives Contributions and/or Insurance Proceeds which are not otherwise contemplated in an Investment Strategy, then, notwithstanding, the Investment Strategy shall be deemed to encompass such Contributions and/or Insurance Proceeds. In such deeming, this Rule 18.5 shall take precedence over any Investment Strategy.
- 18.6 The Trustee shall complete a risk management statement, or such other instrument as may be required by the Superannuation Laws, in respect to investments in derivatives, options, instalment warrants or other products with underlying borrowings or leverage. If the Superannuation Laws do not require a risk management statement or other instrument in the circumstances, then there shall be no obligation on the Trustee to do so as a consequence of the Governing Rules.

19. Special Rules regarding State-Based Tax and Duty Exemptions and Concessions

- 19.1 Despite any contrary term of the Governing Rules, if a Member transfers property, or an interest in property, to the Fund on the condition that the property, or interest in property, is to be held specifically for the Member to enable the Member to obtain a tax or duty exemption or concession under State taxes, then:
- (a) the property, or interest in the property, can only be held in the Fund specifically for the transferring Member, so the property or interest in the property cannot be pooled with the contributions or other Assets of another Member and no other Member can obtain an interest in the property;
 - (b) if necessary, the Trustee may create a sub-fund for the purposes of holding the property, or interest in the property; and
 - (c) the property, or interest in property, or the proceeds of sale of the property, or interest in the property, if sold, can only be held in the Fund to be provided to the transferring Member as a Retirement Benefit.

Note: Special attention needs to be had to ongoing Government announcements in respect to the restrictions on segregation.

Part Six – Reserve Accounts

20. Establishing a Reserve Account for the Fund

- 20.1 The Trustee may establish one or more Reserve Account for the Fund which may include amongst others an Investment Reserve, a Contributions Reserve, a Pensions Reserve and a Pension Interest Reserve, provided the Superannuation Laws allow. Any Reserve Account may be for the benefit of current, past and future Members, Members' Dependants, a Member's Legal Estate, Members' Beneficiaries and/or the Trustee.
- 20.2 The Trustee may adopt Special Rules regarding the use, purpose and payment of Superannuation Benefits, General Expenses, Specific Expenses, or for the payment of any other liability of the Fund from any Reserve Account, subject to the Superannuation Laws.
- 20.3 The Trustee may transfer Assets and Earnings (including, but not limited to, insurance proceeds) of the Fund to any Reserve Account (including a Pension Reserve Account) and/or allocate Member Contributions to any Reserve Account (including a Pension Reserve Account), provided the Superannuation Laws allow.
- 20.4 The Trustee may pay, apply or set aside the Assets and Earnings of any Reserve Account of the Fund to:
- (a) settle any General Expense or Specific Expense of the Fund;
 - (b) add to another Reserve Account in the Fund or any other Superannuation Fund;
 - (c) add to any or all Superannuation Interests of the Fund (provided such application does not result in a Member exceeding his/her relevant Contributions Cap(s) as a result, unless the Member and Trustee consent and the Superannuation Laws allow);
 - (d) facilitate a Roll-over Superannuation Interest from the Fund to another Superannuation Fund;
 - (e) pay a Member Accumulation Interest or Member Pension Interest (in whole or in part);
 - (f) pay a Member's Temporary Incapacity Pension Interest (in whole or in part);
 - (g) pay a Member's Death Benefit (in whole or in part); and/or
 - (h) pay, credit, and/or apply the Assets and/or Earnings of any Reserve Account for any other purpose allowed by the Superannuation Laws.
- 20.5 Any trust distributions, insurance proceeds, windfall gains, winnings, receipts and/or accretions and accumulations of any other kind of the Fund which are other than a Contribution or Earnings of the Fund (including Earnings in respect to Assets held segregated for one or more Accounts of the Fund), may be allocated by the Trustee to any Reserve Account of the Fund, in such amounts and manner deemed reasonable by the Trustee, provided such allocation is permitted by the Superannuation Laws.
- 20.6 No Member, Member's Dependand, Member's Legal Estate, Member's Beneficiary and/or other party has any right or entitlement to a Reserve Account, unless the

Trustee resolves to allocate part or whole of the Reserve Account to such a Person.

- 20.7 If the Trustee's proposed allocation from a Reserve Account gives rise to a tax liability to the Fund or a Member, then the Trustee may defer allocation until Professional advice is taken in respect to the taxation consequences.
- 20.8 The Trustee has the power to determine a formulae by which Earnings, expenses and/or losses are allocated between Reserves, Member Accumulation Interests and/or Member Pension Interests, provided the Trustee acts reasonably.

Part Seven - Insurances

21. Insurances, Annuities and Insurance Strategy (inclusive or exclusive of Annuities)

- 21.1 The Trustee may create an Insurance Strategy for the Members of the Fund and/or one or more individual Insurance Strategies for each Member. The Insurance Strategy(ies) shall form part of the Fund's Investment Strategy.
- 21.2 The Trustee may enter into any policy of insurance with an Australian or foreign provider, in respect to one or more Members, for any one or more contingencies permitted by the Superannuation Laws, including, but not limited to, a Member's death, a Member's Temporary Incapacity and/or a Member's Total and Permanent Incapacity.
- 21.3 The Trustee may enter into any annuity or deferred annuity contracts upon the life of one or more Members or Members' Dependants, on terms permitted by the Superannuation Laws.
- 21.4 The Trustee may cross-insure and split insurances between one or more Members of the Fund, Fund Accounts and/or other parties, and on such terms and agreements as the parties may agree, provided the Superannuation Laws allow.

Warning: Refer to ATO ID 2015/10, SMSFR 2008/1, and SMSFR 2008/2.

- 21.5 The Trustee may enter into any contract of insurance to establish a Self-Insurance Reserve Account in respect to risks associated with liquidity and/or cash flow which may be compromised as a consequence of a call on the payment of a Member's Superannuation Interests on the death, Temporary Incapacity, and/or Total and Permanent Incapacity of any one or more Members of the Fund, provided the Self Insurance Reserve Account is compliant with the Superannuation Laws.

See SISR also 4.07E.

- 21.6 The Trustee has absolute discretion to deal with the policies and/or contracts for any matter referred to in the preceding terms of Rule 21, including but not limited to termination, variation, assignment, sale, surrender, enforcement and/or renewal thereof.

Insurance premiums may be deducted from Earnings of the Fund, or any one or more Member Superannuation Interests and/or Reserve Accounts, provided any Insurance Proceeds received in respect to the policies to which the premiums apply are dealt with in accordance with the Superannuation Laws. (See also SISR 4.07D and 4.07E.)

- 21.7 The Trustee may pay, apply or set aside the Insurance Proceeds received in respect to an insurance policy held directly or indirectly for a Member, net of

costs (including taxes) associated with the receipt, handling and distribution of such policy.

- 21.8 No Member, Dependant of a Member, Binding Death Benefit Beneficiary, Member's Legal Estate, Member's Alternate Decision-Maker, or any other Person has any interest in any contract of insurance, proceeds or distributions of the proceeds of a contract of insurance and/or a Self-Insurance Reserve Account, including but not limited to where such contract or Account is held in the name of a Member or for the benefit of a Member, unless the Trustee (or where applicable, the relevant Member's Alternate Decision-Maker – see *Rule 6*) determines to make a relevant Person absolutely entitled to such contract and/or Account, or the Superannuation Laws require a relevant Person(s) to be entitled thereto.
- 21.9 The Trustee may pay, apply, set aside, transfer or otherwise deal with any Insurance Proceeds received in respect to an insurance policy and/or annuity contract in accordance with an Insurance Strategy of the Fund, subject to the Superannuation Laws.

Part Eight –Accounting, Earnings, Allocations and Administration

22. Trustee to keep Accounts

- 22.1 The Trustee may create, maintain and deal with various Accounts for the Fund, including, but not limited to cash flow statements, operating statements, Balance Sheets, Earnings Accounts, Reserve Accounts, and Member Superannuation Interests.
- 22.2 The Trustee shall have discretion to determine the Members' Superannuation Interest Entitlements, provided that the determination records the Preservation Status, Tax Free Component, Taxable Component (Taxed and Untaxed), and such other criteria as may be required in respect to any other classification system required of the Regulator of the Member's Superannuation Interest(s), including but not limited to recording the credits and debits to a Transfer Balance Cap (if required).
- 22.3 The Trustee shall have discretion to determine the manner and systems in which the Accounts of the Fund are held.
- 22.4 The Trustee shall ensure the Accounts of the Fund:
- (a) comply with the standards provided in Part 4 of the SISA, and the Superannuation Laws generally;
 - (b) are maintained and stored for such period as required by the Superannuation Laws;
 - (c) record with the relevant Account(s) any declarations, elections, additions, deductions, payments, allowances, transfers, duties and any other information relevant in respect to such Account(s), in a transparent and readily accessible method available for inspection by Members, the Fund's Auditor and the Regulator; and
 - (d) are audited annually by the Fund's Auditor, or on such other periodic term required by the Superannuation Laws and/or the Regulator.
- 22.5 The Trustee must determine the Market Value of any Asset(s) allocated in respect to any one or more Accounts (and/or Superannuation Interest(s)), in accordance with the audit standards, Regulator's requirements and/or as otherwise required by the Superannuation Laws.

Note: SISR 8.02B requires the Trustee to account for the Market Value of the Fund Assets. See also section 35B(2) of the SISA.

23. Fund Earnings

- 23.1 The Trustee may pay, apply, set aside, and/or allocate (in whole or in part) the Earnings of an Account of the Fund to one or more of the following Accounts, provided the Superannuation Laws allow:
- (a) the Fund;
 - (b) any Member Superannuation Interest;
 - (c) a group of Members' Superannuation Interests;
 - (d) any Reserve Account (including, but not limited to a Pension Reserve, Contribution Reserve, Investment Reserve, Self-Insurance Reserve, such other Reserve Accounts settled by the Trustee); and/or
 - (e) any other Account or group of Accounts in the Fund.
- 23.2 The Trustee may pay, apply, set aside, and/or allocate (in whole or in part) the Earnings of an Account of the Fund to one or more of the following charges:
- (a) any Expenses of the Fund; and/or
 - (b) penalties charged to the Fund, provided that the Trustee is not otherwise prohibited from doing so by the Superannuation Laws, the Regulator and/or a determination by a Court or tribunal having jurisdiction in the matter.
- 23.3 The Trustee may pay, apply, set aside, and/or allocate (in whole or in part) any Earnings, expenses and/or losses of the Fund which are not allocated to any one or more of the Reserve Accounts, in accordance with any formulae determined by the Trustee to be appropriate, provided the Trustee acts reasonably.
- 23.4 Notwithstanding Rules 23.1 and 23.2, the Trustee must, unless the Superannuation Laws prescribe otherwise, ensure that all expenses and Earnings (including capital losses and gains) in respect to the segregated Cash and/or Asset(s) are applied to the benefit or burden of the corresponding Account. See also example at Rule 18.2.
- 23.5 Further to Rules 23.1, 23.2, and 23.3, the Trustee may, in circumstances in which a Member Superannuation Interest or group of Members' Superannuation Interests maintain a separate Investment Strategy, apply the Earnings in respect to the separate Investment Strategy exclusively between only the Superannuation Interests partaking in the separate Investment Strategy.
- 23.6 The Trustee has the discretion to apply one or more of the following methods to determine the Earnings of the Fund, the Earnings of a Member's Superannuation Interest or group of Members' Superannuation Interests, the Earnings of a Reserve Account, and/or the Earnings of any other Account of the Fund:
- (a) **Accounts Method:** income according to established accounting principles for Superannuation Funds which may include a revaluation of any Assets of the Fund to their Market Value less any Fund expenses (which include Fund taxes);
 - (b) **Trust Method:** net income as the term net income is defined under the taxation of trust provisions in the Superannuation Laws;

- (c) **Income Method:** any amounts received as income plus any unrealised or realised capital gains and, at the Trustee's discretion, any allocations from a Reserve Account less any disbursements the Trustee is of the view should be deducted from the income (including any General Expenses and/or Specific Expenses); and/or
- (d) **Flexible Method:** any combination of the above or method that the Trustee is of the opinion properly reflects Earnings, including any transfer from a Reserve Account to the Earnings of the Fund;

and in the absence of any determination by the Trustee of its Earnings methodology, the Trustee is to use the Income Method as the default option.

24. Accounting for a Member Accumulation Interest

- 24.1 The Trustee of the Fund may establish a Member Accumulation Interest in the Fund for each Member.
- 24.2 The Trustee may determine at any time in relation to a Member Accumulation Interest, the amount that is the:
 - (a) Preserved, Restricted Non-Preserved, Unrestricted Non-Preserved, or such other type of classification as the Superannuation Laws allow or prescribe;
 - (b) Taxable Component;
 - (i) Untaxed Element;
 - (ii) Taxed Element;
 - (c) Tax-Free Component; and/or
 - (d) Transfer Balance Cap (including credits or debits), with the Member's consent;

subject to the requirements of the Superannuation Laws.
- 24.3 The Trustee may pay, set aside, and/or allocate to a Member Accumulation Interest the following amounts, subject to the Superannuation Laws:
 - (a) Contributions made by the Member, or by a Contributor on behalf of the Member, to the Fund (including, but not limited to a Contribution-in-Specie and/or Contribution-in-Kind);
 - (b) Earnings (including, but not limited to the net Earnings associated with any Investment Strategy and/or Assets (including Cash) segregated for the benefit of the Member's Accumulation Interest);
 - (c) Assets and/or Earnings from any of the Fund Reserve Accounts;
 - (d) Transfer Superannuation Interests and Roll-over Superannuation Interests transferred to the Fund, or within the Fund, on behalf of a Member;
 - (e) tax refunds;
 - (f) any amounts allocated to the Member Accumulation Interest by the Trustee from insurance policy proceeds;
 - (g) Member Pension Interest Roll-back amount (including but not limited to Roll-backs from a Member Pension Interest of the Excess Transfer Balance Cap);

- (h) amounts subject to a Contributions Splitting Notice from a Member's Spouse;
- (i) payment pursuant to the *Family Law Act 1975 (Cth)*, including a payment as a result of separation or divorce from a Member's Spouse and a payment under a Family Law Payment Splitting Notice; and
- (j) such other amounts that the Trustee determines should be added to the Member Accumulation Interest;

provided the Trustee complies with the Superannuation Laws in such allocation(s).

24.4 The Trustee may deduct from a Member Accumulation Interest any of the following, subject to the Superannuation Laws:

- (a) amounts paid for administration, audit, actuarial, legal, valuation, SMSF Adviser fees, or proportion thereof, which the Trustee determines should be specifically deducted from the Member Accumulation Interest;
- (b) a proportion of the General Expenses of the Fund or any Specific Expenses that the Trustee of the Fund determines should be specifically deducted from the Member Accumulation Interest;
- (c) an amount paid in respect to the Trustee's indemnities, as determined by the Trustee in a fair and reasonable manner. *See also Rule 10;*
- (d) any losses allocated to the Member Accumulation Interest by the Trustee;
- (e) any losses associated with an Investment Strategy and/or Assets (including Cash) segregated for the Member Accumulation Interest;
- (f) any taxes or Tax Adjustment Payments that the Trustee determines should be specifically deducted from the Member Accumulation Interest;
- (g) Excess Contributions Tax, refunds of Contributions and/or payments required under a properly issued release authority (including, but not limited to a Member Release Authority, Regulator Release Authority and Excess Contributions Tax Release Authority). *See also Rule 16.5;*
- (h) amounts paid for insurance premiums and/or annuity contracts for a Member including life, disability, accident, salary continuance, and/or trustee insurance. *See Rule 21;*

Note: The Regulator requires the Trustee to allocate the proceeds of any insurance policy to the Member's Superannuation Interest(s), from which the premiums have been deducted. See also, SISR 4.07D and 4.07E.

- (i) amounts allocated or paid for a Member's Lump Sum Payment made by the Trustee on the Member's death, Temporary Incapacity, Total and Permanent Incapacity, Retirement, termination of employment, reaching Preservation Age or for any other purpose benefitting the Member (including the Member's Dependents, and Member's Legal Estate);
- (j) amounts allocated or paid to a Member Pension Interest;
- (k) Contributions Splitting Amounts paid to or behalf of a Member's Spouse;
- (l) payments made pursuant to the *Family Law Act 1975 (Cth)* (including a payment as a result of separation or divorce from a Member's Spouse, and a payment under a Family Law Payment Splitting Notice); and/or

(m) any other amounts the Trustee determines should be deducted from the Member Accumulation Interest.

24.5 The Trustee has the power to determine a formula by which Earnings, expenses and/or losses are allocated between Member Accumulation Interests (and/or Member Pension Interests and/or Reserve Accounts), provided the Trustee acts reasonably.

25. Accounting for a Member Pension Interest

25.1 The Trustee may establish one or more Member Pension Interests, provided the Superannuation Laws allow.

25.2 The Trustee may determine at any time in relation to a Member Pension Interest, the amount that is the:

- (a) Preserved, Restricted Non-Preserved, Unrestricted Non-Preserved, or such other type of classification as the Superannuation Laws allow or prescribe;
- (b) Taxable Component, including the Element Untaxed in any Member's Superannuation Interest;
- (c) Tax-Free Component; and
- (d) Transfer Balance Cap (including credits or debits), with the Member's consent;

subject to the requirements of the Superannuation Laws.

25.3 The Trustee may pay, set aside and/or allocate to a Member Pension Interest the following amounts, subject to the Superannuation Laws:

- (a) Earnings from the Member Pension Interest;
- (b) Assets and/or Earnings from any of the Fund Reserve Accounts;
- (c) tax refunds;
- (d) any amounts allocated to the Member Pension Interest by the Trustee from insurance policy proceeds;
- (e) any amount transferred from another Member Pension Interest or Reserve Account for the purpose of commencing a new Pension Interest; and
- (f) such other amounts that the Trustee determines should be added to the Member Pension Interest;

provided the Trustee complies with the Superannuation Laws in such allocation(s).

25.4 The Trustee may deduct from a Member Pension Interest any of the following, subject to the Superannuation Laws:

- (a) Pension Interest payments made to a Member, Member's Dependants or Member's Legal Estate from the Member Pension Interest;
- (b) amounts paid for administration, audit, actuarial, legal, valuation, SMSF Adviser fees, or proportion thereof, incurred which the Trustee determines should be specifically deducted from the Member Pension Interest;

- (c) a proportion of the General Expenses of the Fund or any Specific Expenses that the Trustee of the Fund determines should be specifically deducted from the Member Pension Interest;
- (d) an amount paid in respect to the Trustee's indemnities, as determined by the Trustee in a fair and reasonable manner. *See also Rule 10;*
- (e) any losses allocated to the Member Pension Interest by the Trustee;
- (f) any losses associated with an Investment Strategy and/or Assets (including Cash) segregated for the Member Pension Interest;
- (g) any taxes or Tax Adjustment Payments that the Trustee determines should be specifically deducted from the Member Pension Interest;
- (h) Excess Contributions tax, refunds of Contributions and/or payments required under a properly issued release authority (including, but not limited to a Member Release Authority, Regulator Release Authority and E Excess Contributions Tax Release Authority Excess Contributions Tax. *See also Rule 16.5;*
- (i) amounts paid for insurance premiums and/or annuity contracts for a Member including life, disability, accident, salary continuance, and/or trustee insurance. *See also Rule 21;*

Note: The Regulator requires the Trustee to allocate the proceeds of any insurance policy to the Member's Superannuation Interest(s), from which the premiums have been deducted. See also, SISR 4.07D and 4.07E.

- (j) amounts transferred to a Member Accumulation Interest (including but not limited to transfers from a Member Pension Interest, in excess of the Transfer Balance Cap);
- (k) Contributions Splitting Amounts paid to or behalf of a Member's Spouse;
- (l) payments made pursuant to the *Family Law Act 1975 (Cth)* (including a payment as a result of separation or divorce from a Spouse, and a payment under a Family Law Payment Splitting Notice); and
- (m) any other amounts the Trustee determines should be deducted from the Member Pension Interest;

provided the Trustee complies with the Superannuation Laws in such allocation(s).

25.5 The Trustee has the power to determine a formula by which Earnings, expenses and/or losses are allocated between Member Pension Interests (and/or Member Accumulation Interests and/or Reserve Accounts), provided the Trustee acts reasonably.

26. Contributions Splitting

26.1 At any time, provided the Superannuation Laws allow, the Trustee may receive a Contributions Splitting Notice from a Member in relation to an Authorised Contribution made on behalf of a Member to the Fund.

26.2 The Contributions Splitting Notice must deal only with such Contributions allowed to be split to a Spouse under the Superannuation Laws.

26.3 The Contributions Splitting Notice may detail the amount to be allotted, Rolled-over or transferred as a Transfer Superannuation Interest to a Member's Spouse.

- 26.4 Subject to the Superannuation Laws, the Trustee may make the relevant Contributions split by allocating, Rolling-over or transferring Assets of the Fund in satisfaction of the Contributions split.
- 26.5 The Trustee is to action the Contributions Splitting Notice within a reasonable period of time, and no later than the time prescribed by the Superannuation Laws or the Regulator.

27. Family Law

- 27.1 The Trustee may receive a Family Law Payment Splitting Notice from a Court, Member or Member's Dependant in relation to a Member's Superannuation Interests.
- 27.2 The Trustee is to make accommodation for the Member, the subject of the Family Law Payment Splitting Notice, by determining:
- (a) which of the Member's Superannuation Interests (if more than one) the Family Law Payment Splitting Notice is best applied to meet the requirements thereof;
 - (b) whether the amount to be split to the Member's Spouse is Preserved, Restricted Non-Preserved, Unrestricted Non-Preserved or such other type of Classification as the Superannuation Laws allow or prescribe including the extent to which the accommodation and/or payment consists of Tax Free and Taxable (Untaxed and Taxed) Components;
 - (c) if the Superannuation Laws allows, then, with the Member's consent, determinations in respect to debits and credits of the Member's Transfer Balance Cap, in the attendances on the Family Law Payment Splitting Notice; and
 - (d) which Assets (including Cash) of the Fund will be utilised to meet the terms of the Family Law Payment Splitting Notice.
- 27.3 The Trustee is to action the Family Law Payment Splitting Notice within a reasonable period of time, but not later than the time prescribed by the Superannuation Laws or as directed by a Court.
- 27.4 This Rule 27 shall be read with Rule .

28. Fund Assets, Contracts and Transactions

- 28.1 The Trustee is to hold all Assets of the Fund in the name of the Trustee; however, a Custodian may hold an Asset on behalf of the Trustee provided the Superannuation Laws allow.
- 28.2 If there is a change of Trustee (including the retirement and/or removal of any one or more Persons and/or the appointment of any one or more Persons), the Trustee, as soon as practicable, must cause the transfer of the Fund's Assets to the Trustee(s) then acting.

Note: Where the Trustee of the Fund is a Corporate Trustee, any change in Membership of the Fund requires a change of directorship of the Corporate Trustee, but the change to a Corporate Trustee's directorship does not require a change in the legal ownership of the Assets. Therefore, a Corporate Trustee gives rise to lesser complication in the event of the cessation of membership of a Member and/or the Mental Incapacity or death of a Member.

- 28.3 Any contract, transaction or agreement of whatsoever nature undertaken on behalf of the Fund, must be in the name of the Trustee, unless the Trustee has appointed a Custodian to act on behalf of the Fund.

- 28.4 No Member, Member's Dependant, Member's Legal Estate, Member's Beneficiary, and/or other party has any right or entitlement to any Asset (including Cash) of the Fund, unless the Trustee resolves to allocate part or whole of the Asset (including Cash) to such a Person (*such as in the payment of a Member's Death Benefit from the Fund*).
- 28.5 A Member, Member's Dependant, Member's Beneficiary, Member's Legal Estate and/or Member's Alternate Decision-Maker may enter a contract, transaction or agreement of whatsoever nature with the Trustee, provided the Superannuation Laws allow.
- 28.6 If the Trustee enters into a transaction, arrangement, declaration or agreement, whether in writing or orally and the transaction, arrangement, declaration or agreement would result, in the opinion of the Fund's Auditor, in the Fund be treated as a Non-Complying SMSF or be subject to a penalty, the transaction, arrangement, declaration or agreement shall be void ab-initio, provided that the Trustee and Person(s) give consent, and the Trustee and Person(s) are capable of being restored to the same or substantially similar financial condition as existed prior thereto and the Superannuation Laws (and such other Laws as may be relevant) allow.

Part Nine – Payment of Member Superannuation Interests

29. Accessing Member Superannuation Interests

29.1 Member Payment Direction Protocol:

- (a) If a Member meets a **Condition of Release of Benefits**, the Member may access his/her Superannuation Interests by way of:
- (i) one or more Lump Sum Payments. Notwithstanding any other term of the Governing Rules, the minimum and maximum payments of a Lump Sum Payment shall be determined having regard to the Payment Standards, and if the Member becomes a bankrupt person, the Trustee (except where the bankrupt Member is absolutely entitled) may refuse to pay the Lump Sum Payment and instead retain the Lump Sum Payment, and process the Roll-over of the bankrupt Member's Superannuation Interest in accordance with the terms of Rule 15;
 - (ii) one or more Pension Interests. Notwithstanding any other term of the Governing Rules, the minimum and maximum payments from a Pension Interest shall be determined having regard to the Payment Standards, and where the Member in receipt of a Pension Interest becomes a bankrupt person, the maximum payment in respect to the Pension Interest shall be based on the minimum payment prescribed by the Payment Standards; and/or
 - (iii) such other Superannuation Benefits permitted by the Superannuation Laws.
- (b) The Member may, in making an application pursuant to this Rule, submit to the Trustee a **Notice of Payment Direction (Payment Direction)**.

Note: The Trustee and Members may agree to application by any other mechanism or process. This Rule provides a default process, in the absence of other agreement.

- (c) A Notice of Payment Direction is not required from a Member for each and every payment from the Fund.

- (d) A Member's Payment Direction cannot be a claim for an amount or amounts which exceeds the Member's Superannuation Interests in the Fund, although the Member may request an allocation from any Account (including a Reserve Account of the Fund) (which request is not binding on the Trustee).
- (e) The Member's Alternate Decision-Maker shall be read as the Member for the purpose of this Rule 29.1, if the Member is Mentally Incapacitated, a Minor Member, Deceased Member, or the Member has appointed the Alternate Decision-Maker to act at the relevant time for any other reason.

29.2 **Conditions of Release of Benefits:** The Trustee shall have regard to this Rule 29.2 and Part 1A and Schedule 1 of the SISR, when assessing a Member's eligibility for the payment of a Lump Sum Payment and/or Pension Interest:

- (a) a Member is eligible to receive a **Lump Sum Payment** upon the happening of any of the following events:
 - (i) being a Temporary Resident, the Member meets the conditions of SISR 6.01B;
 - (ii) Retirement (*Note: See also SISR 6.01(2) and (7)*);
 - (iii) death;
 - (iv) Terminal Medical Condition;
 - (v) Severe Financial Hardship;
 - (vi) attaining 65 (sixty-five) years of age;
 - (vii) a Compassionate Ground;
 - (viii) attaining Preservation Age (subject to commutation restrictions);
 - (ix) receiving an Excess Contributions Tax Release Authority;
 - (x) having less than \$200 (two hundred dollars) in the Fund;
 - (xi) becoming subject to Permanent Incapacity (*Note: See also SISR 1.03C*); and
 - (xii) such other terms as prescribed by the Superannuation Laws from time to time for such purpose;
- (b) a Member is eligible to receive a **Pension Interest** upon the happening of any of the following events:
 - (i) Retirement (*Note: See also SISR 6.01(2) and (7)*);
 - (ii) death;
 - (iii) Terminal Medical Condition;
 - (iv) attaining 65 (sixty-five) years of age;
 - (v) attaining Preservation Age;
 - (vi) becoming subject to a Temporary Incapacity;
 - (vii) becoming subject to Permanent Incapacity (*Note: See also SISR 1.03C*); and

- (viii) such other terms as prescribed by the Superannuation Laws from time to time for such purpose;
- (c) a Member, Member's Dependents and/or Member's Legal Estate shall be read to meet a Condition of Release of Benefits for a Lump Sum Payment and Pension Interest on the death of the Member, subject to the limitation that only an Eligible Pension Beneficiary may receive a Pension Interest and only an Eligible Lump Sum Beneficiary may receive a Lump Sum Payment.

For example, Brin and Cat are members of the Fund, and are married. Brin has an Auto-Reversionary Pension Interest Agreement, which nominates Cat as the Reversionary Beneficiary. Brin dies, and Cat survives. The Superannuation Laws allow Cat to receive either a Pension Interest or Lump Sum Payment, because she is Brin's Spouse. If Brin wanted to leave his Superannuation Interest to Tom, his adult non-dependent son as a Pension Interest, the Trustee would refuse such direction because Tom is not eligible to receive a Pension Interest from Brin's Superannuation Interest.

29.3 Trustee Payment Direction Protocol: Upon receipt of a Member's Payment Direction:

- (a) the Trustee shall have regard to the Payment Direction and determine what, if any, additional documentation is needed to determine the Member's Payment Direction, including but not limited to assessing whether the Member has satisfied a Condition of Release of Benefits (see Rule 29.2). If any additional documentation is needed, the Trustee shall, as soon as reasonably possible, detail the request for additional documentation to the Member;
- (b) the Trustee, upon receipt of all documentation required for the assessment of a Payment Direction, shall consider the Member's Superannuation Interest. The Trustee may, but is not required to, provide advice to the Member in respect to his/her Tax Free Component, Taxable (Taxed and Untaxed) Component, and Preservation Status, and the calculation of the Member's Transfer Balance Caps (including, but not limited to any contemplated credits and/or debits);
- (c) the Trustee may commence a Pension Interest as an Account-Based Pension (including a Transition to Retirement Income Stream), Temporary Incapacity Pension Interest, Child Pension Interest, or any other Pension Interest allowed by the Superannuation Laws, whether or not the Pension Interest is conditional and/or auto-reversionary;
- (d) the Trustee may continue to pay an Allocated Pension and/or a Defined Benefit Income Stream (which includes, but is not limited to life expectancy pensions and annuities, lifetime pensions and annuities and market linked pensions); however, may not commence a new Allocated Pension or Defined Benefit Income Stream, unless the Superannuation Laws allow;
- (e) the Trustee may, at any stage of the Protocol obtain advice and/or assign its obligations to any SMSF Adviser, provided that the Trustee cannot discharge its obligations in the handling of the Payment Direction to the Member. The costs of such advice and administration may be charged by the Trustee to the Member's Superannuation Interest;
- (f) the Trustee shall then consider the Fund's Assets, Reserve Accounts, segregation and financial obligations of the Fund, and determine the manner in which the Payment Direction will be processed, including but not limited to the commencement date, timing, frequency of payments and

the Accounts against which the Payment Directions will be applied. This review can occur on a rolling basis, annual basis or such other basis as the Trustee deems reasonable, having regard to the Trustee's obligations under the Superannuation Laws;

- (g) if the Member requests a Pension Interest, but the Trustee determines the Member's Superannuation Interest can only accommodate a Lump Sum Payment, then the Trustee shall communicate the determination to the Member and work with the Member to accommodate the Member's Payment Direction on terms which do not compromise the solvency or Complying SMSF status of the Fund;
- (h) if the Member requests a Lump Sum Payment, but the Trustee determines the Member Superannuation Interest can only accommodate a Pension Interest and/or an amount less than the Lump Sum Payment required at such time, then the Trustee shall communicate the determination to the Member and work with the Member to accommodate the Member's Payment Direction on terms which do not compromise the solvency or Complying SMSF status of the Fund;
- (i) once the Trustee and Member have agreed on the Payment Direction (whether as originally submitted, or as amended as a consequence of a preceding terms of Rule 29.3), then the Trustee shall calculate the Tax Free Component, Taxable (Taxed and Untaxed) Component and Preservation Status with respect to the payment (whether as a Lump Sum Payment or Pension Interest) (excepting in circumstances in which the Superannuation Laws require a different manner of calculation or timing);
- (j) the proportioning of the components referred to in Rule 29.3(i) shall be binding on each and every payment from the Pension Interest and/or Lump Sum Payment settled as a consequence of the Payment Direction, unless or until the Superannuation Laws provide otherwise;
- (k) the Payment Direction, as effected in accordance with the preceding terms of Rule 29.3, shall be reviewed, amended and/or terminated at the request of the Member (**Further Payment Direction**), subject to the Trustee's discretion to action such Further Payment Direction on terms which do not compromise the solvency or Complying SMSF status of the Fund;
- (l) where the Trustee resolves a payment of either one or more instalments of a Pension Interest, or one or more Lump Sum Payments, the Member shall be absolutely entitled to the amount determined by such resolution on the date and conditions shown in the resolution. A resolution may be oral, provided that the resolution is reduced to writing within a reasonable time and communicated to the Member;
- (m) if an instalment of a Pension Interest, or a Lump Sum Payment is not paid on a date prescribed in a Trustee resolution, the Trustee shall hold such amount on trust for the Member;
- (n) unless the Pension Interest Agreement prescribes otherwise, a Pension Interest may be changed in form to an Auto-Reversionary Pension Interest and/or Conditional Pension Interest, without commutation or Roll-back, and vice versa; and
- (o) a reference to a Member in this Rule 29.3, includes where applicable the Member's Dependant, Member's Beneficiary and/or a Member's Legal Estate.

- 29.4 In giving effect to Rules 29.1, 29.2 and 29.3, the Trustee has a duty to act reasonably and in good faith. To this end, the Trustee shall make timely and proper disclosure to the Member and/or the Member's Alternate Decision-Maker, as the case may be. Notwithstanding, the Trustee shall be under no obligation to make any disclosure which compromises the interests of the other Members in the Fund, the Complying SMSF status of the Fund and/or solvency of the Fund.
- 29.5 Subject to the Superannuation Laws and without limiting the powers of the Trustee under the terms of Rule 29 (except as restricted in accordance with Rules 29.6 and 29.6(b)), the following Superannuation Benefits may be paid by the Trustee, at the request of a Member or the Member's Alternate Decision-Maker (if acting as a consequence of Rule 6):
- (a) if the Member has reached Preservation Age and Retired, the Member may take a Lump Sum Payment and/or commence a Pension Interest;
 - (b) if a Member has died, and the Member has left a Binding Death Benefit Nomination and/or SMSF Will which is capable of taking effect at the Member's death, then the Trustee must pay the Deceased Member's Superannuation Interest in accordance with the terms of the Binding Death Benefit Nomination and/or SMSF Will, subject to Rules 31, 32 and 39; and
 - (c) if the Member, as determined by the Trustee based on documented medical opinion, is Temporarily Incapacitated, the Member may commence and continue a Temporary Incapacity Pension Interest until such time as the Member is no longer Temporarily Incapacitated;
 - (d) if the Member, as determined by the Trustee based on documented medical opinion, has a Terminal Medical Condition, the Member may take a Lump Sum Payment and/or commence a Pension Interest;
 - (e) if the Member meets the conditions of Severe Financial Hardship, the Member may receive a Lump Sum Payment (but only as allowed by the Superannuation Laws);
 - (f) if the Member is aged 65 (sixty-five) years or older, the Member may take a Lump Sum Payment and/or commence a Pension Interest (whether Retired or not);
 - (g) if the Member has reached Preservation Age (whether Retired or not), the Member may commence a Pension Interest (including a Transition to Retirement Income Stream);
 - (h) if the Regulator or any other Government authority responsible for deciding the payment of a Superannuation Benefit, on the basis of a Compassionate Ground, determines a payment may be made to a Member, a Member may receive a Lump Sum Payment on a Compassionate Ground in the amount and/or method prescribed by such Regulator or Government authority;
 - (i) if a Member has commenced a Pension Interest then, subject to the terms and conditions of the Pension Interest and Superannuation Laws, a Member may receive a Lump Sum Payment from the Pension Interest, including, but not limited to a Lump Sum Payment made upon the death of the Member, subject to Rule 30;
 - (j) if the Member, as determined by the Trustee based on documented medical opinion, is Totally and Permanently Incapacitated, the Member

may take a Lump Sum Payment and/or commence a Pension Interest; and/or

- (k) any other Lump Sum payment, Pension Interest or other payment authorised under the Governing Rules, Superannuation Laws or by the Regulator, to be payable to a Member, Member's Dependants, Member's Legal Estate, and/or such other Person(s) permitted to receive a Superannuation Benefit from the Member's Superannuation Interest (including any allocations thereto from any Reserve Account of the Fund).

29.6 The following express provisions do not limit the Trustee's powers:

- (a) **QROPS Superannuation Interests:** Where a Member's Superannuation Interests are referable to United Kingdom Qualifying Retirement Overseas Pension Schemes, then the Trustee must abide by any release of benefits requirements made pursuant to laws and regulations regulating QROPS benefits, including but not limited to any age related and/or ill-health conditions.
- (b) **Overseas Pension and Retirement Payments:** If Superannuation Benefits are referable to an Overseas Pension or Retirement Scheme, then the Trustee must abide by any release of benefits requirements made pursuant to the laws in respect to the Overseas Pension or Retirement Scheme.
- (c) **Excess Contributions Tax Release Payments:** The Trustee, if required under an Excess Contributions Tax Release Authority issued in respect of a Member, must pay to a Member or the Regulator, within the time prescribed by the Superannuation Laws, the amount prescribed under the Excess Contributions Tax Release Authority. This includes any excess Concessional Contributions or Non-Concessional Contributions required to be paid to the Regulator or under an Excess Contributions Tax Release Authority.
- (d) **Roll-overs and Transfers:** The Trustee may Roll-over a Lump Sum Payment, a Pension Interest or may make a transfer of a Roll-over Superannuation Interest for the benefit of a Member to an Eligible Entity. *See also Rules 15 and 17.*
- (e) **Pension Interest and Pension Roll-backs:** A Member in receipt of a Pension Interest may Roll-back part or all of their Member Pension Interest to a Member Lump Sum Payment. The Roll-back amount may be satisfied by the transfer of Assets and Cash between the Member Pension Interest and the Member Accumulation Interest.
- (f) **Pension Interest and Pension Transfers:** A Member in receipt of a Pension Interest may direct the Trustee to transfer part or all of his/her Member Pension Interest to an Accumulation Interest or to another Eligible Entity to hold for the Member. The Trustee shall have sole discretion to determine which Assets of the Fund are to be applied for such purpose and the Market Value of the Assets of the Fund at such time.
- (g) **Pension Interest Changes:** The Trustee, at the request of a Member, has the power to convert a Pension Interest to an Auto-Reversionary Pension Interest and/or Conditional Pension Interest. Similarly, the Trustee, at the request of the Member, has the power to convert an Auto-Reversionary Pension Interest and/or Conditional Pension Interest to a Pension Interest. Changes may be made in any manner agreed by the Trustee and Member, including but not limited to oral resolution, written

resolution, agreement or deed. The changes will not, unless the Superannuation Laws prescribe, constitute a commutation of any Pension Interest. This Rule is to be read with Rules 12.11, 24, 25 and 29, where applicable.

- (h) **Compulsory Payments:** It is not compulsory for the Trustee to pay a Superannuation Benefit to a Member, Member's Dependants, or a Member's Legal Estate, unless the payment is required by the Superannuation Laws to be made. Notwithstanding, the Trustee must act reasonably and in good faith in assessing Payment Directions.
- (i) **Anti-Detriment Payment:** In the payment of a benefit from the Fund, the Trustee may include an amount equal to the Anti-Detriment Payment to an Eligible Person.

Warning: Changes to the Superannuation Laws may prohibit Anti-Detriment Payments. Seek specialist advice before making such a provision.

- (j) **Special Rules for Pension Interests:** The terms of an Auto-Reversionary Pension Interest and/or Conditional Pension Interest are Special Rules of the Fund. Accordingly, the terms thereof survive any variation to the Governing Rules, excepting where the terms of the relevant interest are referred to specifically and the parties to the Special Rules prescribe the variation and/or termination by further written instrument.

30. Special Rules for the payment of a Member's Superannuation Interests

- 30.1 **Outline:** Rule 30 outlines the Special Rules which may be settled by the Trustee and Members in respect to the payment of a Member's Superannuation Interests both during the lifetime of a Member and on their death. Rule 30 is to be read with the other Governing Rules of the Fund, but in particular with Rules 6, 19, 29, 38, and 39.
- 30.2 **SMSF Death Benefits:** When a Member dies the following Death Benefits (in respect to such of the Member's Superannuation Interests which are not subject to a valid Auto-Reversionary Pension Interest Agreement (*see Rule 35*), Conditional Pension Interest Agreement (*see Rule 36*)) or other Pension Interest Agreement which prescribes a reversionary term (*see Rule 37*)) are payable:
 - (a) if the Deceased Member died leaving a SMSF Will, then see Rule 31;
 - (b) if the Deceased Member died leaving a Binding Death Benefit Nomination which has not lapsed, then see Rule 32;
 - (c) if the Deceased Member died leaving a Non-Binding Death Benefit Nomination and/or a Binding Death Benefit Nomination which has lapsed, then see Rule 33;
 - (d) if the Deceased Member died and did not leave a SMSF Will, a Binding Death Benefit Nomination, or a Non-Binding Death Benefit Nomination, then see Rule 34.
- 30.3 **SMSF Death Benefit Special Rules:** Notwithstanding any other term of the Governing Rules, a SMSF Will and a Binding Death Benefit Nomination are known as a "SMSF Estate Planning Special Rule", and are not subject to amendment, variation or striking except where the SMSF Will and/or the Binding Death Benefit Nomination is amended, varied or struck under the respective terms of Rules 31 and/or 32. For clarity, a change to the Governing Rules of the Fund by future instrument, resolution or determination otherwise, is deemed to

incorporate the SMSF Estate Planning Special Rules. This Rule 30.3 is a further SMSF Estate Planning Special Rule, notwithstanding it is to the benefit and burden of all Members. This Rule may only be amended, varied or struck by specific reference hereto, and ratified in writing by the Trustee and Members of the Fund at such future time.

30.4 **Treatment of Auto-Reversionary Pension Interest Agreements, Conditional Pension Interest Agreements or other Pension Interests (including other Pension Interest Agreements):** When a Member dies the following terms shall apply in respect to the Auto-Reversionary Pension Interest Agreement, Conditional Pension Interests Agreements and/or any other Pension Interest Agreements incorporating a reversionary term settled by the Member during his/her lifetime:

- (a) if the Deceased Member died and part or whole of the Deceased Member's Superannuation Interest was subject to an Auto-Reversionary Pension Interest Agreement, then see Rule 35;
- (b) if the Deceased Member died and part or whole of the Deceased Member's Superannuation Interest was subject to a Conditional Pension Interest Agreement, then see Rule 36;
- (c) if the Deceased Member died part or whole of the Deceased Member's Superannuation Interest was subject to a Pension Interest Agreement incorporating a reversionary term (other than a Pension Interest shown in the preceding terms of Rule 30.4), then see Rule 37; and
- (d) if the Deceased Member died and part or whole of the Deceased Member's Superannuation Interest was subject to a Pension Interest Agreement without incorporating a reversionary term, then the Pension Interest Agreement shall be dealt with in accordance with the terms of Rule 30.2.

30.5 **Auto-Reversionary Pension Interest Agreement and Conditional Pension Interest Agreement Special Rules:** Notwithstanding any other term of the Rules, an Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement and Pension Interest Agreements with a reversionary term are known as SMSF Estate Planning Special Rules, and are not subject to amendment, variation or striking except where the Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or Pension Interest Agreement with a reversionary term is amended, varied or struck under the respective terms of Rules 35 and/or 36. For clarity, a change to the Governing Rules of the Fund by future instrument, resolution or determination otherwise, is deemed to incorporate the SMSF Estate Planning Special Rules. This Rule 30.5 is a further SMSF Estate Planning Special Rule, notwithstanding it is to the benefit and burden of all Members. This Rule may only be amended, varied or struck by specific reference hereto, and ratified in writing by the Trustee and Members of the Fund at such future time.

30.6 **Member's Alternate Decision-Maker:** The arrangements and terms referred to in this Rule 30 are to be read with the Governing Rules generally, including, in particular, Rules 6 and 12.11. If a Member becomes Mentally Incapacitated or dies, then Rule 6 shall apply in respect to the Member's Superannuation Interests.

30.7 **Recording of Determinations:** The Trustee and Member's Alternate Decision-Maker may, but shall be under no obligation to, record the reasoning for their determinations.

- 30.8 **Substantial Compliance:** Notwithstanding a defect in the execution or making of a SMSF Will, Binding Death Benefit Nomination, Non-Binding Death Benefit Nomination and/or Pension Interest Agreement, the Member's Alternate Decision-Maker may waive strict compliance and require the Trustee to recognise such Nomination notwithstanding the defective execution or form.
- 30.9 **Other SMSF Estate Planning Special Rules:** If a Member and Trustee agree in writing to the form of a Nomination as to Death Benefits or a Pension Interest Agreement in any format or arrangement which is other than a prescribed term shown in Rule 30 and/or the Governing Rules, then such other Nomination shall be read as a SMSF Estate Planning Special Rule in respect to such Member on the terms shown therein.

31. Protocol for settling and administering SMSF Wills

31.1 The SMSF Will

- (a) A SMSF Will is a written direction of the Member, which prescribes the binding terms of payment in respect to his/her Member Superannuation Interests following the Member's death. A SMSF Will is non-lapsing.
- (b) A SMSF Will may include any one or more of the directions read at Rule 39.3.
- (c) A SMSF Will shall be administered in accordance with the Alternate Decision-Maker and Trustee voting rights read at Rule 12.11.
- (d) A SMSF Will may only make direction in respect to such of the Member's Superannuation Interests which are not subject to a valid and binding Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement and/or Pension Interest Agreement with a reversionary term.
- (e) The Deceased Member's Alternate Decision-Maker shall have discretion as to the allocation of such of the Cash and/or Assets to the Member's Beneficiaries nominated in the SMSF Will, excepting that the Trustee (including the Deceased Member's Alternate Decision-Maker) has the power to decide which Cash and/or Assets of the Fund will be made available to the Deceased Member's Alternate Decision-Maker for such purposes.
- (f) Notwithstanding Rule 31.1(e), if Cash and/or Assets have been segregated to a Deceased Member's Superannuation Interests, then the segregated Cash and/or Assets shall be applied in whole or in part (as the case may) in satisfaction of the Deceased Member's Superannuation Interests for allocation by the Deceased Member's Alternate Decision-Maker in accordance with the terms of the SMSF Will.
- (g) The SMSF Will may prescribe for the segregation and/or acquisition of certain Fund Assets to quarantine to the benefit and burden of one or more beneficiaries nominated in a SMSF Will, excepting that this term is limited in so much as the Trustee may resolve to allocate different Fund Assets (excepting in circumstances shown in Rule 31.1(f)).
- (h) A Deceased Member's Alternate Decision-Maker does not have the authority, unless the SMSF Will prescribes, to change the Payment Directions in respect to the Member's Beneficiaries, excepting where the nominated Member's Beneficiary is not eligible under the Superannuation Laws to receive such payment (**Ineligible Pension Beneficiary** or **Ineligible Lump Sum Beneficiary**) or the Member's Beneficiary has

predeceased the Deceased Member and no alternate Payment Direction is incorporated in the SMSF Will for such circumstance.

- (i) A SMSF Will must be signed and dated by the Member, and witnessed and signed by not less than one Natural Person who is not a Member, Member's Relative and/or a Beneficiary in the SMSF Will.

Note: It is recommended that SMSF Will be signed by TWO Natural Persons who are not Members and/or Beneficiaries named in the SMSF Will. Per SMSFD 2008/3, section 59A of the SISA and SISR 6.17A do not apply to a SMSF – thus, a SMSF Will and/or any Nomination in respect to a Member's directions as to the payment of Death Benefits are not required to be witnessed by the Superannuation Laws by TWO Natural Persons. However, given the litigation risk of validating a Member's wishes, it is a best practice to have witness execution by TWO witnesses. Notwithstanding, the Governing Rule above shown only requires a single witness.

- (j) The Trustee may require the SMSF Will (and/or any variations thereof) to be deposited with the Trustee prior to the death of the Member; however, the Member may deliver the SMSF Will in a sealed envelope and require the Trustee to deposit the sealed envelope with a third party for safe custody until the Member's death.
- (k) If the Member fails to deliver the SMSF Will to the Trustee prior to the death of the Member, the SMSF Will shall not be invalid.
- (l) The Trustee may, but is not required to, provide written notice acknowledging the receipt of a SMSF Will.
- (m) The SMSF Will shall be deemed as received by the Trustee on one or more of the following:
 - (i) written acknowledgment by the Trustee:
 - (1) if the Trustee is constituted by two (2) or more Natural Person Trustees, then the written acknowledgment of not less than two Natural Person Trustees acting in such capacity shall be sufficient;
 - (2) if the Trustee is constituted as a Corporate Trustee, and there are two (2) or more directors, then the written acknowledgement of not less than two directors acting in such capacity shall be sufficient;
 - (3) if the Trustee is constituted as a single Natural Person (such as in the case of the single Natural Person being the Alternate Decision-Maker of a Member), then the acknowledgement of the single Natural Person shall be sufficient;
 - (4) if the Trustee is constituted as a Corporate Trustee, and there is only one (1) director, then the written acknowledgement of the one director acting in such capacity shall be sufficient;
 - (5) a "written acknowledgement" may be by way of confirmation written on a copy of the SMSF Will, or by email, by letter, by facsimile or such other instrument capable of the consent of the Natural Persons above acting in the matter;
 - (ii) return receipt by the Australian Postal Service confirming acceptance of an envelope containing the SMSF Will addressed to the Trustee at the address registered for the Trustee with the ATO; and/or

- (iii) the SMSF Will is recorded and/or stored in the books and records of the SMSF (including where reference to the storage of the SMSF Will is made in circumstances in which a Member requires the SMSF Will to be held in confidence by a third party until the Member's death or recall by the Member.
- (n) The Trustee may, but is not required to, offer advice (including by way of a SMSF Adviser) in respect to the making of a SMSF Will, including the risk and benefits thereof.

It is recommended that the Member incorporates his/her estate planning team, consisting of an accountant, financial planner and lawyer, each time a SMSF Will, Death Benefit Nomination, Last Will and/or EPOA is reviewed.

- (o) A SMSF Will takes primacy over a Binding Death Benefit Nomination and Non-Binding Death Benefit Nomination.
- (p) A Member shall revoke a SMSF Will by:
 - (i) making a later SMSF Will;
 - (ii) making a later Binding Death Benefit Nomination; and/or
 - (iii) delivering to the Trustee a written notice signed and dated by the Member and witnessed and signed by one Natural Person who is not a Member, Member's Relative and/or a Beneficiary nominated in the SMSF Will.

Note: A Member should complete either a SMSF Will or a Binding Death Benefit Nomination, but not both. The two instruments are essentially the same, except that the Fund prescribes the form of a Binding Death Benefit Nomination for Member convenience.

31.2 Interpretation and advice on SMSF Will: The Trustee may incur costs and engage an SMSF Adviser to provide advice on the drafting, execution, interpretation and/or administration of a Member's SMSF Will, and may debit such costs against the Member's Superannuation Interest (including a Deceased Member's Superannuation Interest), provided the Superannuation Laws and/or a Court does not otherwise determine the costs to be payable by an alternate party and/or the Fund.

31.3 Administration of the SMSF Will:

- (a) This Rule 31.3 shall be read with Rule 29.
- (b) The Trustee and Deceased Member's Alternate Decision-Maker may settle the payment of one or more amounts distributable under a SMSF Will by way of Cash, settlement of Pension Interest, continuation of a Pension Interest (if not otherwise subject to mandatory alternate terms), transfer of Benefits-in-Specie, in whole or in part, to the value of the amount (based on Market Value of the Asset) and/or such other benefit or payment as may be permitted by the Superannuation Laws for such purpose.
- (c) The Trustee and Deceased Member's Alternate Decision-Maker must take all reasonable steps as may be required to ensure the Payment Directions prescribed by the SMSF Will are settled within the timing requirements read in the Superannuation Laws, including but not limited to SISR 6.17A. However, in doing so, the Trustee shall not be obligated to do anything which would cause the Fund to lose Complying SMSF status or become insolvent. (*See also section 59(1A) of the SISA.*)

- (d) The Trustee may require a Member's Beneficiary, who is also an Eligible Pension Beneficiary, to become a Member in the Fund.
- (e) The Trustee may refuse to accept a Member's Beneficiary, regardless of whether the Person is otherwise an Eligible Pension Beneficiary, as a Member of the Fund, and request the Member's Beneficiary to provide a **Notice of Payment Direction**.
- (f) If a Payment Direction prescribed in the SMSF Will gives rise to a breach or potential breach of a Member's Beneficiary's Transfer Cap Balance (and/or such other capping criteria as may be prescribed by the Superannuation Laws) (and the Member's Beneficiary is an Eligible Pension Beneficiary), then the Trustee, Deceased Member's Alternate Decision-Maker and Member's Beneficiary shall work together expeditiously to arrange the affairs of the Member's Beneficiary and the Deceased's Member Superannuation Interests so as to limit or prevent a breach of the Member's Beneficiary's Transfer Cap Balance, and:
 - (i) where the Payment Direction cannot be effected without exceeding the Member's Beneficiary's Transfer Cap Balance, then the Payment Direction shall be amended *if requested by the Member's Beneficiary* to allow the Superannuation Interest (or such as is passing in accordance with the Payment Direction) to pass as a:
 - (I) Lump Sum to the Member's Beneficiary;
 - (II) Lump Sum or Pension Interest to one or more Eligible Pension Beneficiaries or Eligible Lump Sum Beneficiaries nominated by the Member's Beneficiary; or
 - (III) Lump Sum Payment to the Member's Legal Estate; and
 - (ii) any liability in respect to an Excess Transfer Balance Tax or other Excess Contribution Tax in respect to a payment to a Member's Beneficiary shall be the liability of the Member's Beneficiary.
- (g) If a Payment Direction prescribed in the SMSF Will cannot be effected because the Member's Beneficiary is an Ineligible Lump Sum Beneficiary and no alternate Payment Direction is made in the SMSF Will to deal with the circumstances, then such Payment Direction shall be void (**Quarantined Part**) and the Quarantined Part shall be dealt with as a Death Benefit for which no nomination is made in accordance with Rule 34.
- (h) The Deceased Member's Alternate Decision-Maker and the Trustee shall be under no obligation to record the reasoning for the payment of the Deceased Member's Superannuation Interests in accordance with this Rule 31.
- (i) The Trustee (including the Deceased Member's Alternate Decision-Maker) shall do all things reasonable in the administration of the SMSF Will and has the power, notwithstanding Rule 12.11 and the preceding terms of Rule 31, to determine:
 - (i) the timing as to when a payment is made;
 - (ii) the withholding of any tax on payments from a Deceased Member's Superannuation Interest;
 - (iii) the review and approval of any Conditions of Release of Benefits in respect to a Member's Beneficiary (for example, review and

determination of a Person as an Eligible Pension Beneficiary and/or an Eligible Lump Sum Beneficiary (whether or not such Person is determined to be a beneficiary by the Member's Alternate Decision-Maker)); and

- (iv) such other decisions which may otherwise result in the Fund losing its Complying SMSF status or becoming insolvent.

31.4 For clarity, Rule 31 is to be read with Rules 12.11 and 39.

31.5 Notwithstanding the terms of Rule 31, the Trustee and Members are at liberty to settle any other protocol or term by instrument in writing in respect to the establishment and/or making of a SMSF Will, including where such protocol or term is isolated to a single Member of the Fund.

32. Protocol for settling and administering a Binding Death Benefit Nomination

32.1 The Binding Death Benefit Nomination

- (a) A Binding Death Benefit Nomination is a written direction of the Member, which prescribes the binding terms of payment in respect to his/her Member Superannuation Interests. A Binding Death Benefit Nomination may be non-lapsing, terminable on the happening of an event, or terminable on the expiry of a term of years.
- (b) If the Member wishes to prescribe complex terms of successions, quarantining provisions, cascading arrangements and other complicated succession modelling, then a SMSF Will is intended to be a format that is drafted uniquely to suit. A Binding Death Benefit Nomination is intended to be simpler in its nature, although it too can incorporate the robust terms of a SMSF Will.
- (c) An approved format of a **Death Benefit Nomination** is shown at **Annexure C**; however, the Member may use an alternate form of a Binding Death Benefit Nomination.
- (d) A Binding Death Benefit Nomination may include any one or directions read at Rule 39.3.
- (e) A Binding Death Benefit Nomination shall be administered in accordance with the Alternate Decision-Maker and Trustee voting rights read at Rule 12.11.
- (f) A Binding Death Benefit Nomination may only make direction in respect to such of the Member's Superannuation Interests which are not subject to a valid and binding Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement and/or Pension Interest Agreement with a reversionary term.

It is recommended that the Member incorporates his/her estate planning team, consisting of an accountant, financial planner and lawyer, each time a SMSF Will, Death Benefit Nomination, Last Will and/or EPOA is reviewed.

- (g) A Binding Death Benefit Nomination takes primacy over a Non-Binding Death Benefit Nomination, but is subordinate to a Member's SMSF Will made simultaneously or after the making of a Binding Death Benefit Nomination.

Note: A Member should complete either a SMSF Will or a Binding Death Benefit Nomination, but not both. The two instruments are essentially the same, except that the Fund prescribes the form of a Binding Death Benefit Nomination for Member convenience.

- (h) A Member shall revoke a Binding Death Benefit Nomination by:
- (i) making a later SMSF Will;
 - (ii) making a later Binding Death Benefit Nomination; and/or
 - (iii) delivering to the Trustee a written notice signed and dated by the Member and witnessed and signed by one Natural Person who is not a Member and/or a Beneficiary nominated in the Binding Death Benefit Nomination; and
- (i) The Deceased Member's Alternate Decision-Maker and the Trustee shall be under no obligation to record the reasoning for the payment of the Deceased Member's Superannuation Interests in accordance with this Rule 32.

32.2 The terms of Rule 31 (excluding Rule 31.1(a), 31.1(o), 31.1(p)) are read and adopted in Rule 32, subject to the reference to "SMSF Will" being read as "Binding Death Benefit Nomination".

33. Protocol for settling and administering a Non-Binding Death Benefit Nomination and lapsed Binding Death Benefit Nomination

33.1 The Non-Binding Death Benefit Nomination

- (a) A Non-Binding Death Benefit Nomination is a written direction of the Member, whether witnessed or not, which prescribes the Member's non-binding wishes in respect to the payment of his/her Member Superannuation Interests following the Member's death.
- (b) A Binding Death Benefit Nomination which has lapsed shall be treated as Non-Binding Death Benefit Nomination.
- (c) An approved format of a **Death Benefit Nomination** is shown at **Annexure C**; however, the Trustee may prescribe and/or consent to alternate forms of a Non-Binding Death Benefit Nomination.
- (d) A Non-Binding Death Benefit Nomination may only make direction in respect to such of the Member's Superannuation Interests which are not subject to a valid and binding Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement and/or Pension Interest Agreement with a reversionary term.
- (e) A Non-Binding Death Benefit Nomination is secondary to a SMSF Will and/or Binding Death Benefit Nomination, whether or not the Non-Binding Death Benefit Nomination is made before or after a SMSF Will and/or Binding Death Benefit Nomination.
- (f) A Non-Binding Death Benefit Nomination does not revoke an earlier SMSF Will or earlier Binding Death Benefit Nomination, unless the Non-Binding Death Benefit Nomination specifically directs as such – in which case the Non-Binding Death Benefit Nomination must be witnessed and signed by one Natural Person who is not a Member, Member's Relative and/or a Beneficiary nominated in either the SMSF Will or the Binding Death Benefit Nomination.

- (g) The Trustee may require the Non-Binding Death Benefit Nomination (and/or any variations thereof) be deposited with the Trustee prior to the death of the Member; however, the Member may deliver the Non-Binding Death Benefit Nomination in a sealed envelope and require the Trustee to deposit the sealed envelope with a third party for safe custody until the Member's death.
- (h) The Trustee may, but is not required to, provide written notice acknowledging the receipt of a Non-Binding Death Benefit Nomination.
- (i) The Trustee may, but is not required to, offer advice (including by way of a SMSF Adviser) in respect to the making of a Non-Binding Death Benefit Nomination, including the risk and benefits thereof.
- (j) The Deceased Member's Alternate Decision-Maker may select one or more Persons to receive one or more Lump Sum Payments and/or Pension Interests. Such Persons are read as the Member's Beneficiary(ies) for purposes of Rule 33.3.
- (k) The Deceased Member's Alternate Decision-Maker may have regard to the Non-Binding Death Benefit Nomination, but has absolute discretion to select the Member's Beneficiaries, the percentage of the Deceased Member's Superannuation Interest payable to each of the Member's Beneficiaries and which Assets (including Cash) are to be paid to each of the Member's Beneficiaries in satisfaction thereof.
- (l) Notwithstanding Rule 33.1(k):
 - (i) the Trustee (including the Deceased Member's Alternate Decision-Maker) has the power to decide which Cash and/or Assets of the Fund will be made available to the Deceased Member's Alternate Decision-Maker for such purposes; and
 - (ii) if Cash and/or Assets have been segregated to a Deceased Member's Superannuation Interests, then the segregated Cash and/or Assets shall be applied in whole or in part (as the case may) in satisfaction of the Deceased Member's Superannuation Interests for allocation by the Deceased Member's Alternate Decision-Maker.

<p><i>Note: Such power is premised on the Trustee having reserved authority to select the Assets and Cash to be made available to Deceased Member's Alternate Decision-Maker.</i></p>

- (m) The Deceased Member's Alternate Decision-Maker and the Trustee shall be under no obligation to record the reasoning for the payment of the Deceased Member's Superannuation Interests in accordance with this Rule 33.
- (n) A Member shall revoke a Non-Binding Death Benefit Nomination by:
 - (i) making a later SMSF Will;
 - (ii) making a later Binding Death Benefit Nomination; and/or
 - (iii) delivering to the Trustee a written notice signed and dated by the Member.

33.2 Interpretation and advice on Non-Binding Death Benefit Nomination:
 The Trustee may incur costs and engage an SMSF Adviser to provide advice on the drafting, execution, interpretation and/or administration of a Member's Non-Binding Death Benefit Nomination, and may debit such costs against the Member's Superannuation Interest (including a Deceased Member's

Superannuation Interest), provided the Superannuation Laws and/or a Court does not otherwise determine the costs to be payable by an alternate party and/or Fund.

33.3 Administration of the Non-Binding Death Benefit Nomination

- (a) This Rule 33 shall be read with Rule 29.
- (b) The Trustee may settle the payment of one or more amounts distributable at the direction of the Member's Alternate Decision-Maker by way of Cash, settlement of a Pension Interest, continuation of a Pension Interest (if not otherwise subject to mandatory alternate terms), transfer of Benefits-in-Specie and/or such other benefits as may be payable for the purposes.
- (c) The Trustee must take all reasonable steps as may be required to ensure the Member's Alternate Decision-Maker's Payment Directions are settled within the timing requirements read in the Superannuation Laws, including but not limited to SISR 6.17A. However, in doing so, the Trustee shall not be obligated to do anything which would cause the Fund to lose Complying SMSF status or become insolvent. *(See also section 59(1A) of the SISA.)*
- (d) The Trustee may require a Member's Beneficiary who is an Eligible Pension Beneficiary to become a Member in the Fund.
- (e) The Trustee may refuse to accept a Member's Beneficiary as a Member of the Fund, and request the Member's Beneficiary to provide a **Notice of Payment Direction**.
- (f) If a Payment Direction prescribed by a resolution of the Member's Alternate Decision-Maker gives rise to a breach or potential breach of a Member's Beneficiary's Transfer Cap Balance (and/or such other capping criteria as may be prescribed by the Superannuation Laws), then the Trustee, Deceased Member's Alternate Decision-Maker and Member's Beneficiary shall work together expeditiously to arrange the affairs of the Member's Beneficiary and the Deceased's Member Superannuation Interests so as to limit or prevent a breach of the Member's Beneficiary's Transfer Cap Balance, and:
 - (i) where the Payment Direction cannot be effected without exceeding the Member's Beneficiary's Transfer Cap Balance, then the Payment Direction shall be amended **if requested by the Member's Beneficiary** to allow the Superannuation Interest (or such as is passing in accordance with the Payment Direction) to pass as a:
 - (I) Lump Sum to the Member's Beneficiary;
 - (II) Lump Sum or Pension Interest to one or more Eligible Pension Beneficiaries or Eligible Lump Sum Beneficiaries nominated by the Member's Beneficiary; or
 - (III) Lump Sum Payment to the Member's Legal Estate; and
 - (ii) any liability in respect to an Excess Transfer Balance Tax or other Excess Contribution Tax in respect to a payment to a Member's Beneficiary shall be the liability of the Member's Beneficiary.
- (g) If a Payment Direction resolved by the Member's Alternate Decision-Maker cannot be effected, such as where the Payment Direction is to a Person who does not qualify to receive the Payment (**Ineligible Income Beneficiary** and/or **Ineligible Lump Sum Beneficiary**), then such

Payment Direction shall be void (**Quarantined Part**). The Quarantined Part shall be subject to the further resolution of the Member's Alternate Decision-Maker.

- (h) The Trustee (including the Deceased Member's Alternate Decision-Maker) shall do all things reasonable in the distribution of the Member's Superannuation Interests in accordance with Rule 33, and has the power, notwithstanding Rule 12.11, to determine:
- (i) the timing as to when a payment is made;
 - (ii) the withholding of any tax on payments from a Deceased Member's Superannuation Interest;
 - (iii) the review and approval of any Conditions of Release of Benefits in respect to a Member's Beneficiary (*for example, review and determination of a Person as an Eligible Pension Beneficiary and/or an Eligible Lump Sum Beneficiary (whether or not such Person is determined to be a beneficiary by the Member's Alternate Decision-Maker)*); and
 - (iv) such other decisions which may otherwise result in the Fund losing its Complying SMSF status or becoming insolvent.

33.4 Rule 33 is to be read with Rules 12.11 and 39.

34. Protocol for discretionary powers of the Deceased Member's Alternate Decision-Maker and Trustee on death of Member

34.1 In the event a Deceased Member fails or refuses to leave a SMSF Will, Binding Death Benefit Nomination, Non-Binding Death Benefit Nomination, or one or more Payment Directions made by a Deceased Member in respect to his/her Member Superannuation Interest is invalid or ineffective, then the Deceased Member's Alternate Decision-Maker and the Trustee shall deal with the Deceased Member's Superannuation Interests in accordance with Rule 33.

35. Protocol for settling and administering an Auto-Reversionary Pension Interest

35.1 An Auto-Reversionary Pension Interest is a type of Pension Interest shown in the terms of an Auto-Reversionary Pension Interest Agreement which prescribes that upon the happening of an event shown in the Auto-Reversionary Pension Interest Agreement (**Auto-Reversionary Event**), the Pension Interest reverts automatically as a Pension Interest of a Person or Persons (including the Member's Legal Estate) nominated therein as Reversionary Beneficiaries and/or Successor Reversionary Beneficiaries.

35.2 A Member (**Originating Member**) may apply for an Auto-Reversionary Pension Interest in a **Notice of Payment Direction**, or any other written instrument agreed to by the Originating Member and the Trustee.

Warning: The Governing Rules allow an Originating Member to nominate an Auto-Reversionary Event which may not be limited to a Member's death. It is strongly recommended that SMSF specialist legal advice be taken if the Member contemplates settling an Auto-Reversionary Event on an event other than his/her death, as the Superannuation Laws may not allow such a term.

Further, whilst the Governing Rules allow the Member to impose conditions shown in Rule 35.3, the Superannuation Laws may prohibit one of more of the terms therein shown. Again, it is strongly recommended that SMSF specialist financial, accounting and legal advice be taken in the drawing of any succession planning instrument, including, but not limited to an Auto-Reversionary Pension Interest Agreement.

- 35.3 The terms of an Auto-Reversionary Pension Interest Agreement may include:
- (a) special commutation and/or payment terms in respect to the portability and/or treatment of the Auto-Reversionary Pension Interest on and after the death of the Originating Member;
 - (b) special terms allowing for the Reversionary term to be varied or struck in circumstances prescribed therein, or at other times by the Member (even if not incorporated in the terms);
 - (c) cascading provisions from a Reversionary Beneficiary, to a successor Reversionary Beneficiary (**Successor Reversionary Beneficiary**), if the Reversionary Beneficiary does not survive the Originating Member, to take on and following the death of a Reversionary Beneficiary, to take in substitution for the Reversionary Beneficiary if the Reversionary Beneficiary does not satisfy a condition contained therein, and such other terms as may be agreed between the Originating Member and Trustee;
 - (d) allowance for the Auto-Reversionary Pension Interest to be a non-reversionary Pension Interest, without commuting or rolling back the Pension Interest, and such other changes in respect to the Pension Interest as the Originating Member and Trustee agree;
 - (e) minimum and maximum payment rates during the lifetime of the Originating Member and/or during the lifetime of a Reversionary Beneficiary and/or Successor Reversionary Beneficiary;
 - (f) allowance for multiple Reversionary Beneficiaries and/or Successor Reversionary Beneficiaries, with separate and unique terms in respect to the payment and eligibility criteria of each;
 - (g) incorporation of appointment of a Guardian, to which the Trustee, Reversionary Beneficiaries and/or Successor Reversionary Beneficiaries are obligated or directed to consult on the terms shown therein;
 - (h) prescription for the segregation and/or acquisition of certain Fund Assets to quarantine to the benefit and burden of one or more parts of the Auto-Reversionary Pension Interest of one or more Reversionary Beneficiary and/or Successor Reversionary Beneficiary; and/or
 - (i) such other terms as agreed between the Member and Trustee, provided that:
 - (i) the Trustee (including any Trustee acting at a future point of time) shall be at liberty to apply the discretions and processes prescribed in the Governing Rules in respect to the determination of Earnings, allocation of Earnings, dealings with Reserve Accounts and other Fund Accounts, and otherwise reserving the right of the Trustee to Roll-over an Originating Member's, Reversionary Beneficiary's and/or Successor Reversionary Beneficiary's Superannuation Interests in the Fund to any other Eligible Roll-over Fund on the terms of the Governing Rules; and
 - (ii) the Trustee's costs in taking advice and dealing with the Auto-Reversionary Pension Interest Agreement may, at the Trustee's discretion, be charged to the Auto-Reversionary Pension Interest (including any part thereof where there is more than one Reversionary Beneficiary and/or Successor Reversionary Beneficiary, including but not limited to the expenses associated with delegation

of the administrative, recordkeeping, communication and management responsibilities associated therewith).

- 35.4 A Trustee shall not be obligated to accept a Payment Direction or accept to be bound to an Auto-Reversionary Pension Interest Agreement, on terms which:
- (a) breach, or if given effect would breach, the Superannuation Laws;
 - (b) threaten the Fund's Complying SMSF status or solvency;
 - (c) vary the Governing Rules and/or Special Rules (excepting Special Rules adopted by the Originating Member and/or the Originating Member and the Trustee (and/or any other party in respect to the Originating Member's Superannuation Interests));
 - (d) prescribe rights and/or entitlements which are greater than the rights and/or entitlements of the Member in the Fund (*for example: requires a payment of an amount which is greater than a Member's Superannuation Interests or requires a segregation of a Fund's Asset which is not segregated to the Member's Superannuation Interest at the commencement of the Auto-Reversionary Pension Interest Agreement*);
 - (e) prescribe rights and/or entitlements which are greater than the rights and/or entitlements of the Member in the Fund to the benefit of a Reversionary Beneficiary;
 - (f) prescribe terms which are ambiguous, uncertain or likely to result in the Fund being subject to legal proceedings – although the Trustee shall have the power to interpret and effect such terms nonetheless; and/or
 - (g) are unreasonable and/or unduly burdensome on the Trustee and the other Members of the Fund to effect.
- 35.5 The Auto-Reversionary Pension Interest Agreement shall be, once agreed, established in accordance with the protocols shown in Rule 29 and recorded in a written instrument signed by the Trustee and the Member, and the Member's signature must be witnessed by at least one Natural Person who is not a Trustee (being either a Natural Person Trustee or a Director of a Corporate Trustee), Reversionary Beneficiary, Member's Relative or other Member of the Fund.
- 35.6 An Auto-Reversionary Pension Interest Agreement is a Special Rule of the Fund which may only be amended, varied or struck with the written consent of the Trustee and Member (if alive) and/or Reversionary Beneficiary (subject to the terms of the Auto-Reversionary Pension Interest Agreement).
- 35.7 Upon the happening of the Auto-Reversionary Event (being the event upon which the Pension Interest is prescribed by the Originating Member to revert to the Reversionary Beneficiary) then:
- (a) the Trustee will give notice to the Reversionary Beneficiary (and each of them if more than one) of the Nomination of the Person as a Reversionary Beneficiary, and provide a **Notice of Payment Direction** for completion;
 - (b) the Reversionary Beneficiary(ies) must complete the Notice of Payment Direction and/or comply with the requests of the Trustee (including but not limited to the provision of evidence supporting the eligibility of the Reversionary Beneficiary(ies) as an Eligible Pension Beneficiary);
 - (c) the Trustee shall determine in its absolute discretion, on the disclosure provided by the Reversionary Beneficiary and having regard to the Superannuation Laws, whether the Reversionary Beneficiary is an Eligible

Pension Beneficiary, and communicate its decision to the Reversionary Beneficiary;

- (d) provided the Reversionary Beneficiary qualifies as an Eligible Pension Beneficiary, the Trustee shall comply with the terms of the Auto-Reversionary Pension Interest Agreement and the Notice of Payment Direction of the Reversionary Beneficiary, subject to the rights, discretions and obligations of the Trustee as otherwise shown in the Governing Rules;
- (e) if the Reversionary Beneficiary does not qualify as an Eligible Pension Beneficiary for the Auto-Reversionary Pension Interest on the happening of the Auto-Reversionary Event, then the Auto-Reversionary Pension Interest, or so much of it as was directed to be allocated on behalf of the Reversionary Beneficiary shall be paid as one or more Lump Sum Payments to the Reversionary Beneficiary provided the Reversionary Beneficiary qualifies as an Eligible Lump Sum Beneficiary, unless the Auto-Reversionary Pension Interest Agreement prescribes otherwise;
- (f) if a Reversionary Beneficiary refuses to take the Auto-Reversionary Pension Interest (whether as a Pension Interest or Lump Sum Payment, as the case may be) or the Reversionary Beneficiary is an Ineligible Lump Sum Beneficiary, and there is no alternate direction prescribed in the Auto-Reversionary Pension Interest Agreement then, in such circumstances, the Auto-Reversionary Pension Interest (or so much of it as has not been dealt with – the **Quarantined Part**), shall be dealt with as a Death Benefit in accordance with Rule 30.2; and
- (g) a reference to a Reversionary Beneficiary is also to a Successor Reversionary Beneficiary, where the term would otherwise apply in the circumstances.

36. Protocol for settling and administering a Conditional Pension Interest

- 36.1 A Conditional Pension Interest is a type of Pension Interest shown on the terms of a Conditional Pension Interest Agreement, which prescribes that upon the happening of an event (**Conditional Pension Triggering Event**), the Conditional Pension Interest is settled to the benefit of one or more Person or Persons nominated therein as Conditional Pension Interest Beneficiaries and/or Successor Conditional Pension Interest Beneficiaries.
- 36.2 A Conditional Pension Interest Agreement may be established as a consequence of a SMSF Will and/or Binding Death Benefit Nomination of a Member. (See *Rule 37.*)
- 36.3 The difference between an Auto-Reversionary Pension Interest and a Conditional Pension Interest is that the Conditional Pension Interest may be settled at a future date, whereas an Auto-Reversionary Pension Interest is settled at the date of the Auto-Reversionary Pension Interest Agreement, or as soon as reasonably possible thereafter.
- 36.4 The terms of Rule 35 are adopted in Rule 36, excepting that a reference to:
 - (a) Auto-Reversionary Event shall be read as the Conditional Pension Triggering Event;
 - (b) Auto-Reversionary Pension Interest shall be read as Conditional Pension Interest;
 - (c) Auto-Reversionary Pension Interest Agreement shall be read as Conditional Pension Interest Agreement; and

- (d) Reversionary Beneficiary shall be read as Conditional Pension Interest Beneficiary.

37. Protocol for settling and administering a Pension Interest (other than an Auto-Reversionary Pension Interest or a Conditional Pension Interest)

- 37.1 If a Pension Interest is other than an Auto-Reversionary Pension Interest or Conditional Pension Interest, the terms of any Pension Interest Agreement agreed to and shown in writing by the Trustee and Member shall be effected subject to the reservations and obligations of the parties shown in the Governing Rules, including the requirement that the Pension Interest Agreement is recorded in a written instrument signed by the Trustee and the Member, and the Member's signature is witnessed by at least one Natural Person who is not a Trustee (being either a Natural Person Trustee or a Director of a Corporate Trustee), Reversionary Beneficiary (if any), Member's Relative or other Member of the Fund.
- 37.2 A Pension Interest may be created in the terms of a Member's SMSF Will and/or Binding Death Benefit Nomination, provided:
- (a) If the Nomination is in respect to a continuation of an existing Pension Interest Agreement of the Member (whether or not the Pension Interest reference has an existing reversionary term), then no Trustee consent is required before the Member's death to be binding on the Fund;
 - (b) If the Nomination is to create a new Pension Interest on the Member's death from whole or part of the Member's Superannuation Interests, and the Member's Beneficiary(ies) are to have no conditions or restrictions imposed on cashing or commutation of the Pension Interest on the terms of the Nomination, then no Trustee consent is required before the Member's death to be binding on the Fund;
 - (c) If the Nomination is to create new Pension Interest on the Member's death from whole or part of the Member's Superannuation Interests, and the Member wishes to impose conditions on cashing or commutation of the Pension Interest (*such as where the Member intends to settle an Auto-Reversionary Pension Interest Agreement and/or Conditional Pension Interest Agreement within the Member's SMSF Will or Binding Death Benefit Nomination*), then the Member must have the Trustee written consent before the Member's death to be binding on the Fund. If Trustee consent is not given in respect to such a Nomination on the happening of the Member's death, then the Trustee may:
 - (i) accept in whole the terms shown in the SMSF Will and/or Binding Death Nomination; or
 - (ii) Roll-over the part of the Member's Superannuation Interest prescribed by the SMSF Will and/or Binding Death Benefit Nomination to an Eligibility Fund selected by the Nominated Beneficiary; or
 - (iii) establish a Pension Interest for the Nominated Beneficiary with no conditions and/or such of the conditions as the Trustee determines in its absolute discretion; or
 - (iv) pay the part of the Member's Superannuation Interest prescribed by the SMSF Will and/or Binding Death Benefit Nomination as a Lump Sum Payment to the Nominated Beneficiary.

This Rule recognises that a Member has liberty to impose conditions on the Trustee on the Member's death in respect to a Pension Interest settled as a consequence of the Member's SMSF Will and/or Binding Death Benefit Nomination. However, in fairness to the membership of the Fund, it is incumbent upon the Member who wishes to impose this burden, to seek the Trustee consent (which is in effect the consent of the membership) to such terms).

- 37.3 If a Pension Interest is established in accordance with Clause 37.2(c), the Member may include the terms prescribed in Rule 35.3. Notwithstanding, the terms shall only be binding on the Fund with the Trustee's written consent prior to the Member's death, which may be shown by any means reasonable in the circumstances. If the Member obtains Trustee consent, then the Member and Trustee will be deemed to have entered into a Conditional Pension Interest Agreement and the terms of Rule 36 shall apply.
- 37.4 If the Pension Interest Agreement (as settled between the Member and Trustee at settlement) nominates a Beneficiary (**Nominated Beneficiary**) on the death of the Member, then the Trustee shall have regard to such terms, and adopt the terms shown at Rule 35, excepting that a reference to:
- (a) Auto-Reversionary Event shall be read as the Member's death;
 - (b) Auto-Reversionary Pension Interest shall be read as Pension Interest;
 - (c) Auto-Reversionary Pension Interest Agreement shall be read as Pension Interest Agreement; and
 - (d) Reversionary Beneficiary shall be read as Nominated Beneficiary.

Part Ten – Alternate Decision-Making and Estate Planning

38. Lifetime Planning – the Member SMSF Living Will

- 38.1 A Member may make a SMSF Living Will to:
- (a) provide directions in respect to payments for:
 - (i) the Member's aged care expenses;
 - (ii) the Member's carers and other medical expenses;
 - (iii) the Member's Dependants;
 - (iv) the Member's ongoing financial liabilities (such as mortgages and other outgoings associated with the Member's personal Assets which do not form part of his/her Superannuation Interests); and
 - (v) any other amounts which the Member considers necessary to specifically require payment from the Member's Superannuation Interests (including allocations from any Reserve Accounts of the Fund).
 - (b) provide the Member's wishes in respect to the application of the Reserve Accounts of the Fund (if any); and

Note: Such a wish would not have binding effect on Trustee.

- (c) address any other special terms which the Member wishes to address in respect to his/her Superannuation Interests, the rights and obligations of a Corporate Trustee to act upon the Member becoming Mentally Incapacitated, and continuing until the Member is no longer Mentally Incapacitated.

- 38.2 A SMSF Living Will must be signed by the Member, and witnessed and signed by at least one Natural Persons who is not a Member, or a Member's Relative.
- 38.3 The Member must provide the SMSF Living Will to the Trustee as soon as reasonably possible after making the SMSF Living Will.
- 38.4 If the SMSF Living Will is not received by the Trustee by the happening of the Member becoming Mentally Incapacitated, the SMSF Living Will is not invalidated.
- 38.5 The Trustee must instruct the Member as to any term of the Member's SMSF Living Will which is incapable of taking effect, unlawful or otherwise determined by the Trustee to be impracticable and rejected, as soon as reasonable, but not later than 28 (twenty eight) days from receipt of the Member's SMSF Living Will by the Trustee. Any term which is not otherwise rejected shall be deemed a Special Rule of the Fund, and shall apply to the extent the application of terms does not compromise the solvency of the Fund or the interests of the Members as a whole, or otherwise breach the Superannuation Laws.
- 38.6 A Member's Alternate Decision-Maker may set aside or release the Trustee from its obligations under the SMSF Living Will, provided such authority to do so is given by the Member in the instrument appointing the Alternate Decision-Maker, or a Court of competent jurisdiction gives direction to this effect.

39. SMSF Estate Plan and SMSF Will

- 39.1 A Member may provide directions, binding or non-binding, to the Trustee in respect to his/her SMSF Estate Plan in accordance with the terms of this Rule 39.
- 39.2 A Member may request the Trustee to accept one or more of the following in the making of the Member's SMSF Estate Plan:
- (a) SMSF Will – subject to Rule 31;
 - (b) Non-Lapsing Binding Death Benefit Nomination – subject to Rule 32;
 - (c) Lapsing Binding Death Benefit Nomination – subject to Rule 32; and/or
 - (d) Non-Binding Death Benefit Nomination – subject to Rule 33.
- 39.3 Any of the documents referred to in Rule 39.2 may provide written direction to the Trustee as to:
- (a) the manner and form in which Death Benefits will be paid in the event of the Member's death to one or more Beneficiaries including as a Lump Sum, Pension Interest, or combination thereof, from the Member's Superannuation Interests;
 - (b) the Beneficiaries the Death Benefits are to be paid to, including the Member's Dependants, the Member's Legal Estate and/or such other Persons as are otherwise allowed to receive a Member's Death Benefits under the Superannuation Laws;
 - (c) the amount or amounts of the Death Benefit to be paid to one or more Beneficiaries in the event of a Member's death including the transfer of part or the whole of any Fund Asset in satisfaction of the payment of an amount of Death Benefit, provided that a Benefit In Specie shall only be binding to the extent the Fund Asset is segregated to the Member's Superannuation Interest;

- (d) the terms and conditions upon which a Person (Primary Beneficiary) is to receive a Death Benefit from the Member's Superannuation Interests in the form of a Lump Sum Payment, including but not limited to whether the Death Benefit (or part thereof) shall revert to another Person (Secondary Beneficiary) or the Legal Personal Representative of the Member's Estate in the event of the Primary Beneficiary's death, incapacity or the happening of a particular event or condition;
- (e) the terms and conditions upon which a Person (Primary Beneficiary) is to receive a Death Benefit from the Member's Superannuation Interests in the form of a Pension Interest, including but not limited to whether the Death Benefit (or part thereof) shall revert to another Person (Secondary Beneficiary) or the Legal Personal Representative of the Member's Estate in the event of the Primary Beneficiary's death, incapacity or the happening of a particular event or condition (*although for a Conditional Pension Interest to be binding in respect to the conditions aspect, the Trustee's written consent must be obtained before the death of the Member*);

Warning: Conditions imposed on reversionary benefits and/or attempts to cascade the payment of Death Benefits from one beneficiary to another should only be settled with the advice of a SMSF Specialist Lawyer. Such conditional and cascading provisions are untested in the Superannuation Laws, and may not be binding.

- (f) the terms and conditions regarding the payment of any Reserve Benefit to the Member's Dependants, Legal Personal Representative of the Member's Estate and/or such other Persons eligible to receive payment thereof under the Superannuation Laws;

Warning: Any such term or condition may only be expressed as a wish, insomuch as the intent is to bind the Trustee to allocate Reserves to a Member's Death Benefits upon his/her death.

- (g) the terms and conditions regarding the payment of any insurance proceeds payable on the life of the Member including a payment to an Anti-Detriment Reserve, the Deceased Member's Dependants, Legal Personal Representative of the Member's Legal Estate and/or such other Persons eligible to receive payment thereof under the Superannuation Laws;

Warning: The Superannuation Laws prohibit Anti-Detriment Payments from 1 July 2017.

- (h) the terms and conditions of appointment of an Alternate Decision-Maker(s) to act in the place of the Member in the event of the Member's death or Mental Incapacity;

Note: The Member is also directed to consider Section 17(A) of the SISA, and Governing Rules 4 and 5.

- (i) such further matters determined relevant in the provision of a SMSF Estate Plan for the Member's Superannuation Interests, obligations and rights in the Fund; and
- (j) for clarity, where a reference is to a singular Person in this Rule, the reference may be read to Persons, and the terms may include multiple cascades and alternatives.

39.4 Rule 40 is to be read with Rule 30.

39.5 The Trustee must accept a Member's SMSF Will and/or Binding Death Benefit Nomination, and:

- (a) the Trustee shall be under no obligation to interpret or determine if a Member's SMSF Will and/or Binding Death Benefit Nomination nominates one or more Persons ineligible to receive Death Benefits under the Superannuation Laws, or imposes terms of payment which contravene the Superannuation Laws, until the Member's death;

Note: The Superannuation Laws allow a Member to nominate the Member's Spouse, Member's de facto Spouse, Member's Child (any age), Persons in an Interdependency Relationship with the Member, or a Person who is financially dependent on the Member to receive the Member's Death Benefits. If the Member nominates their best friend, who does not qualify under one of these categories, the Nomination to the best friend is invalid under the Superannuation Laws and the Trustee cannot give effect to the Nomination.

- (b) if the Trustee seeks advice and/or the Trustee determines that one or more of the Persons nominated as Beneficiaries are ineligible to receive a Death Benefit (whether as an Income Beneficiary or Lump Sum Beneficiary), then the Trustee must accept the relevant Nomination, and may (but is not required to) advise the Member in writing of the Trustee's determination; and

Note: The category of Persons qualifying as being in an Interdependency Relationship with the Member can change with time, accordingly a Person may be ineligible at one point in time, but later qualify because of changes in circumstances in the Member's life.

- (c) the Member's SMSF Will and/or Binding Death Benefit Nomination (as the case may be) shall become a Special Rule of the Fund in respect to the payment of the Member's Death Benefits, and shall be amended, varied and/or revoked only with the written consent of the Member (except to the extent the Trustee and/or Alternate Decision-Maker cannot give effect to the SMSF Will and/or Binding Death Benefit Nomination following the death of the Member for a reason shown in the Governing Rules and/or Superannuation Laws).

39.6 The Trustee may, but is not required to, give notice to the Member in writing of its acceptance and receipt of the relevant Nomination. A failure of the Trustee to give a notice in writing does not invalidate the relevant Nomination.

39.7 The Trustee may at the request of the Member create any further Special Rules, in respect to the Member's SMSF Wills and/or Binding Death Benefit Nominations.

39.8 The Trustee may accept a Non-Binding Death Benefit Nomination from a Member; however, the Trustee (and the nominating Member's Alternate Decision-Maker) is not bound by the terms of a Non-Binding Death Benefit Nomination of a Member.

39.9 For clarity, the Trustee and Member's Alternate Decision-Maker are not bound by the terms of the following:

- (a) Member's Binding Death Benefit Nomination, if the Nomination lapsed at or before the Member's death); or
- (b) Member's Non-Binding Death Benefit Nomination.

Part Eleven – Taxes

40. Taxes and Excess Contributions Tax

40.1 The Trustee must pay all duties, charges, fees and Taxes relating to the Fund's Assets, Earnings, Contributions, or on any other Taxable consequence in accordance with the Superannuation Laws.

- 40.2 The Trustee is not personally liable for any taxation liability assessed to the Fund, nor is any Member, unless the Superannuation Laws require.
- 40.3 The Trustee must have regard to the Superannuation Laws as to which Account, Earnings, Reserve Account or Superannuation Interest, tax is deducted from, whether in whole or part.
- 40.4 Where the Trustee receives an Excess Contributions Tax Release Authority on behalf of a Member, the Trustee is to give effect to the conditions, requirements and terms of the Excess Contributions Tax Release Authority. This must be in the time specified and simultaneously ensure that any other Trustee compliance or other requirements for a Complying SMSF in respect of the Excess Contributions Tax Release Authority are met in accordance with the Superannuation Laws.
- 40.5 Subject to the Superannuation Laws, the Trustee may receive tax refunds and has the sole discretion as to which Superannuation Interest or Reserve Account to add any tax refund irrespective of the source of the tax refund.
- 40.6 Subject to the Superannuation Laws, the Trustee may make a Tax Adjustment Payment deduction to a Superannuation Interest where the Trustee is of the opinion that a Superannuation Interest has benefited from the use of a tax benefit sourced from another Superannuation Interest; however, it is not mandatory for the Trustee to do so.

Part Twelve – Winding Up

41. Winding up the Fund

- 41.1 The Trustee shall wind up the Fund in the following circumstances:
- (a) on the death of the last remaining Member, and the Alternate Decision-Maker or the Corporate Trustee determines that the Fund is to be wound up;
 - (b) the Regulator or any other Person or body authorised to wind up the Fund, orders that the Fund is to be wound up;
 - (c) the Superannuation Laws are amended such that the Fund can no longer remain a Complying SMSF and the Members agree to wind up the Fund;
 - (d) the Trustee resolves the Fund is to be wound up by Trustee Special Resolution; and/or
 - (e) the Members resolve that the Fund is to be wound up by Member Special Resolution.
- 41.2 Where the last surviving Member dies, the Member's Alternate Decision-Maker must, prior to making any Death Benefit payments on behalf of the Deceased Member, distribute any surplus Assets or monies in Fund Reserve Accounts.
- 41.3 The Trustee in winding up the Fund shall pay any Taxes, General Expenses, Specific Expenses, Superannuation Benefits and any other amounts or disbursements to ensure that the Fund has no outstanding liabilities prior to paying out any distribution under Rule 41.4.
- 41.4 Following the payment of all amounts under Rule 41.3, to the extent of any remaining Assets, Cash and/or Reserve Accounts, the Trustee may distribute such Assets, Cash and/or Reserve Accounts, subject to the Superannuation Laws, to:

- (a) Members and former Members of the Fund;
- (b) Relatives of any Member or former Member;
- (c) Legal Personal Representative of the Estate of a Deceased Member or a deceased former Member; and/or
- (d) any other entity or any trust of a Charitable Institution of a public benevolent, sporting, animal or political nature as the Trustee determines.

Part Thirteen – Amendments and Change of Name

42. Changing the Fund’s Governing Rules

42.1 The Trustee may at any time by Trustee Ordinary Resolution, reduced to writing, vary, change, delete from, add to or otherwise amend any or all of the Governing Rules (excepting any Governing Rules which are irrevocable) which shall be deemed adopted and incorporated in any variation of the Governing Rules, provided the following conditions are satisfied:

- (a) any variation, change, deletion, addition or amendment to the Governing Rules shall strictly adhere to the Superannuation Laws;
- (b) if the Trustee has resolved a Special Rule of the Fund, the Special Rule shall be deemed adopted and incorporated in any amended Governing Rules, unless the Special Rule has been revoked previously by the Trustee;
- (c) if a Special Rule of the Fund has been determined by way of a SMSF Living Will, SMSF Will, Binding Death Benefit Nomination (whether lapsing or non-lapsing) and/or Pension Interest Agreement, then the Special Rule shall be deemed adopted and incorporated in any amended Governing Rules, unless otherwise specifically recorded in writing by the Trustee and Member (being the Member which made the Special Rule);
- (d) if a Special Rule of the Fund is not otherwise referred to in the preceding terms of Rule 42.1, then the Special Rule shall be deemed adopted and incorporated in any amended Governing Rules, unless otherwise specifically recorded by the Trustee and other parties to the Special Rule.

For example, if a property has been segregated to the Member Superannuation Interests of Bob and May, then a modification of the Special Rule must be made by the Trustee, Bob and May specifically to cause a variation of the Special Rule. Otherwise, the Special Rule is deemed incorporated.

- (e) any variation, change, deletion, addition or amendment to the Governing Rules shall not detrimentally affect a Member’s Superannuation Interests;
- (f) any variation, change, deletion or amendment to the Governing Rules shall not result in a resettlement of the Fund (if determined to be a trust at law) nor a capital gains tax event unless the Superannuation Laws require; and
- (g) if the Fund has a defined benefit pension in existence pre-2004, a loan arrangement pre-1985, or any other Rule that advantages the Members of the Fund, but which would be lost or diminished if the new Governing Rules were applied, then any variation of the Governing Rules is not to vary such Governing Rules that advantage a Member and shall be deemed to be adopted and incorporated in the amended Governing Rules.

42.2 Subject to Rule 42.1, the Trustee may adopt a protocol allowing for the automatic annual upgrades of the Governing Rules (with the resolution applicable for a fixed number of years, or indefinitely for the term of the Fund),

by Trustee Ordinary Resolution, which upgrades may address changes to the Superannuation Laws and any other matters considered appropriate by the relevant SMSF Advisers assisting the Trustee from time to time (if any), in accordance with the following:

- (a) **Annual upgrade with Signature:** The Trustee may receive, from a subscription service offered by the relevant SMSF Advisers to the Trustee, an instrument having the effect of a variation of the Fund's Governing Rules, which instrument the Trustee may execute by analogue or electronic signature, and copy to the Members at such reasonable time thereafter, the effect of which is that the Governing Rules are thereafter varied on the date of execution by the Trustee;
- (b) **Auto-upgrade:** The Trustee may apply for a subscription service through a relevant SMSF Adviser, which publishes varied Governing Rules in any reasonable manner considered by the Trustee, provided that the Trustee ensures the Members have access to the Governing Rules; and/or
- (c) **Upgrade by alternative means:** The Trustee may undertake with its SMSF Adviser such other reasonable mechanism for complying with its legal obligations to maintain the Governing Rules at a standard required by the Superannuation Laws, provided such mechanism is resolved by the Members (with the resolution applicable for a fixed number of years, or indefinitely for the term of the Fund).

42.3 Notwithstanding Rule 42.2, and the adoption of any auto-upgrade or variation protocol, the terms and conditions shown at Rule 42.1 are imposed as an irrevocable burden on such protocol.

43. Changing the Fund's Name

- 43.1 The Trustee may at any time change the Fund's name provided the Regulator is informed, if required, under the Superannuation Laws.
- 43.2 Any change in Fund name may be made by the Trustee by way Trustee Ordinary Resolution.

Part Fourteen – Delivery, Electronic Transactions Authority, Effective Date and Execution

44. Notice

- 44.1 Any notice of communication to or by a party:
 - (a) may be given by personal service, post, facsimile or email;
 - (b) must be in writing (including in a manner shown in the ETA), legible and in English addressed to the parties;
 - (c) in the case of a corporation, must be signed by an officer or under the common seal of the corporation;
 - (d) is deemed to be given by the sender and received by the addressee:
 - (i) if delivered in person, when delivered to the address;
 - (ii) if posted, 2 (two) business days (or 6 (six) business days, if addressed outside Australia) after the date of posting to the addressee whether delivered or not;

- (iii) if sent by facsimile transmission, on the date shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this Rule; or
- (iv) if sent by email, on receipt of a reply email from the addressee confirming that the email has been delivered.

45. Electronic Transactions Authority

- 45.1 A SMSF's Governing Rules are often, but are not required to be, settled and/or varied by a deed. Section 10(1) of the SISA defines a deed as an instrument having the effect of a deed.
- 45.2 The Trustee and Members ratify the execution of this Deed by electronic signature, and adopt expressly the terms of the *Electronic Transactions Act 1999 (Cth)* (**ETA**), notwithstanding any contrary legal precedent or term of any State-based legislation dealing with electronic transactions.

Warning: State-based legislation may prohibit the Trustee and Members from contracting out of execution standards requiring deeds to be wet signed (as opposed to executed by electronic signature). Whilst execution of deeds by wet signature is strongly recommended, execution in States which prohibit execution of deeds by wet signature should not be conducted by electronic transaction.

- 45.3 The Trustee and Members confirm that the Governing Rules shall be deemed as settled on the date shown as the effective date of this Deed, notwithstanding any validation called upon by a non-party to this Deed (*for example, a bank, Government authority, etc.*).
- 45.4 The Trustee and Members consent to the exchange of any and all information and documents (including, but not limited to, minutes, resolutions, Nominations, variation of the Governing Rules and/or such other instruments produced or producible in respect to the operation, administration and conduct of the Fund) in respect to the Fund by electronic means, and the execution of any and all documents (including deeds) by electronic signature of the relevant parties (subject to limitations imposed by State-based legislation), excepting where expressly provided otherwise in the terms of the Governing Rules.
- 45.5 Except where parties are not at liberty to contract or consent to a matter being conducted in accordance with the ETA, or any applicable State electronic transactions legislation, the Trustee, Members, advisers and other parties may rely on the terms of the ETA and any applicable State electronic transactions legislation in the conduct of communications by the relevant parties in respect to the administration and conduct of the Fund.

46. Effective Date

- 46.1 If there is a discrepancy between the dates of execution of the parties and a date shown as the Commencement Date, the Governing Rules shall be deemed to be effective from the date upon which the last of the parties to the Deed executes.

47. Execution and General

- 47.1 The Deed may be executed in counter-parts, which counter-parts taken together shall constitute the Deed.
- 47.2 A defective execution by one or more party does not invalidate the settlement of the Fund on the Effective Date. In the event of a defective execution, the party

executing defectively can either over-sign their original signature (and where a witness is referred to, the same or different witness can over-sign the witness signature), the parties can enter into a deed of ratification, or any other instrument which shows the party's consent to be bound.

- 47.3 If one or more Governing Rules or terms shown in the Deed are deemed unlawful, then the relevant Governing Rules or terms shall be deemed to be severed, with the balance of the Deed continued on its terms.
- 47.4 If a capitalised term is not specifically defined in the Definitions section of the Deed, then the capitalised term has the meaning given in the Superannuation Laws.
- 47.5 If a term shown in the Deed is not capitalised, the term is to be interpreted in accordance with its ordinary meaning, and where relevant, by the meaning given in the Superannuation Laws.

Part Fifteen – Definitions and Interpretation

48. Definitions

- 48.1 If a word is capitalised in the Governing Rules but not shown in Rule 48, the word shall be read in accordance with the definition prescribed under the Superannuation Laws.
- 48.2 Words shown in italics (other than legislative references) are not to be deemed as Rules. Words shown in italics, including boxed content, are for commentary or illustrative purposes only.
- 48.3 The following Definitions shall apply in the interpretation of the terms of the Deed:

Accounts means those Accounts, including trust Accounts established by the Trustee for the Fund, a Member's Superannuation Interest or Interests, a group of Members' Superannuation Interests, a Reserve Account and any other account of the Fund.

Accounts Based Pension means a Pension Interest which is subject to SISR 1.03(1), 1.06(1), 1.06(9A) and 1.06(9B), and which cannot be transferred to any other Person except a Reversionary Beneficiary, the capital and income are not available for borrowing purposes (including offered as collateral for a borrowing arrangement, hedging or other finance term), the capital cannot be increased by way of Roll-over or Contributions (following commencement), and minimum payments (in terms of amount and frequency) must be made annually in accordance with the Superannuation Laws.

Accumulation Interest means is that part of a Member's Superannuation Interest which is not a Pension Interest, or supporting a Pension Interest.

Actuary has the meaning given in the Superannuation Laws, and includes a practising member of the Institute of Actuaries of Australia.

Administrative Powers has the meaning read at Rule 12.6.

Allocated Pension has the meaning given in the Superannuation Laws.

Alternate Decision-Maker means a Person or Persons nominated to act as the Legal Personal Representative of a Member in accordance with Rule 6.

Alternate Decision-Maker Nomination has the meaning given in Rule 6, and includes the approved form shown at **Annexure A**.

Anti-Detriment Payments are payments made by the Trustee, whether from Reserve, Earnings of the Fund or life insurance proceeds for the purpose of ensuring that the Dependants or Legal Estate of the Deceased Member are put in the same financial position in terms of Death Benefits that they would have been if no taxes had been levied on the contributions of the Deceased Member. In determining the Anti-Detriment amount, the Trustee may have regard to any formula used by the Regulator to calculate the amount, and/or an audit or accounting method based on actual Accounts of the Fund.

Warning: Anti-Detriment Payments are not permitted from and following 1 July 2017 as a consequence of changes to the Superannuation Laws.

Anti-Detriment Reserve includes a Reserve established by the Trustee under the Governing Rules for the purpose of making Anti-Detriment Payments in respect of Deceased Members of the Fund. Such amounts may be accrued in the Anti-Detriment Reserve to make Anti-Detriment Payments to the Deceased Member's Dependants or Legal Estate, and may be determined by an Actuary.

Warning: Anti-Detriment Payments are not permitted from and following 1 July 2017 as a consequence of changes to the Superannuation Laws.

Asset includes, but is not limited to real, personal or intellectual property, shares, futures, collectables, businesses or business interests, any Assets or property transferred or contributed to the Fund plus income, earnings and profits arising from those Assets or property interests as well as any other Asset that a Complying SMSF may lawfully hold, but excludes Cash. Asset includes part of an Asset or a fractional interest in an Asset.

Associate has the meaning read at section 12 of the SISA.

Auditor is an Auditor authorised under the Superannuation Laws or by the Regulator to be an Auditor of a SMSF.

Australian Superannuation Fund a Superannuation Fund as contemplated in the SISA, including but not limited to section 42 of the SISA, and is settled, situated and/or subject to management and control in Australia.

Authorised Contribution includes a contribution of Cash, Contribution-in-Specie, Contribution-in-Kind (including a Fund expense payment or the forgiveness of a debt), made to the Fund by any Person (including, a Member, Member's family, Member's Employer and/or any other Person authorised by the Superannuation Laws to make a Contribution on behalf of another) where the Trustee is satisfied that the Contribution has met the requirements for making a Contribution under the Superannuation Laws and that the acceptance of the Contribution by the Trustee of the Fund will not result in the Trustee breaching the Superannuation Laws. An Authorised Contribution does not include an allocation from a Reserve Account for the benefit of a Member.

Authority to Release Information is a written direction from a party authorising the release of information about a Member's Superannuation Interests to another party.

ARPIA means the Auto-Reversionary Pension Interest Agreement, SMSF Will and/or Binding Death Benefit Nomination in which a Member settles an arrangement which prescribes the reversion of the Member's Pension Interest upon his/her death to one or more Reversionary Beneficiaries.

Auto-Reversionary Event means the event upon which a Pension Interest reverts to an Reversionary Beneficiary.

Auto-Reversionary Pension Interest includes a Pension Interest or Pension where a Person or Persons (the **Reversionary Beneficiary**) is nominated in an Auto-Reversionary Pension Interest Agreement, SMSF Will or Binding Death Benefit Nomination (collectively, the **ARPIA**) as the recipient of the Member's Pension Interest (**Original Beneficiary**), upon the death of the Original Beneficiary. The Auto-Reversionary Interest is subject to the Conditions of Release of Benefits and Payment Standards of the Superannuation Laws.

Auto-Reversionary Pension Interest Agreement has the same meaning as ARPIA.

Bare Trust means a trust established by the Trustee or some other party which holds an Asset on Bare Trust for the Trustee of the Fund. The trustee of the Bare Trust is to hold any Asset of the Fund for the absolute entitlement of the Trustee of the Fund. A Bare Trust are most often used, but are not limited to, limited recourse lending arrangements made pursuant to sections 67, 67A and 67B of SISA. A Bare Trust is also known as a Holding Trust.

Benefit means an amount of Cash, Benefit-in-Kind, and Benefit-in-Specie made in satisfaction of a Payment Direction, Trustee resolution or as a consequence of a Payment Direction or determination of the Trustee, in respect to a Member's Superannuation Interests

Benefit-in-Kind means a deemed benefit (other than a Benefit-in-Specie and/or payment of Cash) provided to or on behalf of a Member, Member's Dependant(s), or Member's Legal Estate.

Benefit-in-Specie means a transfer, in whole or in part, of an Asset of the Fund (other than a Benefit-in-Kind and/or payment of Cash) paid to a Member, Member's Dependant(s), Member's Legal Estate or otherwise as a consequence of a Payment Direction or determination of the Trustee, in respect to a Member's Superannuation Interests.

Binding Death Benefit Nomination means a set of instructions made by a Member in respect to the payment of the Member's Superannuation Interests upon the Member's death which are intended to bind the Trustee and Member's Alternate Decision-Maker in the payment of the Member's Superannuation Interests on death. The Nomination may be lapsing or non-lapsing. The Nomination must be signed by at least ONE Natural Person who is not a Member, Member's Relative, Trustee (including a Director of a Corporate Trustee) or a Beneficiary nominated in the Binding Death Benefit Nomination. Refer also to Rules 32.1 and 39.

Calling Member is as defined at Clause 14.1.

Calling Trustee is as defined at Clause 4.4(a).

Cash includes any currency, cheque, promissory note and any amount held by the Trustee in a bank account, cash management trust, deposit account or similar account where Cash may be held on deposit for the Trustee, and includes foreign currency and digital currency (for example, BitCoin).

CGT Contributions Cap is the limit prescribed by the Superannuation Laws which a Member of a Superannuation Fund may contribute as a CGT relief transfer amount.

Child in relation to a Person, includes an adopted Child, a step-Child or an ex-nuptial Child of the Person or any other Person as defined under the Superannuation Laws, except that a Member may, by way of his/her SMSF Will,

Binding Death Benefit Nomination or Pension Interest Agreements, vary the definition in respect to the payment of his/her Superannuation Interests.

Child Pension Interest has the meaning given in the Superannuation Laws.

Company includes any entity incorporated pursuant to *Corporations Act 2001 (Cth)* or the Superannuation Laws (as applicable).

Compassionate Grounds includes those grounds listed under the Superannuation Laws authorising the Trustee, subject to direction by the Regulator, to pay a Lump Sum Payment to Members based on Compassionate Grounds.

Complying SMSF means a Superannuation Fund which meets both the definition of a SMSF and the conditions of a complying Superannuation Fund under the Superannuation Laws or as otherwise determined by the Regulator.

Concessional Contributions are those Contributions and allocations defined as Concessional Contributions in the Superannuation Laws.

Concessional Contributions Cap has the meaning given in the Superannuation Laws.

Conditional Pension Interest means a Pension Interest which is settled by a Member by way of a Conditional Pension Interest Agreement, or within the Member's SMSF Will or Binding Death Benefit Nomination (collectively, **CPIA**) and prescribes conditions upon which the Pension Interest reverts and is paid. A Conditional Pension Interest is subject to the Conditions of Release of Benefits and Payment Standards of the Superannuation Laws.

Condition Pension Triggering Event is as defined at Rule 36.1.

Conditions of Release of Benefits includes those Conditions of Release of Superannuation Benefits in the Superannuation Laws and in particular Schedule 1 of the SISR.

Contributing Member is a Member of the Fund who contributes to the Fund on behalf of himself or herself, the Member's Spouse or another Member of the Fund.

Contribution includes a payment, Contribution-in-Kind, Contribution-in-Specie, and/or receipt of any other money or Asset permitted by the Superannuation Laws to be received as Contribution of a Member, but does not include an allocation from a Reserve Account on behalf of a Member. *See also SISR 7.04.*

Contribution Declaration means a written confirmation of a Member as to the Member's qualification to make a Contribution to the Fund.

Contribution-in-Kind includes a deemed Contribution of a Member, or on behalf of a Member for purposes of SISR 7.04. The value of the Contribution shall be based on the Market Value of the deemed Contribution.

For example, Bob lends money to the SMSF and forgives the loan by way of an assignment to Jane, then the value of the discharged loan would be a Contribution-in-Kind of Jane to the Fund. Careful consideration needs to be had as to whether a Contribution-in-Kind is permitted by the Superannuation Laws.

Contribution-in-Specie includes a transfer, in whole or in part, of an Asset as a Contribution of a Member, whether made by the Member or a Contributor on behalf of a member, transfer and/or Asset acquired is permitted by the

Superannuation Laws. The value of the Contribution shall be based on the Market Value of the deemed Contribution.

Contributions Cap has the meaning given in Superannuation Laws.

Contributions Reserve includes a Reserve Account in which unvested Contributions are made on behalf of a Member or a specific group of Members. Any allocation to a Contributions Reserve is required to be allocated to a Member within 28 (twenty-eight) days after the month in which the contribution is placed into the Contributions Reserve.

Contributions Splitting Notice is a Notice provided to the Trustee by a Member requesting an amount to be allocated, Rolled-over and/or transferred as a Transfer Superannuation Interest to a Member's Spouse from the Member's Superannuation Interests.

Contributor includes a Member, Member's Associates, Member's Employer and/or any other Person who makes a Contribution for or on behalf of a Member, Member's Spouse and/or Member's Dependants to the Fund, provided the terms are compliant with the Superannuation Laws.

Corporate Trustee is any Trustee of the Fund which is a constitutional corporation, including a Company constituted for the purposes of acting as a Trustee of a SMSF under the Superannuation Laws.

Court includes any properly constituted Court, tribunal or jurisdictional forum situated in Australia whether at a Federal or State level including both criminal and civil Courts, tribunals and administrative forums vested with authority to decide a matter.

CPIA means the Conditional Pension Interest Agreement, SMSF Will and/or Binding Death Benefit Nomination in which a Member settles an arrangement which prescribes the reversion of the Member's Pension Interest upon an event described by the Member to one or more Reversionary Beneficiaries on conditions and terms prescribed therein.

Custodian includes a Person or Persons which holds an Asset or Cash on behalf of the Trustee as Bare Trustee (*see also **Bare Trust***).

Death Benefit includes a payment, including a Benefit-in-Specie, Benefit-in-Kind and/or distribution of Cash of a Member's Superannuation Interest, and may be as a consequence of a term of a SMSF Will, Binding Death Benefit Nomination, Deceased Member's Alternate Decision-Maker discretion, Pension Interest Agreement and/or or any other mechanism permitted by the Superannuation Laws. A valid reversion in respect to a Pension Interest Agreement is not a Death Benefit.

Death Benefit Rule is a Special Rule of the Fund settled by a Member in respect to the payment of the Member's Superannuation Interest as a Death Benefit on terms contained in a Binding Death Benefit Nomination and/or SMSF Will. The Death Benefit Rule may only be revoked on terms contained therein and shall not be invalidated or revoked by an updating of the Governing Rules by auto-upgrade or subsequent instrument updating the Governing Rules except if separately resolved and recorded in writing by Trustee and relevant Member.

Default Nominated Fund has the meaning given at Rule 15.2(c)(ii), and includes any Eligible Entity which a Member may nominate for the purposes shown in such Rule.

Delivery or **delivered** includes any reasonable means of providing communication by parties on a matter, and includes, but is not limited to the provision of email (including attachments) direction, hand delivery, delivery to an address of a party, and dispatch as authorised under Division 3 of the *Electronic Transactions Act 1999 (Cth)* (**ETA**).

Dependant includes a Member's Spouse, Member's Child, Person in an Interdependency Relationship with a Member, Person who is financially dependent on the Member, and any other Person the Superannuation Laws define as a Dependant of a Member.

Disbursement Powers has the meaning given in Rule 12.7.

Disqualified Person means a Member who is a Disqualified Person for purposes of section 120 of the SISA and includes a Member who:

- (a) has been convicted of an offence against or arising out of a law of the Commonwealth, a State, a Territory, or a foreign country, being an offence in respect to dishonest conduct;
- (b) is subject to a civil penalty order made in relation to the Disqualified Person, in accordance with Parts 20 or 21 of the SISA;
- (c) is insolvent or an undischarged bankrupt;
- (d) is disqualified based on a reason read at section 120(c) of the SISA; or
- (e) such other basis of disqualification imposed from time to time by the Superannuation Laws.

Earnings is the amount determined by the Trustee as Earnings of the Fund, Earnings of a specific Member Superannuation Interest or group of Members' Superannuation Interests, a Reserve Account or any other account, whatever the case may be for a period of time, and may include negative Earnings.

Effective Date means the date upon which this Deed is deemed to have taken effect, and is taken for this purpose to be the date upon which the last of the parties executes the Deed and does not include a date upon which a party later remedies a defective execution.

Eligible Entity includes any Superannuation Fund, including but not limited to a Complying SMSF, retail Superannuation Fund, wholesale Superannuation Fund, industry Superannuation Fund, Small APRA Fund, Eligible Roll-over Fund, Retirement savings account, Foreign Superannuation Fund and any and all other funds and/or arrangements which are permitted to accept a Member's Superannuation Interests in accordance with the Superannuation Laws.

Eligible Lump Sum Beneficiary means a Person who qualifies as a Dependant of a Member as the term is read in the SISA.

Eligible Pension Beneficiary means a Person who qualifies as a Death Benefits Dependant of a Member as the term is defined in the *Income Tax Assessment Act 1997 (Cth)*.

Eligible Roll-over Fund see Eligible Entity.

Employer Contribution Notification is a written notification from the Trustee as to the Complying SMSF status and contact details of the Trustee.

Employer Roll-over Superannuation Interest includes, subject to the Superannuation Laws and the Fund retaining its Complying SMSF status, a Roll-over of a Lump Sum Payment to the Fund for benefit of the Member as a consequence of the Member terminating employment with an employer.

EPOA means an Enduring Power of Attorney made in accordance with the laws of the State of residence of the Member at the date of making.

Estate includes Legal Estate.

ETA means *Electronic Transactions Act 1999 (Cth)*, and such of the following as may be applicable for the purposes: *Electronic Transactions Act 2000 (NSW)*, *Electronic Transactions (Victoria) Act 2000 (VIC)*, *Electronic Transactions (Queensland) Act 2001 (QLD)*, *Electronic Transactions Act 2000 (SA)*, *Electronic Transactions Act 2011 (WA)*, *Electronic Transactions Act 2000 (TAS)*, *Electronic Transactions Act 2001 (ACT)* and *Electronic Transactions (Northern Territory) Act (NT)*.

Excess Contribution has the meaning given in the Superannuation Laws.

Excess Contributions Tax includes an amount assessed by the Regulator for a period as being excessive in terms of Non-Concessional Contributions and/or Concessional Contributions in relation to a Member under the Superannuation Laws.

Excess Contributions Tax Release Authority is an authority issued by the Regulator under the Superannuation Laws for the payment of Excess Concessional Contributions Tax and/or Excess Non-Concessional Contributions Tax.

Excess Transfer Balance Tax has the meaning given in the Superannuation Laws.

Excluded Person means a Person, Persons or classification of Persons excluded from being considered to receive a Member's Superannuation Benefits, as determined in accordance with the Governing Rules.

Family Law Payment Splitting Notice is a notice issued to the Trustee of the Fund under the Superannuation Laws requiring the Trustee to split a Member's Superannuation Interest with the Member's Spouse or ex-Spouse.

Foreign Superannuation Fund means a Superannuation Fund that is not an Australian Superannuation Fund.

Fund means this Fund established and maintained as a Complying SMSF, which Fund may be settled by deed or other instrument having the effect of a deed, and includes a trust, fund, scheme or such other arrangement as allowed under the Superannuation Laws. Notwithstanding, the Trustee may resolve to change the Fund to a Small APRA Fund, in accordance with the Governing Rules.

Fund Assets means all money and Assets, Contributions (including Contributions-In-Kind and Contributions-In-Specie), net Earnings and such other accumulations and accretions as the Superannuation Laws allow to be held by a Complying Superannuation Fund.

Further Payment Direction is as defined at Rule 29.3(k).

Gainfully Employed means employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment.

General Expenses include expenses incurred by the Trustee of the Fund in relation to the day-to-day operations of the Fund, as well as those expenses the Trustee declares are General Expenses.

Governing Rules include the Governing Rules herein and include any addition, variation, change or amendment provided the addition, variation, change or amendment meets the relevant Rule requirements, and includes a Special Rule. Governing Rules also include any written or unwritten rules applied by the Trustee of the Fund in relation to the operation and management of the

Fund.

Government includes the Australian Federal Government, the various State and Territory Governments of the States and Territories of Australia, Local Councils and any other legally convened Government, including, but not limited to a foreign Government.

Holding Trust means Bare Trust.

Incapacity includes Temporary Incapacity, Permanent Incapacity and Terminal Medical Condition, and such other terms of legal incapacity as the terms are read in the Superannuation Laws for the relevant purposes.

Incapacity Superannuation Benefits include those Superannuation Benefits authorised under the Superannuation Laws or the Regulator to be paid to a Member, Member's Dependents, Member's Legal Estate or other Person in the event of a Member's Incapacity.

Income Stream see definition for **Pension Interest**.

Income Year is any year commencing 1 July and ending 30 June unless otherwise allowed by the Regulator.

Ineligible Lump Sum Beneficiary means a Person who is not an Eligible Lump Sum Beneficiary.

Ineligible Pension Beneficiary means a Person who is not an Eligible Pension Beneficiary.

Initial Trustee is the first trustee or later trustees of the Fund.

Insurance Strategy includes a plan established by the Trustee of the Fund to provide insurance cover for the Trustee in the event of any Member's death, Temporary Incapacity, Permanent Incapacity or for any other reason. An Insurance Strategy forms part of the Fund's Investment Strategy.

Interdependency Relationship has the meaning given in the SISA.

Investment Powers has the meaning read at Rule 12.4.

Investment Reserve includes a Reserve which may be established by the Trustee for the purposes of smoothing investment returns amongst Member Superannuation Interests, allocating investment returns to specific Member Superannuation Interests and allocating to other Reserves of the Fund where the Superannuation Laws allow.

Investment Strategy includes a written document formulating the investment objectives, plans of investment for one or more Accounts, Reserves and/or Member Superannuation Interests. The document may include an Insurance Strategy. The Investment Strategy also should have regard to all relevant circumstances associated with the Fund including, but not limited to:

- (a) the risk involved in making, retaining and realising Fund investments. Such decisions are determined by the prospective return from the Fund's or Member's investments having regard to the investment objectives of the Fund and the expected cash flow requirements of the Trustee;
- (b) the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the Fund being exposed to risks from inadequate diversification;
- (c) the liquidity of the Fund's investments considering its expected cash flow requirements; and
- (d) the ability of the Fund to discharge its existing and future liabilities.

Legal Estate includes, subject to the Superannuation Laws and the Fund retaining its Complying SMSF status, a trust established or created under a trust deed, Last Will, Bare Trust, Settlement Instruments, EPOA, by way of Court order or in any other way for the purpose of holding a Member's Assets, in the event that a Member lacks legal capacity or dies. Where reference is to a Member's Legal Estate, then the reference is to the Legal Personal Representative of the Member's Legal Estate howsoever constituted.

Legal Personal Representative means:

- (a) the Person, Persons, or any combination thereof, appointed as Executor of a Member's Legal Estate;
- (b) the Person, Persons, or any combination thereof, appointed as Administrator of a Member's Legal Estate;
- (c) the Person, Persons, or any combination thereof, appointed as Attorney (under a duly executed General Power of Attorney, made in accordance with the laws of the State of residence of the Member at the date of making) for a mentally competent Member;
- (d) the Person, Persons, or any combination thereof, appointed as Attorney (under a duly executed EPOA, made in accordance with the laws of the State of residence of the Member at the date of making) for a Mentally Incapacitated Member;
- (e) the Person, Persons, or any combination thereof, appointed as administrator of a Member by a Court having jurisdiction over the matter, for a Mentally Incapacitated Member;
- (f) the Person, Persons, or any combination thereof, appointed as Legal Personal Representative by or for a Member, whether as a consequence of a Nomination in a testamentary instrument or by order of a Court having jurisdiction over the matter for a Deceased Member; and
- (g) such Person, Persons, or any combination thereof, the Superannuation Laws prescribe to be a Member's Alternate Decision-Maker and includes, for purposes of Governing Rules 4, 5 and 6, the Person or Persons nominated in an Alternate Decision-Maker Nomination.

Note: An Alternate Decision-Maker Nomination does not invalidate an EPOA, order of a Court or appointment in a Last Will of a Legal Personal Representative. An Alternate Decision-Maker Nomination is an instrument which can be used by the Fund to ensure transparency and limit legal disputes over the appointment of Person or Persons acting in substitution for a Member. In effect, the Alternate Decision-Maker Nomination is a system which allows the Members to record their Nominations of Legal Personal Representative in the Fund records.

Legal Personal Representative of the Member's Estate see Legal Personal Representative.

Limited Power of Attorney means the powers read in the Governing Rules for one or more Persons to act for another Person, and does not have the scope of a General Power of Attorney or EPOA.

LRBA means a limited recourse borrowing arrangement as defined in the Superannuation Laws.

Lump Sum Payment means a payment made in Cash, Benefit-In-Kind and/or Benefit-in-Specie, whether or not paid to a Member, Member's Legal Estate or otherwise from a Member's Superannuation Interests, including but not limited to a payment following the commutation of a Pension Interest.

Mandatory Transfer Event means any one or more of the following:

- (a) a Member becoming a bankrupt person;
- (b) a Member committing fraud in his/her capacity as Trustee or Director of a corporate Trustee;
- (c) a Member being convicted of a crime, subject to imprisonment;
- (d) a member being convicted of a crime of dishonesty;
- (e) a Member acting with wanton disregard or gross negligence in any aspect of the Fund, including but not limited to refusing to comply with Special Member Conditions, Special Member Disclosure and/or otherwise compromising the Fund's Complying SMSF status, solvency or the interest of the other Members in the Fund; and
- (f) such other term as the Superannuation Laws prescribe as a condition upon which a Member must cease being a Member of a Complying SMSF;

however, the Trustee is not obligated to transfer a Member's Superannuation Interests upon the happening of a Mandatory Transfer Event, unless the Superannuation Laws otherwise require.

Market Value has the meaning read in the Superannuation Laws.

Member is a Person who has been accepted as a Member of the Fund and has accepted to act as Trustee (if constituted by Natural Persons) or Director of a Corporate Trustee, and has complied and continues to comply with its obligations under the Governing Rules. A Member does not have to have a balance in the Member's Accumulation Account. A reference to Member includes a Member's Alternate Decision-Maker acting for a Mentally Incapacitated Member.

Member Accumulation Interest includes a Member's Superannuation Interest which is not a Member's Pension Interest.

Member Meeting is a meeting of the Members as required by the Governing Rules and the Superannuation Laws, conducted by any reasonable method (including but not limited to in person, by internet (including, but not limited to, Skype, Zoom or such other conferencing platforms available on the internet) and/or telephone) in which matters regarding the Fund are discussed.

Member Ordinary Resolution means a vote cast in favour by not less than 51% (fifty one percent) of the Member votes available to be cast in a Member Meeting.

Member Pension Interest includes a Member Superannuation Interest established by the Trustee under the Governing Rules for the purpose of paying a Pension Interest, whether the payment is commenced immediately or upon the happening of a condition at a later date. A Member Pension Interest remains in force, provided that there is an Account balance of \$1 or more. See also definition for **Pension Interest**.

Member Pension Interest Roll-back means the commutation in whole or part of a Member Pension Interest in the Fund and the subsequent transfer to a Member Accumulation Interest in the Fund.

Member Release Authority is a request howsoever given by a Member to the Trustee in respect to the release of Contributions and/or Earnings in excess of the Member's Contributions Cap, or for any other reason prescribed by the Superannuation Laws.

Member SMSF Living Will includes a formal or informal set of directions made by a Member to benefit a Member, the Member's Dependants and/or Member's Legal Estate from and/or following a Member being Mentally

Incapacitated.

Member SMSF Will includes a formal set of directions made by a Member dealing with the Member's Superannuation Interests on and following the Member's death. The SMSF Will must be signed and dated by the Member and witnessed by at least ONE Natural Person who is not a Member, Member's Relative, Trustee (including Director of a Corporate Trustee) or Beneficiary nominated in the SMSF Will.

Member Special Resolution means a vote cast in favour by not less than 75% (seventy five percent) of the Member votes available to be cast in a Member Meeting.

Member's Beneficiary includes a Person nominated in a Member's SMSF Will, Binding Death Benefit Nomination, Non-Binding Death Benefit Nomination, Pension Interest Agreements, Member's Dependants and Member's Legal Estate. A Member's Beneficiary must also qualify as an Eligible Income Beneficiary and/or Eligible Lump Sum Beneficiary to receive the benefit of a nomination of the Member's Superannuation Interest, notwithstanding being named as a Member's Beneficiary.

Member's Dependant means an Eligible Income Beneficiary and/or Eligible Lump Sum Beneficiary (as applicable).

Membership Warranties has the meaning read at Rule 13.13.

Mentally Incapacitated means a state of mental health whereby a Member lacks sufficient mental capacity to understand the nature and effect of the Member's decisions in respect to a matter.

Mentally Incapacitated Member means a Member who is suffering a legal incapacity by virtue of age, a state of mental health whereby a Member lacks sufficient mental capacity to understand the nature and effect of the Member's decisions in respect to a matter or bankruptcy.

Minor Member means a Member who is a Natural Person of less than 18 (eighteen) years of age.

Natural Person means a human being.

Nominated Beneficiary is as defined at Rule 37.4.

Nomination includes Nomination made under a Binding Death Benefit Nomination, SMSF Will, Pension Interest Agreement, or otherwise in respect to the payment of a Member's Superannuation Interests.

Nomination of Default Superannuation Fund is a written nomination by a Member of an Eligible Entity to which the Member's Superannuation Interests may be transferred by the Trustee on the happening of a Mandatory Transfer Event happening in respect to Member.

Non-Binding Death Benefit Nomination is a Nomination made by a Member in relation to the distribution of the Member's Superannuation Interests in the event of Member's death, other than a Nomination made in a Binding Death Benefit Nomination or SMSF Will.

Non-Concessional Contributions are those Contributions defined as Non-Concessional Contributions in the Superannuation Laws.

Non-Contributing Member is a Member of the Fund who is other than a Contributing Member.

Non-Lapsing Binding Death Benefit Nomination is a Binding Death Benefit Nomination which does not have a lapsing event, and continues until

revoked by the Member and is subject to the Conditions of Release of Benefits and Payment Standards of the Superannuation Laws.

Notice of Payment Direction is a written direction made by a party in respect to the payment of a Member's Superannuation Interest, whether during the lifetime of the Member or after the death of the Member.

Notice of Intent to Claim or Vary a Deduction is a written direction by a party in respect to a Contribution to the Fund.

Originating Member is as defined at Rule 35.2.

Overseas Pension or **Revenue Authority** includes any non-Australian tax, revenue, pension, superannuation, Retirement or other Government or semi-Government authority that has powers, either directly, indirectly or by delegation in setting, maintaining or establishing rules, terms or conditions in relation to the transfer and payment of any pension, Retirement or superannuation or their equivalent benefits to this Fund including QROPS benefits.

Pay includes credit, distribute, set-off, Benefit-in-Kind, Benefit-in-Specie, or otherwise where a thing or benefit is transferred from one Person to another Person.

Payment Direction is as defined at Rule 29.1(b).

Payment Standards has the meaning given under Part 6 of the SISR.

Pension see **Pension Interest**.

Pension Interest includes a series of periodical payments made by the Trustee for the benefit of a Member and/or Member's Dependants, which may or may not be on commutable terms, may or may not have reversionary terms, may or may not have a residual capital value, and includes, but is not limited to the following:

- (a) any Pension Interest upon terms and conditions which comply with SISR 1.06(1) including the requirement that the Pension Interest cannot be added to by way of capital;
- (b) a lifetime complying pension (SISR 1.06(2));
- (c) an Accounts Based Pension;
- (d) an Allocated Pension (SISR 1.06(4));
- (e) a market-linked pension (SISR 1.06(8));
- (f) a fixed-term complying pension (SISR 1.06(7));
- (g) a non-commutable life pension (SISR Schedule 1 – Item 108);
- (h) a non-commutable Allocated Pension (SISR 6.01(2));
- (i) a Transition to Retirement Income Stream (SISR 6.01(2));
- (j) a non-commutable pension (SISR 6.01(2));
- (k) a Temporary Incapacity Pension Interest– non-commutable Income Stream (SISR 6.01(2));
- (l) an Assets Test Exempt Pension within the meaning of that term under the *Social Security Act 1991 (Cth)* including, but not limited to sections 9A, 9B and 9BA;
- (m) a Child Pension Interest;

- (n) an annuity benefit (SISR 1.05) (For clarity, annuity benefit may be read where reference to Pension Interest is given in the Governing Rules); and
- (o) any other pension or Superannuation Income Stream under the Superannuation Laws (see generally SISR 1.06).

Pension Reserve includes a Reserve established by the Trustee for the following purposes:

- (a) to pay any Pension Interest or Pension liability of the Trustee of the Fund whether by way of a payment of an amount or Asset to a Member Pension Interest or directly to a Member with a Pension Interest, such payment in satisfaction in whole or part of the Trustee's Pension Interest liabilities in respect of that Member Pension Interest;
- (b) to be used to commence a new Pension Interest where a Pension Interest Superannuation Member has commuted a Pension Interest;
- (c) to pay a Death Benefit where a Member holding a Pension Interest has died; and/or
- (d) such other payments as the Superannuation Laws allow in respect of Pension Interests.

Permanent Incapacity is any condition that the Trustee determines amounts to Permanent Incapacity including in relation to a Member, ill-health (whether physical or mental) which the Trustee is reasonably satisfied that the Member is unlikely, because of the ill-health, to engage in gainful employment for which the Member is reasonably qualified by education, training or experience.

Person means any Natural Person, body corporate, Government entity or other legal structure or entity of any kind.

Personal Transfer Balance Cap has the meaning given in the Superannuation Laws.

Preservation Age has the meaning given in the Superannuation Laws.

Preservation Status has the meaning given in the Superannuation Laws in respect to a Member Superannuation Interest, or part thereof.

Professional includes a Person authorised and if required licensed under the Superannuation Laws to provide advice, audit services, administration services or any other services to the Trustee of a SMSF, including a lawyer, accountant, financial planner or a SMSF Professional.

Proportionate Voting Rule is the voting mechanism whereby each Member, for purposes of Members Meetings, or Natural Person Trustees or Directors of a Corporate Trustee conduct voting based on the proportionate value of the Superannuation Interests represented by the Member (whether acting at Meetings, Natural Person Trustee or Director of a Corporate Trustee – and includes an Alternate Decision-Maker standing in the shoes of the Member) in the Total Superannuation Interests of the Fund. Reserve Account balances are not counted for the Proportionate Voting Rule.

For example, applying the Proportionate Voting Rule, if Member A's Superannuation Interest is equal to \$700,000, and Member B's Superannuation Interest is equal to \$300,000, and Member C's Superannuation Interest is equal to \$100,000 – then - Member A on membership matters, carries 70% of the vote, Member B carries 30% of the vote and Member C carries 10% of the vote. Similarly, on Trustee matters and/or Directorship matters in respect to the Corporate Trustee, Member A carries 70% of the vote, Member B carries 30% of the vote and Member C carries 10% of the vote.

Quarantined Part means that part of a Member's Superannuation Interest which cannot be paid in a direction given in a Member's SMSF Will, Binding Death Benefit Nomination, Pension Interest Agreement and/or which has no binding payment direction by the Member in respect thereof.

Regular Release Authority is a notice howsoever given by the Regulator requiring a payment of a Member Superannuation Interest, or part thereof, including but not limited to an **Excess Contributions Tax Release Authority**.

Regulated Superannuation Fund is a Superannuation Fund, including a SMSF which has elected to become a Regulated Superannuation Fund under the Superannuation Laws.

Regulator is the Commissioner of Taxation, APRA, the Australian Securities Investment Commission or any other Governmental body that has jurisdiction for regulating the Superannuation Laws as it applies to circumstances of the Fund.

Related Party or **Related Parties** means a Person defined as a Related Party under the Superannuation Laws.

Relative includes, in relation to an individual, the following:

- (a) A parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted Child of that individual or of his/her Spouse; and
- (b) Spouse of an individual or of any other individual specified in the preceding subpart;

except where Relative is given a specific meaning under Rule 19.

Replacement Asset has the meaning read in the Superannuation Laws.

Reserve Account includes, subject to the Superannuation Laws and the Fund retaining its Complying SMSF status, an account created by the Trustee of the Fund with surplus Assets or from Earnings of the Fund. A Reserve Account may include an Anti-Detriment Reserve (*Warning: Anti-Detriment Reserve may be invalid from and following 1 July 2017*), a Contributions Reserve, a Pensions Reserve, a Self-Insurance Reserve and/or an Investment Reserve. The Reserve Account may be established for any purpose permitted by the Superannuation Laws, including but not limited to the funding of a Pension (including a current or future Pension), to fund a Death Benefit, to fund a Lump Sum payment, to accumulate amounts from Earnings to cushion market fluctuations and assist in liquidity, and to fund Specific or General Expenses.

Reserve Benefit means benefits including Superannuation Benefits paid or payable directly by the Trustee of the Fund from a Reserve Account to a Member, former Member, their Legal Estate, a Deceased Member's Dependant or any other Person allowed under the Superannuation Laws.

Retirement and **Retired** includes where a Member who has reached Preservation Age and no longer intends to work again, and includes further:

- (a) where a Member is over Preservation Age and the Trustee is satisfied that the Member will never again be engaged in part-time or full-time gainful employment;
- (b) where a Member is over age 60 years of age and an arrangement under which the Member is Gainfully Employed has come to an end on or after that age or the Trustee is satisfied that the Member will never again be engaged in part-time or full-time gainful employment; and

(c) such other occasion allowed under the Superannuation Laws.

Reversionary Beneficiary is a Person nominated as beneficiary of a Pension Interest on the happening of an event nominated in a Conditional Pension Interest Agreement, Auto-Reversionary Pension Interest Agreement or otherwise in respect to a Pension Interest, on the death of the Member to which the Pension Interest is payable.

Roll-back includes the transfer of part or all of a Member Pension Interest to an Accumulation Interest in the Fund established for the Roll-back Member's benefit.

Roll-over means paid as a Lump Sum Payment (other than by way of being transferred) between Superannuation Funds within the superannuation system including an Employer Roll-over Superannuation Interest where the Superannuation Laws allow.

Roll-over Superannuation Interest includes the payment of a Lump Sum Payment, a Pension Interest or any other Superannuation Benefits or Superannuation Interests between Superannuation Fund allowed under the Superannuation Laws.

RSE Licensee is a Trustee or other party that has been issued a license by the Regulator of non-SMSFs under the Superannuation Laws.

Segregation Powers has the meaning read at Rule 12.8.

Self-Insurance Reserve Account includes, subject to the Superannuation Laws and the Fund retaining its Complying SMSF status, a Reserve Account established by the Trustee under the Governing Rules to provide Superannuation Benefits for Members in the event of their Temporary Incapacity, Permanent Incapacity or for any other reason as well as the payment of Superannuation Benefits to a Member's Dependents or the Member's Legal Estate.

Note: If the Fund did not have self-insurance implanted at 20 July 2014, the Fund cannot offer self-insurance unless the Superannuation Laws allow.

Self-Managed Superannuation Fund and **SMSF** is a Superannuation Fund which meets all of the terms and conditions of a Self-Managed Superannuation Fund as the term is defined under the Superannuation Laws.

Settlement Instruments means the contract, agreement, deed and/or minutes which settle an arrangement, obligation or show the commitment of parties to a thing, matter or act.

Severe Financial Hardship is financial hardship that the Trustee is of the opinion is severe and includes conditions as described under the Superannuation Laws for Severe Financial Hardship.

Signed or Signature means the giving of a person's intention in respect to information communicated by any reasonable means, including a mark, wet mark or by electronic communication (including digital signature) as described in section 10 of the ETA.

Single Acquirable Asset has the meaning given in the Superannuation Laws.

SISA is the *Superannuation Industry (Supervision) Act 1993 (Cth)*.

SISR is the *Superannuation Industry (Supervision) Regulations 1994 (Cth)*.

SMSF Adviser is a Person who is recognised by a Professional association, educational institution or the Regulator as a specialist in providing advice to Trustees or other Professionals on the Superannuation Laws as they apply to a SMSF.

SMSF Contractor may be, but does not necessarily have to be, a Member of the Fund, and includes a Person who performs services for the Fund which are other than services in respect to acting as a Trustee or Director of a Corporate Trustee, and on arm's length and commercial terms.

SMSF Living Will see **Member SMSF Living Will**.

SMSF Will see **Member SMSF Will**.

Special Member Disclosure has the meaning shown at Rule 13.10.

Special Membership Conditions has the meaning shown at Rule 13.11.

Special Rule means:

- (a) a term or circumstance referred to in the Governing Rules (included in this Deed or in any further amendments or variations to the Governing Rules from time to time) as a Special Rule, which term or circumstance is deemed irrevocable, unless a written declaration striking or amending the term is made by the Trustee;
- (b) a term of administration or dealing in respect to any aspect of the Fund determined by the Trustee to be irrevocable, unless a written declaration striking or amending the term is made by the Trustee;
- (c) a Binding Death Benefit Nomination, SMSF Will, Alternate Decision-Maker Nomination settled by a Member in accordance with the Governing Rules, which is irrevocable except on the terms thereof, unless a written declaration striking or amending the Nomination is made by the Member;
- (d) a limitation of membership, segregation of an Asset, or other specific term under which the Trustee undertook or seeks to undertake a dealing resulting in concessional treatment under any State Duties Act which term is deemed irrevocable, unless a written declaration striking or amending the term is made by the Trustee and any relevant Members to which the benefit of the concessional treatment may apply (if any); and
- (e) such other term, Nomination or limitation deemed by the Trustee or Member as a Special Rule howsoever recorded.

For clarity, a Special Rule is not modified by an update, auto-upgrade or variation of the Governing Rules, unless the Specific Rule is specifically referred with particularity in such update, auto-upgrade or variation.

Specific Expenses means expenses incurred by the Trustee of the Fund that the Trustee is of the view relate directly to a Member Superannuation Interest, as well as those expenses the Trustee declares to be a Specific Expense.

Spouse has the meaning read at section 90MD of the *Family Law Act 1975 (Cth)*.

Successor Reversionary Beneficiary is as defined at Rule 35.3(c).

Superannuation Benefit includes a payment, the transfer of an Asset or a Payment-in-Kind, whether by way of a Lump Sum Payment or a Pension Interest from the Fund to a Member, Member's Dependant, Member's Beneficiary, Member's Legal Estate and/or other Person(s) authorised under the Superannuation Laws allow.

Superannuation Fund includes a provident, Retirement, welfare or benefit fund both within and outside Australia and for the sake of removing any doubt - the Fund.

Superannuation Interest is any interest in a Superannuation Fund created

under the Superannuation Laws and the Governing Rules including but not limited to a Member Accumulation Interest, a Member Pension Interest and a Reserve Account.

Superannuation Interest Entitlement is the amount determined by the Trustee, at any particular time that is the amount, which if paid in either Cash or Assets of the Fund, would discharge the Trustee's liability in relation to the particular Superannuation Interest.

Superannuation Laws mean the *Commonwealth of Australia Constitution Act 1900*, *Superannuation Industry (Supervision) Act 1993 (Cth)*, *Income Tax Assessment Act 1936 (Cth)*, *Income Tax Assessment Act 1997 (Cth)*, *Corporations Act 2001 (Cth)*, *Social Security Act 1991 (Cth)*, *Veterans' Entitlements Act 1986 (Cth)*, *Family Law Act 1975 (Cth)*, *Bankruptcy Act 1966 (Cth)*, *Superannuation (Departing Australia Superannuation Payments Tax) Act 2007 (Cth)*, *Superannuation (Excess Non-Concessional Contributions Tax) Act 2007 (Cth)* any applicable Trustee Law, and any other regulation, law or direction prescribed by the Regulator, Commonwealth or State Governments dealing with rights and obligations in respect to the operation of a complying Superannuation Fund and the holding of a Superannuation Interest in a complying Superannuation Fund.

Suspended Interest is as defined at Rule 6.5(a).

Tax Adjustment Payment is where the Trustee declares that, as a consequence of the use by the Fund or a Superannuation Interest (**User**) of a tax benefit including, but not limited to a franking credit, foreign tax credit, capital loss, income tax loss (as those terms are commonly known) or any other tax benefit sourced from a particular Superannuation Interest (**Supplier**), the Trustee is of the opinion that the User of the tax benefit should make a Tax Adjustment Payment to the Supplier of the tax benefit for the period of the benefit.

Tax-Free Component is that part of a Superannuation Benefit that is a tax-free component as determined under the Superannuation Laws.

Taxable Component is that part of a Superannuation Benefit that is not a Tax-Free Component, and includes elements Taxed and untaxed.

Taxes include any impost assessed by a Government to the Trustee of the Fund.

Temporary Incapacity is, subject to the Superannuation Laws and the Fund retaining its Complying SMSF status, any condition that the Trustee determines to be Temporary Incapacity for the purpose of these Governing Rules and includes where a Member has ceased to be Gainfully Employed (including a Member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the Member to be Gainfully Employed) due to ill-health (whether physical or mental) which causes the Member to cease to be Gainfully Employed but does not extend to Permanent Incapacity.

Temporary Incapacity Pension Interest is a Pension Interest payable by the Trustee of the Fund under the Superannuation Laws for a Member that is Temporarily Incapacitated and includes a Pension Interest that:

- (a) cannot be commuted or turned into a Lump Sum Payment;
- (b) is paid at least monthly;
- (c) does not have a residual capital value; and
- (d) is such that the total amount paid each month is fixed or may be indexed provided that the indexation component, during any 12 month

period, does not exceed the greater of 5% (five percent) per annum or the Consumer Price Index for the previous 12 months.

Terminal Medical Condition includes where:

- (a) two registered medical practitioners have certified, jointly or separately, that the Person suffers from an illness, or has incurred an injury, that is likely to result in the death of the Member within a period (the certification period) that ends not more than 24 months after the date of the certification;
- (b) at least one of the registered medical practitioners is a specialist practicing in an area related to the illness or injury suffered by the person; and
- (c) for each of the certificates, the certification period has not ended.

Termination Notice is as defined at Rule 15.2(b).

Terminating Member is as defined at Rule 15.2.

Total Superannuation Interest means the total value of the Superannuation Interests of all Members in the Fund, but does not include Reserve Account Balances.

Transfer Balance Accounts has the meaning given in the Superannuation Laws.

Transfer Balance Cap has the meaning given in the Superannuation Laws.

Transfer Superannuation Interest includes the transfer of part or all of one or more of a Member's Superannuation Interests from a Superannuation Fund (including a Foreign Superannuation Fund and the Fund itself) to a Superannuation Interest of a Member, the Member's Spouse, other Member of the Fund, or another Eligible Entity.

Transition to Retirement Income Stream means a Pension Interest that meets the terms and conditions of a Transition to Retirement Income Stream, non-commutable Allocated Pension or non-commutable pension, as the terms are interpreted in the Superannuation Laws.

Trustee is the Trustee of the Fund howsoever constituted.

Trustee Law means whichever of the *Trustee Act 1925 (NSW)*, *Trustee Act 1958 (Vic)*, *Trustee Act 1936 (SA)*, *Trustees Act 1962 (WA)*, *Trusts Act 1973 (QLD)*, *Trustee Act 1898 (Tas)*, *Trustee Act 1925 (ACT)* and the *Trustee Act 1907 (NT)* applies, and any other Commonwealth, State or Territory legislation that relates to the duties, role and Investment Powers of a Trustee of a trust including a trust that is a SMSF or Superannuation Fund.

Trustee Ordinary Resolution means a vote cast in favour by not less than 51% (fifty one percent) of the votes available to be cast in a Trustee Meeting. *(Note: If the corporate trustee is not a special purpose company and/or a standard company which has resolved its constitution on the terms of Rule 5, then this this definition shall not apply to such corporate trustee.)*

Trustee Meeting is a meeting of the Trustee(s) (if there be more than one) as required by the Governing Rules and the Superannuation Laws, conducted by any reasonable method (including but not limited to in person, by internet (including, but not limited to, Skype, Zoom or such other conferencing platforms available on the internet) and/or telephone) in which matters regarding the Fund are discussed. *(Note: If the corporate trustee is not a special purpose company and/or a standard company which has resolved its constitution on the terms of Rule 5, then this this definition shall not apply to*

such corporate trustee.)

Trustee Special Resolution means a vote cast in favour by not less than 75% (seventy five percent) of the votes available to be cast in a Trustee Meeting. *(Note: If the corporate trustee is not a special purpose company and/or a standard company which has resolved its constitution on the terms of Rule 5, then this this definition shall not apply to such corporate trustee.)*

Value of the Assets of the Fund is the Value of the Assets of the Fund as determined by the Trustee of the Fund, subject to the Superannuation Laws, Audit Standards and any direction by the Regulator, which may include the Asset's historical cost, the replacement cost of the Asset, the Market Value of the Asset as at last accounting balance date or the current Market Value of the Asset. The Trustee may change valuation principles applicable to different Assets of the Fund unless the Superannuation Laws provide otherwise.

Value of the Member's Superannuation Interest is the value the Trustee determines in respect of a Member Superannuation Accumulation Interest and/or Member Pension Interest Superannuation Interest. If there is no value ascribed, then the Value of the Member's Superannuation Interest at the time of the last audit of the Fund, plus any additions made to the Superannuation Interest, less any deductions to the Superannuation Interest up to the time of the determined Value of the Member's Superannuation Interest. However, where the Superannuation Laws require a specified valuation or provide a formula the Trustee is to apply that valuation or formula to the calculation of the value of a Member's Superannuation Interest.

Written or Writing includes a delivery of information by any reasonable means, and expressly includes a writing as defined under section 9 of the ETA, which expression is adopted as authority for the Member, Trustee, SMSF Advisers and parties dealing with the Fund to conduct matters by any reasonable means, including but not limited to electronic transactions and the storage of such records by any means available for electronic communications.

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TABLE OF ANNEXURES	
Annexure	Form Name
A	ALTERNATE DECISION-MAKER NOMINATION FORM
<p>The ALTERNATE DECISION-MAKER NOMINATION FORM is referred to at Rule 6 of the Governing Rules. This Form may be used by Members to register their preferred person to act for a period of time, if they lack Mental Capacity, or if they die.</p> <p><i>Note: This Nomination should be made in conjunction with the Member's Estate Planning.</i></p>	
B	APPLICATION FOR MEMBERSHIP FORM
<p>The APPLICATION FOR MEMBERSHIP FORM is referred to in Part Three of the Governing Rules. This Application may be required by the Trustee to be completed for any new Members of the Fund.</p>	
C	DEATH BENEFIT NOMINATION FORM
<p>A DEATH BENEFIT NOMINATION FORM is referred to at Parts 9 and 10 of the Governing Rules.</p> <p><i>Note: A Pension Interest Agreement and SMSF Will take precedence to a Binding Death Benefit Nomination. A Binding Death Benefit Nomination takes precedence over a Non-Binding Death Benefit Nomination.</i></p>	

**ALTERNATE DECISION-MAKER NOMINATION FORM
LOTIA SUPER**

INSTRUCTIONS

In **Section Two**, you may nominate one or more persons to act as your Alternate Decision-Maker **during your lifetime**. Please read **Parts 2, 9 and 10** of the Governing Rules before completing this Section Two. The nominations in Section One should match your Enduring Power of Attorney. Whilst it is best to attach a copy of your Enduring Power of Attorney, this Form does not require you to do so.

You may nominate one or more persons to act together; however, please identify whether two or more persons act jointly (meaning all must agree) or by majority resolution (meaning the group of persons act jointly and resolve matters by a decision of the majority).

You may also wish to nominate one person or group of persons to act on a certain condition, but if the condition fails – then you nominate alternate persons. Please complete Table 1(A), 1(B) and (C).

In **Section Three**, you may nominate an Alternate Decision-Maker to act for you **upon your death**. This is a powerful position. This nomination should match any nomination you have made in your Will. As with Section Two, you can nominate one or more persons to act as your Alternate Decision-Maker upon your death.

Once completed, please return to the Trustee.

SECTION ONE: ABOUT THE MEMBER

Member Name:

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In making this Alternate Decision-Maker Nomination, I, the above-named Member, confirm that I have read and considered the Instructions and have had the opportunity to obtain legal, financial and accounting advice before executing the Nomination.

SECTION TWO: NOMINATION OF ALTERNATE DECISION-MAKER DURING THE MEMBER'S LIFETIME

I make the following Nomination of Alternate Decision-Maker to act as my Legal Personal Representative, in accordance with Section 17A of the *Superannuation Industry (Supervision) Act 1993 (SISA)* and Parts 2, 9 and 10 of the Governing Rules of the Fund during my lifetime on the terms shown:

- I appoint the person(s) shown in Column 1 of Table 1(A) to act in accordance with the decision-making requirements shown in Column 3 of Table 1(A).
- If the Event shown at Table 1(B) occurs, then I appoint the person(s) shown in Column 1 of Table 1(C) to act in accordance with the decision-making requirements shown in Column 3 of Table 1(C).
- If I strike through Table 1(B) and 1(C), I intend only to appoint the person(s) shown in Table 1(A).

**TABLE 1(A)
PRIMARY NOMINATION**

Column 1 Alternate Decision-Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other

		Solely/Jointly/By Majority Resolution/Other
TABLE 1(B) TERMINATION EVENT		
(Please explain under what circumstances the Nomination at Table 1(A) would fail.)		
TABLE 1(C) ALTERNATE NOMINATION		
Column 1 Alternate Decision-Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other

I direct that the Nominations made at this Section Two will apply:

- during my lifetime while I have Mental Capacity, for the following period of time: _____
- during my lifetime while I am a Mentally Incapacitated Person, but not if I have Mental Capacity
- irrespective of my Mental Capacity (i.e. the Alternate Decision-Maker/s will act both if I have Mental Capacity and if I am a Mentally Incapacitated Person)

I acknowledge that the above Nomination shown in Tables 1(A) and 1(C) grants to the Person(s) shown in the Tables the power to make decisions during my lifetime in respect to the administration of the Fund, including the payment, investment, distribution and/or such other matters relevant to such of my Superannuation Interests held in the Fund.

I confirm that I have also made an Enduring Power of Attorney with the above Nomination, and that the Trustee may request a copy of the Enduring Power of Attorney to hold with this Nomination (although I may black through any parts which are not relevant to my Superannuation Interests or the appointment terms made in this Nomination and/or deliver the Enduring Power of Attorney in a sealed envelope to a third party to hold in safe custody on terms allowing the Trustee to obtain access to the Enduring Power of Attorney on the determination by a medical practitioner that I am a Mentally Incapacitated Person).

I understand that if I change my Enduring Power of Attorney I must advise the Trustee, to ensure that my membership files are kept current.

I understand that the Alternate Decision-Maker has the powers given to them in my Enduring Power of Attorney, and as shown above.

SECTION THREE: NOMINATION OF ALTERNATE DECISION-MAKER ON DEATH OF MEMBER

I make the following Nomination of Alternate Decision-Maker to act as my Legal Personal Representative, in accordance with Section 17A of the SISA and Parts 2, 9 and 10 of the Governing Rules of the Fund, on and from my death:

- I appoint the person(s) shown in Column 1 of Table 2(A) to act in accordance with the decision-making requirements shown in Column 3 of Table 2(A).

- If the Event shown at Table 2(B) occurs, then I appoint the person(s) shown in Column 1 of Table 2(C) to act in accordance with the decision-making requirements shown in Column 3 of Table 2(C).
- If I strike through Table 2(B) and 2(C), I intend only to appoint the person(s) shown in Table 1(A).

TABLE 2(A) PRIMARY NOMINATION		
Column 1 Alternate Decision-Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other
TABLE 2(B) TERMINATION EVENT		
(Please explain under what circumstances the Nomination at Table 2(A) would fail.)		
TABLE 2(C) ALTERNATE NOMINATION		
Column 1 Alternate Decision-Maker/Director	Column 2 Address of Alternate Decision-Maker/Director	Column 3 Decision-Making Requirements
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other
		Solely/Jointly/By Majority Resolution/Other

I acknowledge that the above Nomination shown in Tables 2(A) and 2(C) grants to the Person(s) shown in the Tables, the power to make decisions in respect to the administration of the Fund, including the payment, investment, distribution and/or such other matters relevant to such of my Superannuation Interests held in the Fund if I die.

I confirm that I have also made a Last Will with the above Nominations as Executors of my deceased estate, and that the Trustee may request a copy of the Last Will to hold with this Nomination (although I may black through any parts which are not relevant to my Superannuation Interests or the appointment terms made in this Nomination and/or deliver the Last Will in a sealed envelope to a third party to hold in safe custody on terms allowing the Trustee to obtain access to the Last Will on my death).

I understand that if I change my Last Will, I must advise the Trustee, to ensure that my membership files are kept current.

I understand that the Alternate Decision-Maker has the powers given to them in my Last Will, and as shown above.

Member Signature:	
-------------------	--

SECTION FOUR: WITNESS CONFIRMATION

I confirm, by the execution of this Alternate Decision-Maker Nomination, that the Member shown in Section One read and executed Sections Two and Three of the Nomination and that I have independently verified the identity of the Member by way of inspection.

Witness Signature:	
Witness Full Name:	
Address:	
Telephone Number:	
Date:	

**APPLICATION FOR MEMBERSHIP FORM
LOTIA SUPER**

Member Name:			
Tax File Number:		Date of birth:	
Address:			

1. I apply for membership in the Fund.
2. I am not bankrupt, and I agree to act as a natural person trustee, or as a director of a corporate trustee, and in this capacity to act in accordance with the terms of the Governing Rules of the Fund, Special Rules of the Fund and the Superannuation Laws.
3. I have had the opportunity to read and consider the Governing Rules.
4. I have also had the opportunity to meet with legal, financial and accounting advisors, and am satisfied that membership in the Fund is appropriate to my circumstances and needs.
5. I understand that if I am accepted as a member, my membership may be subject to restrictions and/or classifications.
6. I understand that I may only contribute to the Fund if I am eligible under the Superannuation Laws to do so, and this includes any contributions made by other parties on my behalf.
7. I understand that membership in a SMSF carries with it risks, including but not limited to risks associated with disagreement with other members, liquidity and investment risk, and such other risks which follow the nature of a SMSF arrangement.
8. I acknowledge the Trustee is not and will not be liable for any loss suffered as a result of transactions being delayed or frozen.
9. I agree that, unless I provide notice to the Trustee in writing, I do not require any insurance to be held within the Fund in respect of me.
10. I undertake to provide any relevant information or documentary evidence to the Trustee and agree to submit to health and medical tests as and when requested by the Trustee.
11. I acknowledge the Trustee may collect my personal identification documents (as shown in Section Two) and Tax File Number (TFN), which will be treated as confidential in accordance with the Privacy Act 1988 (Cth) (Privacy Legislation) and will only be used for legal purposes (such as identifying and locating my Superannuation Interests, and calculating tax on any eligible termination payment I may be entitled to receive).
12. I agree to provide the Trustee with my TFN. I authorise the Trustee to provide my TFN to any other Superannuation Fund in which my Superannuation Interest may be transferred to and/or to the ATO.
13. I authorise the Trustee to retain and store information on my behalf despite any provision to the contrary in any Privacy Legislation.
14. I understand that if I become a bankrupt person or subject to a Mandatory Transfer Event, the Trustee may, but is not required unless the Superannuation Laws prescribed, Roll-over my Superannuation Interests to any other Eligible Entity. If I have made a Default Superannuation Fund Nomination, then the Trustee will have regard to such nominations. I also understand that the Trustee may not seek my consent in rolling over my Superannuation Interests in the event I am bankrupt or subject to a Mandatory Transfer Event.
15. I understand if I can make a Binding Death Benefit Nomination and/or SMSF Will, the nomination may not be effected if I have nominated a person who is not eligible to receive the benefit under the Superannuation Laws, if I have made direction in respect to an Asset of the Fund which is not quarantined to my Superannuation Interest and/or I make a direction which threatens the solvency and/or Complying SMSF status of the Fund.
16. I understand that it is best practice to disclose my Binding Death Benefit Nomination and/or SMSF Will to the Trustee and for the Trustee to obtain legal, financial and/or accounting advice to ascertain if the nomination is lawful. I understand that the Trustee has no obligation to obtain advice before receiving my Binding Death Benefit Nomination and/or SMSF Will, and it is therefore important that I obtain independent advice and consult with the Trustee.

17. I declare that the information I provide to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.

Member Signature:	
Date:	

**DEATH BENEFIT NOMINATION FORM
LOTIA SUPER**

INSTRUCTIONS

- In **Section One**, please complete your details.
- In **Section Two**, select the appropriate options at each of items (a) and (b). Please note that, if either or both of the items marked with an * are selected, your execution of the Form is required to be witnessed at least ONE independent adult witnesses who is other than a Member of the Fund or a beneficiary nominated in this Form.
- In **Section Three**, please identify how you require your benefits to be paid in the event of your death. Eligible Primary Beneficiaries include the Legal Personal Representative of your deceased estate and/or your Dependants (e.g. Spouse, Children and/or a person who is financially dependent on you or in an Interdependency Relationship with you).
- In **Section Four**, please identify how you require your benefits to be paid in the event of your death. Eligible Secondary Beneficiaries include the Legal Personal Representative of your deceased estate and/or your Dependants (e.g. Spouse, Children and/or a person who is financially dependent on you or in an Interdependency Relationship with you).
- In **Section Five**, please read the statements contained and, if satisfied, complete your name, signature and the date. In the event you have selected at Section Two that the Nomination is either non-lapsing or binding (or both), please sign this document in the presence of at least **ONE** (1) independent adult witnesses who is other than a Member of the Fund, a Member's Relative, a Trustee of the Fund (including directors of a corporate trustee) and/or or a beneficiary nominated in this Form.
- Your witnesses will also need to complete **Section Six**.
- Once completed, forward the Form to the Trustee of the Fund.

It is highly recommended that the Member submit to the Trustee an Alternate Decision-Maker Nomination at the same time as completing the Death Benefit Nomination Form.

SECTION ONE: ABOUT THE MEMBER

Member Name:

SECTION TWO: NOMINATION OPTIONS

- (a) The Nomination made in this Form is:
- *binding on the Trustee of the Fund; or
 - **non-binding.

***In the event that you have selected non-binding at Section Two(a), this Nomination is not binding on your Alternate Decision-Maker when deciding how your Superannuation Interests should be paid. If you make a non-binding direction, your Alternate Decision-Maker will be vested with authority to select your nominated beneficiaries subject to the Governing Rules (see Parts 2, 9 and 10 of the Governing Rules).*

- (b) The Nomination made in this Form is also:
- *non-lapsing; or
 - ***lapsing, and expires after:
 - a period of 3 (three) years
 - other: _____

****In the event that you have selected lapsing at Section Two(b), this Nomination will expire after the period indicated by you. Following expiration of the period indicated, you must make a new Nomination (failing which, no Nomination is recorded for consideration by the Trustee).*

**SECTION THREE: NOMINATION OF PRIMARY BENEFICIARY(IES) OF
SUPERANNUATION INTERESTS**

In the event of my death, I nominate the following (each being either my Legal Personal Representative and/or a Dependant of me) to be paid my Superannuation Interests in the Fund (excepting any part which is dealt with in accordance with a valid reversionary term of one or more Pension Interest Agreements):

OPTION ONE (if you wish 100% of your Superannuation Interests to pass to your Estate):

Please pay my Superannuation Interests held in the Fund to the Legal Personal Representative of my Estate.

OPTION TWO (if you wish less than 100% (or no part) of your Superannuation Interests to pass to your Estate):

Please pay my Superannuation Interests held in the Fund (excepting any part of my Superannuation Interests which are subject to a **valid** Auto-Reversionary Pension Interest Agreement or Conditional Pension Interest Agreement) as shown in Table 1. Complete Table 1 by:

- Entering the full name and address of the Primary Beneficiary at Table 1 Column A.
- Entering the relationship of the Primary Beneficiary to you at Table 1 Column B.
- If there is only one Primary Beneficiary, enter 100% in the corresponding Table 1 Column C. If there is more than one Primary Beneficiary, then the total of the percentages at Table 1 Column C must add up to 100%.
- Enter how you approve the benefit to be paid to the Primary Beneficiary in Colum D. If you wish the benefit to be paid as a Pension, mark **(P)**. If you wish the benefit to be paid as a Lump Sum, mark **(LS)**. If you allow the Primary Beneficiary to nominate his/her own preference, then mark **(PBP)**.
- If you wish to nominate additional Primary Beneficiaries, please note that you are expanding this Section Three, and use a separate sheet of paper attached to the Binding Death Benefit Nomination for such purpose. Each of your witnesses and you will need to sign the additional sheet of paper, to ensure its authenticity.
- *Note: if you wish to pay any part of the benefit to the Legal Personal Representative of your Estate, then please insert "Legal Personal Representative of my Estate" at Table 1 Column A, enter nothing under Table 1 Column B, and record the percentage at Table 1 Column C.*

Table 1			
Column A	Column B	Column C	Column D
Primary Beneficiary Name and Address:	Relationship:	% of Benefit:	Pension (P) / Lump Sum Payment (LSP) / Primary Beneficiary discretion (PBD) ?

Total of Column C (must equal 100%, or the Nomination is invalid)		%	

SECTION FOUR: NOMINATION OF SECONDARY BENEFICIARY(IES) OF SUPERANNUATION INTERESTS

If you wish to nominate an alternate Person/s (**Secondary Beneficiary** or **Secondary Beneficiaries**) to take if a person nominated at Table 1 (**Primary Beneficiary**) fails to survive you, then please do so by:

- Entering the full name of the Primary Beneficiary at Table 2 Column A.
- Entering the full name, address and relationship to you of the Secondary Beneficiary or Secondary Beneficiaries at Table 2 Column B.
- If there is only one Secondary Beneficiary for a Primary Beneficiary, then enter 100% in the corresponding Column C. If there are more than one Secondary Beneficiaries for a Primary Beneficiary, then ensure the total of the Secondary Beneficiaries provisions add to 100% if Tenants in Common. *(Note: The interest divided here is only the interest which the Primary Beneficiary was entitled to as a consequence of the provision at Section Three.)* If there is more than one Secondary Beneficiary and the interest is to make the benefit a joint Asset of them, then no percentage needs to be detailed.
- If there is more than one Secondary Beneficiary for a Primary Beneficiary, then enter whether the Secondary Beneficiaries take the interest of the Primary Beneficiary as joint tenants or tenants in common. Joint tenants means that the interest of the Primary Beneficiary is held equally and undivided by the Secondary Beneficiaries as joint co-owners. Tenants in common means that the interest of the Primary Beneficiary passes to the Secondary Beneficiaries in equal or unequal percentage proportions (as specified) to be held by the Secondary Beneficiaries as individual ownership interests.
- The below table allows three Secondary Beneficiaries entries beside each Primary Beneficiary. If there are more Secondary Beneficiaries nominated to any Primary Beneficiary, please note that you are expanding this Section Four, and use a separate sheet of paper attached to the Binding Death Benefit Nomination for such purpose. Each of your witnesses and you will need to sign the additional sheet of paper, to ensure its authenticity.
- Enter how you approve the benefit to be paid to the Secondary Beneficiary in Colum D. If you wish the benefit to be paid as a Pension, mark **(P)**. If you wish the benefit to be paid as a Lump Sum, mark **(LS)**. If you allow the Secondary Beneficiary to nominate his/her own preference, then mark **(SBP)**.

Table 2			
Column A	Column B	Column C	Column D
Full name of Primary Beneficiary	Full name and addresses of Secondary Beneficiaries, and relationship to you	Joint Tenants (<i>individual percentage not required</i>), or Tenants in Common (<i>include percentages of each individual Secondary Beneficiary</i>).	Pension (P) / Lump Sum (LS) / or Secondary Beneficiary discretion (SBD) ?
1			
2			

SECTION FIVE: MEMBER DECLARATION

I confirm:

1. In the event I have not answered Section Two(b), this Nomination is deemed to be a **lapsing nomination**, and expires after a period of 3 (three) years or as otherwise shown.
2. In the event I have not answered Section Two(a), this Nomination is deemed to be a **non-binding nomination**.
3. If this is a **non-binding nomination**, I understand that my Alternate Decision-Maker will determine in its discretion who receives my Superannuation Interests (excepting that part which is supporting a valid Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a reversionary term.)
4. If this is a lapsing nomination, I acknowledge that this nomination is valid until the event indicated in Section Two(b) and acknowledge that it is my responsibility to provide the Trustee with a new Death Benefit Nomination Form prior to expiry of the existing nomination.
5. I acknowledge that, in the event this Death Benefit Nomination Form lapses, is revoked or ceases to be valid at the date of my death, and a new Nomination has not been made by me and accepted by the Trustee, then the payment of my Superannuation Interests will be made at my Alternate Decision-Maker's discretion.
6. I understand that if I my Superannuation Interests are in part or in whole supporting an Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a reversionary term, then provided the reversionary terms are valid and effective on my death, then that part of my Superannuation Interests will not be dealt with under this Section Three.
7. I understand that if my Superannuation Interests are in part or in whole supporting an Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a reversionary term, and the reversionary terms are not valid and effective on my death, then that part of my Superannuation Interests will be included in the distribution made under this Binding Death Benefit Nomination.
8. I understand that, if I make this a **binding nomination**, any existing Binding Death Benefit Nomination Form or SMSF Will will be revoked and replaced.
9. I confirm that the beneficiaries nominated are a Dependant of me in accordance with the *Superannuation Industry (Supervision) Act 1993 (Cth)*, or my Legal Personal Representative.
10. I understand I should review my Death Benefit Nomination Form regularly, especially when my circumstances change (e.g. marriage, having children or any other life changing event), to ensure my nomination is always up to date.
11. I have had the opportunity to read Parts 9, 10 and 11 of the Governing Rules, and have had the opportunity to seek legal, financial and accounting advice before making this nomination.
12. I declare that the information I have provided to the Trustee is true and correct. I acknowledge it is my responsibility to inform the Trustee of any error or changes regarding these matters.

I request that the Trustee accept my nomination listed above.

Member Signature:

--	--

Date:

SECTION SIX: WITNESS DECLARATION
(NOTE: only ONE witness is required, but TWO witnesses are recommended.)

I declare: <ul style="list-style-type: none"> • I am over 18 (eighteen) years of age; • I am not a nominated beneficiary of the Member, Trustee or Member's Relative; and • This Form was signed and dated by the Member in my presence. 	I declare: <ul style="list-style-type: none"> • I am over 18 (eighteen) years of age; • I am not a nominated beneficiary of the Member, Trustee or Member's Relative; and • This Form was signed and dated by the Member in my presence.
Witness 1 Full Name:	Witness 2 Full Name:
Witness 1 Signature:	Witness 2 Signature:
Witness 1 Address:	Witness 2 Address:
Date:	Date:

DEFINITIONS

Binding means that, provided that no event has occurred that would invalidate the Nomination (such as the death of the Beneficiaries nominated, or the Beneficiaries nominated no longer being the Member's Legal Personal Representative or Dependant), the Trustee and Member's Alternate Decision-Maker are bound to pay the Member's Superannuation Interests (other than any interests supporting an Auto-Reversionary Pension Interest Agreement, Conditional Pension Interest Agreement or other Pension Interest Agreement with a valid reversionary term) to the Beneficiaries nominated in the proportions nominated.

Dependant includes the Member's legal or de facto Spouse, Member's Children (including step Children and adult Children), a Person in an Interdependency Relationship with a Member, a Person who is wholly or partially financially dependent on the Member, and any other Person the Superannuation Laws define as a Dependant of a Member. Note, only a Dependant as the term is defined in the *Income Tax Assessment Act 1997 (ITAA97)* is eligible to receive a Pension Interest from a Deceased Member.

Interdependency Relationship means the Person and the Member live together and have a close personal relationship and one or both of the parties provide the other with financial support and domestic support and personal care.

Lapsing means that the Nomination contained in the Death Benefit Nomination Form applies only for a set period of time, which shall expire upon the event/s indicated at Section Two(b) occurring.

Member means the person named at Section One.

Non-binding means that the Trustee and Alternate Decision-Maker may consider the Nomination made in the Death Benefit Nomination Form, but is not bound to pay the Member's Superannuation Interests in accordance with the Nomination made by the Member.

Non-lapsing means that the Nomination contained in the Death Benefit Nomination Form applies in perpetuity unless revoked by the Member by notice in writing to the Trustee, or until the Nomination is revoked by a new Death Benefit Nomination Form being submitted to and accepted by the Trustee.

Legal Personal Representative means the Person or Persons appointed on or following the Member's death as the Executor or Administrator of the Member's Estate.

Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

! Read this declaration in conjunction with *Key messages for self-managed super fund trustees* at ato.gov.au/smsfessentials



Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have been directed to do so by us
- are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

Information you need to read

Make sure you read *Key messages for self-managed super fund trustees* at ato.gov.au/smsfessentials. It highlights some of the key points from the declaration and some important messages.

Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

➤ If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- speak to a professional adviser
- visit ato.gov.au/smsf
- phone us on **13 10 20**.

When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

We recommend that you keep a copy of your completed declaration and refer to it and the information in *Key messages for self-managed super fund trustees* when making important decisions, such as those relating to choosing investments, accepting contributions and paying benefits.

⚠ Do not send your completed declaration to us.

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Published by

Australian Taxation Office
Canberra
August 2014

JS 32597



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

Fund name

Lotia Super

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

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

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

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

Sole purpose

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

Trustee duties

I understand that by law I must at all times:

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

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

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

Accepting contributions and paying benefits

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

Investment restrictions

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

- lending money of the fund to, or providing financial assistance to, a member of the fund or a member's relative (financial assistance means any assistance that improves the financial position of a person directly or indirectly, including the provision of credit)

- acquiring assets (other than business real property, listed securities, certain in-house assets and acquisitions made under mergers allowed by special determinations or acquisitions as a result of a breakdown of a relationship) for the fund from members or other related parties of the fund
- borrowing money (or maintaining an existing borrowing) on behalf of the fund except in certain limited circumstances (while limited recourse borrowing arrangements are permitted, they can be complex and particular conditions must be met to ensure that legal requirements are not breached)
- having more than 5% of the market value of the fund's total assets at the end of the income year as in-house assets (these are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Administration

I understand that the trustees of the fund must:

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

DECLARATION

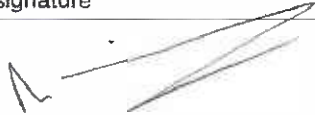
By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

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

Trustee's or director's name

Rizwan M. Lotia

Trustee's or director's signature




Date 15/08/17

SIGN HERE

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

Witness' signature



Date 15/8/17

WITNES

**ASIC**

Australian Securities & Investments Commission

Forms Manager

Registered Agents

Company: LOTIA SUPER PTY. LTD. ACN 620 184 312**Company details**

Date company registered 03-07-2017
 Company next review date 03-07-2024
 Company type Australian Proprietary Company
 Company status Registered
 Home unit company No
 Superannuation trustee company Yes
 Non profit company No

Registered office

UNIT 4 , 34 PATRICK AVENUE , CROYDON NORTH VIC 3136

Future address

C/- SMSF AUSTRALIA, UNIT 8 , 435-439 FULLARTON ROAD , HIGHGATE SA 5063 Start date: 01-08-2023

Principal place of business

UNIT 4 , 34 PATRICK AVENUE , CROYDON NORTH VIC 3136

Officeholders

LOTIA, RIZWAN

Born 30-08-1960 at CROYDON NORTH VIC PAKISTAN

UNIT 4 , 34 PATRICK AVENUE , CROYDON NORTH VIC 3136

Office(s) held: Director, appointed 03-07-2017
Secretary, appointed 03-07-2017**Company share structure**

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY	2	2.00	0.00

Members

LOTIA , RIZWAN

UNIT 4 , 34 PATRICK AVENUE , CROYDON NORTH VIC 3136

Share class	Total number held	Fully paid	Beneficially held
ORD	2	Yes	No

Document history

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

Received	Number	FormDescription	Status
25-07-2023	7ECG34999 484	CHANGE TO COMPANY DETAILS	Processed - awaiting imaging
03-07-2017	4E0001765 201	APPLICATION FOR INCORPORATION (DIVN 1)	Processed and imaged



Lotia Super
For The Year Ended 30 June 2022

1. Financial Statements, Tax Return & Resolutions
2. Audit Documents

Lotia Super

ABN 70 668 728 817

Trustees: Lotia Super Pty Ltd

Financial Statement

For the year ended 30 June 2022

Lotia Super

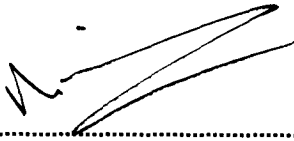
Trustee Declaration

In the opinion of the Trustees of the Lotia Super.

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 2022 present fairly the financial position of the Fund at 30 June 2022 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 2022.

Signed in accordance with a resolution of the directors of Lotia Super Pty Ltd by:



.....
Rizwan Lotia
Director: Lotia Super Pty Ltd

Dated: 17/10/22

Compilation Report to the Trustees and Members of Lotia Super

ABN 70 668 728 817
For the period 1 July 2021 to 30 June 2022

On the basis of the information provided by the Trustees of Lotia Super, we have compiled the accompanying special purpose financial statements of Lotia Super for the period ended 30 June 2022, 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 set out in Note 1 to the financial statements.

The Responsibility of Trustees

The Trustees of Lotia Super are solely responsible for the information contained in the special purpose financial statements. The reliability, accuracy and completeness of the information and for the determination that the financial reporting framework / basis of accounting used is appropriate to meet the needs of the members and for the purpose that the financial statements were prepared.

Our Responsibility

On the basis of information provided by the Trustees of Lotia Super, we have compiled the accompanying special purpose financial statements in accordance with the financial reporting framework/basis of accounting as described in Note 1 to the financial statements and **APES 315: *Compilation of Financial Information***.

We have applied our expertise in accounting and financial reporting to compile these financial statements in accordance with the financial reporting framework / basis of accounting described in Note 1 to the financial statements. We have complied with the relevant ethical requirements of **APES 110 *Code of Ethics for Professional Accountants***.

Assurance Disclaimer

Since a compilation engagement is not an assurance engagement, we are not required to verify the reliability, accuracy or completeness of the information provided to us by management to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion¹ on these financial statements

The special purpose financial statements were compiled exclusively for the benefit of the Trustees of the fund who are responsible for the reliability, accuracy and completeness of the information used to compile them. We do not accept responsibility for the contents of the special purpose financial statements.

Signature of Accountant

Dated: 5 August 2022



Name of Signatory: H & R Block

Address: Level 7
70 Pirie Street
ADELAIDE, SA 5000

¹ Refer to AUASB Standards for the issuance of audit opinions and review conclusions

Lotia Super
Operating Statement
For the period 1 July 2021 to 30 June 2022

	Note	2022	2021
Income			
Member Receipts			
Contributions			
Employer		\$25,500	-
Member		-	\$2,000
Investment Income			
Dividends	7A	\$1,013	\$486
Interest	7B	\$404	\$1,149
Rent	7C	\$19,211	\$19,812
		<u>\$46,127</u>	<u>\$23,446</u>
Expenses			
Other Expenses			
Accountancy Fee		\$1,800	\$2,017
Auditor Fee		\$400	\$183
Bank Fees		\$120	\$125
General Expenses		\$538	\$538
Interest Paid		\$10,165	\$11,400
Property Expenses		\$8,028	\$6,569
Regulatory Fees		\$332	\$328
SMSF Supervisory Levy		\$259	\$259
Investment Losses			
Decrease in Market Value	8A	\$68,785	(\$149,405)
		<u>\$90,426</u>	<u>(\$127,986)</u>
Benefits Accrued as a Result of Operations before Income Tax		(\$44,299)	\$151,432
Income Tax			
Income Tax Expense		\$3,673	\$4
		<u>\$3,673</u>	<u>\$4</u>
Benefits Accrued as a Result of Operations		<u>(\$47,972)</u>	<u>\$151,427</u>

The accompanying notes form part of these financial statements.

Lotia Super
Statement of Financial Position
as at 30 June 2022

	Note	2022	2021
Assets			
Investments			
Direct Property	6A	\$601,441	\$666,978
Other Fixed Interest Securities	6B	\$14,553	\$15,066
Shares in Listed Companies	6C	\$56,035	\$47,530
Other Assets			
Cash At Bank		\$22,236	\$33,425
Sundry Assets		\$2,189	\$683
Receivables		\$100	-
Total Assets		<u>\$696,553</u>	<u>\$763,683</u>
Liabilities			
Borrowings		\$160,256	\$184,100
Income Tax Payable		\$2,730	(\$3,118)
Other Taxes Payable		-	\$1,161
Total Liabilities		<u>\$162,985</u>	<u>\$182,143</u>
Net Assets Available to Pay Benefits		<u>\$533,568</u>	<u>\$581,539</u>
<i>Represented by:</i>			
Liability for Accrued Benefits	2		
Dr Rizwan Lotia		\$533,568	\$581,539
Total Liability for Accrued Benefits		<u>\$533,568</u>	<u>\$581,539</u>

The accompanying notes form part of these financial statements.

Lotia Super
Notes to the Financial Statements
As at 30 June 2022

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.

Lotia Super

Notes to the Financial Statements

As at 30 June 2022

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.

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 5 August 2022 by the directors of the trustee company.

Lotia Super
Notes to the Financial Statements
As at 30 June 2022

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:

	Current	Previous
Liability for Accrued Benefits at beginning of period	\$581,539	\$430,112
Benefits Accrued during the period	(\$47,972)	\$151,427
Benefits Paid during the period	\$0	\$0
Liability for Accrued Benefits at end of period	\$533,568	\$581,539

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.

	Current	Previous
Vested Benefits at beginning of period	\$581,539	\$430,112
Benefits Accrued during the period	(\$47,972)	\$151,427
Benefits Paid during the period	\$0	\$0
Vested Benefits at end of period	\$533,568	\$581,539

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

	Current	Previous
At market value:		
7 Sarges Mews, Lilydale VIC 3140	\$600,000	\$665,000
Fixtures & Fittings	\$1,441	\$1,978
	\$601,441	\$666,978

Note 6B – Other Fixed Interest Securities

	Current	Previous
At market value:		
Australian Government Treasury Indexed Bonds - Treas Indexed Bond Cpi+3.00% 20-09-25 Qly	\$14,553	\$15,066
	\$14,553	\$15,066

Note 6C – Shares in Listed Companies

	Current	Previous
At market value:		
Australian Clinical Labs Limited	\$6,885	\$0
CSL Limited	\$40,897	\$37,930
Sonic Healthcare Limited	\$8,252	\$9,600
	\$56,035	\$47,530

Lotia Super
Notes to the Financial Statements
As at 30 June 2022

Note 7A – Dividends

	Current	Previous
Australian Clinical Labs Limited	\$257	\$0
CSL Limited	\$437	\$326
Sonic Healthcare Limited	\$319	\$159
	\$1,013	\$486

Note 7B – Interest

	Current	Previous
CBA Term Deposit #312450248153	\$0	\$300
CBA Direct Investment Account #31509092	\$2	\$325
ING Business Optimiser #60865066	\$16	\$147
Australian Government Treasury Indexed Bonds - Treas Indexed Bond Cpi+3.00% 20-09-25 Qly	\$386	\$377
	\$404	\$1,149

Note 7C – Rent

	Current	Previous
7 Sarges Mews, Lilydale VIC 3140	\$19,211	\$19,812
	\$19,211	\$19,812

Note 8A – Decrease in Market Value

	Current	Previous
Direct Property		
7 Sarges Mews, Lilydale VIC 3140	\$65,000	(\$148,106)
Other Fixed Interest Securities		
Australian Government Treasury Indexed Bonds - Treas Indexed Bond Cpi+3.00% 20-09-25 Qly	\$514	(\$446)
Shares in Listed Companies		
Australian Clinical Labs Limited	\$72	\$0
CSL Limited	\$1,851	\$525
Sonic Healthcare Limited	\$1,348	(\$1,377)
	\$68,785	(\$149,405)

Lotia Super
(ABN: 70 668 728 817)

Member Benefit Statement

Period	Member Account Details
1 July 2021 - 30 June 2022	Residential Address: Unit 4/34 Patrick Avenue Croydon North, VIC 3136
Member Number: 1	Date of Birth: 30 August 1960
Dr Rizwan M Lotia	Date Joined Fund: 3 July 2017
Accumulation Account	Eligible Service Date: 1 July 2006
Accumulation	Tax File Number Held: Yes
	Account Start Date: 3 July 2017

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2021	\$581,539
<i>Increases to your account:</i>	
Employer Contributions	\$25,500
Tax on Net Fund Income	\$152
<u>Total Increases</u>	<u>\$25,652</u>
<i>Decreases to your account:</i>	
Contributions Tax	\$3,825
Share Of Net Fund Income	\$69,799
<u>Total Decreases</u>	<u>\$73,624</u>
Withdrawal Benefit as at 30 Jun 2022	<u>\$533,568</u>

Your Tax Components		
Tax Free	5.6227 %	\$30,001
Taxable - Taxed		\$503,567
Taxable - Untaxed		\$-
Your Preservation Components		
Preserved		\$533,568
Restricted Non Preserved		\$-
Unrestricted Non Preserved		\$-
Your Insurance Benefits		
No insurance details have been recorded		
Your Beneficiaries		
Binding Beneficiary Nomination*		
Khadja Lotia 50%		
Zahra Lotia 50%		
* Nomination in effect from 4 July 2017		

For Enquiries:
email hrendhawa@hrblock.com.au
mail Hari Randhawa,

Lotia Super
Investment Summary as at 30 June 2022

Investment	Units	Average Cost Price	Market Price	Accounting Cost	Market Value	Unrealised Accounting Gain/(Loss)	Accounting Gain/(Loss) (%)	Portfolio Weight (%)
<u>Bank</u>								
CBA Direct Investment Account #31509092				\$11,973	\$11,973			2%
ING Business Optimiser #60865066				\$10,263	\$10,263			2%
Liberty Loan Account #3031566				(\$160,256)	(\$160,256)			(30)%
				(\$138,020)	(\$138,020)			(26)%
<u>Listed Securities Market</u>								
Australian Clinical Labs Limited	1,500	\$4.6383	\$4.5900	\$6,957	\$6,885	(\$72)	(1)%	1%
CSL Limited	152	\$266.5242	\$269.0600	\$40,512	\$40,897	\$385	1%	8%
Australian Government Treasury Indexed Bonds - Treas Indexed Bond Cpi+3.00% 20-09-25 Qly	100	\$149.2005	\$145.5270	\$14,920	\$14,553	(\$367)	(2)%	3%
Sonic Healthcare Limited	250	\$33.4396	\$33.0100	\$8,360	\$8,253	(\$107)	(1)%	2%
				\$70,749	\$70,587	(\$162)	0%	13%
<u>Property Direct Market</u>								
Fixtures & Fittings		\$0.0000	\$0.0000	\$1,441	\$1,441	\$0	0%	-%
7 Sarges Mews, Lilydale VIC 3140	1	\$516,894.2700	\$600,000.0000	\$516,894	\$600,000	\$83,106	16%	112%
				\$518,335	\$601,441	\$83,106	16%	113%
				\$451,064	\$534,008	\$82,944	18%	100%

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.

Lotia Super
Investment Movement Summary
For the period 1 July 2021 to 30 June 2022

Investment	Opening Balance		Acquisitions		Disposals			Closing Balance		
	Qty	Cost	Qty	Cost	Qty	Proceeds	Profit/(Loss)	Qty	Cost	Market Value
<u>Bank</u>										
CBA Direct Investment Account #31509092		\$3,178		\$66,002		\$57,207	\$0		\$11,973	\$11,973
ING Business Optimiser #60865066		\$30,247		\$16		\$20,000	\$0		\$10,263	\$10,263
Liberty Loan Account #3031566		(\$184,100)		\$34,129		\$10,285	\$0		(\$160,256)	(\$160,256)
		<u>(\$150,675)</u>		<u>\$100,147</u>		<u>\$87,492</u>	<u>\$0</u>		<u>(\$138,020)</u>	<u>(\$138,020)</u>
<u>Listed Securities Market</u>										
Australian Clinical Labs Limited	.00	\$0	1,500.00	\$6,957	.00	\$0	\$0	1,500.00	\$6,957	\$6,885
Australian Government Treasury Indexed Bonds - Treas Indexed Bond Cpi+3.00% 20-09-25 Qly	100.00	\$14,920	.00	\$0	.00	\$0	\$0	100.00	\$14,920	\$14,553
CSL Limited	133.00	\$35,694	19.00	\$4,818	.00	\$0	\$0	152.00	\$40,512	\$40,897
Sonic Healthcare Limited	250.00	\$8,360	.00	\$0	.00	\$0	\$0	250.00	\$8,360	\$8,253
		<u>\$58,974</u>		<u>\$11,775</u>		<u>\$0</u>	<u>\$0</u>		<u>\$70,749</u>	<u>\$70,587</u>
<u>Property Direct Market</u>										
7 Sarges Mews, Lilydale VIC 3140	1.00	\$516,894	.00	\$0	.00	\$0	\$0	1.00	\$516,894	\$600,000
Fixtures & Fittings		\$1,978		\$0		\$538	\$0		\$1,441	\$1,441
		<u>\$518,873</u>		<u>\$0</u>		<u>\$538</u>	<u>\$0</u>		<u>\$518,335</u>	<u>\$601,441</u>
Fund Total		<u><u>\$427,171</u></u>		<u><u>\$111,923</u></u>		<u><u>\$88,029</u></u>	<u><u>\$0</u></u>		<u><u>\$451,064</u></u>	<u><u>\$534,008</u></u>

Lotia Super
Investment Income Summary
For the period 1 July 2021 to 30 June 2022

Total Income	Add			Less					Taxable Income (excluding Capital Gains)	Indexed Capital Gains *	Discounted Capital Gains *	Other Capital Gains *	CGT Concession Amount *	
	Franking Credits	Foreign Credits	TFN Credits	Tax Free	Tax Exempt	Tax Deferred	Distributed Capital Gains	GST						
<u>Bank</u>														
CBA Direct Investment Account #31509092														
\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2	\$0	\$0	\$0	\$0
ING Business Optimiser #60865066														
\$16	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16	\$0	\$0	\$0	\$0
\$18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18	\$0	\$0	\$0	\$0
<u>Listed Securities Market</u>														
Australian Clinical Labs Limited														
\$180	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$257	\$0	\$0	\$0	\$0
Australian Government Treasury Indexed Bonds - Treas Indexed Bond Cpi+3.00% 20-09-25 Qly														
\$386	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$386	\$0	\$0	\$0	\$0
CSL Limited														
\$428	\$9	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$437	\$0	\$0	\$0	\$0
Sonic Healthcare Limited														
\$238	\$81	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$319	\$0	\$0	\$0	\$0
\$1,231	\$167	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,399	\$0	\$0	\$0	\$0
<u>Property Direct Market</u>														
7 Sarges Mews, Lilydale VIC 3140														
\$19,211	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,211	\$0	\$0	\$0	\$0
\$19,211	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,211	\$0	\$0	\$0	\$0
\$20,460	\$167	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,627	\$0	\$0	\$0	\$0

* 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.

Self-managed superannuation fund annual return **2022**

Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the *Fund income tax return 2022* (NAT 71287).

- ! The *Self-managed superannuation fund annual return instructions 2022* (NAT 71606) (the instructions) can assist you to complete this annual return.
- The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via ABR.gov.au or complete the Change of details for superannuation entities form (NAT 3036).

To complete this annual return

- Print clearly, using a BLACK pen only.
- Use BLOCK LETTERS and print one character per box.

S M I T H S T

- Place X in ALL applicable boxes.

➤ Postal address for annual returns:

Australian Taxation Office
GPO Box 9845
[insert the name and postcode
of your capital city]

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

1 Tax file number (TFN)

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

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

2 Name of self-managed superannuation fund (SMSF)

Lotia Super

3 Australian business number (ABN) (if applicable)

4 Current postal address

Unit 4/34 Patrick Avenue

Suburb/town

Croydon North

State/territory

VIC

Postcode

3136

5 Annual return status

Is this an amendment to the SMSF's 2022 return?

A No Yes

Is this the first required return for a newly registered SMSF?

B No Yes

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

6 SMSF auditor

Auditor's name

Title:

Family name

Ashton

First given name

Neil

Other given names

SMSF Auditor Number

100262137

Auditor's phone number

02

82105139

Postal address

PO Box A231

Suburb/town

Sydney South

State/territory

NSW

Postcode

1235

Date audit was completed

A

Day Month Year

Was Part A of the audit report qualified?

B No Yes

Was Part B of the audit report qualified?

C No Yes

If Part B of the audit report was qualified, have the reported issues been rectified?

D No Yes **7 Electronic funds transfer (EFT)**

We need your self-managed super fund's financial institution details to pay any super payments and tax refunds owing to you.

A Fund's financial institution account details

This account is used for super contributions and rollovers. Do not provide a tax agent account here.

Fund BSB number 062692

Fund account number 31509092

Fund account name

Lotia Super Pty Ltd ATF Lotia Super

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

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

BSB number

Account number

Account name

C Electronic service address alias

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

smsfdataflow

Fund's tax file number (TFN)

- 8 Status of SMSF** Australian superannuation fund **A** No Yes Fund benefit structure **B** Code
- Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Amounts? **C** No Yes

9 Was the fund wound up during the income year?

No Yes If yes, provide the date on which the fund was wound up Day Month Year Have all tax lodgment and payment obligations been met? No Yes

10 Exempt current pension income

Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year?

To claim a tax exemption for current pension income, you must pay at least the minimum benefit payment under the law. Record exempt current pension income at Label **A**.

No Go to Section B: Income.

Yes Exempt current pension income amount **A** \$.00

Which method did you use to calculate your exempt current pension income?

Segregated assets method **B**

Unsegregated assets method **C** Was an actuarial certificate obtained? **D** Yes

Did the fund have any other income that was assessable?

E Yes Go to Section B: Income.

No Choosing 'No' means that you do not have any assessable income, including no-TFN quoted contributions. Go to Section C: Deductions and non-deductible expenses. (Do **not** complete Section B: Income.)

If you are entitled to claim any tax offsets, you can list these at Section D: Income tax calculation statement.

Fund's tax file number (TFN)

Section B: Income

Do not complete this section if all superannuation interests in the SMSF were supporting superannuation income streams in the retirement phase for the **entire year**, there was **no** other income that was assessable, and you **have not** realised a deferred notional gain. If you are entitled to claim any tax offsets, you can record these at Section D: Income tax calculation statement.

11 Income

Did you have a capital gains tax (CGT) event during the year? **G** No Yes

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2022*.

Have you applied an exemption or rollover? **M** No Yes Code

Net capital gain **A** \$ -00

Gross rent and other leasing and hiring income **B** \$ -00

Gross interest **C** \$ -00

Forestry managed investment scheme income **X** \$ -00

Gross foreign income **D1** \$ -00 Net foreign income **D** \$ -00 Loss

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

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

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

Calculation of assessable contributions

Assessable employer contributions
R1 \$ -00

plus Assessable personal contributions
R2 \$ -00

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

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

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

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

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

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

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

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

Calculation of non-arm's length income

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

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

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

*Other income **S** \$ -00 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	A1 \$ 10164-00		A2 \$ 0-00
Interest expenses overseas	B1 \$ 0-00		B2 \$ 0-00
Capital works expenditure	D1 \$ 0-00		D2 \$ 0-00
Decline in value of depreciating assets	E1 \$ 0-00		E2 \$ 0-00
Insurance premiums – members	F1 \$ 0-00		F2 \$ 0-00
SMSF auditor fee	H1 \$ 400-00		H2 \$ 0-00
Investment expenses	I1 \$ 8685-00		I2 \$ 0-00
Management and administration expenses	J1 \$ 2131-00		J2 \$ 0-00
Forestry managed investment scheme expense	U1 \$ 0-00		U2 \$ 0-00
Other amounts	L1 \$ 259-00	Code <input type="text"/>	L2 \$ 0-00
Tax losses deducted	M1 \$ 0-00		

TOTAL DEDUCTIONS

N \$ 21639-00(Total **A1** to **M1**)

TOTAL NON-DEDUCTIBLE EXPENSES

Y \$ 0-00(Total **A2** to **L2**)

#TAXABLE INCOME OR LOSS

O \$ 24486-00(TOTAL ASSESSABLE INCOME less
TOTAL DEDUCTIONS)Loss

TOTAL SMSF EXPENSES

Z \$ 21639-00

(N plus Y)

#This is a mandatory label.

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

Section D: Income tax calculation statement

#Important:

Section B label **R3**, Section C label **O** and Section D labels **A, T1, J, T5** and **I** are mandatory. If you leave these labels blank, you will have specified a zero amount.

13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2022* on how to complete the calculation statement.

#Taxable income **A** \$ 24486.00*(an amount must be included even if it is zero)*#Tax on taxable income **T1** \$ 3672.90*(an amount must be included even if it is zero)*#Tax on no-TFN-quoted contributions **J** \$ 0*(an amount must be included even if it is zero)*Gross tax **B** \$ 3672.90*(T1 plus J)*Foreign income tax offset
C1 \$ 0Rebates and tax offsets
C2 \$

Non-refundable non-carry forward tax offsets

C \$ 0*(C1 plus C2)*

SUBTOTAL 1

T2 \$ 3672.90*(B less C – cannot be less than zero)*Early stage venture capital limited partnership tax offset
D1 \$ 0Early stage venture capital limited partnership tax offset carried forward from previous year
D2 \$ 0Early stage investor tax offset
D3 \$ 0Early stage investor tax offset carried forward from previous year
D4 \$ 0

Non-refundable carry forward tax offsets

D \$ 0*(D1 plus D2 plus D3 plus D4)*

SUBTOTAL 2

T3 \$ 3672.90*(T2 less D – cannot be less than zero)*Complying fund's franking credits tax offset
E1 \$ 167.37No-TFN tax offset
E2 \$National rental affordability scheme tax offset
E3 \$Exploration credit tax offset
E4 \$

Refundable tax offsets

E \$ 167.37*(E1 plus E2 plus E3 plus E4)*#TAX PAYABLE **T5** \$ 3505.53*(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	H1 \$ <input type="text"/>	
Credit for tax withheld – foreign resident withholding (excluding capital gains)	H2 \$ <input type="text" value="0"/>	
Credit for tax withheld – where ABN or TFN not quoted (non-individual)	H3 \$ <input type="text" value="0"/>	
Credit for TFN amounts withheld from payments from closely held trusts	H5 \$ <input type="text"/>	
Credit for interest on no-TFN tax offset	H6 \$ <input type="text"/>	
Credit for foreign resident capital gains withholding amounts	H8 \$ <input type="text"/>	
	Eligible credits	
	H \$ <input type="text" value="0"/>	
	<i>(H1 plus H2 plus H3 plus H5 plus H6 plus H8)</i>	

#Tax offset refunds (Remainder of refundable tax offsets)	I \$ <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 \$ <input type="text" value="776"/>
Supervisory levy	L \$ <input type="text" value="259"/>
Supervisory levy adjustment for wound up funds	M \$ <input type="text"/>
Supervisory levy adjustment for new funds	N \$ <input type="text"/>

AMOUNT DUE OR REFUNDABLE A positive amount at S is what you owe, while a negative amount is refundable to you.	S \$ <input type="text" value="2988.53"/>
	<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 2022*.

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

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

Section F: Member information

MEMBER 1

Title:

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date

H1

Assessable foreign superannuation fund amount

I \$

Non-assessable foreign superannuation fund amount

J \$

Transfer from reserve: assessable amount

K \$

Transfer from reserve: non-assessable amount

L \$

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

T \$

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

M \$

TOTAL CONTRIBUTIONS N \$

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

Other transactions

Allocated earnings or losses **O** \$

Loss

Accumulation phase account balance **S1** \$

Inward rollovers and transfers **P** \$

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

Outward rollovers and transfers **Q** \$

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

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Code

Code

TRIS Count

CLOSING ACCOUNT BALANCE S \$

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

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

Fund's tax file number (TFN)

Section H: **Assets and liabilities**

15 ASSETS

15a Australian managed investments

Listed trusts **A** \$ -00
 Unlisted trusts **B** \$ -00
 Insurance policy **C** \$ -00
 Other managed investments **D** \$ -00

15b Australian direct investments

Limited recourse borrowing arrangements
 Australian residential real property
J1 \$ -00
 Australian non-residential real property
J2 \$ -00
 Overseas real property
J3 \$ -00
 Australian shares
J4 \$ -00
 Overseas shares
J5 \$ -00
 Other
J6 \$ -00
 Property count
J7

Cash and term deposits **E** \$ -00
 Debt securities **F** \$ -00
 Loans **G** \$ -00
 Listed shares **H** \$ -00
 Unlisted shares **I** \$ -00
 Limited recourse borrowing arrangements **J** \$ -00
 Non-residential real property **K** \$ -00
 Residential real property **L** \$ -00
 Collectables and personal use assets **M** \$ -00
 Other assets **O** \$ -00

15c Other investments

Crypto-Currency **N** \$ -00

15d Overseas direct investments

Overseas shares **P** \$ -00
 Overseas non-residential real property **Q** \$ -00
 Overseas residential real property **R** \$ -00
 Overseas managed investments **S** \$ -00
 Other overseas assets **T** \$ -00

TOTAL AUSTRALIAN AND OVERSEAS ASSETS **U** \$ -00
 (Sum of labels **A** to **T**)

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year?
A No Yes \$ -00

Fund's tax file number (TFN)

15f Limited recourse borrowing arrangements

If the fund had an LRBA were the LRBA borrowings from a licensed financial institution? **A** No Yes

Did the members or related parties of the fund use personal guarantees or other security for the LRBA? **B** No Yes

16 LIABILITIES

Borrowings for limited recourse borrowing arrangements	V1 \$ <input type="text" value="160255"/> -00	
Permissible temporary borrowings	V2 \$ <input type="text"/> -00	
Other borrowings	V3 \$ <input type="text"/> -00	
	Borrowings	V \$ <input type="text" value="160255"/> -00
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)	W \$ <input type="text" value="533567"/> -00	
Reserve accounts	X \$ <input type="text" value="0"/> -00	
Other liabilities	Y \$ <input type="text" value="2729"/> -00	
TOTAL LIABILITIES	Z \$ <input type="text" value="696551"/> -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 2021–22 income year, write **2022**). **A**

If revoking or varying a family trust election, print **R** for revoke or print **V** for variation, and complete and attach the *Family trust election, revocation or variation 2022*. **B**

Interposed entity election status

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an *Interposed entity election or revocation 2022* for each election.

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2022*. **D**

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

The Australian Business Register

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

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

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
*****	Lotia Super	2022

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 17/10/22

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
25176366	Lotia Super Pty Ltd Atf Lotia Super

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

Signature of trustee or director



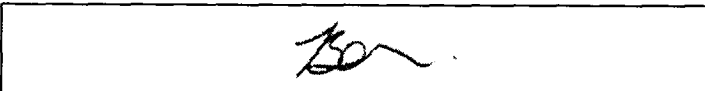
Date 17/10/22

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 5/08/2022

Agent's contact name	Agent's phone	Agent's reference	Client's reference
Kimberlee Brown	1300611320	25176366	LOTIA

Section K: Declarations Fund's tax file number (TFN)

- 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 are in doubt about any aspect of the annual return, place all the facts before the ATO.

Privacy

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

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

TRUSTEE'S OR DIRECTOR'S DECLARATION:

I declare that current trustees and directors have authorised this annual return and it is documented as such in the SMSF's records. I have received the audit report and I am aware of any matters raised. I declare that the information on this annual return, including any attached schedules and additional documentation is true and correct. I also authorise the ATO to make any tax refunds to the nominated bank account (if applicable).

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



Day Month Year
Date 17 / 10 / 22

Preferred trustee or director contact details:

Title Family Name
DR Lotia

First given name Other given names
Rizwan M

Phone number 0487703077

Email address rizwan.lotia@gmail.com

Non-individual trustee name (if applicable)
Lotia Super Pty Ltd

ABN of non-individual trustee 89620184312

Time taken to prepare and complete this annual return Hrs

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

TAX AGENT'S DECLARATION:

I declare that the Self-managed superannuation fund annual return 2022 has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature Date 5/08/2022

Tax agent's contact details

Title

Family name Brown

First given name Other given names
Kimberlee

Tax agent's practice H&R Block

Tax agent's phone number Reference number Tax agent number
1300611320 LOTIA 25176366

- Postal address for annual returns: Australian Taxation Office, GPO Box 9845, IN YOUR CAPITAL CITY

**RESOLUTIONS OF THE DIRECTOR(S) OF THE CORPORATE TRUSTEE LOTIA SUPER
PTY LTD ATF
LOTIA SUPER
PASSED ON 5 AUGUST 2022**

**APPROVAL OF
PREVIOUS MINUTES:**

It was resolved that the minutes of the previous meeting had been 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:

Member Name/Contribution type	Amount
<i>Dr Rizwan Lotia</i> Employer	\$25,500.00

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

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 2022 hereto be confirmed and are in line with the investment strategy of the fund.

Asset / Date	Price	Units	Consideration
<i>Listed Securities Market</i>			
<i>Australian Clinical Labs Limited</i>			
24 Sep 2021	4.6383	1500.00	\$6,957.45
<i>CSL Limited</i>			
07 Feb 2022	253.5700	19.00	\$4,817.83

PROPERTY VALUATIONS:

In respect of the year ending 30 June 2022, 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: 7 Sarges Mews Lilydale VIC 3140 Australia

Valuation	Effective Date	Valuation Date	Type	Source
\$600,000.00	30 Jun 2022	25 Jul 2022	Trustee Valuation	Real Estate website

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	Contra Tax	Direct Tax
<i>Dr Rizwan Lotia</i> Accumulation	(\$69,798.66)	(\$152.10)	\$3,825.00	\$0.00

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, Auditor's Report and Member Statement for the period ended 30 June 2022 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 2022, 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 2022.

INCOME TAX RETURN:

The completed Self-Managed Superannuation Fund Annual Return for the financial year ended 30 June 2022 was tabled for consideration at the meeting.

It was resolved that:

1. the particulars contained in the 2022 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 2022 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*.

Each of the member(s) confirmed that they are a member of the fund and agreed to be bound by the provisions contained within the Trust Deed of the fund (and any subsequent amendments).

AUDITOR:

It was resolved that

Neil Ashton
of
Super Know How Pty Ltd
PO Box A231
Sydney South, NSW 1235

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

TAX AGENT:

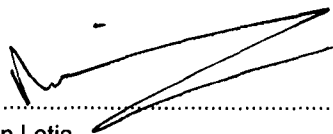
It was resolved that

Kimberlee Brown
of
H&R Block
Level 7
70 Pirie Street
ADELAIDE, SA 5000

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

CLOSURE:

There are no further matters being considered.


..... Dated: 17/10/22
Rizwan Lotia
Chairperson

SUPERKNOWHOW

1 August 2022

The Trustees
Lotia Super
Unit 4/34 Patrick Avenue
Croydon North VIC 3136

Dear Trustees,

**Audit Engagement of the Lotia Super
Year / period ended 30 June 2022 and future years**

You have requested that we audit the Lotia Super, and we are pleased to confirm our acceptance and understanding of this engagement by means of this letter.

Objective and scope of the audit

The purpose of this Engagement Letter is to set out and confirm the terms of engagement between our firm and you. The Engagement Letter is aligned with the standards of APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* (APES 110) and APES 305 *Terms of Engagement* as published by the Accounting Professional and Ethical Standards Board.

Our audit will be conducted pursuant to the *Superannuation Industry (Supervision) Act 1993* (SISA) with the objective of expressing an opinion on the financial report and the Fund's compliance with the specified requirements of the *SISA and Superannuation Industry (Supervision) Regulations 1994* (SISR).

Financial report

Approved SMSF auditor's responsibility

Our responsibility is to express an opinion on the financial report based on the audit. We will conduct an independent audit of the financial report in order to express an opinion on it to the trustee. We have complied with the auditor independence requirements prescribed by the SISR and the competency standards set by Australian Securities & Investments Commission (ASIC). No opinion will be expressed as to whether the accounting policies used are appropriate to the needs of the members.

The financial report has been prepared for distribution to the members for the purpose of fulfilling the trustee's financial reporting requirements under the superannuation fund's governing rules and regulatory requirements.

We disclaim any assumption of responsibility for any reliance on this report, or on the financial statements to which it relates, to any person other than the members, or for any purpose other than that for which it was prepared.

The Auditing Standards now require that, when reporting on special purpose financial reports with a reporting period commencing from 1 January 2010, an Emphasis of Matter (Basis of Accounting) paragraph is included in the audit report. It must alert users of the auditors report that the report is prepared in accordance with the special purpose framework and as a result, may not be suitable for another purpose. The inclusion of the required Emphasis of Matter (Basis of Accounting) will not modify our audit opinion.

Liability limited by a scheme approved under Professional Standards Legislation

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Website:
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ABN:
83 142 544 732

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Our audit will be conducted in accordance with Australian Auditing Standards. These 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 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. In making those risk assessments, the auditor considers internal controls relevant to the trustee's preparation and fair presentation 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 of the effectiveness of the trustee's internal controls. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the trustees, as well as evaluating the overall presentation of the financial report.

Trustee's responsibility

Each SMSF trustee is responsible for the preparation and fair presentation of the financial report and has determined that the accounting policies used are consistent with the financial reporting requirements of the SMSF's governing rules, comply with the requirements of the (SISA) and the (SISR) and are appropriate to meet the needs of the members. The trustee's responsibility also includes establishing and maintaining internal control relevant to the preparation and fair presentation of the financial report that is free from material misstatement, whether due to fraud or error; selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

Compliance Report

Approved SMSF auditor's responsibility

Our responsibility is to express an opinion on the trustee's compliance, based on the compliance engagement. We have complied with the auditor independence requirements prescribed by the SISR and the competency standards set by Australian Securities & Investments Commission (ASIC). Our audit will be conducted in accordance with applicable Standards on Assurance Engagements to provide reasonable assurance that the trustee of the fund has complied, in all material respects, with the relevant requirements of the following provisions (to the extent applicable) of the SISA and the SISR.

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

Our procedures include examination, on a test basis, of evidence supporting compliance with those requirements of the SISA and the SISR. These tests will not be performed continuously throughout the period, are not designed to detect all instances of non compliance, and have not covered any other provisions of the SISA and the SISR apart from those specified. Our procedures with respect to section 62 will include testing that the fund trust deed establishes the fund solely for the provision of retirement benefits for fund members or their dependants in the case of the member's death before retirement; a review of investments to ensure the fund is not providing financial assistance to members, unless allowed under the legislation; and that no preserved benefits have been paid before a condition of release has been met.

Our procedures with respect to regulation 4.09 will include testing that the fund trustee has an investment strategy, that the trustee has given consideration to risk, return, liquidity, diversification, the insurance needs of fund members, and that the fund's investments are made in line with that investment strategy. No opinion will be made on the investment strategy or its appropriateness to the fund members.

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Trustee's responsibility

Each SMSF trustee is responsible for complying with the requirements of the SISA and the SISR. As part of our audit process, we will request from the trustees written confirmation concerning representations made to us in connection with the audit. This representation letter must be signed and returned to us prior to signing the audit report.

Report on significant matters

Under Section 129 and 130 of the SIS Act 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 or if we believe the fund may be, or may be about to become in an unsatisfactory financial position we are required under Section 130 to report to you in writing. If the contravention affects the interest of the members or beneficiaries of the fund, we are also required to notify the Australian Taxation Office using the prescribed contraventions notice.

Our audit procedures are designed to gather sufficient appropriate audit evidence to form an opinion on the financial report. Unless otherwise agreed with you, we assume no responsibility to design audit procedures to identify matters that may be appropriate to report to you. However, if we encounter matters during the course of our audit, which we believe should be brought to your attention for your consideration or further action; we will communicate these matters to you. If no such matters come to our attention, we will report accordingly.

You cannot assume that any matters reported to you, or that a report indicating that there are no matters to be communicated, indicates that there are no additional matters, or matters that you should be aware of in meeting your responsibilities. There may also be circumstances in which our report may differ from its expected form and content.

Independence

We confirm that, to the best of our knowledge and belief, the engagement team meets the current independence requirements of APES 110, Code of Ethics for Professional Accountants, in relation to the audit of the fund. In conducting our financial and compliance audit, should we become aware that we have contravened the independence requirements, we shall notify you on a timely basis.

Responsibility for loss

We must take reasonable care in performing services for you under this agreement. If you suffer loss or damage partly as a result of our fault in providing the services, and partly as a result of your own fault, your claim for damages against us for breach of contract will be reduced, as in a negligence claim made by you or the superannuation fund that you are engaging our services on behalf of, to the extent that is just and equitable having regard to your share in the responsibility for that loss or damage.

As a firm participating in a scheme approved under Professional Services Legislation, our liability may be limited under the scheme.

In the event that we do not receive sufficient information more than 4 weeks prior to the due lodgement date to complete our audit and in the event that our outstanding queries resulting from our audit are not resolved within 2 weeks of us issuing our outstanding matters letter, we accept no responsibility for any interest, penalties or losses incurred. Further the responsibility to lodge the Self managed superannuation fund annual return, other forms and statements statutorily required by the Australian Taxation Office is that of the trustees of the fund or its accountants / fund administrators. We accept no responsibility for late lodgement or failure of these lodgements.

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Other

Engagement of Sub contractors

We may engage sub contractors to provide some of the services offered in connection with this agreement.

Cloud Computing Systems

In providing our services to you, we utilize cloud computing systems (Cloud computing means the use of computing resources that are delivered as a service over the internet. Cloud Computing entrusts remote services with a user's data, software, and computation).

Professional Standards and Confidentiality

The conduct of our audit in accordance with 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 express consent. Our audit files may, however, be subject to review as part of the quality control review program of the CPA, or the Australian Taxation Office. We advise that by signing this letter you acknowledge that, if requested, our audit file relating to this audit will be made available under this program. The same strict confidentiality requirements apply under this program as apply to us as your auditor.

During the course of our audit, it is sometimes necessary for us to request information from third parties including share registries, managed fund and wrap account providers, financial institutions etc to verify information required solely to satisfy our audit function. This information will not be disclosed to any other parties. We advise that by signing this letter you consent to our authority to request and directly receive such information which shall remain confidential.

This letter will be effective for future years unless we advise you of its amendment or replacement, or the engagement is terminated. If these arrangements are acceptable, please sign and return this letter. I will liaise with your appointed SMSF administrator in respect to the timing of the audit.

Yours faithfully,



Neil Ashton
Super Know How Pty Ltd

The above terms of your engagement are confirmed and accepted on behalf of the Lotia Super by:



Dr Rizwan Lotia

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The Trustees
Lotia Super
Unit 4/34 Patrick Avenue
Croydon North VIC 3136

1 August 2022

Neil Ashton
Super Know How Pty Ltd
PO Box A231
Sydney South NSW 1235

Dear Sir/Madam,

**Representation Letter From the Trustees of the Lotia Super
For the Year Ended 30 June 2022**

In connection with your examination of the financial statements of the Lotia Super for the year ended 30 June 2022, the following representations are made which are true to the best of our knowledge and belief.

Legislative Requirements

The fund is being conducted in accordance with the *Superannuation Industry (Supervision) Act 1993*, and the *Superannuation Industry (Supervision) Regulations 1994*, (SIS legislation) 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
for the year ended 30 June 2022.

There are no breaches or possible breaches of laws or regulations whose effects should be considered for disclosure in the financial statements and to the Australian Taxation Office.

Governing Rules

The fund has been conducted in accordance with its governing rules at all times during the year and there were no amendments to the same during the financial year except as notified to you.

Sole Purpose

The fund is maintained for the sole or primary purpose of providing benefits to members upon their retirement, or their dependents in the case of death prior to retirement.

Trustee Covenants, Trustees and Fund Conduct

- a) The trustees have complied with all the Trustee Covenants set out in s52 of the SIS legislation.
- b) If the trustee of the fund is a corporate trustee, we as the directors of the trustee company confirm that
 - i. all members of the fund are directors of the trustee company.
 - ii. if the fund is a single member fund then the trustee company has a maximum of one non-member director, otherwise all directors of the trustee company are members of the fund.
 - iii. All representations said to be given by the trustees of the fund are given by us in the capacity as directors of the trustee company.
- c) The trustees are not disqualified persons under s126K of the SIS legislation.
- d) No trustee receives any remuneration from the fund.
- e) There have been no communications from regulatory agencies concerning non compliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial report.

Accounting Policies

The trustees have determined that the Fund is not a reporting entity for the financial year ended 30 June 2022 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 requirements of the SIS legislation.

We are responsible for the presentation (in the financial statements) of the operating statement / changes in net assets for the period and the presentation of the statement of financial position / statement of net assets at balance date, in conformity with generally accepted accounting principles and in accordance with the relevant statutory requirements and applicable Accounting Standards.

All the significant accounting policies of the fund are adequately described in Note 1 to the accounts and are consistent with the policies adopted in the previous year.

Books, Records and Minutes

All financial books, records and related data have been accurately maintained and made available to you, including minutes of the trustees' meetings, the Trust Deed and Fund Rules.

We acknowledge our responsibility for the design and implementation of internal control to prevent and detect error. We have established and maintained an adequate internal control structure to facilitate the preparation of reliable financial reports, 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.

All accounting records and financial reports have been kept for 5 years, minutes and records of directors of the corporate trustee meetings have been kept for 10 years and trustee declarations in the approved form have been signed and kept for each trustee appointed after 30 June 2007.

Contributions

We confirm that the contributions, if any, received by the fund are within the limits imposed by the legislation, taking into account contributions paid to and member balances in other superannuation funds.

Investment Strategy

The trustees have formulated and given effect to an investment strategy as perceived by the trustees to be beneficial to the fund in fulfilling its sole objective of providing retirement benefits to its members in accordance with the SIS legislation and the trust deed.

In case the investment strategy has already been formulated and given effect by the trustees in the prior years, the trustees confirm that it has been updated by a resolution of all the members and trustees of the fund. We have provided you with a signed copy of this resolution.

Asset Form

The assets of the fund are being held in a form suitable for the benefit of the members of the fund and are in conformity with the trust deed and the updated investment strategy perceived by the trustees.

Ownership and Pledging of Assets

- a) The fund has satisfactory title to all assets appearing in the balance sheet. Investments are registered in the name of the Superannuation Fund or in the name of the Trustees of the Superannuation Fund.
- b) In case the investments are registered in the name of the individual trustees or a corporate trustee, the trustees of the fund or the directors of the trustee company confirm that all such investments held by them as appearing on the balance sheet of the fund are held by them in trust for the fund.
- c) No assets of the fund have been pledged to secure liabilities of the fund or of others, or for any other purpose.
- d) All investments, held by the fund or by us in trust for the fund, have not been encumbered during the financial year ending 30 June 2022.

Investments

- a) Investments are carried in the books at market value. Such amounts are considered reasonable in the light of present circumstances.
- b) There are no commitments, fixed or contingent, for the purchase or sale of long term investments.
- c) Investment transactions and investments held are in accordance with the investment strategy, which complies with SIS legislation investment restrictions and has been determined with due regard to risk, return, liquidity and diversification.
- d) All rental properties (if any) owned by the fund or held by us in trust for the fund have:
 - i. Not been leased to a member or a related party of the fund, unless the property is a business real estate property and therefore excluded from the definition of an In House Asset.
 - ii. Been rented out on an arm's length basis.
- e) In the event that the fund has made investments in assets such as wines or artwork we as the trustees of the fund confirm that:
 - i. The fund has not contravened the sole purpose test and the in house asset rules of the SIS Legislation in respect of these investments.
 - ii. These investments are not held or displayed at the residence of the members or their relatives and are stored at external premises such that no related party of the fund derives any personal benefit from these investments.
 - iii. These investments are adequately insured against theft, fire or other form of destruction.
 - iv. The investments exist, are properly valued, and have been acquired in accordance with the investment strategy.
- f) In the event that the fund has investments in unlisted related entities (either companies or unit trusts), which exceed 5% of the funds' total assets we confirm, that the related entities:
 - i. Have not lent any monies or rendered any financial assistance to any related party of the fund.
 - ii. Do not have any borrowings or loans.
 - iii. Do not have any investments in any other entity including the standard employer sponsor of the fund or an associate of theirs.
 - iv. Do not have any assets with an encumbrance or a charge over them.
 - v. Have not acquired any assets from a related party of the fund except business real properties.
 - vi. Have not entered into a binding lease agreement with a related party of the fund unless the lease relates to business real property.
 - vii. Have conducted all transactions on an arm's length basis.
- g) In the event that the fund has investments in a pre 11 August 1999 related unit trust, we confirm the following:
 - i. The investment in the unit trust was made by the super fund prior to 11 August 1999 and was not an in house asset then.
 - ii. Reinvestment of earnings or additional investments into the unit trust are made by the super fund in accordance with Sections 71D & 71E of the SIS legislation as applicable.

Borrowings

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

Safeguarding Assets

We have considered the importance of safeguarding the assets of the fund, and we confirm we have the following procedures in place to achieve this:

- a) Authorised signatories on bank and investment accounts are regularly reviewed and considered appropriate; and
- b) Tangible assets are, where appropriate, adequately insured and appropriately stored.

Significant Assumptions

We believe that significant assumptions used by us in making accounting estimates are reasonable.

Installment Warrants

In the event that the fund holds investments by way of an installment warrant arrangement we confirm the following:

- c) The beneficial interest in the asset is held on trust by the superannuation fund.
- d) The super fund has the right to acquire legal ownership of the asset by repaying the outstanding loan amount and any other amounts owing.
- e) The loan amount associated with the installment warrant is a non recourse loan.
- f) The borrowing is used for no other purpose than acquiring the asset.
- g) The asset is one that the super fund is permitted by law to acquire and hold directly.

Members and Related Parties

- a) No assets have been acquired from a member or a related party other than as permitted under the SIS legislation.
- b) The fund has not lent money to, or given financial assistance to a member or relative of a member.
- c) Related party transactions and related amounts receivable or payable have been properly recorded or disclosed in the financial statements.
- d) In case any of the members of the fund are more than 65 years of age we as the trustees of the fund confirm that the provisions of Regulations 7.04 of the SIS legislation relating to the contribution acceptance standards have not been contravened in view of the members' age.

Subsequent Events

No events or transactions have occurred since 30 June 2022 (other than normal movements in the value of listed shares, managed funds, public unit trusts or property investments), or are pending, which would have a material effect upon the fund's state of affairs at the date, or which are of such significance in relation to the fund's affairs as to require mention in notes to the financial statements in order to ensure they are not misleading as to the state of affairs or its gains or losses or movement in member's funds.

Legal Matters

We confirm that you have been advised of all significant legal matters, and that the probability of any material revenue or expenses arising from such legal matters has been adequately accounted for, and been appropriately disclosed in the financial report.

There have been no communications from the ATO concerning a contravention of SIS legislation which has occurred, is occurring, or is about to occur.

Material Misstatement

We understand and acknowledge that we did not engage the auditor of the superannuation fund for the purpose of detecting fraud or error. We acknowledge that the work undertaken to form an opinion is permeated by judgment, in particular regarding the nature, timing and extent of the audit procedures for gathering of audit evidence and the drawing of conclusions based on the audit evidence gathered. In addition, there are inherent limitations in any audit, and these include the use of testing, the inherent limitations of any internal control structure, the possibility of collusion and the fact that most audit evidence is persuasive rather than conclusive.

As a result, the audit can only provide reasonable, not absolute, assurance that the financial report is free of material misstatement.

Risk of Fraud and Procedures for Identifying and Responding to Fraud

The risk that the financial report is materially misstated due to fraud is considered to be low as a result of the following:

- a) The trustees are signatories on all transactions and no other party has the authority to act on behalf of the trustees and
- b) Reconciliations are undertaken by the fund's accountant for both investments held and all bank accounts maintained by the fund.

We have not identified any specific risks of fraud.

As trustees we believe that the procedures in place reduce the risk of fraud, however should fraudulent activity be identified, the trustees would ensure all trustees are aware of the situation and the fund's accountant and auditor would be informed.

We confirm that we have no knowledge of any actual, suspected or alleged fraud affecting the fund.

Going Concern

We confirm we have no knowledge of any events or conditions that would cast significant doubt on the fund's ability to continue as a going concern.

Other

We, the trustees of the Lotia Super acknowledge that during the course of your audit, it is sometimes necessary for you to request information from third parties including share registries, managed fund and wrap account providers, financial institutions etc to verify information required solely to satisfy your audit function. This information will not be disclosed to any other parties. We further acknowledge that by signing this letter we consent to your authority to request and directly receive such information which shall remain confidential.

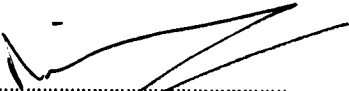
Acknowledgement of Outstanding Matters Letter

We acknowledge that we will be provided with an outstanding matters letter from you stating if any, the outstanding issues, non compliance with SIS legislation, and the corrected and uncorrected misstatements in the financial report.

We have considered the effect of the uncorrected misstatements (if applicable) in the financial report and confirm that we consider the misstatements to be immaterial both individually and in aggregate to the financial report when taken as a whole.

Yours faithfully,

Lotia Super



.....
Dr Rizwan Lotia

SUPERKNOWHOW

19 October 2022

The Trustees
Lotia Super
Unit 4/34 Patrick Avenue
Croydon North VIC 3136

Dear Trustees,

Lotia Super - Audit of Period Ended 30 June 2022

I wish to advise that the audit of the Lotia Super for the period ended 30 June 2022 has been completed.

Auditors are encouraged by the Australian Taxation Office to issue management letters at the completion of each audit as a means of advising the trustee of any matters noted during the course of the audit.

My audit work involves examination, on a test basis, of evidence supporting the amounts and other disclosures in the financial report in order to form an opinion as to whether, in all material respects, the financial report is fairly stated in accordance with the accounting policies described in the notes thereto. Further, my audit work involves examination, again on a test basis, of evidence supporting compliance with certain requirements of the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation Industry (Supervision) Regulations 1993* ("SIS").

I advise that I have not encountered any matters during the course of my audit that I believe should be brought to your attention.

If you have any queries with regard to the above, please do not hesitate to contact me.

Yours faithfully,



Neil Ashton
Super Know How Pty Ltd

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Lotia Super

Self-Managed Superannuation Fund Independent Auditor's Report for the period 1 July 2021 to 30 June 2022

Approved Self-Managed Superannuation Fund (SMSF) Auditor Details:

Name	Neil Ashton
Business Name	Super Know How Pty Ltd
Business Postal Address	PO Box A231 Sydney South NSW 1235
SMSF Auditor Number (SAN)	100262137

SMSF Details:

Self-Managed Superannuation Fund (SMSF) Name	Lotia Super
Australian Business Number (ABN)	70668728817
Fund Address	Unit 4/34 Patrick Avenue Croydon North VIC 3136
Year of Income Being Audited	2022

To the SMSF Trustees

To the SMSF trustees of the Lotia Super

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Lotia Super

Self-Managed Superannuation Fund Independent Auditor's Report for the period 1 July 2021 to 30 June 2022

Part A: Financial Audit

Opinion

I have audited the special purpose financial report of the Lotia Super comprising the statement of financial position as at 30 June 2022, and the operating statement, a summary of significant accounting policies and other explanatory notes for the year ended 30 June 2022.

In my opinion, the financial report presents fairly, in all material respects, in accordance with the accounting policies described in the notes to the financial report, the financial position of the fund at 30 June 2022 and the results of its operations for the year then ended.

Basis For Opinion

My audit has been conducted in accordance with Australian Auditing Standards (issued by the Auditing and Assurance Standards Board). My responsibilities under those standards are further described in the *Approved SMSF Auditor's Responsibilities for the Audit of the Financial Report* section of this report.

I am independent of the SMSF in accordance with the auditor independence requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* (the Code) that are relevant to this audit and as required by the *Superannuation Industry (Supervision) Regulations 1994* (SISR). I have also fulfilled my other ethical responsibilities in accordance with the Code. In particular, neither myself, my firm or my network firm assumed a management responsibility for the fund. My firm or network firm did not prepare the financial statements for the fund. Where my firm or network firm provided any other non-assurance services to the fund, we are satisfied that those services were not prohibited under the Code and any independence threats arising have been eliminated or reduced to an acceptable level by the application of safeguards.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

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Emphasis of Matter - Basis of Accounting

I draw attention to note 1 of the financial report, which describes the basis of accounting. The financial report has been prepared to assist the Lotia Super to meet the requirements of the SMSF's governing rules, the *Superannuation Industry (Supervision) Act 1993* (SISA) and the SISR. As a result, the financial report may not be suitable for other purposes and should not be distributed to parties other than the trustees. My opinion is not modified in respect of this matter.

Responsibilities of SMSF Trustees for the Financial Report

Each SMSF trustee (individual trustee or director of the corporate trustee) is responsible for the preparation and fair presentation of the financial report in accordance with the financial reporting requirements of the SMSF's governing rules, the SISA and the SISR. Each trustee is also responsible for such internal controls as they determine are necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the trustees are responsible for assessing the fund's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the trustees intend to wind-up the fund or have no realistic alternative but to do so.

Each SMSF Trustee is responsible for overseeing the fund's financial reporting process.

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Lotia Super

Self-Managed Superannuation Fund Independent Auditor's Report for the period 1 July 2021 to 30 June 2022

Approved SMSF Auditor's Responsibilities for the Audit of the Financial Report

My objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of trustees taken on the basis of this financial report.

As part of an audit in accordance with Australian Auditing Standards, I exercise professional judgment and maintain professional scepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the fund's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the trustees.
- Conclude on the appropriateness of trustees' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the fund's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in the auditor's report to the related disclosures in the financial report or if such disclosures are inadequate, to modify my opinion. My conclusions are based on the audit evidence obtained up to the date of the auditor's report. However, future events or conditions may cause the fund to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

I have communicated with the trustees regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that I may identify during the audit.

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Lotia Super

Self-Managed Superannuation Fund Independent Auditor's Report for the period 1 July 2021 to 30 June 2022

Part B: Compliance Engagement

Opinion

I have undertaken a reasonable assurance engagement on the Lotia Super's compliance, in all material respects, with the applicable provisions of the SISA and the SISR as listed below ("the listed provisions") for the year ended 30 June 2022.

Sections: 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K
Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA

In my opinion, each trustee of the Lotia Super has complied, in all material respects, with the listed provisions, for the year ended to 30 June 2022.

Basis For Opinion

I have conducted my engagement in accordance with Standard on Assurance Engagements ASAE 3100 *Compliance Engagements* issued by the Auditing and Assurance Standards Board.

I believe that the evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Independence and Quality Control

I have complied with the independence and other ethical requirements relating to assurance engagements, and applied Auditing Standards ASQC 1 *Quality Control for Firms that Perform Audits and Reviews of Financial Reports and Other Financial Information, and Other Assurance Engagements* in undertaking this assurance engagement. In particular, neither myself, my firm or my network firm assumed a management responsibility for the fund. Where my firm or network firm provided any other non-assurance services to the fund, we are satisfied that those services were not prohibited under the Code and any independence threats arising have been eliminated or reduced to an acceptable level by the application of safeguards.

SMSF Trustees' Responsibilities

Each SMSF trustee is responsible for complying with the listed provisions and for the identification of risks that threaten compliance with the listed provisions, controls which will mitigate those risks and monitoring ongoing compliance.

Liability limited by a scheme approved under Professional Standards Legislation

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83 142 544 732

SUPERKNOWHOW

Lotia Super

Self-Managed Superannuation Fund Independent Auditor's Report for the period 1 July 2021 to 30 June 2022

Approved SMSF Auditor's Responsibilities

My responsibility is to express an opinion on the trustees' compliance, in all material respects, with the listed provisions, for the year ended 30 June 2022. ASAE 3100 *Compliance Engagements* requires that I plan and perform my procedures to obtain reasonable assurance about whether the trustee have complied, in all material respects, with the listed provisions for the year ended 30 June 2022.

An assurance engagement to report on the trustees' compliance with the listed provisions involves performing procedures to obtain evidence about the compliance activity and controls implemented to meet the compliance requirements. The procedures selected depend on my judgement, including the identification and assessment of risks of material non-compliance.

My procedures included examination, on a test basis, of evidence supporting compliance with those requirements of the listed provisions for the year ended 30 June 2022.

These tests have not been performed continuously throughout the period, were not designed to detect all instances of non-compliance, and have not covered any other provisions of the SISA and the SISR apart from those specified.

Inherent Limitations

Due to the inherent limitations of an assurance engagement, together with the internal control structure it is possible that fraud, error, or non-compliance with the listed provisions may occur and not be detected.

A reasonable assurance engagement for the year ended 30 June 2022 does not provide assurance on whether compliance with the listed provisions will continue in the future.

Signature of approved SMSF auditor



SMSF Auditor's Name: Neil Ashton

Date Audit Completed: 19 October 2022

Auditor Reference: HRB-2600

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Appendix 1 Explanation Of Listed Sections And Regulations In Compliance Engagement

This appendix is included to assist with the meaning of the legislation and regulations listed above.

Section or Regulation	Explanation
S17A	The fund must meet the definition of an SMSF
S35AE	The trustees must keep and maintain accounting records for a minimum of five years
S35B	The trustees must prepare, sign and retain accounts and statements
S35C(2)	The trustees must provide the auditor with the necessary documents to complete the audit in a timely and professional manner; and within 14 days of a written request from the auditor
S62	The fund must be maintained for the sole purpose of providing benefits to any or all of the following: <ul style="list-style-type: none">• fund members upon their retirement• fund members upon reaching a prescribed age• the dependants of a fund member in the case of the member's death before retirement
S65	The trustees must not loan monies or provide financial assistance to any member or relative at any time during the financial year
S66	The trustees must not acquire any assets (not listed as an exception) from any member or related party of the fund
S67	The trustees of the fund must not borrow any money or maintain an existing borrowing (not listed as an exception)
S67A & 67B	The fund must comply with the limited recourse borrowing arrangement rules when borrowing to purchase single acquirable asset or replacement assets (not listed as an exception to the borrowing rules)
S82-85	The trustees must comply with the in-house asset rules
S103	The trustees must keep minutes of all meetings and retain the minutes for a minimum of 10 years
S104	The trustees must keep up to date records of all trustee or director of corporate trustee changes and trustee consents for a minimum of 10 years
S104A	Trustees who became a trustee on or after 1 July 2007 must sign and retain a trustee declaration

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Self-Managed Superannuation Fund Independent Auditor's Report for the period 1 July 2021 to 30 June 2022

Section or Regulation	Explanation
S105	The trustees must ensure that copies of all member or beneficiary reports are kept for a minimum of 10 years
S109	All investment transactions must be made and maintained at arms-length – that is, purchase, sale price and income from an asset reflects a true market value/rate of return
S126K	A disqualified person cannot be a trustee, investment manager or custodian of a superannuation fund
Sub Reg 1.06 (9A)	Pension payments must be made at least annually, and must be at least the amount calculated under Schedule 7
Reg 4.09	Trustees must formulate, regularly review and give effect to an investment strategy for the fund
Reg 4.09A	The assets of the SMSF must be held separately from any assets held by the trustee personally or by a standard employer sponsor or an associate of the standard employer sponsor
Reg 5.03	Investment returns must be allocated to members in a manner that is fair and reasonable
Reg 5.08	Member minimum benefits must be maintained in the fund until transferred, rolled over, allotted (to the member's spouse) or cashed out in a permitted fashion
Reg 6.17	Payments of member benefits must be made in accordance with Part 6 or Part 7A of the regulations and be permitted by the trust deed
Reg 7.04	Contributions can only be accepted in accordance with the applicable rules for the year being audited
Reg 8.02B	When preparing accounts and statements required by subsection 35B(1) of SISA, an asset must be valued at its market value
Reg 13.12	Trustees must not recognise an assignment of a super interest of a member or beneficiary
Reg 13.13	Trustees must not recognise a charge over or in relation to a member's benefits
Reg 13.14	Trustees must not give a charge over, or in relation to, an asset of the fund
Reg 13.18AA	Investments in collectables and personal use assets must be maintained in accordance with prescribed rules

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