

Compliance Workpapers

Byrne & Singh Superannuation Fund

Financial Year - 2021



Fund Details

Fund Name	Byrne & Singh Superannuation Fund
Contact no	0406399683
Financial Year	2021
Established Date	18/01/2013
ABN	30 907 933 949
TFN	944820579
Trustee Type	Corporate
Trustees	Byrne & Singh Super Pty Ltd
ACN	161998027

Statement of Financial Position

Assets	Qty	2021	2020	Change (\$)	Change (%)	
Other Assets	0.00	198,704.05	180,790.92	17,913.13	9.91	
Cash At Bank	0.00	38,461.37	20,548.24	17,913.13	87.18	
Macquarie Cash Management Account	0.00	38,461.37	20,548.24	17,913.13	87.18	WP-1 WP-2
Receivables	0.00	160,242.68	160,242.68	0.00	0.00	
Sundry Debtors	0.00	160,242.68	160,242.68	0.00	0.00	
Sundry	0.00	160,242.68	160,242.68	0.00	0.00	WP-1 WP-2 WP-3
Total Assets	0.00	198,704.05	180,790.92	17,913.13	9.91	

Liabilities	Qty	2021	2020	Change (\$)	Change (%)	
Income Tax Payable	0.00	2,070.80	-2,170.70	4,241.50	195.40	WP-1 WP-2
Income Tax Instalments Paid	0.00	-145.00	0.00	-145.00	100.00	WP-1
Income Tax Payable	0.00	0.00	-2,170.70	2,170.70	100.00	
Provision for Income Tax	0.00	2,215.80	0.00	2,215.80	100.00	
Other Creditors and Accruals	0.00	-362.00	0.00	-362.00	100.00	
Sundry Liabilities	0.00	-362.00	0.00	-362.00	100.00	
ATO account	0.00	-362.00	0.00	-362.00	100.00	WP-1 WP-2
Total Liabilities	0.00	1,708.80	-2,170.70	3,879.50	178.72	

Member Entitlements	Qty	2021	2020	Change (\$)	Change (%)	
Member Entitlement Accounts	0.00	196,995.25	182,961.62	14,033.63	7.67	WP-1 WP-2
Mr Wayne Singh	0.00	114,409.35	107,420.32	6,989.03	6.51	
Accumulation	0.00	114,409.35	107,420.32	6,989.03	6.51	
Mrs Belinda Singh	0.00	82,585.90	75,541.30	7,044.60	9.33	
Accumulation	0.00	82,585.90	75,541.30	7,044.60	9.33	
Total Member Entitlements	0.00	196,995.25	182,961.62	14,033.63	7.67	

Operating Statement

Income	2021	2020	Change (\$)	Change (%)	
Investment Gains	0.00	0.69	-0.69	100.00	
Realised Capital Gains	0.00	0.69	-0.69	100.00	WP-1
Investment Income	3.02	28.72	-25.70	89.48	WP-1 WP-2
Interest	3.02	28.72	-25.70	89.48	
Cash At Bank	3.02	0.00	3.02	100.00	
Macquarie Cash Management Account	3.02	0.00	3.02	100.00	
Member Receipts	25,577.90	23,084.88	2,493.02	10.80	
Contributions	24,100.97	23,084.88	1,016.09	4.40	WP-1
Employer	24,100.97	23,084.88	1,016.09	4.40	
Mr Wayne Singh	12,114.59	0.00	12,114.59	100.00	WP-1
Mrs Belinda Singh	11,986.38	0.00	11,986.38	100.00	
Rollovers In	1,476.93	0.00	1,476.93	100.00	
Mr Wayne Singh	1,476.93	0.00	1,476.93	100.00	WP-1 WP-2 WP-3
Other Income	1.51	0.00	1.51	100.00	
ATO Interest Payments	1.51	0.00	1.51	100.00	WP-1
Total Income	25,582.43	23,114.29	2,468.14	10.68	
Expenses	2021	2020	Change (\$)	Change (%)	
Member Payments	6,942.50	5,834.34	1,108.16	18.99	

Expenses	2021	2020	Change (\$)	Change (%)	
Insurance Premiums	6,942.50	5,834.34	1,108.16	18.99	
Mr Wayne Singh	4,241.50	0.00	4,241.50	100.00	
Accumulation	4,241.50	0.00	4,241.50	100.00	WP-1 WP-2
Mrs Belinda Singh	2,701.00	0.00	2,701.00	100.00	
Accumulation	2,701.00	0.00	2,701.00	100.00	WP-1 WP-2
Other Expenses	2,390.50	2,410.47	-19.97	0.83	
Accountancy Fee	1,815.00	1,330.00	485.00	36.47	
ASIC Fee	55.00	0.00	55.00	100.00	
Auditor Fee	0.00	485.00	-485.00	100.00	
Bank Fees	2.50	23.47	-20.97	89.35	
Cash At Bank	2.50	0.00	2.50	100.00	
Macquarie Cash Management Account	2.50	0.00	2.50	100.00	
Regulatory Fees	0.00	54.00	-54.00	100.00	
SMSF Supervisory Levy	518.00	518.00	0.00	0.00	
Total Expenses	9,333.00	8,244.81	1,088.19	13.20	
Income Tax	2021	2020	Change (\$)	Change (%)	
Income Tax Expense	2,215.80	0.00	2,215.80	100.00	WP-1 WP-2
Income Tax Expense	2,215.80	0.00	2,215.80	100.00	
Total Income Tax	2,215.80	0.00	2,215.80	100.00	

Net Profit(Loss) Total	14,033.63	14,869.48	
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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			
Mrs Belinda Singh (Age: 41 at 30/06/2021)										
Accumulation	Accumulation	75,541.30	0.00	0.00	82,585.90	0.00	0.00			
Mr Wayne Singh (Age: 47 at 30/06/2021)										
Accumulation	Accumulation	107,420.32	0.00	0.00	114,409.35	0.00	0.00			

Tax Component Verification (Accumulation)

		Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Account Name		Prior Year Tax Free Amount	Current Year Tax Free Amount
Mrs Belinda Singh (Age: 41 at 30/06/2021)				
	Accumulation		1,300.00	1,300.00
Mr Wayne Singh (Age: 47 at 30/06/2021)				
	Accumulation		240.00	321.61

Work Test - Good to Go

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

Contribution Cap Limit

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
Current Year Contributions			Concessional	Non-Concessional
Mr Wayne Singh Date of Birth: 21/03/1974 (Age: 46 at 30/06/2021)				
	Caps		25,000.00	100,000.00
	Cumulative available unused cap		50,000.00	0.00
	Maximum cap available		75,000.00	100,000.00
	Contributions made (to this fund)		12,114.59	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		12,114.59	0.00
	Amount above caps		0.00	0.00
Mrs Belinda Singh Date of Birth: 20/01/1980 (Age: 40 at 30/06/2021)				
	Caps		25,000.00	100,000.00
	Cumulative available unused cap		50,000.00	0.00
	Maximum cap available		75,000.00	100,000.00
	Contributions made (to this fund)		11,986.38	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		11,986.38	0.00
	Amount above caps		0.00	0.00

Negative Balance - Good to Go

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

Contra Bank Entries - Good to Go

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

Income Comparison - Good to Go

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

Benefits Paid to Member < 60 - Good to Go

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

Retirement Condition - Good to Go

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

Market Value - Not Applicable

The system did not find any data to process.

Pension Limit - Not Applicable

The system did not find any data to process.

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

The system did not find any data to process.

Preservation Components for Member above 65 - Not Applicable

The system did not find any data to process.

Tax Component Verification (Pension) - Not Applicable

The system did not find any data to process.

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

The system did not find any data to process.

General Ledger

Date	Description	Quantity	Debits	Credits	Balance
Member Receipts / Rollovers In / Mr Wayne Singh					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
25/05/2021	Rollover In	0.00	0.00	231.32	231.32
25/05/2021	Rollover In	0.00	0.00	601.34	832.66
25/05/2021	Rollover In	0.00	0.00	644.27	1,476.93
30/06/2021	Closing Balance	0.00	0.00	0.00	1,476.93
Member Receipts / Contributions / Employer / Mr Wayne Singh					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
30/07/2020	SuperChoice P/L PC270720-159531905	0.00	0.00	1,553.79	1,553.79
30/07/2020	SuperChoice P/L PC270720-159531906	0.00	0.00	1,553.79	3,107.58
06/11/2020	RESPONSE LEARNIN Super Q2 2020	0.00	0.00	3,107.58	6,215.16
14/01/2021	ATO ATO007000014001597	0.00	0.00	128.21	6,343.37
25/01/2021	RESPONSE LEARNIN Super Q3FY21	0.00	0.00	2,663.64	9,007.01
27/04/2021	RESPONSE LEARNIN SuperQ3FY21	0.00	0.00	3,107.58	12,114.59
30/06/2021	Closing Balance	0.00	0.00	0.00	12,114.59
Member Receipts / Contributions / Employer / Mrs Belinda Singh					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
30/07/2020	SuperChoice P/L PC270720-159531905	0.00	0.00	1,553.79	1,553.79
30/07/2020	SuperChoice P/L PC270720-159531906	0.00	0.00	1,553.79	3,107.58

Date	Description	Quantity	Debits	Credits	Balance
06/11/2020	RESPONSE LEARNIN Super Q2 2020	0.00	0.00	3,107.58	6,215.16
25/01/2021	RESPONSE LEARNIN Super Q3FY21	0.00	0.00	2,663.64	8,878.80
27/04/2021	RESPONSE LEARNIN SuperQ3FY21	0.00	0.00	3,107.58	11,986.38
30/06/2021	Closing Balance	0.00	0.00	0.00	11,986.38
Investment Income / Interest / Cash At Bank / Macquarie Cash Management Account					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
31/07/2020	MACQUARIE CMA INTEREST PAID	0.00	0.00	0.91	0.91
31/08/2020	MACQUARIE CMA INTEREST PAID	0.00	0.00	1.17	2.08
30/09/2020	MACQUARIE CMA INTEREST PAID	0.00	0.00	0.94	3.02
30/06/2021	Closing Balance	0.00	0.00	0.00	3.02
Other Income / ATO Interest Payments					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
18/12/2020	Fund General Income	0.00	0.00	1.51	1.51
30/06/2021	Closing Balance	0.00	0.00	0.00	1.51
Member Payments / Insurance Premiums / Mr Wayne Singh / Accumulation					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
28/07/2020	ZURICH LIFE M043448 39	0.00	3,478.84	0.00	3,478.84
28/05/2021	ZURICH LIFE M043448 39	0.00	381.33	0.00	3,860.17
28/06/2021	ZURICH LIFE M043448 39	0.00	381.33	0.00	4,241.50
30/06/2021	Closing Balance	0.00	0.00	0.00	4,241.50

Date	Description	Quantity	Debits	Credits	Balance
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
28/07/2020	Insurance Premium Paid	0.00	3,478.84	0.00	3,478.84
28/07/2020	ZURICH LIFE M043448 39	0.00	0.00	3,478.84	0.00
28/05/2021	Insurance Premium Paid	0.00	381.33	0.00	381.33
28/05/2021	ZURICH LIFE M043448 39	0.00	0.00	381.33	0.00
28/06/2021	Insurance Premium Paid	0.00	381.33	0.00	381.33
28/06/2021	ZURICH LIFE M043448 39	0.00	0.00	381.33	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00

Member Payments / Insurance Premiums / Mrs Belinda Singh / Accumulation

01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
28/07/2020	ZURICH LIFE M043448 39	0.00	2,224.36	0.00	2,224.36
28/05/2021	ZURICH LIFE M043448 39	0.00	238.32	0.00	2,462.68
28/06/2021	ZURICH LIFE M043448 39	0.00	238.32	0.00	2,701.00
30/06/2021	Closing Balance	0.00	0.00	0.00	2,701.00
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
28/07/2020	Insurance Premium Paid	0.00	2,224.36	0.00	2,224.36
28/07/2020	ZURICH LIFE M043448 39	0.00	0.00	2,224.36	0.00
28/05/2021	Insurance Premium Paid	0.00	238.32	0.00	238.32
28/05/2021	ZURICH LIFE M043448 39	0.00	0.00	238.32	0.00
28/06/2021	Insurance Premium Paid	0.00	238.32	0.00	238.32

Date	Description	Quantity	Debits	Credits	Balance
28/06/2021	ZURICH LIFE M043448 39	0.00	0.00	238.32	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Expenses / Accountancy Fee					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
30/07/2020	ANNUAL ASIC ACCOUNTING	0.00	41.25	0.00	41.25
30/07/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	178.75
28/08/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	316.25
30/09/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	453.75
30/10/2020	ANNUAL ASIC ACCOUNTING	0.00	41.25	0.00	495.00
30/10/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	632.50
30/11/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	770.00
30/12/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	907.50
29/01/2021	ANNUAL ASIC ACCOUNTING	0.00	41.25	0.00	948.75
29/01/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	1,086.25
26/02/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	1,223.75
30/03/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	1,361.25
30/04/2021	ANNUAL ASIC ACCOUNTING	0.00	41.25	0.00	1,402.50
30/04/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	1,540.00
28/05/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	1,677.50
30/06/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	1,815.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2021	Closing Balance	0.00	0.00	0.00	1,815.00
Other Expenses / ASIC Fee					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
18/03/2021	BPAY TO ASIC	0.00	55.00	0.00	55.00
30/06/2021	Closing Balance	0.00	0.00	0.00	55.00
Other Expenses / Bank Fees / Cash At Bank / Macquarie Cash Management Account					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
01/07/2020	PAPER STATEMENT FEE	0.00	2.50	0.00	2.50
30/06/2021	Closing Balance	0.00	0.00	0.00	2.50
Other Expenses / SMSF Supervisory Levy					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
07/01/2021	Fund Income Tax Payment	0.00	259.00	0.00	259.00
20/05/2021	ATO ATO005000014483357	0.00	259.00	0.00	518.00
30/06/2021	Closing Balance	0.00	0.00	0.00	518.00
Income Tax Expense / Income Tax Expense					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
28/07/2020	Fund Income Tax	0.00	0.00	333.65	333.65
28/07/2020	Fund Income Tax	0.00	0.00	521.83	855.48
30/07/2020	Fund Income Tax	0.00	466.14	0.00	389.34
30/07/2020	Fund Income Tax	0.00	466.14	0.00	76.80

Date	Description	Quantity	Debits	Credits	Balance
06/11/2020	Fund Income Tax	0.00	466.14	0.00	542.94
06/11/2020	Fund Income Tax	0.00	466.14	0.00	1,009.08
14/01/2021	Fund Income Tax	0.00	19.23	0.00	1,028.31
25/01/2021	Fund Income Tax	0.00	399.55	0.00	1,427.86
25/01/2021	Fund Income Tax	0.00	399.55	0.00	1,827.41
27/04/2021	Fund Income Tax	0.00	466.14	0.00	2,293.55
27/04/2021	Fund Income Tax	0.00	466.14	0.00	2,759.69
28/05/2021	Fund Income Tax	0.00	0.00	35.75	2,723.94
28/05/2021	Fund Income Tax	0.00	0.00	57.20	2,666.74
28/06/2021	Fund Income Tax	0.00	0.00	35.75	2,630.99
28/06/2021	Fund Income Tax	0.00	0.00	57.20	2,573.79
30/06/2021	Fund Income Tax	0.00	0.00	357.99	2,215.80
30/06/2021	Closing Balance	0.00	0.00	0.00	2,215.80
Cash At Bank - Macquarie Cash Management Account					
01/07/2020	Opening Balance	0.00	0.00	0.00	20,548.24
01/07/2020	PAPER STATEMENT FEE	0.00	0.00	2.50	20,545.74
28/07/2020	ZURICH LIFE M043448 39	0.00	0.00	570.32	19,975.42
30/07/2020	ANNUAL ASIC ACCOUNTING	0.00	0.00	41.25	19,934.17
30/07/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	19,796.67
30/07/2020	SuperChoice P/L PC270720-159531905	0.00	3,107.58	0.00	22,904.25

Date	Description	Quantity	Debits	Credits	Balance
30/07/2020	SuperChoice P/L PC270720-159531906	0.00	3,107.58	0.00	26,011.83
31/07/2020	MACQUARIE CMA INTEREST PAID	0.00	0.91	0.00	26,012.74
28/08/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	25,875.24
28/08/2020	ZURICH LIFE M043448 39	0.00	0.00	570.32	25,304.92
31/08/2020	MACQUARIE CMA INTEREST PAID	0.00	1.17	0.00	25,306.09
28/09/2020	ZURICH LIFE M043448 39	0.00	0.00	570.32	24,735.77
30/09/2020	MACQUARIE CMA INTEREST PAID	0.00	0.94	0.00	24,736.71
30/09/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	24,599.21
28/10/2020	ZURICH LIFE M043448 39	0.00	0.00	570.32	24,028.89
30/10/2020	ANNUAL ASIC ACCOUNTING	0.00	0.00	41.25	23,987.64
30/10/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	23,850.14
06/11/2020	RESPONSE LEARNIN Super Q2 2020	0.00	6,215.16	0.00	30,065.30
30/11/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	29,927.80
30/11/2020	ZURICH LIFE M043448 39	0.00	0.00	570.32	29,357.48
29/12/2020	ZURICH LIFE M043448 39	0.00	0.00	570.32	28,787.16
30/12/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	28,649.66
07/01/2021	ATO ATO008000014284830	0.00	961.21	0.00	29,610.87
14/01/2021	ATO ATO007000014001597	0.00	128.21	0.00	29,739.08
25/01/2021	RESPONSE LEARNIN Super Q3FY21	0.00	5,327.28	0.00	35,066.36
28/01/2021	ZURICH LIFE M043448 39	0.00	0.00	570.32	34,496.04

Date	Description	Quantity	Debits	Credits	Balance
29/01/2021	ANNUAL ASIC ACCOUNTING	0.00	0.00	41.25	34,454.79
29/01/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	34,317.29
26/02/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	34,179.79
01/03/2021	ZURICH LIFE M043448 39	0.00	0.00	570.32	33,609.47
18/03/2021	BPAY TO ASIC	0.00	0.00	55.00	33,554.47
29/03/2021	ZURICH LIFE M043448 39	0.00	0.00	570.32	32,984.15
30/03/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	32,846.65
27/04/2021	RESPONSE LEARNIN SuperQ3FY21	0.00	6,215.16	0.00	39,061.81
28/04/2021	ZURICH LIFE M043448 39	0.00	0.00	570.32	38,491.49
30/04/2021	ANNUAL ASIC ACCOUNTING	0.00	0.00	41.25	38,450.24
30/04/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	38,312.74
20/05/2021	ATO ATO005000014483357	0.00	445.00	0.00	38,757.74
25/05/2021	ATO ATO001000015063550	0.00	1,476.93	0.00	40,234.67
26/05/2021	BPAY TO TAX OFFICE PAYMENTS	0.00	0.00	259.00	39,975.67
28/05/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	39,838.17
28/05/2021	ZURICH LIFE M043448 39	0.00	0.00	619.65	39,218.52
28/06/2021	ZURICH LIFE M043448 39	0.00	0.00	619.65	38,598.87
30/06/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	38,461.37
30/06/2021	Closing Balance	0.00	0.00	0.00	38,461.37

Other Assets - Unsettled Trades / Acquisitions / Sundry Liabilities / ATO account

Date	Description	Quantity	Debits	Credits	Balance
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
07/01/2021	ATO account	0.00	0.00	248.00	248.00
07/01/2021	ATO account	0.00	248.00	0.00	0.00
26/05/2021	BPAY TO TAX OFFICE PAYMENTS	0.00	0.00	259.00	259.00
26/05/2021	BPAY TO TAX OFFICE PAYMENTS	0.00	259.00	0.00	0.00
30/06/2021	JUN21 PAYGI	0.00	0.00	145.00	145.00
30/06/2021	JUN21 PAYGI	0.00	145.00	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Interest / Cash At Bank / Macquarie Cash Management Account					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
31/07/2020	MACQUARIE CMA INTEREST PAID	0.00	0.00	0.91	0.91
31/07/2020	MACQUARIE CMA INTEREST PAID	0.00	0.91	0.00	0.00
31/08/2020	MACQUARIE CMA INTEREST PAID	0.00	0.00	1.17	1.17
31/08/2020	MACQUARIE CMA INTEREST PAID	0.00	1.17	0.00	0.00
30/09/2020	MACQUARIE CMA INTEREST PAID	0.00	0.00	0.94	0.94
30/09/2020	MACQUARIE CMA INTEREST PAID	0.00	0.94	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Rollovers In / Mr Wayne Singh					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
25/05/2021	Rollover In	0.00	231.32	0.00	231.32

Date	Description	Quantity	Debits	Credits	Balance
25/05/2021	Rollover In	0.00	601.34	0.00	832.66
25/05/2021	Rollover In	0.00	644.27	0.00	1,476.93
25/05/2021	RolloverIn Received	0.00	0.00	231.32	1,245.61
25/05/2021	RolloverIn Received	0.00	0.00	601.34	644.27
25/05/2021	RolloverIn Received	0.00	0.00	644.27	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Contributions / Mr Wayne Singh					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
30/07/2020	Contribution Received	0.00	0.00	1,553.79	1,553.79
30/07/2020	Contribution Received	0.00	0.00	1,553.79	3,107.58
30/07/2020	SuperChoice P/L PC270720-159531905	0.00	1,553.79	0.00	1,553.79
30/07/2020	SuperChoice P/L PC270720-159531906	0.00	1,553.79	0.00	0.00
06/11/2020	Contribution Received	0.00	0.00	3,107.58	3,107.58
06/11/2020	RESPONSE LEARNIN Super Q2 2020	0.00	3,107.58	0.00	0.00
14/01/2021	ATO ATO007000014001597	0.00	128.21	0.00	128.21
14/01/2021	Contribution Received	0.00	0.00	128.21	0.00
25/01/2021	Contribution Received	0.00	0.00	2,663.64	2,663.64
25/01/2021	RESPONSE LEARNIN Super Q3FY21	0.00	2,663.64	0.00	0.00
27/04/2021	Contribution Received	0.00	0.00	3,107.58	3,107.58
27/04/2021	RESPONSE LEARNIN SuperQ3FY21	0.00	3,107.58	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Contributions / Mrs Belinda Singh					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
30/07/2020	Contribution Received	0.00	0.00	1,553.79	1,553.79
30/07/2020	Contribution Received	0.00	0.00	1,553.79	3,107.58
30/07/2020	SuperChoice P/L PC270720-159531905	0.00	1,553.79	0.00	1,553.79
30/07/2020	SuperChoice P/L PC270720-159531906	0.00	1,553.79	0.00	0.00
06/11/2020	Contribution Received	0.00	0.00	3,107.58	3,107.58
06/11/2020	RESPONSE LEARNIN Super Q2 2020	0.00	3,107.58	0.00	0.00
25/01/2021	Contribution Received	0.00	0.00	2,663.64	2,663.64
25/01/2021	RESPONSE LEARNIN Super Q3FY21	0.00	2,663.64	0.00	0.00
27/04/2021	Contribution Received	0.00	0.00	3,107.58	3,107.58
27/04/2021	RESPONSE LEARNIN SuperQ3FY21	0.00	3,107.58	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Sundry Debtors / ATO Interest Payments					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
18/12/2020	Fund General Income	0.00	1.51	0.00	1.51
07/01/2021	Fund General Income	0.00	0.00	1.51	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Accountancy Fee					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
30/07/2020	ANNUAL ASIC ACCOUNTING	0.00	0.00	41.25	41.25
30/07/2020	ANNUAL ASIC ACCOUNTING	0.00	41.25	0.00	0.00
30/07/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	137.50
30/07/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	0.00
28/08/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	137.50
28/08/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	0.00
30/09/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	137.50
30/09/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	0.00
30/10/2020	ANNUAL ASIC ACCOUNTING	0.00	0.00	41.25	41.25
30/10/2020	ANNUAL ASIC ACCOUNTING	0.00	41.25	0.00	0.00
30/10/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	137.50
30/10/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	0.00
30/11/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	137.50
30/11/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	0.00
30/12/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	137.50
30/12/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	0.00
29/01/2021	ANNUAL ASIC ACCOUNTING	0.00	0.00	41.25	41.25
29/01/2021	ANNUAL ASIC ACCOUNTING	0.00	41.25	0.00	0.00
29/01/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	137.50

Date	Description	Quantity	Debits	Credits	Balance
29/01/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	0.00
26/02/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	137.50
26/02/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	0.00
30/03/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	137.50
30/03/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	0.00
30/04/2021	ANNUAL ASIC ACCOUNTING	0.00	0.00	41.25	41.25
30/04/2021	ANNUAL ASIC ACCOUNTING	0.00	41.25	0.00	0.00
30/04/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	137.50
30/04/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	0.00
28/05/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	137.50
28/05/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	0.00
30/06/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	137.50
30/06/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00

Other Creditors and Accruals / ASIC Fee

01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
18/03/2021	BPAY TO ASIC	0.00	0.00	55.00	55.00
18/03/2021	BPAY TO ASIC	0.00	55.00	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00

Other Creditors and Accruals / Bank Fees / Cash At Bank / Macquarie Cash Management Account

Date	Description	Quantity	Debits	Credits	Balance
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
01/07/2020	PAPER STATEMENT FEE	0.00	0.00	2.50	2.50
01/07/2020	PAPER STATEMENT FEE	0.00	2.50	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Sundry Liabilities / ATO account					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
07/01/2021	ATO account	0.00	248.00	0.00	248.00
26/05/2021	BPAY TO TAX OFFICE PAYMENTS	0.00	259.00	0.00	507.00
30/06/2021	JUN21 PAYGI	0.00	0.00	145.00	362.00
30/06/2021	Closing Balance	0.00	0.00	0.00	362.00
Income Tax Suspense					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
07/01/2021	Fund Income Tax Payment	0.00	0.00	248.00	248.00
07/01/2021	Fund Income Tax Payment	0.00	0.00	961.21	1,209.21
07/01/2021	Fund Income Tax Payment	0.00	1.51	0.00	1,207.70
07/01/2021	Fund Income Tax Payment	0.00	1,207.70	0.00	0.00
20/05/2021	ATO ATO005000014483357	0.00	0.00	445.00	445.00
20/05/2021	ATO ATO005000014483357	0.00	445.00	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Income Tax Payable / Income Tax Payable					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2020	Opening Balance	0.00	0.00	0.00	2,170.70
07/01/2021	Fund Income Tax Payment	0.00	0.00	1,466.70	704.00
20/05/2021	ATO ATO005000014483357	0.00	0.00	704.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Income Tax Payable / Provision for Income Tax					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
28/07/2020	Tax Effect Of Income	0.00	333.65	0.00	333.65
28/07/2020	Tax Effect Of Income	0.00	521.83	0.00	855.48
30/07/2020	Tax Effect Of Income	0.00	0.00	466.14	389.34
30/07/2020	Tax Effect Of Income	0.00	0.00	466.14	76.80
06/11/2020	Tax Effect Of Income	0.00	0.00	466.14	542.94
06/11/2020	Tax Effect Of Income	0.00	0.00	466.14	1,009.08
14/01/2021	Tax Effect Of Income	0.00	0.00	19.23	1,028.31
25/01/2021	Tax Effect Of Income	0.00	0.00	399.55	1,427.86
25/01/2021	Tax Effect Of Income	0.00	0.00	399.55	1,827.41
27/04/2021	Tax Effect Of Income	0.00	0.00	466.14	2,293.55
27/04/2021	Tax Effect Of Income	0.00	0.00	466.14	2,759.69
28/05/2021	Tax Effect Of Income	0.00	35.75	0.00	2,723.94
28/05/2021	Tax Effect Of Income	0.00	57.20	0.00	2,666.74
28/06/2021	Tax Effect Of Income	0.00	35.75	0.00	2,630.99

Date	Description	Quantity	Debits	Credits	Balance
28/06/2021	Tax Effect Of Income	0.00	57.20	0.00	2,573.79
30/06/2021	Tax Effect Of Income	0.00	357.99	0.00	2,215.80
30/06/2021	Closing Balance	0.00	0.00	0.00	2,215.80
Income Tax Payable / Income Tax Instalments Paid					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
30/06/2021	Fund Activity Statement	0.00	145.00	0.00	145.00
30/06/2021	Closing Balance	0.00	0.00	0.00	145.00
Other Taxes Payable / Activity Statement Payable/Refundable					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
30/06/2021	Fund Activity Statement	0.00	0.00	145.00	145.00
30/06/2021	Fund Activity Statement	0.00	145.00	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Fund Suspense / Macquarie Cash Management Account					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
01/07/2020	PAPER STATEMENT FEE	0.00	0.00	2.50	2.50
01/07/2020	PAPER STATEMENT FEE	0.00	2.50	0.00	0.00
28/07/2020	ZURICH LIFE M043448 39	0.00	0.00	2,224.36	2,224.36
28/07/2020	ZURICH LIFE M043448 39	0.00	0.00	3,478.84	5,703.20
28/07/2020	ZURICH LIFE M043448 39	0.00	570.32	0.00	5,132.88
30/07/2020	ANNUAL ASIC ACCOUNTING	0.00	0.00	41.25	5,174.13

Date	Description	Quantity	Debits	Credits	Balance
30/07/2020	ANNUAL ASIC ACCOUNTING	0.00	41.25	0.00	5,132.88
30/07/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	5,270.38
30/07/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	5,132.88
30/07/2020	SuperChoice P/L PC270720-159531905	0.00	0.00	3,107.58	8,240.46
30/07/2020	SuperChoice P/L PC270720-159531905	0.00	3,107.58	0.00	5,132.88
30/07/2020	SuperChoice P/L PC270720-159531906	0.00	0.00	3,107.58	8,240.46
30/07/2020	SuperChoice P/L PC270720-159531906	0.00	3,107.58	0.00	5,132.88
31/07/2020	MACQUARIE CMA INTEREST PAID	0.00	0.00	0.91	5,133.79
31/07/2020	MACQUARIE CMA INTEREST PAID	0.00	0.91	0.00	5,132.88
28/08/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	5,270.38
28/08/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	5,132.88
28/08/2020	ZURICH LIFE M043448 39	0.00	0.00	0.00	5,132.88
28/08/2020	ZURICH LIFE M043448 39	0.00	570.32	0.00	4,562.56
31/08/2020	MACQUARIE CMA INTEREST PAID	0.00	0.00	1.17	4,563.73
31/08/2020	MACQUARIE CMA INTEREST PAID	0.00	1.17	0.00	4,562.56
28/09/2020	ZURICH LIFE M043448 39	0.00	0.00	0.00	4,562.56
28/09/2020	ZURICH LIFE M043448 39	0.00	570.32	0.00	3,992.24
30/09/2020	MACQUARIE CMA INTEREST PAID	0.00	0.00	0.94	3,993.18
30/09/2020	MACQUARIE CMA INTEREST PAID	0.00	0.94	0.00	3,992.24
30/09/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	4,129.74

Date	Description	Quantity	Debits	Credits	Balance
30/09/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	3,992.24
28/10/2020	ZURICH LIFE M043448 39	0.00	0.00	0.00	3,992.24
28/10/2020	ZURICH LIFE M043448 39	0.00	570.32	0.00	3,421.92
30/10/2020	ANNUAL ASIC ACCOUNTING	0.00	0.00	41.25	3,463.17
30/10/2020	ANNUAL ASIC ACCOUNTING	0.00	41.25	0.00	3,421.92
30/10/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	3,559.42
30/10/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	3,421.92
06/11/2020	RESPONSE LEARNIN Super Q2 2020	0.00	0.00	6,215.16	9,637.08
06/11/2020	RESPONSE LEARNIN Super Q2 2020	0.00	3,107.58	0.00	6,529.50
06/11/2020	RESPONSE LEARNIN Super Q2 2020	0.00	3,107.58	0.00	3,421.92
30/11/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	3,559.42
30/11/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	3,421.92
30/11/2020	ZURICH LIFE M043448 39	0.00	0.00	0.00	3,421.92
30/11/2020	ZURICH LIFE M043448 39	0.00	570.32	0.00	2,851.60
29/12/2020	ZURICH LIFE M043448 39	0.00	0.00	0.00	2,851.60
29/12/2020	ZURICH LIFE M043448 39	0.00	570.32	0.00	2,281.28
30/12/2020	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	2,418.78
30/12/2020	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	2,281.28
07/01/2021	ATO ATO008000014284830	0.00	0.00	961.21	3,242.49
07/01/2021	ATO ATO008000014284830	0.00	961.21	0.00	2,281.28

Date	Description	Quantity	Debits	Credits	Balance
14/01/2021	ATO ATO007000014001597	0.00	0.00	128.21	2,409.49
14/01/2021	ATO ATO007000014001597	0.00	128.21	0.00	2,281.28
25/01/2021	RESPONSE LEARNIN Super Q3FY21	0.00	0.00	5,327.28	7,608.56
25/01/2021	RESPONSE LEARNIN Super Q3FY21	0.00	2,663.64	0.00	4,944.92
25/01/2021	RESPONSE LEARNIN Super Q3FY21	0.00	2,663.64	0.00	2,281.28
28/01/2021	ZURICH LIFE M043448 39	0.00	0.00	0.00	2,281.28
28/01/2021	ZURICH LIFE M043448 39	0.00	570.32	0.00	1,710.96
29/01/2021	ANNUAL ASIC ACCOUNTING	0.00	0.00	41.25	1,752.21
29/01/2021	ANNUAL ASIC ACCOUNTING	0.00	41.25	0.00	1,710.96
29/01/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	1,848.46
29/01/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	1,710.96
26/02/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	1,848.46
26/02/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	1,710.96
01/03/2021	ZURICH LIFE M043448 39	0.00	0.00	0.00	1,710.96
01/03/2021	ZURICH LIFE M043448 39	0.00	570.32	0.00	1,140.64
18/03/2021	BPAY TO ASIC	0.00	0.00	55.00	1,195.64
18/03/2021	BPAY TO ASIC	0.00	55.00	0.00	1,140.64
29/03/2021	ZURICH LIFE M043448 39	0.00	0.00	0.00	1,140.64
29/03/2021	ZURICH LIFE M043448 39	0.00	570.32	0.00	570.32
30/03/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	707.82

Date	Description	Quantity	Debits	Credits	Balance
30/03/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	570.32
27/04/2021	RESPONSE LEARNIN SuperQ3FY21	0.00	0.00	6,215.16	6,785.48
27/04/2021	RESPONSE LEARNIN SuperQ3FY21	0.00	3,107.58	0.00	3,677.90
27/04/2021	RESPONSE LEARNIN SuperQ3FY21	0.00	3,107.58	0.00	570.32
28/04/2021	ZURICH LIFE M043448 39	0.00	0.00	0.00	570.32
28/04/2021	ZURICH LIFE M043448 39	0.00	570.32	0.00	0.00
30/04/2021	ANNUAL ASIC ACCOUNTING	0.00	0.00	41.25	41.25
30/04/2021	ANNUAL ASIC ACCOUNTING	0.00	41.25	0.00	0.00
30/04/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	137.50
30/04/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	0.00
20/05/2021	ATO ATO005000014483357	0.00	0.00	445.00	445.00
20/05/2021	ATO ATO005000014483357	0.00	445.00	0.00	0.00
25/05/2021	ATO ATO001000015063550	0.00	0.00	1,476.93	1,476.93
25/05/2021	ATO ATO001000015063550	0.00	231.32	0.00	1,245.61
25/05/2021	ATO ATO001000015063550	0.00	601.34	0.00	644.27
25/05/2021	ATO ATO001000015063550	0.00	644.27	0.00	0.00
26/05/2021	BPAY TO TAX OFFICE PAYMENTS	0.00	0.00	259.00	259.00
26/05/2021	BPAY TO TAX OFFICE PAYMENTS	0.00	259.00	0.00	0.00
28/05/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	137.50
28/05/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
28/05/2021	ZURICH LIFE M043448 39	0.00	0.00	238.32	238.32
28/05/2021	ZURICH LIFE M043448 39	0.00	0.00	381.33	619.65
28/05/2021	ZURICH LIFE M043448 39	0.00	619.65	0.00	0.00
28/06/2021	ZURICH LIFE M043448 39	0.00	0.00	238.32	238.32
28/06/2021	ZURICH LIFE M043448 39	0.00	0.00	381.33	619.65
28/06/2021	ZURICH LIFE M043448 39	0.00	619.65	0.00	0.00
30/06/2021	SMSF AUDITING & ACCOUNTING	0.00	0.00	137.50	137.50
30/06/2021	SMSF AUDITING & ACCOUNTING	0.00	137.50	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00

Member Entitlement Accounts / Mr Wayne Singh / Accumulation

01/07/2020	Opening Balance	0.00	0.00	0.00	107,420.32
28/07/2020	Tax Effect of Direct Member Expenses	0.00	0.00	521.83	107,942.15
28/07/2020	ZURICH LIFE M043448 39	0.00	3,478.84	0.00	104,463.31
30/07/2020	Contribution Tax Withheld	0.00	233.07	0.00	104,230.24
30/07/2020	Contribution Tax Withheld	0.00	233.07	0.00	103,997.17
30/07/2020	SuperChoice P/L PC270720-159531905	0.00	0.00	1,553.79	105,550.96
30/07/2020	SuperChoice P/L PC270720-159531906	0.00	0.00	1,553.79	107,104.75
06/11/2020	Contribution Tax Withheld	0.00	466.14	0.00	106,638.61
06/11/2020	RESPONSE LEARNIN Super Q2 2020	0.00	0.00	3,107.58	109,746.19
14/01/2021	ATO ATO007000014001597	0.00	0.00	128.21	109,874.40

Date	Description	Quantity	Debits	Credits	Balance
14/01/2021	Contribution Tax Withheld	0.00	19.23	0.00	109,855.17
25/01/2021	Contribution Tax Withheld	0.00	399.55	0.00	109,455.62
25/01/2021	RESPONSE LEARNIN Super Q3FY21	0.00	0.00	2,663.64	112,119.26
27/04/2021	Contribution Tax Withheld	0.00	466.14	0.00	111,653.12
27/04/2021	RESPONSE LEARNIN SuperQ3FY21	0.00	0.00	3,107.58	114,760.70
25/05/2021	Rollover In	0.00	0.00	231.32	114,992.02
25/05/2021	Rollover In	0.00	0.00	601.34	115,593.36
25/05/2021	Rollover In	0.00	0.00	644.27	116,237.63
28/05/2021	Tax Effect of Direct Member Expenses	0.00	0.00	57.20	116,294.83
28/05/2021	ZURICH LIFE M043448 39	0.00	381.33	0.00	115,913.50
28/06/2021	Tax Effect of Direct Member Expenses	0.00	0.00	57.20	115,970.70
28/06/2021	ZURICH LIFE M043448 39	0.00	381.33	0.00	115,589.37
30/06/2021	Contribution Tax	0.00	0.00	0.01	115,589.38
30/06/2021	Income Taxes Allocated	0.00	0.00	208.30	115,797.68
30/06/2021	Investment Profit or Loss	0.00	1,388.32	0.00	114,409.36
30/06/2021	Tax Effect of Direct Member Expenses	0.00	0.01	0.00	114,409.35
30/06/2021	Closing Balance	0.00	0.00	0.00	114,409.35
Member Entitlement Accounts / Mrs Belinda Singh / Accumulation					
01/07/2020	Opening Balance	0.00	0.00	0.00	75,541.30
28/07/2020	Tax Effect of Direct Member Expenses	0.00	0.00	333.65	75,874.95

Date	Description	Quantity	Debits	Credits	Balance
28/07/2020	ZURICH LIFE M043448 39	0.00	2,224.36	0.00	73,650.59
30/07/2020	Contribution Tax Withheld	0.00	233.07	0.00	73,417.52
30/07/2020	Contribution Tax Withheld	0.00	233.07	0.00	73,184.45
30/07/2020	SuperChoice P/L PC270720-159531905	0.00	0.00	1,553.79	74,738.24
30/07/2020	SuperChoice P/L PC270720-159531906	0.00	0.00	1,553.79	76,292.03
06/11/2020	Contribution Tax Withheld	0.00	466.14	0.00	75,825.89
06/11/2020	RESPONSE LEARNIN Super Q2 2020	0.00	0.00	3,107.58	78,933.47
25/01/2021	Contribution Tax Withheld	0.00	399.55	0.00	78,533.92
25/01/2021	RESPONSE LEARNIN Super Q3FY21	0.00	0.00	2,663.64	81,197.56
27/04/2021	Contribution Tax Withheld	0.00	466.14	0.00	80,731.42
27/04/2021	RESPONSE LEARNIN SuperQ3FY21	0.00	0.00	3,107.58	83,839.00
28/05/2021	Tax Effect of Direct Member Expenses	0.00	0.00	35.75	83,874.75
28/05/2021	ZURICH LIFE M043448 39	0.00	238.32	0.00	83,636.43
28/06/2021	Tax Effect of Direct Member Expenses	0.00	0.00	35.75	83,672.18
28/06/2021	ZURICH LIFE M043448 39	0.00	238.32	0.00	83,433.86
30/06/2021	Contribution Tax	0.00	0.00	0.01	83,433.87
30/06/2021	Income Taxes Allocated	0.00	0.00	149.68	83,583.55
30/06/2021	Investment Profit or Loss	0.00	997.65	0.00	82,585.90
30/06/2021	Closing Balance	0.00	0.00	0.00	82,585.90

Permanent Documents

Signed replacement documents.pdf
OCR_Trust Deed_Part 1.pdf
OCR_Trust Deed_Part 2.pdf
OCR_Trust Deed_Part 3.pdf

Additional Documents

[Byrne & Singh Super Pty Ltd_ASIC Extract.pdf](#)

Self-managed superannuation fund annual return

2021

Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the *Fund income tax return 2021* (NAT 71287).

! The *Self-managed superannuation fund annual return instructions 2021* (NAT 71606) (the instructions) can assist you to complete this annual return.

– The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via ABR.gov.au or complete the Change of details for superannuation entities form (NAT 3036).

To complete this annual return

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

S M I T H S T

- Place in ALL applicable boxes.

➤ Postal address for annual returns:

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

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)

Byrne & Singh Superannuation Fund

3 Australian business number (ABN) (if applicable)

30907933949

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 2021 return?

A No Yes

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

B No Yes

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

6 SMSF auditor

Auditor's name

Title: MR

Family name

Boys

First given name

Anthony

Other given names

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 182512

Fund account number 962270773

Fund account name

Byrne & Singh Super Pty Ltd ATF Byrne & Singh Superannuation Fun

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 2021*.

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

Net capital gain **A** \$

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

Gross interest **C** \$

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

Gross foreign income D1 \$ <input type="text" value="0-00"/>	Net foreign income D \$ <input type="text" value="0-00"/>	Loss <input type="checkbox"/>
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Australian franking credits from a New Zealand company **E** \$

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

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

Calculation of assessable contributions	
Assessable employer contributions R1 \$ <input type="text" value="24100-00"/>	
plus Assessable personal contributions R2 \$ <input type="text" value="0-00"/>	
plus R3 \$ <input type="text" value="0-00"/>	<small>**No-TFN-quoted contributions (an amount must be included even if it is zero)</small>
less R6 \$ <input type="text" value="0-00"/>	<small>Transfer of liability to life insurance company or PST</small>

Gross distribution from partnerships I \$ <input type="text" value="0-00"/>	Loss <input type="checkbox"/>
*Unfranked dividend amount J \$ <input type="text" value="0-00"/>	
*Franked dividend amount K \$ <input type="text" value="0-00"/>	
*Dividend franking credit L \$ <input type="text" value="0-00"/>	
*Gross trust distributions M \$ <input type="text" value="0-00"/>	Code <input type="text"/>
Assessable contributions (R1 plus R2 plus R3 less R6) R \$ <input type="text" value="24100-00"/>	

Calculation of non-arm's length income	
*Net non-arm's length private company dividends U1 \$ <input type="text" value="0-00"/>	
plus *Net non-arm's length trust distributions U2 \$ <input type="text" value="0-00"/>	
plus *Net other non-arm's length income U3 \$ <input type="text" value="0-00"/>	

*Other income S \$ <input type="text" value="0-00"/>	Code <input type="text"/>
*Assessable income due to changed tax status of fund T \$ <input type="text" value="0-00"/>	
Net non-arm's length income (subject to 45% tax rate) (U1 plus U2 plus U3) U \$ <input type="text" value="0-00"/>	

#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 \$ <input type="text" value="24104-00"/>	Loss <input type="checkbox"/>
Exempt current pension income Y \$ <input type="text" value="0-00"/>	
TOTAL ASSESSABLE INCOME (W less Y) V \$ <input type="text" value="24104-00"/>	Loss <input type="checkbox"/>

Fund's tax file number (TFN)

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

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

DEDUCTIONS		NON-DEDUCTIBLE EXPENSES	
Interest expenses within Australia	A1 \$ <input type="text" value="0"/> -00	A2 \$ <input type="text" value="0"/> -00	
Interest expenses overseas	B1 \$ <input type="text" value="0"/> -00	B2 \$ <input type="text" value="0"/> -00	
Capital works expenditure	D1 \$ <input type="text" value="0"/> -00	D2 \$ <input type="text" value="0"/> -00	
Decline in value of depreciating assets	E1 \$ <input type="text" value="0"/> -00	E2 \$ <input type="text" value="0"/> -00	
Insurance premiums – members	F1 \$ <input type="text" value="6942"/> -00	F2 \$ <input type="text" value="0"/> -00	
SMSF auditor fee	H1 \$ <input type="text" value="0"/> -00	H2 \$ <input type="text" value="0"/> -00	
Investment expenses	I1 \$ <input type="text" value="2"/> -00	I2 \$ <input type="text" value="0"/> -00	
Management and administration expenses	J1 \$ <input type="text" value="1870"/> -00	J2 \$ <input type="text" value="0"/> -00	
Forestry managed investment scheme expense	U1 \$ <input type="text" value="0"/> -00	U2 \$ <input type="text" value="0"/> -00	
Other amounts	L1 \$ <input type="text" value="518"/> -00	L2 \$ <input type="text" value="0"/> -00	Code <input type="text" value="0"/>
Tax losses deducted	M1 \$ <input type="text" value="0"/> -00		Code <input type="text" value=""/>

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 2021* on how to complete the calculation statement.

#Taxable income	A	\$	<input type="text" value="14772"/>	-00
<i>(an amount must be included even if it is zero)</i>				
#Tax on taxable income	T1	\$	<input type="text" value="2215.80"/>	
<i>(an amount must be included even if it is zero)</i>				
#Tax on no-TFN-quoted contributions	J	\$	<input type="text" value="0"/>	
<i>(an amount must be included even if it is zero)</i>				

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

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

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

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

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

Complying fund's franking credits tax offset	E1	\$	<input type="text"/>	
No-TFN tax offset	E2	\$	<input type="text"/>	
National rental affordability scheme tax offset	E3	\$	<input type="text"/>	
Exploration credit tax offset	E4	\$	<input type="text"/>	
Refundable tax offsets	E	\$	<input type="text" value="0"/>	
<i>(E1 plus E2 plus E3 plus E4)</i>				

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

Section 102AAM interest charge
G \$

Fund's tax file number (TFN)

Credit for 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"/>
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="145"/>
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="2329.80"/>
	<i>(T5 plus G less H less I less K plus L less M plus N)</i>

#This is a mandatory label.

Section E: Losses

14 Losses

! If total loss is greater than \$100,000, complete and attach a *Losses schedule 2021*.

Tax losses carried forward to later income years	U \$ <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: MR

Family name Singh

First given name Wayne

Other given names Bradley

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

Date of birth 21/03/1974

Contributions

OPENING ACCOUNT BALANCE \$ 107420.32

Refer to instructions for completing these labels.

Employer contributions
A \$ 12114.59

ABN of principal employer
A1

Personal contributions
B \$ 0

CGT small business retirement exemption
C \$ 0

CGT small business 15-year exemption amount
D \$ 0

Personal injury election
E \$ 0

Spouse and child contributions
F \$ 0

Other third party contributions
G \$ 0

Proceeds from primary residence disposal
H \$ 0

Receipt date H1

Assessable foreign superannuation fund amount
I \$ 0

Non-assessable foreign superannuation fund amount
J \$ 0

Transfer from reserve: assessable amount
K \$ 0

Transfer from reserve: non-assessable amount
L \$ 0

Contributions from non-complying funds and previously non-complying funds
T \$ 0

Any other contributions (including Super Co-contributions and Low Income Super Amounts)
M \$ 0

TOTAL CONTRIBUTIONS N \$ 12114.59
(Sum of labels A to M)

Other transactions

Allocated earnings or losses O \$ 6602.49

Accumulation phase account balance
S1 \$ 114409.35

Retirement phase account balance - Non CDBIS
S2 \$ 0

Retirement phase account balance - CDBIS
S3 \$ 0

Inward rollovers and transfers P \$ 1476.93

Outward rollovers and transfers Q \$ 0

Lump Sum payments R1

Income stream payments R2

Loss L

Code

Code

0 TRIS Count

CLOSING ACCOUNT BALANCE S \$ 114409.35
(S1 plus S2 plus S3)

Accumulation phase value X1 \$

Retirement phase value X2 \$

Outstanding limited recourse borrowing arrangement amount Y \$

Fund's tax file number (TFN)

MEMBER 2

Title:

Family name

First given name

Other given names

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

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date

Day Month Year

H1

Assessable foreign superannuation fund amount

I \$

Non-assessable foreign superannuation fund amount

J \$

Transfer from reserve: assessable amount

K \$

Transfer from reserve: non-assessable amount

L \$

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

T \$

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

M \$

TOTAL CONTRIBUTIONS N \$

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

Other transactions

Allocated earnings or losses

O \$

Loss

Inward rollovers and transfers

P \$

Outward rollovers and transfers

Q \$

Lump Sum payments

R1 \$

Code

Income stream payments

R2 \$

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

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

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

15c Other investments

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

15d Overseas direct investments

Overseas shares **P** \$ -00

Overseas non-residential real property **Q** \$ -00

Overseas residential real property **R** \$ -00

Overseas managed investments **S** \$ -00

Other overseas assets **T** \$ -00

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

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year?

A No Yes

\$ -00

Fund's tax file number (TFN)

15f Limited recourse borrowing arrangements

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

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

16 LIABILITIES

Borrowings for limited recourse borrowing arrangements	V1 \$ <input type="text" value=""/>	-00		
Permissible temporary borrowings	V2 \$ <input type="text" value=""/>	-00		
Other borrowings	V3 \$ <input type="text" value=""/>	-00	Borrowings	V \$ <input type="text" value="0"/>
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)			W \$	<input type="text" value="196995"/>
Reserve accounts			X \$	<input type="text" value="0"/>
Other liabilities			Y \$	<input type="text" value="1708"/>
TOTAL LIABILITIES			Z \$	<input type="text" value="198703"/>

Section I: Taxation of financial arrangements

17 Taxation of financial arrangements (TOFA)

Total TOFA gains **H** \$

Total TOFA losses **I** \$

Section J: Other information

Family trust election status

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2020–21 income year, write **2021**). **A**

If revoking or varying a family trust election, print **R** for revoke or print **V** for variation, and complete and attach the *Family trust election, revocation or variation 2021*. **B**

Interposed entity election status

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an *Interposed entity election or revocation 2021* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2021*. **D**

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 / /

Preferred trustee or director contact details:

Title:

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return Hrs

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

TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 2021* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date / /

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

Byrne & Singh Superannuation Fund
Investment Income Comparison Report
 For the period 1 July 2020 to 30 June 2021

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									
MBL.BACCT: Macquarie Cash Management Account									
31/07/2020	Interest	0.91	0.00						
31/08/2020	Interest	1.17	0.00						
30/09/2020	Interest	0.94	0.00						
		3.02	0.00						
Total		3.02	0.00						

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

Byrne & Singh Superannuation Fund

Tax Accounting Reconciliation

For the period 1 July 2020 to 30 June 2021

Operating Statement Profit vs. Provision for Income Tax	2021 \$
Benefits Accrued as a Result of Operations before Income Tax	16,249.43
LESS:	
Rollovers In	1,476.93
Rounding	0.50
Taxable Income or Loss	14,772.00

	Income Amount	Tax Amount
Gross Tax @ 15% for Concessional Income	14,772.00	2,215.80
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		2,215.80

Provision for Income Tax vs. Income Tax Expense

Provision for Income Tax	2,215.80
Income Tax Expense	2,215.80

Provision for Income Tax vs. Income Tax Payable

Provision for Income Tax	2,215.80
LESS:	
Income Tax Instalments Paid	145.00
Income Tax Payable (Receivable)	2,070.80

Exempt Current Pension Income Settings

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

Byrne & Singh Superannuation Fund
Statement of Taxable Income
For the Period from 1 July 2020 to 30 June 2021

Description	Investment Reference	Date	Tax Return Ref.	Amount
				Section B
Income				
Net Capital Gain				
Deferred Capital Gain Realised		30 Jun 2021	A	0.00
Less Capital Losses Applied		30 Jun 2021	A	0.00
Less Discount		30 Jun 2021	A	0.00
Total Net Capital Gain			A	0.00
Total Gross Rent and Other Leasing & Hiring Income			B	0.00
Gross Interest				
Fund General Income		18 Dec 2020	C	1.51
MACQUARIE CMA INTEREST PAID	MBL.BACCT: Macquarie Cash Management Account	31 Jul 2020	C	0.91
MACQUARIE CMA INTEREST PAID	MBL.BACCT: Macquarie Cash Management Account	31 Aug 2020	C	1.17
MACQUARIE CMA INTEREST PAID	MBL.BACCT: Macquarie Cash Management Account	30 Sep 2020	C	0.94
<i>Less Rounding</i>			C	(0.53)
Total Gross Interest			C	4.00
Total Forestry Managed Investment Scheme Income			X	0.00
Total Net Foreign Income			D	0.00
Total Australian Franking Credits from a New Zealand Company			E	0.00
Total Transfers from Foreign Funds			F	0.00
Total Gross Payments where ABN not quoted			H	0.00
Total Gross Distribution from Partnerships			I	0.00
Total Unfranked Dividend Amount			J	0.00
Total Franked Dividend Amount			K	0.00
Total Dividend Franking Credit			L	0.00
Total Gross Trust Distributions			M	0.00
Assessable Employer Contributions				
SuperChoice P/L PC270720-159531905	1: Wayne Singh	30 Jul 2020	R1	1,553.79
SuperChoice P/L PC270720-159531906	1: Wayne Singh	30 Jul 2020	R1	1,553.79
RESPONSE LEARNIN Super Q2 2020	1: Wayne Singh	06 Nov 2020	R1	3,107.58
ATO ATO007000014001597	1: Wayne Singh	14 Jan 2021	R1	128.21
RESPONSE LEARNIN Super Q3FY21	1: Wayne Singh	25 Jan 2021	R1	2,663.64
RESPONSE LEARNIN SuperQ3FY21	1: Wayne Singh	27 Apr 2021	R1	3,107.58
SuperChoice P/L PC270720-159531905	2: Belinda Singh	30 Jul 2020	R1	1,553.79
SuperChoice P/L PC270720-159531906	2: Belinda Singh	30 Jul 2020	R1	1,553.79
RESPONSE LEARNIN Super Q2 2020	2: Belinda Singh	06 Nov 2020	R1	3,107.58
RESPONSE LEARNIN Super Q3FY21	2: Belinda Singh	25 Jan 2021	R1	2,663.64
RESPONSE LEARNIN SuperQ3FY21	2: Belinda Singh	27 Apr 2021	R1	3,107.58
<i>Less Rounding</i>			R1	(0.97)

Byrne & Singh Superannuation Fund
Statement of Taxable Income
For the Period from 1 July 2020 to 30 June 2021

Description	Investment Reference	Date	Tax Return Ref.	Amount
Total Assessable Employer Contributions			R1	24,100.00
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	24,100.00
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				24,104.00
<u>Deductions</u>			<u>Section C</u>	
Total Interest Expenses within Australia			A	0.00
Total Interest Expenses Overseas			B	0.00
Total Capital Works Deductions			D	0.00
Total Deduction for Decline in Value of Depreciating Assets			E	0.00
Death or Disability Premiums				
ZURICH LIFE M043448 39	1: Wayne Singh	28 Jul 2020	F	3,478.84
ZURICH LIFE M043448 39	1: Wayne Singh	28 May 2021	F	381.33
ZURICH LIFE M043448 39	1: Wayne Singh	28 Jun 2021	F	381.33
ZURICH LIFE M043448 39	2: Belinda Singh	28 Jul 2020	F	2,224.36
ZURICH LIFE M043448 39	2: Belinda Singh	28 May 2021	F	238.32
ZURICH LIFE M043448 39	2: Belinda Singh	28 Jun 2021	F	238.32
<i>Less Rounding</i>			F	(0.50)
Total Death or Disability Premiums			F	6,942.00
Total Death Benefit Increase			G	0.00
Total Approved Auditor Fee			H	0.00
Investment Expenses				
PAPER STATEMENT FEE	MBL.BACCT: Macquarie Cash Management Account	01 Jul 2020	I	2.50
<i>Less Rounding</i>			I	(0.50)
Total Investment Expenses			I	2.00
Management and Administration Expenses				
ANNUAL ASIC ACCOUNTING		30 Jul 2020	J	41.25
SMSF AUDITING & ACCOUNTING		30 Jul 2020	J	137.50
SMSF AUDITING & ACCOUNTING		28 Aug 2020	J	137.50
SMSF AUDITING & ACCOUNTING		30 Sep 2020	J	137.50
ANNUAL ASIC ACCOUNTING		30 Oct 2020	J	41.25
SMSF AUDITING & ACCOUNTING		30 Oct 2020	J	137.50
SMSF AUDITING & ACCOUNTING		30 Nov 2020	J	137.50
SMSF AUDITING & ACCOUNTING		30 Dec 2020	J	137.50
ANNUAL ASIC ACCOUNTING		29 Jan 2021	J	41.25
SMSF AUDITING & ACCOUNTING		29 Jan 2021	J	137.50

Byrne & Singh Superannuation Fund
Statement of Taxable Income
For the Period from 1 July 2020 to 30 June 2021

Description	Investment Reference	Date	Tax Return Ref.	Amount
SMSF AUDITING & ACCOUNTING		26 Feb 2021	J	137.50
BPAY TO ASIC		18 Mar 2021	J	55.00
SMSF AUDITING & ACCOUNTING		30 Mar 2021	J	137.50
ANNUAL ASIC ACCOUNTING		30 Apr 2021	J	41.25
SMSF AUDITING & ACCOUNTING		30 Apr 2021	J	137.50
SMSF AUDITING & ACCOUNTING		28 May 2021	J	137.50
SMSF AUDITING & ACCOUNTING		30 Jun 2021	J	137.50
Total Management and Administration Expenses			J	1,870.00
Total Forestry Managed Investment Scheme Deduction			U	0.00
Other Deductions				
Fund Income Tax Payment		07 Jan 2021	L	259.00
ATO ATO005000014483357		20 May 2021	L	259.00
Total Other Deductions			L	518.00
Tax Losses Deducted				
Tax Losses Brought Forward		30 Jun 2021	M	0.00
Less Net Exempt Income		30 Jun 2021	M	0.00
Total Tax Losses Deducted			M	0.00
Total Deductions				9,332.00
Taxable Income or Loss			(V - N) O	14,772.00

Income Tax Calculation Statement

Section D

Gross Tax

Gross Tax @ 15% for Concessional Income		30 Jun 2021	T1	2,215.80
Gross Tax @ 45% for Net Non-Arm's Length Income		30 Jun 2021	T1	0.00
No-TFN Quoted Contributions @ 32%		30 Jun 2021	J	0.00
Total Gross Tax				2,215.80

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 **2,215.80**

Total Credit: Refundable Franking Credits **E1** **0.00**

Total Credit: No-TFN Tax Offset **E2** **0.00**

Total Credit: Refundable National Rental Affordability Scheme Tax Offset **E3** **0.00**

Total Credit: Interest on Early Payments **H1** **0.00**

Total Credit: Foreign Resident Withholding **H2** **0.00**

Total Credit: ABN/TFN Not Quoted (Non-Individual) **H3** **0.00**

Total Credit: Interest on No-TFN Tax Offset **H6** **0.00**

Total Eligible Credits **0.00**

Net Tax Payable **2,215.80**

Byrne & Singh Superannuation Fund
Statement of Taxable Income
For the Period from 1 July 2020 to 30 June 2021

Description	Investment Reference	Date	Tax Return Ref.	Amount
PAYG Instalments Raised				
Fund Activity Statement		30 Jun 2021	K	145.00
Total PAYG Instalments Raised			K	145.00
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)				2,329.80



Byrne & Singh Superannuation Fund

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

Member's Detail	Opening Balance	Increases				Decreases					Closing Balance
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out	Ben Paid	
Mr Wayne Singh											
530 Brisbane Valley Highway Wanora QLD 4306											
Accumulation Accumulation	107,420.32	12,114.59	1,476.93	(1,388.32)	0.00	(972.67)	0.00	(4,241.50)	0.00	0.00	114,409.35
	107,420.32	12,114.59	1,476.93	(1,388.32)	0.00	(972.67)	0.00	(4,241.50)	0.00	0.00	114,409.35
Mrs Belinda Singh											
530 Brisbane Valley Highway Wanora QLD 4306											
Accumulation Accumulation	75,541.30	11,986.38	0.00	(997.65)	0.00	(1,243.13)	0.00	(2,701.00)	0.00	0.00	82,585.90
	75,541.30	11,986.38	0.00	(997.65)	0.00	(1,243.13)	0.00	(2,701.00)	0.00	0.00	82,585.90
	182,961.62	24,100.97	1,476.93	(2,385.97)	0.00	(2,215.80)	0.00	(6,942.50)	0.00	0.00	196,995.25

Byrne & Singh Superannuation Fund
Investment Income Summary
For the period 1 July 2020 to 30 June 2021

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>													
Macquarie Cash Management Account													
3.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.02	0.00	0.00	0.00	0.00
3.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.02	0.00	0.00	0.00	0.00
3.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.02	0.00	0.00	0.00	0.00

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



Byrne & Singh Superannuation Fund
Realised Capital Gains
For the period from 1 July 2020 to 30 June 2021

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
Grand Total											

* 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.

Byrne & Singh Superannuation Fund
Realised Capital Gains
For the period from 1 July 2020 to 30 June 2021

Capital Gains Tax Return Summary

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

Byrne & Singh Superannuation Fund
 (ABN: 30 907 933 949)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2020 - 30 June 2021	Residential Address: 530 Brisbane Valley Highway Wanora, QLD 4306
Member Number: 1	Date of Birth: 21 March 1974
Mr Wayne Bradley Singh	Date Joined Fund: 18 January 2013
	Eligible Service Date: 18 December 1997
	Tax File Number Held: Yes

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

Your Accounts

Withdrawal Benefit as at 1 Jul 2020	
Accumulation	107,420.32
Total as at 1 Jul 2020	107,420.32

Withdrawal Benefit as at 30 Jun 2021	
Accumulation	114,409.35
Total as at 30 Jun 2021	114,409.35

Your Tax Components

Tax Free	321.61
Taxable - Taxed	114,087.74
Taxable - Untaxed	-

Your Preservation Components

Preserved	114,409.35
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:

phone 0406399683 | email bellesingh@outlook.com
 mail Byrne & Singh Superannuation Fund, 530 Brisbane Valley Highway, Wanora QLD 4306

Byrne & Singh Superannuation Fund
 (ABN: 30 907 933 949)

Member Benefit Statement

Period	Member Account Details
1 July 2020 - 30 June 2021	Residential Address: 530 Brisbane Valley Highway Wanora, QLD 4306
Member Number: 1	Date of Birth: 21 March 1974
Mr Wayne Bradley Singh	Date Joined Fund: 18 January 2013
Accumulation Account	Eligible Service Date: 18 December 1997
Accumulation	Tax File Number Held: Yes
	Account Start Date: 18 January 2013

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2020	107,420.32
<i><u>Increases to your account:</u></i>	
Employer Contributions	12,114.59
Rollovers In	1,476.93
Tax Effect Of Direct Member Expenses	636.22
Tax on Net Fund Income	208.30
<u>Total Increases</u>	14,436.04
<i><u>Decreases to your account:</u></i>	
Contributions Tax	1,817.19
Member Insurance Premiums	4,241.50
Share Of Net Fund Income	1,388.32
<u>Total Decreases</u>	7,447.01
Withdrawal Benefit as at 30 Jun 2021	<u>114,409.35</u>

Your Tax Components		
Tax Free	0.2811 %	321.61
Taxable - Taxed		114,087.74
Taxable - Untaxed		-

Your Preservation Components	
Preserved	114,409.35
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits
 No insurance details have been recorded

Your Beneficiaries
 No beneficiary details have been recorded



Trustee

The Trustee of the Fund is as follows:

Byrne & Singh Super Pty Ltd

The directors of the Trustee company are:

Belinda Singh and
Wayne Singh

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

.....
Belinda Singh
Director - Byrne & Singh Super Pty Ltd

.....
Wayne Singh
Director - Byrne & Singh Super Pty Ltd

Statement Date: 30 June 2021

For Enquiries:

phone 0406399683 | email bellesingh@outlook.com
mail Byrne & Singh Superannuation Fund, 530 Brisbane Valley Highway, Wanora QLD 4306

Byrne & Singh Superannuation Fund
 (ABN: 30 907 933 949)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2020 - 30 June 2021	Residential Address: 530 Brisbane Valley Highway Wanora, QLD 4306
Member Number: 2	Date of Birth: 20 January 1980
Mrs Belinda Anne Singh	Date Joined Fund: 18 January 2013
	Eligible Service Date: 18 January 2013
	Tax File Number Held: Yes

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

Your Accounts	
Withdrawal Benefit as at 1 Jul 2020	
Accumulation	75,541.30
Total as at 1 Jul 2020	75,541.30

Withdrawal Benefit as at 30 Jun 2021	
Accumulation	82,585.90
Total as at 30 Jun 2021	82,585.90

Your Tax Components	
Tax Free	1,300.00
Taxable - Taxed	81,285.90
Taxable - Untaxed	-

Your Preservation Components	
Preserved	82,585.90
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:

phone 0406399683 | email bellesingh@outlook.com
 mail Byrne & Singh Superannuation Fund, 530 Brisbane Valley Highway, Wanora QLD 4306

Byrne & Singh Superannuation Fund
 (ABN: 30 907 933 949)

Member Benefit Statement

Period	Member Account Details
1 July 2020 - 30 June 2021	Residential Address: 530 Brisbane Valley Highway Wanora, QLD 4306
Member Number: 2	Date of Birth: 20 January 1980
Mrs Belinda Anne Singh	Date Joined Fund: 18 January 2013
Accumulation Account	Eligible Service Date: 18 January 2013
Accumulation	Tax File Number Held: Yes
	Account Start Date: 18 January 2013

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2020	75,541.30
<i><u>Increases to your account:</u></i>	
Employer Contributions	11,986.38
Tax Effect Of Direct Member Expenses	405.15
Tax on Net Fund Income	149.68
<u>Total Increases</u>	12,541.21
<i><u>Decreases to your account:</u></i>	
Contributions Tax	1,797.96
Member Insurance Premiums	2,701.00
Share Of Net Fund Income	997.65
<u>Total Decreases</u>	5,496.61
Withdrawal Benefit as at 30 Jun 2021	82,585.90

Your Tax Components		
Tax Free	1.5741 %	1,300.00
Taxable - Taxed		81,285.90
Taxable - Untaxed		-

Your Preservation Components	
Preserved	82,585.90
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits
 No insurance details have been recorded

Your Beneficiaries
 No beneficiary details have been recorded



Trustee

The Trustee of the Fund is as follows:

Byrne & Singh Super Pty Ltd

The directors of the Trustee company are:

Belinda Singh and
Wayne Singh

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

.....
Belinda Singh
Director - Byrne & Singh Super Pty Ltd

.....
Wayne Singh
Director - Byrne & Singh Super Pty Ltd

Statement Date: 30 June 2021

For Enquiries:

phone 0406399683 | email bellesingh@outlook.com
mail Byrne & Singh Superannuation Fund, 530 Brisbane Valley Highway, Wanora QLD 4306

Byrne & Singh Superannuation Fund
Contribution Caps
For the Period From 1 July 2020 to 30 June 2021

Mr Wayne Singh

Date of Birth: 21 Mar 1974
Age: 47 (at 30/06/2021)
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	25,000.00	100,000.00
Cumulative Available Unused Cap	3	50,000.00	0.00
Contributions made (to this fund)	4	12,114.59	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		12,114.59	0.00
Amount above caps	5	0.00	0.00
Available		62,885.41	100,000.00

Notes

- 1 . 'Bring Forward Rule' MAY be triggered this year
- 2 . Non-concessional cap shown applies to current year only
- 3 . Member may be 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	12,114.59
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	Contributions as allocated	12,114.59
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

Byrne & Singh Superannuation Fund
Contribution Caps
For the Period From 1 July 2020 to 30 June 2021

Mr Wayne Singh

Date	Contribution Type	Concessional	Non-Concessional	Other	Source
30/07/2020	Employer Mandated	1,553.79			manual
30/07/2020	Employer Mandated	1,553.79			manual
06/11/2020	Employer Mandated	3,107.58			manual
14/01/2021	Employer Mandated	128.21			manual
25/01/2021	Employer Mandated	2,663.64			manual
27/04/2021	Employer Mandated	3,107.58			manual
Totals:		12,114.59			

Byrne & Singh Superannuation Fund
Contribution Caps
For the Period From 1 July 2020 to 30 June 2021

Mrs Belinda Singh

Date of Birth: 20 Jan 1980
Age: 41 (at 30/06/2021)
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		Concessional	Non-Concessional
	Note		
Caps	1,2	25,000.00	100,000.00
Cumulative Available Unused Cap	3	50,000.00	0.00
Contributions made (to this fund)	4	11,986.38	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		11,986.38	0.00
Amount above caps	5	0.00	0.00
Available		63,013.62	100,000.00

Notes

- 1 . 'Bring Forward Rule' MAY be triggered this year
- 2 . Non-concessional cap shown applies to current year only
- 3 . Member may be 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	11,986.38
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	Contributions as allocated	11,986.38
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

Date	Contribution Type	Concessional	Non-Concessional	Other	Source
30/07/2020	Employer Mandated	1,553.79			manual
30/07/2020	Employer Mandated	1,553.79			manual
06/11/2020	Employer Mandated	3,107.58			manual
25/01/2021	Employer Mandated	2,663.64			manual

Byrne & Singh Superannuation Fund
Contribution Caps
For the Period From 1 July 2020 to 30 June 2021

Mrs Belinda Singh

27/04/2021	Employer Mandated	3,107.58	manual
Totals:		11,986.38	



THE TRUSTEE FOR BYRNE & SINGH
SUPERANNUATION
1142 RIPLEY RD
SOUTH RIPLEY QLD 4306

Our reference: 7121986546823
Phone: 13 10 20

21 May 2021

Rollover benefits statement for unclaimed superannuation money

Dear Sir/Madam

The following members have nominated to rollover their unclaimed superannuation money held by the Australian Taxation Office.

If you're unable to accept this rollover superannuation benefit payment you will need to complete a *Superannuation payment variation advice* form and return it with the payment on or before 22 June 2021. You will need to include the contributions reference number for that member.

To obtain the payment reference number or to request more information about making a payment, phone **1800 815 886**.

Where any amount is not repaid by the due date, a general interest charge accrues on the outstanding balance until the entire amount has been paid. Interest is calculated on a daily compounding basis and is currently imposed at a rate of 7.10% per annum.

You can claim a general interest charge as a tax deduction in the same financial year that it accrues against your account.

For more information

If you have any questions, you can:

- visit our website at www.ato.gov.au
- phone **13 10 20** between 8.00am and 6.00pm, Monday to Friday
- email us at supercrt@ato.gov.au

Be aware that sending emails has the risk of potential compromise of personal information, as their transmission is along a public medium. Phoning is the more secure option. If you do call, please quote the organisation's tax file number or Australian business number and 'Our reference' from the top of this letter.

Yours faithfully

Chris Jordan
Commissioner of Taxation

THE TRUSTEE FOR BYRNE & SINGH
 SUPERANNUATION
 1142 RIPLEY RD
 SOUTH RIPLEY QLD 4306

Our reference: 7121986546823
 Phone: 13 10 20
 ABN: 30 907 933 949

Rollover benefits statement for unclaimed superannuation

Our details

Name: Australian Taxation Office
 ABN: 51 824 753 556

Member's details		Rollover payment details	
Original contribution reference number:	7026590079079	Member account number:	SMSF119803756245
Service period start date:	16 May 2013	Member client identifier:	
TFN:	212 111 968	Unique superannuation identifier:	not provided
Name:	MR WAYNE BRADLEY SINGH	Tax free component:	\$67.03
Address:	530 BRISBANE VALLEY HWY WANORA QLD 4306	Taxable component:	
		Taxed element	\$534.31
		Untaxed element	\$0.00
Date of birth:	21 March 1974	Preserved amount:	\$601.34
Sex:	Male		

THE TRUSTEE FOR BYRNE & SINGH
 SUPERANNUATION
 1142 RIPLEY RD
 SOUTH RIPLEY QLD 4306

Our reference: 7121986546823
 Phone: 13 10 20
 ABN: 30 907 933 949

Rollover benefits statement for unclaimed superannuation

Our details

Name: Australian Taxation Office
 ABN: 51 824 753 556

Member's details		Rollover payment details	
Original contribution reference number:	7026590079086	Member account number:	SMSF119803756245
Service period start date:	18 December 1997	Member client identifier:	
TFN:	212 111 968	Unique superannuation identifier:	not provided
Name:	MR WAYNE BRADLEY SINGH	Tax free component:	\$6.48
Address:	530 BRISBANE VALLEY HWY WANORA QLD 4306	Taxable component:	
		Taxed element	\$224.84
		Untaxed element	\$0.00
Date of birth:	21 March 1974	Preserved amount:	\$231.32
Sex:	Male		

THE TRUSTEE FOR BYRNE & SINGH
 SUPERANNUATION
 1142 RIPLEY RD
 SOUTH RIPLEY QLD 4306

Our reference: 7121986546823
 Phone: 13 10 20
 ABN: 30 907 933 949

Rollover benefits statement for unclaimed superannuation

Our details

Name: Australian Taxation Office
 ABN: 51 824 753 556

Member's details		Rollover payment details	
Original contribution reference number:	7026590079094	Member account number:	SMSF119803756245
Service period start date:	24 December 2017	Member client identifier:	
TFN:	212 111 968	Unique superannuation identifier:	not provided
Name:	MR WAYNE BRADLEY SINGH	Tax free component:	\$8.10
Address:	530 BRISBANE VALLEY HWY WANORA QLD 4306	Taxable component:	
		Taxed element	\$636.17
		Untaxed element	\$0.00
Date of birth:	21 March 1974	Preserved amount:	\$644.27
Sex:	Male		

Chris Jordan
 Commissioner of Taxation

BSB
182512



Account No.
000962270773

Account Name
BYRNE & SINGH SUPER PTY LTD ATF BYRNE &
SINGH SUPERANNUATION FUND

Belinda Byrne
1142 RIPLEY ROAD
SOUTH RIPLEY QLD 4306



Cash Management Account Transaction Listing Report

From 1 July 2020 to 30 June 2023

Overview of this transaction listing report

Opening balance	- Total debits	+ Total credits	= Closing balance
\$20,548.24 CR	\$31,161.62	\$78,245.96	\$67,632.58 CR

Account Name

BYRNE & SINGH SUPER PTY LTD ATF BYRNE & SINGH SUPERANNUATION FUND

**Cash Management Account Transaction Listing Report**

From 1 July 2020 to 30 June 2023

Your transactions

Please check each entry on this report. If you think there is an error or unauthorised transaction, please contact us right away.

Date	Description	Debits	Credits	Balance
Jul 2020				
	Opening balance			20,548.24 CR
Jul 1	PAPER STATEMENT FEE	2.50		20,545.74 CR
Jul 28	ZURICH LIFE M043448 39	570.32		19,975.42 CR
Jul 30	SuperChoice P/L PC270720-159531905		3,107.58	23,083.00 CR
Jul 30	SuperChoice P/L PC270720-159531906		3,107.58	26,190.58 CR
Jul 30	SMSF AUDITING & ACCOUNTING	137.50		26,053.08 CR
Jul 30	ANNUAL ASIC ACCOUNTING	41.25		26,011.83 CR
Jul 31	MACQUARIE CMA INTEREST PAID		0.91	26,012.74 CR
Aug 2020				
Aug 28	SMSF AUDITING & ACCOUNTING	137.50		25,875.24 CR
Aug 28	ZURICH LIFE M043448 39	570.32		25,304.92 CR
Aug 31	MACQUARIE CMA INTEREST PAID		1.17	25,306.09 CR
Sep 2020				
Sep 28	ZURICH LIFE M043448 39	570.32		24,735.77 CR
Sep 30	MACQUARIE CMA INTEREST PAID		0.94	24,736.71 CR
Sep 30	SMSF AUDITING & ACCOUNTING	137.50		24,599.21 CR
Oct 2020				
Oct 28	ZURICH LIFE M043448 39	570.32		24,028.89 CR
Oct 30	SMSF AUDITING & ACCOUNTING	137.50		23,891.39 CR
Oct 30	ANNUAL ASIC ACCOUNTING	41.25		23,850.14 CR
Nov 2020				
Nov 6	RESPONSE LEARNIN Super Q2 2020		6,215.16	30,065.30 CR
Nov 30	SMSF AUDITING & ACCOUNTING	137.50		29,927.80 CR
Nov 30	ZURICH LIFE M043448 39	570.32		29,357.48 CR
Dec 2020				
Dec 29	ZURICH LIFE M043448 39	570.32		28,787.16 CR
Dec 30	SMSF AUDITING & ACCOUNTING	137.50		28,649.66 CR
Jan 2021				
Jan 7	ATO ATO008000014284830		961.21	29,610.87 CR
Jan 14	ATO ATO007000014001597		128.21	29,739.08 CR
Jan 25	RESPONSE LEARNIN Super Q3FY21		5,327.28	35,066.36 CR
Jan 28	ZURICH LIFE M043448 39	570.32		34,496.04 CR
Jan 29	SMSF AUDITING & ACCOUNTING	137.50		34,358.54 CR
Jan 29	ANNUAL ASIC ACCOUNTING	41.25		34,317.29 CR
Feb 2021				
Feb 26	SMSF AUDITING & ACCOUNTING	137.50		34,179.79 CR
Mar 2021				
Mar 1	ZURICH LIFE M043448 39	570.32		33,609.47 CR

Account Name

BYRNE & SINGH SUPER PTY LTD ATF BYRNE & SINGH SUPERANNUATION FUND



Cash Management Account Transaction Listing Report

From 1 July 2020 to 30 June 2023

Date	Description	Debits	Credits	Balance
Mar 18	BPAY TO ASIC	55.00		33,554.47 CR
Mar 29	ZURICH LIFE M043448 39	570.32		32,984.15 CR
Mar 30	SMSF AUDITING & ACCOUNTING	137.50		32,846.65 CR
Apr 2021				
Apr 27	RESPONSE LEARNIN SuperQ3FY21		6,215.16	39,061.81 CR
Apr 28	ZURICH LIFE M043448 39	570.32		38,491.49 CR
Apr 30	SMSF AUDITING & ACCOUNTING	137.50		38,353.99 CR
Apr 30	ANNUAL ASIC ACCOUNTING	41.25		38,312.74 CR
May 2021				
May 20	ATO ATO005000014483357		445.00	38,757.74 CR
May 25	ATO ATO001000015063550		1,476.93	40,234.67 CR
May 26	BPAY TO TAX OFFICE PAYMENTS	259.00		39,975.67 CR
May 28	SMSF AUDITING & ACCOUNTING	137.50		39,838.17 CR
May 28	ZURICH LIFE M043448 39	619.65		39,218.52 CR
Jun 2021				
Jun 28	ZURICH LIFE M043448 39	619.65		38,598.87 CR
Jun 30	SMSF AUDITING & ACCOUNTING	137.50		38,461.37 CR
Jul 2021				
Jul 23	RESPONSE LEARNIN SuperQ4FY21		5,327.28	43,788.65 CR
Jul 28	ZURICH LIFE M043448 39	619.65		43,169.00 CR
Jul 30	SMSF AUDITING & ACCOUNTING	137.50		43,031.50 CR
Jul 30	ANNUAL ASIC ACCOUNTING	41.25		42,990.25 CR
Aug 2021				
Aug 30	SMSF AUDITING & ACCOUNTING	137.50		42,852.75 CR
Aug 30	ZURICH LIFE M043448 39	619.65		42,233.10 CR
Sep 2021				
Sep 9	ATO ATO009000015392056		145.00	42,378.10 CR
Sep 28	ZURICH LIFE M043448 39	619.65		41,758.45 CR
Sep 30	SMSF AUDITING & ACCOUNTING	137.50		41,620.95 CR
Oct 2021				
Oct 25	RESPONSE LEARNIN SuperQ1FY22		6,802.34	48,423.29 CR
Oct 28	ZURICH LIFE M043448 39	619.65		47,803.64 CR
Oct 29	SMSF AUDITING & ACCOUNTING	137.50		47,666.14 CR
Oct 29	ANNUAL ASIC ACCOUNTING	41.25		47,624.89 CR
Nov 2021				
Nov 29	ZURICH LIFE M043448 39	619.65		47,005.24 CR
Nov 30	SMSF AUDITING & ACCOUNTING	137.50		46,867.74 CR
Dec 2021				
Dec 29	ZURICH LIFE M043448 39	619.65		46,248.09 CR
Dec 30	SMSF AUDITING & ACCOUNTING	137.50		46,110.59 CR
Jan 2022				
Jan 24	RESPONSE LEARNIN Super Q2 2020		5,607.72	51,718.31 CR
Jan 28	SMSF AUDITING & ACCOUNTING	137.50		51,580.81 CR

Account Name

BYRNE & SINGH SUPER PTY LTD ATF BYRNE & SINGH SUPERANNUATION FUND



Cash Management Account Transaction Listing Report

From 1 July 2020 to 30 June 2023

Date	Description	Debits	Credits	Balance
Jan 28	ANNUAL ASIC ACCOUNTING	41.25		51,539.56 CR
Jan 28	ZURICH LIFE M043448 39	619.65		50,919.91 CR
Feb 2022				
Feb 28	SMSF AUDITING & ACCOUNTING	137.50		50,782.41 CR
Feb 28	ZURICH LIFE M043448 39	619.65		50,162.76 CR
Mar 2022				
Mar 16	BPAY TO ASIC	56.00		50,106.76 CR
Mar 28	ZURICH LIFE M043448 39	619.65		49,487.11 CR
Mar 30	SMSF AUDITING & ACCOUNTING	137.50		49,349.61 CR
Apr 2022				
Apr 22	RESPONSE LEARNIN Q3FY22Super		6,542.34	55,891.95 CR
Apr 28	ZURICH LIFE M043448 39	619.65		55,272.30 CR
Apr 29	SMSF AUDITING & ACCOUNTING	137.50		55,134.80 CR
Apr 29	ANNUAL ASIC ACCOUNTING	41.25		55,093.55 CR
May 2022				
May 30	SMSF AUDITING & ACCOUNTING	137.50		54,956.05 CR
May 30	ZURICH LIFE M043448 39	847.17		54,108.88 CR
Jun 2022				
Jun 28	ZURICH LIFE M043448 39	847.17		53,261.71 CR
Jun 30	MACQUARIE CMA INTEREST PAID		5.15	53,266.86 CR
Jun 30	SMSF AUDITING & ACCOUNTING	137.50		53,129.36 CR
Jul 2022				
Jul 18	RESPONSE LEARNIN Q4FY22Super		5,607.72	58,737.08 CR
Jul 28	ZURICH LIFE M043448 39	847.17		57,889.91 CR
Jul 29	MACQUARIE CMA INTEREST PAID		17.18	57,907.09 CR
Jul 29	SMSF AUDITING & ACCOUNTING	137.50		57,769.59 CR
Jul 29	ANNUAL ASIC ACCOUNTING	41.25		57,728.34 CR
Aug 2022				
Aug 29	ZURICH LIFE M043448 39	847.17		56,881.17 CR
Aug 30	SMSF AUDITING & ACCOUNTING	137.50		56,743.67 CR
Aug 31	MACQUARIE CMA INTEREST PAID		38.61	56,782.28 CR
Sep 2022				
Sep 28	ZURICH LIFE M043448 39	847.17		55,935.11 CR
Sep 30	MACQUARIE CMA INTEREST PAID		50.03	55,985.14 CR
Sep 30	SMSF AUDITING & ACCOUNTING	137.50		55,847.64 CR
Oct 2022				
Oct 20	RESPONSE LEARNIN Singh F23Q1		6,869.38	62,717.02 CR
Oct 28	SMSF AUDITING & ACCOUNTING	137.50		62,579.52 CR
Oct 28	ANNUAL ASIC ACCOUNTING	41.25		62,538.27 CR
Oct 28	ZURICH LIFE M043448 39	847.17		61,691.10 CR
Oct 31	MACQUARIE CMA INTEREST PAID		69.43	61,760.53 CR
Nov 2022				
Nov 28	ZURICH LIFE M043448 39	847.17		60,913.36 CR

Account Name

BYRNE & SINGH SUPER PTY LTD ATF BYRNE & SINGH SUPERANNUATION FUND

**Cash Management Account Transaction Listing Report****From 1 July 2020 to 30 June 2023**

Date	Description	Debits	Credits	Balance
Nov 30	MACQUARIE CMA INTEREST PAID		82.37	60,995.73 CR
Nov 30	SMSF AUDITING & ACCOUNTING	137.50		60,858.23 CR
Dec 2022				
Dec 28	ZURICH LIFE M043448 39	847.17		60,011.06 CR
Dec 30	MACQUARIE CMA INTEREST PAID		93.62	60,104.68 CR
Dec 30	SMSF AUDITING & ACCOUNTING	137.50		59,967.18 CR
Jan 2023				
Jan 20	RESPONSE LEARNIN SinghSuper		6,123.60	66,090.78 CR
Jan 30	SMSF AUDITING & ACCOUNTING	137.50		65,953.28 CR
Jan 30	ANNUAL ASIC ACCOUNTING	41.25		65,912.03 CR
Jan 30	ZURICH LIFE M043448 39	847.17		65,064.86 CR
Jan 31	MACQUARIE CMA INTEREST PAID		109.14	65,174.00 CR
Feb 2023				
Feb 28	MACQUARIE CMA INTEREST PAID		101.16	65,275.16 CR
Feb 28	SMSF AUDITING & ACCOUNTING	137.50		65,137.66 CR
Feb 28	ZURICH LIFE M043448 39	847.17		64,290.49 CR
Mar 2023				
Mar 16	BPAY TO ASIC	59.00		64,231.49 CR
Mar 28	ZURICH LIFE M043448 39	847.17		63,384.32 CR
Mar 30	SMSF AUDITING & ACCOUNTING	137.50		63,246.82 CR
Mar 31	MACQUARIE CMA INTEREST PAID		117.08	63,363.90 CR
Apr 2023				
Apr 20	RESPONSE LEARNIN SinghSuperQ3		7,144.20	70,508.10 CR
Apr 28	MACQUARIE CMA INTEREST PAID		113.37	70,621.47 CR
Apr 28	SMSF AUDITING & ACCOUNTING	137.50		70,483.97 CR
Apr 28	ANNUAL ASIC ACCOUNTING	41.25		70,442.72 CR
Apr 28	ZURICH LIFE M043448 39	847.17		69,595.55 CR
May 2023				
May 29	ZURICH LIFE M043448 39	990.04		68,605.51 CR
May 30	SMSF AUDITING & ACCOUNTING	137.50		68,468.01 CR
May 31	MACQUARIE CMA INTEREST PAID		147.58	68,615.59 CR
Jun 2023				
Jun 28	ZURICH LIFE M043448 39	990.04		67,625.55 CR
Jun 30	MACQUARIE CMA INTEREST PAID		144.53	67,770.08 CR
Jun 30	SMSF AUDITING & ACCOUNTING	137.50		67,632.58 CR
Closing balance				67,632.58 CR

Check we have your latest details

New contact details? Contact us to update them.

End of transaction listing report

This information is provided by Macquarie Bank Limited ABN 46 008 583 542 AFSL 237502 for the date ranges you entered. It is not a statement and we recommend you use your periodic statement to conduct any reconciliations on your account. This document may not include all transactions, including pending transactions and cheque payments awaiting clearance.



Australian Government
Australian Taxation Office

PAYG Instalments report 2021

Tax Agent 25957257

Last Updated 23/09/2023

TFN	Client Name	Quarter 1 (\$)	Quarter 2 (\$)	Quarter 3 (\$)	Quarter 4 (\$)	Total Instalment (\$)
944820579	THE TRUSTEE FOR BYRNE & SINGH SUPERANNUATION FUND	Not Applicable	Not Applicable	Not Applicable	145.00	145.00

Total No of Clients: 1



Australian Government
Australian Taxation Office

Agent SMSF AUSTRALIA PTY LTD
Client THE TRUSTEE FOR BYRNE &
 SINGH SUPERANNUATION FUND
ABN 30 907 933 949
TFN 944 820 579

Activity statement 001

Date generated	26 September 2023
Overdue	\$1,203.00 DR
Not yet due	\$154.00 DR
Balance	\$1,357.00 DR

Transactions

41 results found - from **01 July 1900** to **26 September 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
24 Sep 2023	30 Oct 2023	Original Activity Statement for the period ending 30 Sep 23 - PAYG Instalments	\$154.00		\$1,357.00 DR
1 Aug 2023	1 Aug 2023	General interest charge			\$1,203.00 DR
30 Jul 2023	28 Jul 2023	Original Activity Statement for the period ending 30 Jun 23 - PAYG Instalments	\$148.00		\$1,203.00 DR
1 May 2023	1 May 2023	General interest charge			\$1,055.00 DR
30 Apr 2023	28 Apr 2023	Original Activity Statement for the period ending 31 Mar 23 - PAYG Instalments	\$148.00		\$1,055.00 DR
3 Apr 2023	1 Mar 2023	General interest charge			\$907.00 DR
5 Mar 2023	28 Feb 2023	Original Activity Statement for the period ending 31 Dec 22 - PAYG Instalments	\$148.00		\$907.00 DR
1 Nov 2022	1 Nov 2022	General interest charge			\$759.00 DR
30 Oct 2022	28 Oct 2022	Original Activity Statement for the period ending 30 Sep 22 - PAYG Instalments	\$148.00		\$759.00 DR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Aug 2022	1 Aug 2022	General interest charge			\$611.00 DR
31 Jul 2022	28 Jul 2022	Original Activity Statement for the period ending 30 Jun 22 - PAYG Instalments	\$145.00		\$611.00 DR
2 May 2022	2 May 2022	General interest charge			\$466.00 DR
1 May 2022	28 Apr 2022	Original Activity Statement for the period ending 31 Mar 22 - PAYG Instalments	\$145.00		\$466.00 DR
1 Apr 2022	1 Mar 2022	General interest charge			\$321.00 DR
7 Mar 2022	28 Feb 2022	Original Activity Statement for the period ending 31 Dec 21 - PAYG Instalments	\$145.00		\$321.00 DR
1 Nov 2021	1 Oct 2021	General interest charge			\$176.00 DR
1 Nov 2021	26 May 2021	Credit transfer received from Income Tax Account		\$114.00	\$176.00 DR
31 Oct 2021	28 Oct 2021	Original Activity Statement for the period ending 30 Sep 21 - PAYG Instalments	\$145.00		\$290.00 DR
1 Oct 2021	1 Oct 2021	General interest charge			\$145.00 DR
5 Sep 2021	28 Jul 2021	Original Activity Statement for the period ending 30 Jun 21 - PAYG Instalments	\$145.00		\$145.00 DR
18 Dec 2020	14 Dec 2019	General interest charge			\$0.00
18 Dec 2020	1 Nov 2019	Credit transfer received from Income Tax Account		\$704.00	\$0.00
18 Dec 2020	1 Nov 2019	Credit transfer received from Income Tax Account		\$710.00	\$704.00 DR
18 Dec 2020	1 Nov 2019	Credit transfer received from Income Tax Account		\$466.30	\$1,414.00 DR
30 Nov 2019	30 Nov 2019	General interest charge			\$1,880.30 DR
3 Nov 2019	28 Oct 2019	Original Activity Statement for the period ending 30 Sep 19 - PAYG Instalments	\$704.00		\$1,880.30 DR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
26 Oct 2019	26 Oct 2019	General interest charge			\$1,176.30 DR
22 Oct 2019	25 Oct 2019	Credit transferred in from Income tax account		\$243.70	\$1,176.30 DR
31 Aug 2019	31 Aug 2019	General interest charge			\$1,420.00 DR
4 Aug 2019	29 Jul 2019	Original Activity Statement for the period ending 30 Jun 19 - PAYG Instalments	\$710.00		\$1,420.00 DR
25 May 2019	25 May 2019	General interest charge			\$710.00 DR
5 May 2019	29 Apr 2019	Original Activity Statement for the period ending 31 Mar 19 - PAYG Instalments	\$710.00		\$710.00 DR
1 Apr 2019	1 Apr 2019	General interest charge			\$0.00
4 Mar 2019	1 Mar 2019	Payment		\$710.00	\$0.00
3 Mar 2019	28 Feb 2019	Original Activity Statement for the period ending 31 Dec 18 - PAYG Instalments	\$710.00		\$710.00 DR
5 Jan 2019	5 Jan 2019	General interest charge			\$0.00
30 Nov 2018	29 Nov 2018	Payment		\$710.00	\$0.00
24 Nov 2018	24 Nov 2018	General interest charge			\$710.00 DR
4 Nov 2018	29 Oct 2018	Original Activity Statement for the period ending 30 Sep 18 - PAYG Instalments	\$710.00		\$710.00 DR
8 Aug 2018	30 Jul 2018	Original Activity Statement for the period ending 30 Jun 18 - PAYG Instalments	\$697.00		\$0.00
31 Jul 2018	30 Jul 2018	Payment		\$697.00	\$697.00 CR

Income protection insurance 2020/21 insurance premium summary



H 008054 000



Byrne Singh Superannuation Fund
530 BRISBANE VALLEY HIGHWAY
WANORA QLD 4306

Your adviser

Ross Hennig -
Ex Emily Spinks

zurich.com.au

Phone: 131 551

client.service@zurich.com.au

Fax: (02) 9995 3797

Locked Bag 994

North Sydney NSW 2059

Policy number

50067749

2 July 2021

Dear Sir/Madam,

Over the last financial year the premiums you have paid for your Zurich income protection policy have helped protect your most valuable asset – your income.

To help with preparation of your fund's tax return for the year ending 30 June 2021 the following table shows the premium paid on your policy throughout the financial year, and the portion of that premium considered to be for benefits that replace income.

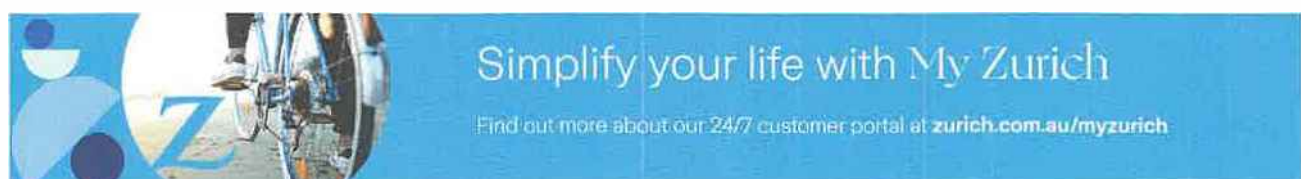
Life insured	Cover type	Total premium paid	Portion of total premium paid for replacement of income benefit/s
Belinda Byrne	Income protection	\$2,322.58	\$2,322.58

The information contained in this letter does not constitute tax advice. We recommend you seek independent tax advice specific to your personal circumstances, from an accountant or registered tax agent.

If you have any questions, please speak to your financial adviser Ross Hennig - Ex Emily Spinks or contact Zurich Customer Care on 131 551. We look forward to helping you.

Yours sincerely

Sasho Briskoski
Head of Customer Service Operations
Zurich Australia Limited



Statement details

Statement period: 1 July 2020 to 30 June 2021

Your adviser
Ross Hennig
03 9596 5111

Policy details

Policy owner: Byrne Singh Superannuation Fund
(Superannuation, held by external trustee)

Policy type: Zurich Life Insurance

Life insured: Ms Belinda Byrne

Insurance benefits

Benefit type	Benefit amount	Annual premium	Premium paid
Death & terminal illness benefit	\$291,357	\$402.12	\$378.42

The Death benefit is the amount that may be payable on death of the life insured. A benefit may be payable on terminal illness of 100% of your Death benefit.

All benefits are subject to the terms and conditions of the applicable policy and payable to the trustee of the fund. You must ensure any benefits paid are in accordance with your fund's trust deed and superannuation law.

The Annual premium is the annualised cost of cover as at the statement date.

The Premium paid is the amount of premium paid for the benefit during the statement period.

Fees and costs

The total premium paid for this policy **\$378.42**

Taxation

Insurance premiums for cover that would meet a condition of release are generally tax deductible to the complying superannuation fund. The information on premium amounts provided above is based on the price of the insurance policy and not necessarily the amount your fund can claim as a tax deduction. The amount of premium that is deductible varies depending on the type of cover. For example, premiums for life insurance cover are fully deductible whilst premiums for trauma cover are not deductible. Premiums may only be partially deductible such as for 'own' occupation disablement cover (TPD). Please contact your adviser or accountant for further information regarding the tax deductibility of premiums to your SMSF.



Income protection insurance 2020/21 insurance premium summary



008058 000



Byrne Singh Superannuation Fund
530 BRISBANE VALLEY HIGHWAY
WANORA QLD 4306

Your adviser

Ross Hennig -
Ex Emily Spinks

zurich.com.au

Phone: 131 551

client.service@zurich.com.au

Fax: (02) 9995 3797

Locked Bag 994
North Sydney NSW 2059

Policy number


50067623

2 July 2021

Dear Sir/Madam,

Over the last financial year the premiums you have paid for your Zurich income protection policy have helped protect your most valuable asset – your income.

To help with preparation of your fund's tax return for the year ending 30 June 2021 the following table shows the premium paid on your policy throughout the financial year, and the portion of that premium considered to be for benefits that replace income.

Life insured	Cover type	Total premium paid	Portion of total premium paid for replacement of income benefit/s
Wayne Singh	Income protection	\$3,163.26	\$3,163.26 

The information contained in this letter does not constitute tax advice. We recommend you seek independent tax advice specific to your personal circumstances, from an accountant or registered tax agent.

If you have any questions, please speak to your financial adviser Ross Hennig - Ex Emily Spinks or contact Zurich Customer Care on 131 551. We look forward to helping you.

Yours sincerely

Sasho Briskoski
Head of Customer Service Operations
Zurich Australia Limited



Statement details

Statement period: 1 July 2020 to 30 June 2021

Your adviser
Ross Hennig
03 9596 5111

Policy details

Policy owner: Byrne Singh Superannuation Fund
(Superannuation, held by external trustee)

Policy type: Zurich Life Insurance

Life insured: Mr Wayne Singh

Insurance benefits

Benefit type	Benefit amount	Annual premium	Premium paid
Death & terminal illness benefit	\$305,292	\$1,209.84	\$1,078.24

The Death benefit is the amount that may be payable on death of the life insured. A benefit may be payable on terminal illness of 100% of your Death benefit.

All benefits are subject to the terms and conditions of the applicable policy and payable to the trustee of the fund. You must ensure any benefits paid are in accordance with your fund's trust deed and superannuation law.

The Annual premium is the annualised cost of cover as at the statement date.

The Premium paid is the amount of premium paid for the benefit during the statement period.

Fees and costs

The total premium paid for this policy **\$1,078.24**

Taxation

Insurance premiums for cover that would meet a condition of release are generally tax deductible to the complying superannuation fund. The information on premium amounts provided above is based on the price of the insurance policy and not necessarily the amount your fund can claim as a tax deduction. The amount of premium that is deductible varies depending on the type of cover. For example, premiums for life insurance cover are fully deductible whilst premiums for trauma cover are not deductible. Premiums may only be partially deductible such as for 'own' occupation disablement cover (TPD). Please contact your adviser or accountant for further information regarding the tax deductibility of premiums to your SMSF.





THE TRUSTEE FOR BYRNE & SINGH
SUPERANNUATION
1142 RIPLEY RD
SOUTH RIPLEY QLD 4306

Our reference: 7120094152218
Phone: 13 10 20
ABN: 30 907 933 949

14 January 2021

Superannuation remittance advice

To whom it may concern

An amount of \$128.21 has been forwarded to you from the super guarantee account for THE TRUSTEE FOR BYRNE & SINGH SUPERANNUATION FUND as per the enclosed remittance advice.

More information about the remittance process is provided on the back of this page, but if you have any questions please phone **13 10 20** between 8.00am and 6.00pm, Monday to Friday.

Yours faithfully

Grant Brodie
Deputy Commissioner of Taxation

Reading your remittance advice

This remittance advice provides details of super guarantee payments credited to you for one or more of your members.

Payment for and account details

These details are provided so you can reconcile each payment with the correct member account.

Where you have made a claim for payment, the member and account details will match those you reported to us as part of your claim.

Remittance reference number

This is a unique identifier we assign to the remittance of a member's super guarantee payment.

It is important to note this number as it needs to be quoted if you are not accepting a particular payment on this remittance.

Payment

This is the total amount of super guarantee being credited for a member.

What should you do if you will not be accepting one or more payments on the remittance?

You will need to complete a *Superannuation payment variation advice* (NAT 8451) statement and lodge it and your repayment with us on or before **19 February 2021**.

The *Completing the Superannuation payment variation advice* (NAT 8450) statement instructions will help you fill out this form.

Your repayment can be sent electronically to us by BPAY® or direct credit, or by cheque enclosed with the completed form.

If you are paying by cheque, please refer to the 'How to pay' information on the *Superannuation payment variation advice* (NAT 8451) statement. This will help you to complete the repayment details.

HOW TO PAY

Your payment reference number (PRN) is:

BPAY®



Billers code: 75556

Ref:

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or credit card account.
More info: www.bpay.com.au

CREDIT OR DEBIT CARD

Pay online with your credit or debit card at
www.governmenteasypay.gov.au/PayATO

To pay by phone, call the Government EasyPay service on **1300 898 089**.

A card payment fee applies.

OTHER PAYMENT OPTIONS

For other payment options, visit www.ato.gov.au/paymentoptions

Superannuation remittance advice

Provider: THE TRUSTEE FOR BYRNE & SINGH SUPERANNUATION FUND
Tax file number: 944 820 579
Remittance type: Super guarantee

Payment for	Account/Other ID	TFN	Date of birth	Remittance reference number	Financial year	Payment
Wayne Bradley Singh	SMSF11980375624 5	212 111 968	21/3/1974	7026230972340	2021	\$128.21

Payment details	Description	Processed date	Credit
	Super guarantee remittance	13 January 2021	\$128.21 CR
Total payment amount			\$128.21 CR



Australian Government
Australian Taxation Office

Agent SMSF AUSTRALIA PTY LTD
Client THE TRUSTEE FOR BYRNE &
 SINGH SUPERANNUATION FUND
ABN 30 907 933 949
TFN 944 820 579

Income tax 551

Date generated	26 September 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

95 results found - from **01 July 1900** to **26 September 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Nov 2021	26 May 2021	Credit transferred to Integrated Client Account	\$114.00		\$0.00
6 Sep 2021	9 Sep 2021	EFT refund for Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$145.00		\$114.00 CR
27 May 2021	26 May 2021	Payment received		\$259.00	\$259.00 CR
17 May 2021	20 May 2021	EFT refund for Income Tax for the period from 01 Jul 19 to 30 Jun 20	\$445.00		\$0.00
17 May 2021	17 May 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20		\$445.00	\$445.00 CR
4 Jan 2021	7 Jan 2021	EFT refund for Income Tax for the period from 01 Jul 18 to 30 Jun 19	\$961.21		\$0.00
4 Jan 2021	2 Dec 2019	General interest charge			\$961.21 CR
18 Dec 2020	18 Dec 2020	Interest on overpayment for Income Tax for the period from 01 Jul 18 to 30 Jun 19		\$1.51	\$961.21 CR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
18 Dec 2020	30 Jun 2020	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 18 to 30 Jun 19		\$2,581.00	\$959.70 CR
18 Dec 2020	1 Nov 2019	Credit transferred to Integrated Client Account	\$704.00		\$1,621.30 DR
18 Dec 2020	1 Nov 2019	Credit transferred to Integrated Client Account	\$710.00		\$917.30 DR
18 Dec 2020	1 Nov 2019	Credit transferred to Integrated Client Account	\$466.30		\$207.30 DR
4 Nov 2019	1 Nov 2019	Payment received		\$259.00	\$259.00 CR
22 Oct 2019	25 Oct 2019	Credit offset to integrated client account	\$243.70		\$0.00
22 Oct 2019	22 Oct 2019	Interest on overpayment for Income Tax for the period from 01 Jul 17 to 30 Jun 18		\$11.00	\$243.70 CR
22 Oct 2019	2 Jan 2019	General interest charge			\$232.70 CR
22 Oct 2019	3 Dec 2018	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 17 to 30 Jun 18		\$438.00	\$232.70 CR
18 Oct 2019	17 Oct 2019	Payment received		\$2,360.20	\$205.30 DR
1 Oct 2019	1 Oct 2019	General interest charge			\$2,565.50 DR
26 Sep 2019	26 Sep 2019	Payment received		\$57.00	\$2,565.50 DR
19 Sep 2019	19 Sep 2019	Payment received		\$57.00	\$2,622.50 DR
16 Sep 2019	1 Aug 2018	General interest charge			\$2,679.50 DR
16 Sep 2019	2 Jul 2018	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 16 to 30 Jun 17	\$2,360.20		\$2,679.50 DR
12 Sep 2019	12 Sep 2019	Payment received		\$57.00	\$319.30 DR
5 Sep 2019	5 Sep 2019	Payment received		\$57.00	\$376.30 DR
2 Sep 2019	2 Sep 2019	General interest charge			\$433.30 DR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
29 Aug 2019	29 Aug 2019	Payment received		\$57.00	\$433.30 DR
22 Aug 2019	22 Aug 2019	Payment received		\$57.00	\$490.30 DR
15 Aug 2019	15 Aug 2019	Payment received		\$57.00	\$547.30 DR
8 Aug 2019	8 Aug 2019	Payment received		\$57.00	\$604.30 DR
1 Aug 2019	1 Aug 2019	General interest charge			\$661.30 DR
1 Aug 2019	1 Aug 2019	Payment received		\$57.00	\$661.30 DR
25 Jul 2019	25 Jul 2019	Payment received		\$57.00	\$718.30 DR
18 Jul 2019	18 Jul 2019	Payment received		\$57.00	\$775.30 DR
11 Jul 2019	11 Jul 2019	Payment received		\$57.00	\$832.30 DR
4 Jul 2019	4 Jul 2019	Payment received		\$57.00	\$889.30 DR
1 Jul 2019	1 Jul 2019	General interest charge			\$946.30 DR
27 Jun 2019	27 Jun 2019	Payment received		\$57.00	\$946.30 DR
20 Jun 2019	20 Jun 2019	Payment received		\$57.00	\$1,003.30 DR
13 Jun 2019	13 Jun 2019	Payment received		\$57.00	\$1,060.30 DR
6 Jun 2019	6 Jun 2019	Payment received		\$57.00	\$1,117.30 DR
3 Jun 2019	3 Jun 2019	General interest charge			\$1,174.30 DR
30 May 2019	30 May 2019	Payment received		\$57.00	\$1,174.30 DR
23 May 2019	23 May 2019	Payment received		\$57.00	\$1,231.30 DR
16 May 2019	16 May 2019	Payment received		\$57.00	\$1,288.30 DR
9 May 2019	9 May 2019	Payment received		\$57.00	\$1,345.30 DR
2 May 2019	2 May 2019	Payment received		\$57.00	\$1,402.30 DR
1 May 2019	1 May 2019	General interest charge			\$1,459.30 DR
26 Apr 2019	26 Apr 2019	Payment received		\$57.00	\$1,459.30 DR
18 Apr 2019	18 Apr 2019	Payment received		\$57.00	\$1,516.30 DR
11 Apr 2019	11 Apr 2019	Payment received		\$57.00	\$1,573.30 DR
4 Apr 2019	4 Apr 2019	Payment received		\$57.00	\$1,630.30 DR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Apr 2019	1 Apr 2019	General interest charge			\$1,687.30 DR
28 Mar 2019	28 Mar 2019	Payment received		\$57.00	\$1,687.30 DR
21 Mar 2019	21 Mar 2019	Payment received		\$57.00	\$1,744.30 DR
14 Mar 2019	14 Mar 2019	Payment received		\$57.00	\$1,801.30 DR
7 Mar 2019	7 Mar 2019	Payment received		\$57.00	\$1,858.30 DR
1 Mar 2019	1 Mar 2019	General interest charge			\$1,915.30 DR
28 Feb 2019	28 Feb 2019	Payment received		\$57.00	\$1,915.30 DR
21 Feb 2019	21 Feb 2019	Payment received		\$57.00	\$1,972.30 DR
14 Feb 2019	14 Feb 2019	Payment received		\$57.00	\$2,029.30 DR
7 Feb 2019	7 Feb 2019	Payment received		\$57.00	\$2,086.30 DR
1 Feb 2019	2 Jan 2019	General interest charge			\$2,143.30 DR
31 Jan 2019	31 Jan 2019	Payment received		\$57.00	\$2,143.30 DR
24 Jan 2019	24 Jan 2019	Payment received		\$57.00	\$2,200.30 DR
17 Jan 2019	17 Jan 2019	Payment received		\$57.00	\$2,257.30 DR
10 Jan 2019	10 Jan 2019	Payment received		\$57.00	\$2,314.30 DR
3 Jan 2019	3 Jan 2019	Payment received		\$57.00	\$2,371.30 DR
2 Jan 2019	2 Jan 2019	General interest charge			\$2,428.30 DR
2 Jan 2019	27 Dec 2018	Payment received		\$57.00	\$2,428.30 DR
20 Dec 2018	20 Dec 2018	Payment received		\$57.00	\$2,485.30 DR
13 Dec 2018	13 Dec 2018	Payment received		\$57.00	\$2,542.30 DR
6 Dec 2018	6 Dec 2018	Payment received		\$57.00	\$2,599.30 DR
3 Dec 2018	3 Dec 2018	General interest charge			\$2,656.30 DR
29 Nov 2018	29 Nov 2018	Payment received		\$57.00	\$2,656.30 DR
22 Nov 2018	22 Nov 2018	Payment received		\$57.00	\$2,713.30 DR
15 Nov 2018	15 Nov 2018	Payment received		\$57.00	\$2,770.30 DR
8 Nov 2018	8 Nov 2018	Payment received		\$57.00	\$2,827.30 DR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Nov 2018	1 Nov 2018	General interest charge			\$2,884.30 DR
1 Nov 2018	1 Nov 2018	Payment received		\$57.00	\$2,884.30 DR
1 May 2018	1 Jul 2017	General interest charge			\$2,941.30 DR
23 Apr 2018	1 Dec 2016	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 15 to 30 Jun 16	\$2,941.30		\$2,941.30 DR
11 Apr 2018	11 Apr 2018	General interest charge			\$0.00
11 Apr 2018	10 Apr 2018	Payment received		\$2,535.10	\$0.00
11 Apr 2018	1 Jul 2016	General interest charge			\$2,535.10 DR
9 Apr 2018	16 May 2016	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 14 to 30 Jun 15	\$2,535.10		\$2,535.10 DR
4 Sep 2015	4 Sep 2015	General interest charge			\$0.00
4 Sep 2015	3 Sep 2015	Payment received		\$388.00	\$0.00
3 Aug 2015	1 Jul 2015	General interest charge			\$388.00 DR
1 Aug 2015	31 Aug 2015	Client initiated amended Tax return Self Man Superfund - Income Tax for the period from 01 Jul 13 to 30 Jun 14			\$388.00 DR
24 Jul 2015	15 May 2015	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 13 to 30 Jun 14	\$388.00		\$388.00 DR
24 Mar 2014	24 Mar 2014	General interest charge			\$0.00
24 Mar 2014	21 Mar 2014	Payment received		\$482.70	\$0.00
3 Mar 2014	3 Mar 2014	General interest charge			\$482.70 DR
19 Feb 2014	2 Dec 2013	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 12 to 30 Jun 13	\$482.70		\$482.70 DR

NON-RECOURSE RIDER

THIS NON-RECOURSE RIDER is made this 6th day of April, 2015, and is incorporated into and shall be deemed to amend and supplement the Mortgage hereinafter (“the Security Instrument”) together with the Promissory Note, Loan Agreement and other loan documents (hereinafter collectively referred to as the (“Loan Documents “) made and executed by the undersigned (“Borrower”) to evidence a loan to Borrower from Bridge Capital Asset Funding, LLC (the “Lender”) of even date and secured by the Property described in the Security Instrument and located at:

4800 Allrand Memphis TN 38118

In addition to the covenants and agreements made in the Security Instrument and Loan Documents, Borrower and Lender further covenant and agree as follows:

A. This Rider is not intended to and shall not be construed to modify or limit any other right or remedy available to Lender in the Security Instrument, any other Loan Document or under applicable law. Lender may pursue any right or remedy available to Lender not expressly limited by this Non-recourse Rider.

B. The arrangement evidenced under this Security Instrument, Loan Documents, and related instruments is intended to constitute a “limited recourse borrowing arrangement” as described in section 67A of the Superannuation Industry (Supervision) Act 1993 of the Commonwealth of Australia. No charge is placed over any asset of the borrower other than the single real estate asset described in the Security Instrument and referenced above. The rights of Lender, or any other person or entity, against Borrower connection with, or as a result of, a default (whether directly or indirectly) on the borrowing or the sum of the borrowing and any charges related thereto, are limited to rights relating to the Property described in the Security Instrument and referenced above. To the extent that any other provision of the Loan Documents or Security Instrument are inconsistent with this provision, this provision shall prevail.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Non-recourse Rider.

BORROWER:

Allrand Singh LLC, an Tennessee Limited Liability Company

BY: Byrne & Singh Super Pty Ltd, Member

BY: Bryne & Singh Superannuation Fund, Trustee


By:  _____
Belinda Bryne, Director

By:  _____
Wayne Bradley Singh, Director

BY: Byrne & Singh Super Pty Ltd, Member

BY: Bryne & Singh Superannuation Fund, Trustee

By:  _____
Belinda Bryne, Director

By: 
Wayne Bradley Singh, Director

NON-RECOURSE RIDER

THIS NON-RECOURSE RIDER is made this 6th day of April, 2015, and is incorporated into and shall be deemed to amend and supplement the Mortgage hereinafter (“the Security Instrument”) together with the Promissory Note, Loan Agreement and other loan documents (hereinafter collectively referred to as the (“Loan Documents “) made and executed by the undersigned (“Borrower”) to evidence a loan to Borrower from Bridge Capital Asset Funding, LLC (the “Lender”) of even date and secured by the Property described in the Security Instrument and located at:

1208 Knox Memphis TN 38127

In addition to the covenants and agreements made in the Security Instrument and Loan Documents, Borrower and Lender further covenant and agree as follows:

A. This Rider is not intended to and shall not be construed to modify or limit any other right or remedy available to Lender in the Security Instrument, any other Loan Document or under applicable law. Lender may pursue any right or remedy available to Lender not expressly limited by this Non-recourse Rider.

B. The arrangement evidenced under this Security Instrument, Loan Documents, and related instruments is intended to constitute a “limited recourse borrowing arrangement” as described in section 67A of the Superannuation Industry (Supervision) Act 1993 of the Commonwealth of Australia. No charge is placed over any asset of the borrower other than the single real estate asset described in the Security Instrument and referenced above. The rights of Lender, or any other person or entity, against Borrower connection with, or as a result of, a default (whether directly or indirectly) on the borrowing or the sum of the borrowing and any charges related thereto, are limited to rights relating to the Property described in the Security Instrument and referenced above. To the extent that any other provision of the Loan Documents or Security Instrument are inconsistent with this provision, this provision shall prevail.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Non-recourse Rider.

BORROWER:

Knox Singh LLC, an Tennessee Limited Liability Company

BY: Byrne & Singh Super Pty Ltd, Member

BY: Bryne & Singh Superannuation Fund, Trustee


By:  _____
Belinda Bryne, Director

By:  _____
Wayne Bradley Singh, Director

BY: Byrne & Singh Super Pty Ltd, Member

BY: Bryne & Singh Superannuation Fund, Trustee

By:  _____
Belinda Bryne, Director

By: 
Wayne Bradley Singh, Director

NON-RECOURSE RIDER

THIS NON-RECOURSE RIDER is made this 6th day of April, 2015, and is incorporated into and shall be deemed to amend and supplement the Mortgage hereinafter (“the Security Instrument”) together with the Promissory Note, Loan Agreement and other loan documents (hereinafter collectively referred to as the (“Loan Documents “) made and executed by the undersigned (“Borrower”) to evidence a loan to Borrower from Bridge Capital Asset Funding, LLC (the “Lender”) of even date and secured by the Property described in the Security Instrument and located at:

4475 Tarleton Memphis TN 38128

In addition to the covenants and agreements made in the Security Instrument and Loan Documents, Borrower and Lender further covenant and agree as follows:

A. This Rider is not intended to and shall not be construed to modify or limit any other right or remedy available to Lender in the Security Instrument, any other Loan Document or under applicable law. Lender may pursue any right or remedy available to Lender not expressly limited by this Non-recourse Rider.

B. The arrangement evidenced under this Security Instrument, Loan Documents, and related instruments is intended to constitute a “limited recourse borrowing arrangement” as described in section 67A of the Superannuation Industry (Supervision) Act 1993 of the Commonwealth of Australia. No charge is placed over any asset of the borrower other than the single real estate asset described in the Security Instrument and referenced above. The rights of Lender, or any other person or entity, against Borrower connection with, or as a result of, a default (whether directly or indirectly) on the borrowing or the sum of the borrowing and any charges related thereto, are limited to rights relating to the Property described in the Security Instrument and referenced above. To the extent that any other provision of the Loan Documents or Security Instrument are inconsistent with this provision, this provision shall prevail.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Non-recourse Rider.

BORROWER:

Tarleton Singh LLC, an Tennessee Limited Liability Company

BY: Byrne & Singh Super Pty Ltd, Member

BY: Bryne & Singh Superannuation Fund, Trustee

By: 
Belinda Bryne, Director

By: 
Wayne Bradley Singh, Director

BY: Byrne & Singh Super Pty Ltd, Member

BY: Bryne & Singh Superannuation Fund, Trustee

By: 
Belinda Bryne, Director

By:

A handwritten signature in blue ink, consisting of several loops and a long, sweeping tail that extends upwards and to the right.

Wayne Bradley Singh, Director

NON-RECOURSE RIDER

THIS NON-RECOURSE RIDER is made this 6th day of April, 2015, and is incorporated into and shall be deemed to amend and supplement the Mortgage hereinafter (“the Security Instrument”) together with the Promissory Note, Loan Agreement and other loan documents (hereinafter collectively referred to as the (“Loan Documents “) made and executed by the undersigned (“Borrower”) to evidence a loan to Borrower from Bridge Capital Asset Funding, LLC (the “Lender”) of even date and secured by the Property described in the Security Instrument and located at:

3822 Ajanders Memphis TN 38127

In addition to the covenants and agreements made in the Security Instrument and Loan Documents, Borrower and Lender further covenant and agree as follows:

A. This Rider is not intended to and shall not be construed to modify or limit any other right or remedy available to Lender in the Security Instrument, any other Loan Document or under applicable law. Lender may pursue any right or remedy available to Lender not expressly limited by this Non-recourse Rider.

B. The arrangement evidenced under this Security Instrument, Loan Documents, and related instruments is intended to constitute a “limited recourse borrowing arrangement” as described in section 67A of the Superannuation Industry (Supervision) Act 1993 of the Commonwealth of Australia. No charge is placed over any asset of the borrower other than the single real estate asset described in the Security Instrument and referenced above. The rights of Lender, or any other person or entity, against Borrower connection with, or as a result of, a default (whether directly or indirectly) on the borrowing or the sum of the borrowing and any charges related thereto, are limited to rights relating to the Property described in the Security Instrument and referenced above. To the extent that any other provision of the Loan Documents or Security Instrument are inconsistent with this provision, this provision shall prevail.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Non-recourse Rider.

BORROWER:

Ajanders Singh LLC, an Tennessee Limited Liability Company

BY: Byrne & Singh Super Pty Ltd, Member

BY: Bryne & Singh Superannuation Fund, Trustee

By: 
Belinda Bryne, Director

By: 
Wayne Bradley Singh, Director

BY: Byrne & Singh Super Pty Ltd, Member
BY: Bryne & Singh Superannuation Fund, Trustee

By: 
Belinda Bryne, Director

By: 
Wayne Bradley Singh, Director

■
**IN THE CHANCERY COURT OF TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS**

PROPERTY FACTOR AUS, LLC,

v.

Docket No.:

Part:

SORROEIX, Inc., and
MATTHEW JONES, an Individual.

COMPLAINT FOR BREACH OF CONTRACT, FRAUD, PIERCING THE CORPORATE
VEIL, NEGLIGENCE, LIEN LIS PENDENS, INJUNCTIVE RELIEF,

COMES NOW Plaintiff, Property Factor AUS, LLC, hereinafter (“Property Factor”), by and through counsel, for its cause of action against Defendants, Sorroeix Inc., hereinafter (“Sorroeix”) and Matthew Jones (“Jones”), and states to this Honorable Court as follows:

PARTIES

1. Plaintiff, Property Factor AUS, LLC, is a Tennessee limited liability corporation doing business in Shelby County, Tennessee.

2. Upon information and belief, Defendants, Matthew Jones, is an adult resident of Lavinia, Tennessee, and can be served with process at 4260 Spring Creek Road, Lavinia, Tennessee, 38348.

3. Defendants, Sorroeix, Inc., is a Tennessee corporation doing business in Shelby County Tennessee, with its principal place of business located at 4260 Spring Creek Road, Lavinia, Tennessee, 38348, and can be served with process at the same address.

JURISDICTION

4. This Court has jurisdiction over the Parties and the subject matter involved herein pursuant to T.C.A. §§ 16-11-101, 16-11-102, 16-11-115 *et. seq.*

5. This Court has *in rem* jurisdiction as the subject properties are located in Shelby County, Tennessee.

6. Venue is proper before this court pursuant to T.C.A. § 20-4-101 *et seq.*

7. Jurisdiction and venue are proper before this Honorable Court since all acts occurred in this Court's jurisdiction.

FACTS

8. Michael Curtin is the Manager for Property Factor.

9. Matthew Jones is the alleged President of Sorroeix.

10. Property Factor purchased investment properties in Memphis, Tennessee, with funds from private investors in Australia.

11. Beginning in 2017, the Parties entered into various Promissory Notes secured by Deeds of Trust as described in further detail herein.

12. Throughout negotiations, Jones signed his emails to Curtin as "Matthew Jones" accompanied solely by his telephone number.

13. Jones' email signature did not indicate that he was acting on behalf of Sorroeix, Inc., or any corporation, or entity in particular.

14. Upon information and belief, Jones operates under many business names including CasPac Holdings, LLC, Sorroiex, Inc., Bartlett Property Management i.e., Minuteman Investors, Inc., all of which are alter-egos of Jones.

15. Upon information and belief, Jones fails to maintain arms-length relationships among related entities.

Promissory Notes

Note 1

16. On October 26, 2017, Defendants Jones/Sorroeix executed what is referred to herein as Note 1, and is attached hereto and incorporated herein as **Exhibit A**.

17. Pursuant to Note 1, Jones/Sorroeix, promised to pay Property Factor, “. . . the principal sum of \$7,076,126.41 on a date which is 6 months from the date hereof.” **Exhibit A**.

18. Note 1 is secured by Deeds of Trust listed in Exhibit A to Note 1. *Id.*

19. Defendants defaulted on Note 1 for failure to make payment.

20. Note 1 contains an acceleration clause which states, “[u]pon failure to make payment of any installment . . . the remaining amount of the principal of this Note with all interest then accrued, shall at the option of the holder of this note, at once become due and payable.” *Id.*

21. Defendants’ default on Note 1 caused Plaintiff damages.

22. Note 1 provides for attorney fees in the event of default. *Id.*

Note 2

23. On October 26, 2017, Plaintiff and Defendants executed what is referred to herein as Note 2, and is attached hereto and incorporated herein as **Exhibit B**.

24. Pursuant to Note 2 Jones/Sorroeix promised to pay Property Factor “. . . the principal sum of \$2,332,031.29 on a date which is 6 months from the date hereof (the “Maturity”) . . .” *Id.*

25. Pursuant to Note 2, “[s]aid principal and interest shall be paid as follows: principal will be paid back as individual properties sell or are refinanced in accordance with the

amounts as outlined on Exhibit "B" attached hereto. In any case the total amount owing on the maturity date shall be due and payable in full." *Id.*

26. Note 2 is secured by the Deed of Trust as described in Exhibit A attached to Note 2.

27. Note 2 contains an acceleration clause stating, "[u]pon failure to make payment of any installment, above mentioned, or any part thereof, as above provided, the remaining amount of the principal of this note with all interest then accrued shall, at the option of the holder of this note, at once become due and payable." *Id.*

28. Note 2 contains an attorney fee provision stating, "[i]f this note is placed in the hands of an attorney for collection, by suit or otherwise, or to protect the security for its payment or to enforce its collection, the undersigned will pay all costs of collection and litigation, together with a reasonable attorney's fee." *Id.*

29. Defendants defaulted on Note 2 by failing to make payment.

30. Defendants caused Plaintiff damages by defaulting on Note 2.

Note 3

31. On or about October 25, 2018, the Parties executed Note 3 in the amount of \$714,654.27, stating, " I/we promise to pay to the order of Property Factor AUS, LLC . . . the sum of . . . \$714,654.27 . . . the Maker of this note will pay unto property Factor AUS, LLC an amount equal to the rents received for the listed properties, less any and all expenses for the properties such as property management, insurance, taxes, repairs, etc." Note 3 is attached hereto and incorporated herein as collective **Exhibit C**.

32. Note 3 has been misplaced but is evidenced by a copy of Note 3 and a Deed of Trust as security for Note 3. Both the copy of Note 3 and the corresponding Deed of Trust is attached hereto as collective **Exhibit C**.

33. Note 3 provides for attorney fees. *Id.*

Contract Negotiation

34. On behalf of Property Factor and in his representative capacity, Curtin entered into negotiations with Sorroeix and Jones regarding an “Equity Participation Venture” wherein Property Factor and Sorroeix/Jones would purchase and liquidate single family homes in Memphis, Tennessee.

35. With the intent to induce Curtin into signing the Contract, Defendants Jones/Sorroeix falsely represented that Sorroeix owned a piece of commercial real estate worth \$6 million dollars, which he would use as security for the Properties.

36. The alleged commercial property was not worth \$6 million dollars, and was, in fact worthless and sold in a tax sale.

37. Sorroeix and Jones drafted the Contract.

38. On October 25, 2018, Curtin, in his representative capacity for Property Factor, entered into a Joint Venture Agreement (“Contract”) with Jones/Sorroeix. **Exhibit D**.

39. Curtin signed with his initials on a signature line titled “Co-Investor Initials.”

40. Pursuant to the drafters’ scrivener’s error, the Contract references Curtin as “co-investor” instead of Manager of Property Factor.

41. Pursuant to the Contract, the Parties were to, “[p]urchase and liquidate 174 Single Family homes (“the Properties”) in Memphis, TN.” **Exhibit D**.

42. Pursuant to the Contract, Jones was to own Seventy Five Percent (75%) equity.

Id.

43. Pursuant to the Contract, Curtin was to own, "Twenty Five Percent (25%) plus an agreed upon \$375,000.00 payable within 30 days of the of the close of the initial closing of the transaction, and by this agreement shall have proportionate interest in such secured property and all returns." *Id.* at 1.

44. After execution of the Contract, the subject properties were quit-claimed from each individual Australian investor to Property Factor.

45. Neither Defendant Jones nor Sorroeix ever paid the \$375,000.00 under the Contract to Property Factor.

46. Defendants paid nominal amounts for the purposes of transfer of title and recording fees.

47. The purpose of the Contract was to ". . . provide for acquisition, financing, management, and sale of such property." **Exhibit D** at 1.

48. Defendants encumbered the Properties with loans in the amount of \$350,000 in violation of the Contract. **Exhibit D**. ¶ 4.

49. In the Contract, Sorroeix and Jones agreed to, ". . . accept responsibility for management of said property." **Exhibit D** ¶ 2(a).

50. The Contract lists duties and services which Jones contracted to provide including:

- a. Arrange for advertising and marketing of the property for sale or rental.

b. Arrange for any services to be performed in connection with management, repair, maintenance and sales of the property in part or whole, in a prompt and reasonable manner. This shall be done either by the Investor (Jones) himself, his assigns, or other third parties.

c. To collect the income and disburse the same for the payment of any necessary repairs, maintenance, or other expenses and then to the co-investor (Curtin on behalf of Property Factor). Investor (Jones) shall also disburse any remaining proceeds in accordance with this agreement.

d. To provide a monthly summary to co-investor with respect to the income and expenses of the Property.

e. Arrange for preparation and service of any notice of default required by law or by the terms of any agreements whether purchased or rented.

f. In addition to periodic inspections, the Investor at the request of the Co-Investor, within 15 days, shall inspect and report on the condition of the property.

g. To provide an annual accounting by March 15th of the following year with respect to income, expenses and a profit and loss statement.

h. Maintain mortgage payments, deed of trust payments, insurance, taxes, or any other outstanding obligations current and paid to date.

i. Provide the Co-Investor copies of any/all documents received that pertain to the property, upon request. This shall include but not be limited to: Escrow Statements; Lender changes; Payment or Impound Account Adjustments; and Insurance Status.

51. Defendants have failed to perform their duties under the contract causing Plaintiff damages.

CAUSE OF ACTION I
Breach of Promissory Notes

52. Plaintiff re-alleges all of the foregoing paragraphs as if fully set forth herein.

53. Plaintiff and Defendants entered into valid and enforceable Promissory Notes.

Exhibit A-C.

54. Pursuant to the Notes, Defendants promised to pay Plaintiff \$7,076,126.41 (Note 1), \$2,332,031.29 (Note 2) and \$714,654.27 (Note 3). *Id.*

55. Defendants defaulted on Notes 1 through 3.

56. Pursuant to the acceleration clause in the Note 1 and Note 2, “[u]pon failure to make a payment of any installment, or any part thereof . . . the remaining amount of the principal of the note with all interest then accrued . . . is due and payable.” **Exhibits A and B.**

57. Defendants’ default on Notes 1 through 3 caused Plaintiff damages.

CAUSE OF ACTION II
Breach of Contract

58. Plaintiff re-alleges all of the foregoing paragraphs as if fully set forth herein.

59. Plaintiff and Defendants entered a Contract for the purchase of real estate.

Exhibit D.

60. Pursuant to the Contract, Defendants would pay consideration in the amount of \$375,000.00 in exchange for 75% ownership in the subject Properties owned by Property Factor.

61. The Contract also included the agreement that in exchange for 75% ownership in the Properties, Defendants would provide services listed herein in paragraphs 22(a)-(i).

62. Defendants willfully and/or negligently breached the contract by failing to pay the agreed upon consideration in the amount of \$375,000.00.

63. Defendants breached the contract by encumbering the property with loans in the amount of \$350,000 in violation of the Contract. **Exhibit D. ¶ 4.**

64. Defendants breached the Contract by failing to manage the Properties.

65. Defendants breached the Contract by failing to arrange for advertising and marketing of the Properties for sale or rental as agreed in the Contract.

66. Defendants breached the Contract by failing to arrange for services to be performed in connection with managing the properties such as repair, maintenance and sales of the Properties in part or in whole, in a prompt and reasonable manner.

67. Defendants breached the Contract by failing to collect the income and disburse the same for the payment of necessary repairs, maintenance or other expenses.

68. Defendants breached the Contract by failing to provide a monthly summary to Co-Investor with respect to the income and expenses of the Properties.

69. Defendants breached the Contract by failing to arrange for preparation and service of any notice of default of any agreements for purchase or for lease.

70. Defendants breached the Contract by failing to periodically inspect and report on the condition of the properties.

71. Defendants' breach caused Plaintiff damages including but not limited to, monetary damages, i.e., consideration in the amount of \$375,000.00 and \$350,000.00 in loans on the subject Properties.

72. Defendants' breach by failing to manage the Properties caused Plaintiff damages in the form of foreclosures on the Properties, lack of expectation of profits, and loss of value in the Properties due to waste of time.

CAUSE OF ACTION III
Intentional or Fraudulent Misrepresentation

73. Plaintiff re-alleges all of the foregoing paragraphs as if fully set forth herein.

74. Defendants made a representation regarding a present or past fact: that Defendants would pay consideration in the amount of \$375,000.00 pursuant to the Contract **Exhibit D.**

75. In order to induce Plaintiff, Defendants made a representation that it owned commercial property worth \$6 million dollars.

76. Defendants made a representation regarding a present or past fact: that Defendants would manage the properties and perform all of the acts specified herein in furtherance of managing the Properties.

77. Defendants' representations to Plaintiff were false.

78. The representations were in regard to a material fact.

79. The false representations were made either knowingly or recklessly.

80. Plaintiff actually relied on the misrepresentations of these material facts.

81. Such reliance was reasonable under the circumstances.

82. Plaintiff suffered damages as a result of such reliance as outlined above in other counts as well as other damages to be proven at trial.

CAUSE OF ACTION IV
Piercing the Corporate Veil

83. Plaintiff re-alleges all of the foregoing paragraphs as if fully set forth herein.

84. Plaintiff avers that Defendant, Sorroeix, Inc., was grossly undercapitalized as evidenced by the failure to pay under the Notes 1 through 3 and failure to pay the agreed upon amount under the Contract.

85. Upon information and belief, Jones is the sole owner of stock in Sorroeix, Inc.
86. Jones used Sorroeix, Inc., as an instrumentality or business conduit for Jones.
87. Jones failed to maintain arms-length relationships among related entities.
88. Jones used Sorroeix, Inc., in order to perpetrate a fraud upon Plaintiff by fraudulently inducing Plaintiff to transfer 75% interest in the Properties in return for \$375,000.00, which was never paid by Defendants.
89. As such, Jones and Sorroeix should be jointly and severally liable for all damages sought herein.

CAUSE OF ACTION V
Fraudulent Inducement to Contract

90. Plaintiff re-alleges all of the foregoing paragraphs as if fully set forth herein.
91. Plaintiff engaged in a real estate transaction with Defendants in which Plaintiff had a pecuniary interest.
92. Defendants supplied false information to Plaintiff, as set forth above, to fraudulently induce Plaintiff to grant ownership interest in the Properties.
93. Plaintiff justifiably relied on such information from Defendants which caused Plaintiff to suffer pecuniary loss.

CAUSE OF ACTION VI
Breach of the Implied Covenant of Good Faith and Fair Dealing

94. Plaintiff re-alleges all of the foregoing paragraphs as if fully set forth herein.
95. Plaintiff and Defendants entered into the Contract to provide for the acquisition, financing, management, and sale of the Properties for a profit.
96. Every contract entered into in the State of Tennessee imposes an obligation of good faith in its performance or enforcement.

97. Defendants breached the covenant of good faith and fair dealing by failing and refusing to honor the terms of the Contract and Note as well as fraudulently representing that Defendants owned commercial properties worth \$6 million dollars, that Defendants would pay the agreed upon cash consideration, and that Defendants would manage the Properties as described in the Contract.

98. These breaches caused Plaintiff monetary damages.

CAUSE OF ACTION VII
Negligence

99. Plaintiff re-alleges all of the foregoing paragraphs as if fully set forth herein.

100. Defendants had a duty to perform the management services agreed to in the Contract. **Exhibit D.**

101. Defendants breached their duty by failing to perform the management services as promised in the Contract.

102. Defendants' breach caused Plaintiff damages in the form of lost rents and the Properties being foreclosed upon.

CAUSE OF ACTION VII
Equitable Lien and Issuance of Lien Lis Pendens

103. Plaintiff re-alleges all of the foregoing paragraphs as if fully set forth herein.

104. Defendants fraudulently represented to Plaintiff that they owned commercial property worth \$ 6 million dollars, inducing Plaintiff to transfer 75% ownership in the Property (referred to in **Exhibit D**).

105. Defendants fraudulently induced Plaintiff to enter into the Contract based on Defendants' promise to pay \$375,000.00 and their misrepresentation that Defendants would competently manage the Properties. **Exhibit D.**

106. Sorroeix Inc., is an alter ego of Jones.

107. But for Defendants' fraudulent misrepresentations and breach of contract, Plaintiff would have 100% interest in the Property (as described in **Exhibit D**).

108. Valuable consideration passed between the Parties.

109. Instead of the promised consideration in the amount of \$375,000.00, Defendants paid a nominal amount and paid the fees for the deeds to be recorded.

110. As described herein, there are equitable reasons for imposing the lien. Plaintiff is therefore entitled to a lien.

111. A true and correct copy of the Abstract of Lien Lis Pendens regarding the Property is attached hereto and incorporated herein as **Exhibit E**.

112. Plaintiff requests issuance of the lien, that the Clerk of the Court certify the lien, and that the lien remain of record with the Shelby County Register's Office until this matter is favorably resolved.

CAUSE OF ACTION IX
Injunctive Relief

113. Plaintiff re-alleges all of the foregoing paragraphs as if fully set forth herein.

114. Plaintiff will suffer irreparable harm if Defendants are permitted to transfer or sell its interest in the subject Properties.

115. The threat of injury to Plaintiff, in the absence of a temporary restraining order, substantially outweighs the threat of harm to Defendants or any other third party should the restraining order be issued.

116. If the injunction is issued, Defendants will suffer no irreparable harm as Defendants are not permitted to transfer the entire property outright because Defendants only own 75% of each Property.

117. The threat of injury to Plaintiff, in the absence of a temporary restraining order, substantially outweighs the threat of harm to Defendants should the restraining order be issued.

118. Based upon the applicable law as set forth above, Plaintiff is likely to prevail on the merits of this case at a final hearing.

119. As a result, Plaintiff is entitled to injunctive relief in the form of a temporary restraining order, and a preliminary and permanent injunction, enjoining Defendants from transferring or selling their interest in the subject Properties.

WHEREFORE PREMISES CONSIDERED: Plaintiff prays that the Court:

1. Issue proper process requiring Defendants to respond to the Complaint within the time allowed by law;

2. That this Honorable Court issue an Order ordering an accounting of all of the Properties and depending upon review of that accounting Plaintiff reserve the right to expand its claim for damages;

3. That this Honorable Court issue a Temporary Injunction, Preliminary Injunction, and Permanent injunction, ordering that Defendants be immediately enjoined from transferring or selling any interests Defendants have in the Properties;

4. That judgment be entered jointly and severally against Defendants for compensatory damages in the amount of \$10,497,811.97, plus interest, if any;

5. That judgment be entered jointly and severally against Defendants for punitive damages relating to fraud;

6. That this Honorable Court order that the corporate veil be pierced and hold the individual Defendants (Jones) personally liable for all damages herein;

7. That the Lien Lis pendens issue, be certified by the Court Clerk, and remain on file with the Shelby County Register's Office until this matter is favorably resolved;

8. That Plaintiff be awarded their attorney's fees, expert witness fees, process server fees, court reporter fees, and court costs; and

9. Plaintiff further prays for such other relief, both general and specific, to which they may be entitled.

THIS IS THE FIRST APPLICATION FOR EXTRAORDINARY RELIEF.

Respectfully submitted,


EDWARD M. BEARMAN (BPR# 14242) *With Permission GSL.*

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Attorney for Plaintiff

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Phone: 901.682.3450

Fax: 901.682.3590

genny@jefflandlaw.com

CERTIFICATE PURSUANT TO T.R.C.P. 65.03(1)(B)

I certify that I have given notice of the time, place and setting to opposing counsel and/or Defendants, wherein I will approach the Court to seek the issuance of the Temporary Restraining Order requested herein.


GENEVIEVE S. LAND

VERIFICATION

I, Michael Curtin, managing Member of Property Factors AUS, LLC, attest that the facts contained in this petition are true to the best of my information, knowledge and belief.



Michael Curtin

STATE OF Tennessee
COUNTY OF Shelby

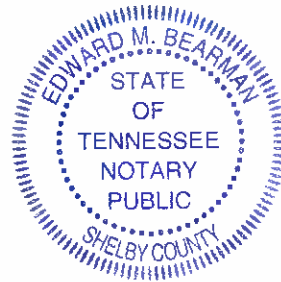
SWORN TO AND SUBSCRIBED before me this 15 day of Sept, 2020.



Notary Public

My Commission Expires:

3/8/23





Property Factor <info@propertyfactor.com.au>

to Belle Singh, Mike Curtin

You are viewing an attached message. SMSF Australia Mail can't verify the authenticity of attached messages.

Hi Belle

More than likely it's a scam or someone phishing and wanting to buy your house for pennies. We looked into the URL they are emailing from and the website has no registration details, nor is it an active site.

Kind Regards,



Josh Morgan

Director, US Operations

- Email: info@propertyfactor.com.au
- Website: www.propertyfactor.com.au

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company. Finally, the recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

From: Belle Singh <belle@responseaust.com.au>

Sent: Thursday, September 3, 2020 3:03 AM

To: Mike Curtin <mike@propertyfactor.com.au>; Property Factor <info@propertyfactor.com.au>

Subject: Fwd: Please Read!

Hi Mike - we received this?

Get [Outlook for iOS](#)

From: Belle Byrne <tinkerbelle1980@gmail.com>

Sent: Thursday, September 3, 2020 5:27:35 PM

To: Belle Singh <belle@responseaust.com.au>

Subject: Fwd: Please Read!

----- Forwarded message -----

From: **Properties Properties** <Properties@simplycloses.com>

Date: Thu, 3 Sep 2020 at 6:17 am

Subject: Please Read!

To: tinkerbelle1980@gmail.com <tinkerbelle1980@gmail.com>

It has recently come to our attention that several Superannuation fund loans with Future Plan clients were scheduled to be foreclosed on August 21, 2020 or have been sold recently. Our research indicates

that some of the properties were Quit Claim Deed from the original owner to one or multiple entities (i.e., Future Plans, Property Factor Aus LLC, Sorroeix Inc).

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Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

- ! We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit ato.gov.au/smsf and search 'approved education courses'.



Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

To subscribe to our news and alerts service visit ato.gov.au/smsf and search 'news and alerts'.

For more information on free approved trustee education courses visit ato.gov.au/smsf and search 'approved education courses'.

Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

➤ If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- speak to a professional adviser
- visit ato.gov.au/smsf
- phone us on **13 10 20**.

When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

⚠ Do not send your completed declaration to us unless we request this from you.

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You are free to copy, adapt, modify, transmit and distribute this material as you wish (but not in any way that suggests the ATO or the Commonwealth endorses you or any of your services or products).

Published by

Australian Taxation Office
Canberra
June 2021

DE-35147



Self-managed super fund trustee declaration

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

Fund name

Byrne & Singh Superannuation Fund

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

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

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

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

Sole purpose

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

Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best financial interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund
 - the members' benefit entitlements.

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

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

Accepting contributions and paying benefits

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

Investment restrictions

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

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

- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
 - all trustee declarations
 - copies of all reports given to members
 - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
 - copies of Transfer balance account reports lodged
 - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

DECLARATION

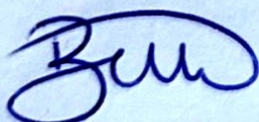
By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the fund's name changes, that name). I understand that:

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.
- I declare that the information provided in the form is true and correct.

Trustee's or director's name

Belinda Anne Singh

Trustee's or director's signature



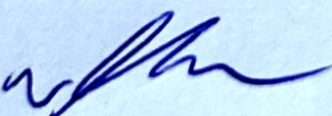
Date

Day: 03 / Month: 10 / Year: 2023

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

WAYNE SINGH

Witness' signature



Date

Day: 03 / Month: 10 / Year: 2023

Trustee declaration

To be completed by new trustees and directors of corporate trustees of self-managed super funds.

- 1 We strongly recommend you undertake a free trustee education course before reading and signing this declaration. For more information visit ato.gov.au/smsf and search 'approved education courses'.



Who should complete this declaration?

You must complete this declaration if you become a trustee or director of a corporate trustee (trustee) of:

- a new self-managed super fund (SMSF)
- an existing SMSF.

You must sign this declaration within 21 days of becoming a trustee or director of a corporate trustee of an SMSF.

A separate declaration is required to be completed and signed by each and every new trustee.

You must also complete the declaration if you:

- have undertaken a course of education in compliance with an education direction
- are a legal personal representative who has been appointed as trustee on behalf of a:
 - member who is under a legal disability (usually a member under 18 years old)
 - member for whom you hold an enduring power of attorney
 - deceased member.

Understanding your obligations

We have a range of services available to help you understand your obligations and keep up to date with the latest news for SMSF trustees.

To subscribe to our news and alerts service visit ato.gov.au/smsf and search 'news and alerts'.

For more information on free approved trustee education courses visit ato.gov.au/smsf and search 'approved education courses'.

Before completing this declaration

Before you complete and sign this declaration, make sure you:

- read each section
- understand all the information it contains.

➤ If you have any difficulties completing this declaration or you do not fully understand the information it contains:

- speak to a professional adviser
- visit ato.gov.au/smsf
- phone us on 13 10 20.

When completing this declaration

When you complete this declaration, remember to:

- insert the full name of the fund at the beginning
- sign and date it
- ensure it is signed and dated by a witness (anyone 18 years old or over).

What should you do with the declaration?

You must keep your completed declaration for at least 10 years and make it available to us if we request it.

ⓘ Do not send your completed declaration to us unless we request this from you.

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Published by

Australian Taxation Office
Canberra
June 2021

DE-35147



Self-managed super fund trustee declaration

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

Fund name

Byrne & Singh Superannuation Fund

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

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

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

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

Sole purpose

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

Trustee duties

I understand that by law I must at all times:

- act honestly in all matters concerning the fund
- exercise skill, care and diligence in managing the fund
- act in the best financial interests of all the members of the fund
- keep records of decisions made about the running of the fund, including the appointment of professional advisers and the retirement of members and payment of benefits
- ensure that my money and other assets are kept separate from the money and other assets of the fund
- take appropriate action to protect the fund's assets (for example, have sufficient evidence of the ownership of fund assets)
- refrain from entering into any contract or do anything that would prevent me from, or hinder me in, properly performing or exercising my functions or powers as a trustee or director of the corporate trustee of the fund
- allow all members of the fund to have access to information and documents as required, including details about
 - the financial situation of the fund
 - the investments of the fund
 - the members' benefit entitlements.

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

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

Accepting contributions and paying benefits

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

Investment restrictions

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

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

- acquiring an in-house asset if the fund's in-house assets exceed 5% of the market value of the fund's total assets, or the in-house assets will exceed 5% of the market value of the fund's total assets by acquiring the asset (in-house assets are loans to, or investments in, related parties of the fund – including trusts – or assets subject to a lease or lease arrangement between the trustee and a member, relative or other related party)
- entering into investments that are not made or maintained on an arm's length (commercial) basis (this ensures the purchase or sale price of the fund's assets and any earnings from those assets reflects their market value).

Administration

I understand that the trustees of the fund must:

- keep and retain for at least 10 years
 - minutes of all trustee meetings at which matters affecting the fund were considered (this includes investment decisions and decisions to appoint members and trustees, the retirement of members and payment of benefits)
 - records of all changes of trustees, including directors of the corporate trustee
 - each trustee's consent to be appointed as a trustee of the fund or a director of the corporate trustee
 - all trustee declarations
 - copies of all reports given to members
 - documented decisions about storage of collectables and personal use assets
- ensure that the following are prepared and retained for at least five years
 - an annual statement of the financial position of the fund
 - an annual operating statement
 - copies of all annual returns lodged
 - accounts and statements that accurately record and explain the transactions and financial position of the fund including asset market valuation
 - copies of Transfer balance account reports lodged
 - copies of any other statements you are required to lodge with us or provide to other super funds
- appoint an approved SMSF auditor each year, no later than 45 days before the due date for lodgment of the fund's annual return and provide documents to the auditor as requested
- lodge the fund's annual return, completed in its entirety, by the due date
- review the independent audit report received from the approved SMSF auditor and take action as required
- notify the ATO within 28 days of any changes to the
 - membership of the fund, or trustees or directors of the corporate trustee
 - name of the fund
 - contact person and their contact details
 - postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 21 days if the fund becomes an Australian Prudential Regulation Authority (APRA) regulated fund.

DECLARATION

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

- I must ensure this document is retained for at least 10 years or while I remain a trustee or director of the corporate trustee (whichever is longer) and, if I fail to do this, penalties may apply.
- Administrative penalties can be imposed on me for not complying with the legislation
- I may have to make this document available for inspection by a member of staff of the ATO and, if I fail to do this, penalties may apply.
- I do not have access to the government's financial assistance program that is available to trustees of APRA regulated funds in the case of financial loss due to fraudulent conduct or theft.
- I declare that the information provided in the form is true and correct.

Trustee's or director's name

Wayne Bradley Singh

Trustee's or director's signature




Date

Day: 03 / Month: 10 / Year: 2023

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

BEUNDA SINGH

Witness' signature



Date

Day: 03 / Month: 10 / Year: 2023

DECLARATION BY DIRECTOR OF TRUSTEE COMPANY

UNDER SECTION 118 OF THE
SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993

I, **Belinda Anne Singh**

of **530 Brisbane Valley Highway, Wanora QLD 4306**

HEREBY DECLARE that I am not a disqualified person as defined by SIS and am therefore not disqualified from acting as a director of a trustee company of a superannuation fund under SIS

HEREBY DECLARE that I am aware of my responsibilities under the trust deed having read and fully understood it's contents, and also my responsibilities under SIS.


AND HEREBY CONSENT to act as a Trustee of the **Byrne & Singh Superannuation Fund** (in my capacity as a director of **Byrne & Singh Super Pty Ltd**)

constituted on **18th January 2013**

AND I AGREE to execute the Trust Deed and to administer the Fund in accordance with the terms and conditions set out in the Trust Deed and other legislative requirements.

I UNDERTAKE to notify any other directors of the trustee of the Fund in writing if I am for any reason disqualified from continuing to act as a trustee.

Dated:

Signed: 

* Note re Disqualified Person (SIS Section 120):

The following are defined by SIS as being disqualified persons:

1. persons who have at any time been convicted of an offence in respect of dishonest conduct;
2. a civil penalty order was made against the person; or
3. a person is an insolvent under administration.

A body corporate trustee is a disqualified person where:

1. a receiver and manager has been appointed in respect of property beneficially owned by the body;
2. an official manager or deputy official manager has been appointed in respect of the body;
3. a provisional liquidator has been appointed in respect of the body; or
4. the body has begun to be wound up.

N.B. A director of a Corporate trustee must not be a disqualified person as described above.

DECLARATION BY DIRECTOR OF TRUSTEE COMPANY
UNDER SECTION 118 OF THE
SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993

I, **Wayne Bradley Singh**
of **530 Brisbane Valley Highway, Wanora QLD 4306**

HEREBY DECLARE that I am not a disqualified person as defined by SIS and am therefore not disqualified from acting as a director of a trustee company of a superannuation fund under SIS

HEREBY DECLARE that I am aware of my responsibilities under the trust deed having read and fully understood it's contents, and also my responsibilities under SIS.

AND HEREBY CONSENT to act as a Trustee of the **Byrne & Singh Superannuation Fund** (in my capacity as a director of **Byrne & Singh Super Pty Ltd**)

constituted on **18th January 2013**

AND I AGREE to execute the Trust Deed and to administer the Fund in accordance with the terms and conditions set out in the Trust Deed and other legislative requirements.

I UNDERTAKE to notify any other directors of the trustee of the Fund in writing if I am for any reason disqualified from continuing to act as a trustee.

Dated:

Signed: 

* Note re Disqualified Person (SIS Section 120):

The following are defined by SIS as being disqualified persons:

1. persons who have at any time been convicted of an offence in respect of dishonest conduct;
2. a civil penalty order was made against the person; or
3. a person is an insolvent under administration.

A body corporate trustee is a disqualified person where:

1. a receiver and manager has been appointed in respect of property beneficially owned by the body;
2. an official manager or deputy official manager has been appointed in respect of the body;
3. a provisional liquidator has been appointed in respect of the body; or
4. the body has begun to be wound up.

N.B. A director of a Corporate trustee must not be a disqualified person as described above.

Byrne & Singh Superannuation Fund
Application for Membership (Replacement)

To the Trustee of the Fund.

FULL NAME	Wayne Bradley Singh	TAX FILE No.	212111968
ADDRESS	530 Brisbane Valley Highway, Wanora QLD 4306		
OCCUPATION	IT Manager	DATE OF BIRTH	21/03/1974

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

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

NAME	RELATIONSHIP	% OF BENEFIT
Belinda Singh	spouse	100

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

SIGNATURE: Wayne Bradley Singh

DATE: 05/10/2023

MINUTES

RESOLUTION OF BYRNE & SINGH PTY LTD ACN: 161 998 027 AS THE TRUSTEES OF THE BYRNE & SINGH SUPERANNUATION FUND

The Chairman tabled the Trust Deed and Rules of an indefinitely continuing superannuation plan and proposed that the Trustees establish the BYRNE & SINGH SUPERANNUATION FUND (the "Fund") and BYRNE & SINGH PTY LTD ACN: 161 998 027 become the Trustee of the Fund.

RESOLVED that the Trustees establish an indefinitely continuing superannuation plan to be known as the THE BYRNE & SINGH SUPERANNUATION FUND and that the Trustees act as the first Trustees of the Fund.

IT WAS DULY NOTED that each signatory to these resolutions declares they:

ESTABLISHMENT OF FUND

1. have no prior convictions for offences against or arising out of a law of the Commonwealth, a State, a Territory or a foreign country, being an offence in respect of dishonest conduct;
2. are not an insolvent under administration as defined in the Superannuation Industry (Supervision) Act 1993 (Cth) (SISA);
3. are not the subject of a civil penalty order that has been made under the SISA; and
4. are eligible to be a member of the Fund under the SISA.

NOTED that each signatory to these resolutions undertakes that should their said qualifications lapse, they will take appropriate action to comply with the SISA.

IT WAS FURTHER RESOLVED that the ATO Trustee Declaration be completed by each signatory to these resolutions within 21 days of executing the deed establishing the Fund.

FURTHER RESOLVED that the Trustees execute the Deed Poll in accordance with its Constitution

ELECTION TO BECOME A REGULATED SUPERANNUATION FUND:

IT WAS RESOLVED that the Trustees elect that the Superannuation Industry (Supervision) Act 1993 is to apply in relation to the fund and that the fund become a regulated superannuation fund. And That the notice of the election is to be lodged with the Australian Taxation Office.

APPLICATIONS FOR MEMBERSHIP:

RESOLVED that the following applications for membership be accepted, each of the members have consented to be Trustees of the fund and are not disqualified persons:

BELINDA ANNE BYRNE
WAYNE BRADLEY SINGH

IT WAS RESOLVED that a Product Disclosure Statement (PDS) is provided to the members by the trustee of the fund in compliance with the provisions of Part 7.9 of the Corporations Act (as amended).

IT WAS FURTHER RESOLVED that The Trustee acknowledges that it is in the best interest of the Members to adopt the Risk Management Statement (RMS).

PRODUCT DISCLOSURE

IT WAS FURTHER RESOLVED that The Trustee and Members agree to be bound by the provisions of the Risk Management Statement.

IT WAS FURTHER RESOLVED that The Risk Management Statement tabled at this meeting is adopted to govern the use Derivatives as directed by the Trustee and should be read in conjunction with Part B of the RMS.

CLOSURE:

IT WAS FURTHER RESOLVED that The Trustee acknowledges that the use of Derivatives must always be consistent with the Funds Investment Strategy. Derivatives should not be considered in isolation but as part of the Investment Strategy of the fund as a whole, having regard to the risk/return characteristics of all assets in the investment portfolio.
There being no further business the meeting was declared closed.

Signed as a true and correct record of the proceedings of the meeting

Executed by BYRNE & SINGH PTY LTD

ACN: 161 998 027

on 18 January, 2013

by being signed by the persons authorized
to sign for the company.


.....
BELINDA ANNE BYRNE


.....
WAYNE BRADLEY SINGH

CONSENT TO ACT AS TRUSTEE

FOR THE BYRNE & SINGH SUPERANNUATION FUND


Full Name: BELINDA ANNE BYRNE

Address: 1142 RIPLEY RD SOUTH RIPLEY QLD 4306 Australia

I hereby acknowledge that I have been nominated to act as a trustee/director of THE BYRNE & SINGH SUPERANNUATION FUND and confirm as follows:

- I hereby accept the nomination.
- I have not been convicted of an offence in respect of dishonest conduct in Australia or overseas at any time during my life.
- I have not been the subject of any civil penalty order under the Superannuation Industry (Supervision) Act 1993.
- I have never been prohibited from managing a corporation by an order of the Federal Court, a Supreme Court of any State Territory or the Australian Securities Commission.
- I have never been convicted of an offence relating to the management of a corporation under Corporation Law or an offence involving serious fraud.
- I am not currently, and do not have the status either currently or at any time in the last 28 days, of an undischarged bankrupt under the Bankruptcy Act 1966, or the law of an external territory or foreign country. I further acknowledge that:
- I must not act as trustee/director of the superannuation fund named above if I am unable to declare all of the above statements.
- I must immediately notify the regulating body if at any time any of the above statements cease to apply to me.

18 January, 2013


.....

Signature of Applicant

CONSENT TO ACT AS TRUSTEE

FOR THE BYRNE & SINGH SUPERANNUATION FUND


Full Name: WAYNE BRADLEY SINGH

Address: 1142 RIPLEY RD SOUTH RIPLEY QLD 4306 Australia

I hereby acknowledge that I have been nominated to act as a trustee/director of THE BYRNE & SINGH SUPERANNUATION FUND and confirm as follows:

- I hereby accept the nomination.
- I have not been convicted of an offence in respect of dishonest conduct in Australia or overseas at any time during my life.
- I have not been the subject of any civil penalty order under the Superannuation Industry (Supervision) Act 1993.
- I have never been prohibited from managing a corporation by an order of the Federal Court, a Supreme Court of any State Territory or the Australian Securities Commission.
- I have never been convicted of an offence relating to the management of a corporation under Corporation Law or an offence involving serious fraud.
- I am not currently, and do not have the status either currently or at any time in the last 28 days, of an undischarged bankrupt under the Bankruptcy Act 1966, or the law of an external territory or foreign country. I further acknowledge that:
- I must not act as trustee/director of the superannuation fund named above if I am unable to declare all of the above statements.
- I must immediately notify the regulating body if at any time any of the above statements cease to apply to me.

18 January, 2013


.....
Signature of Applicant

APPLICATION FOR MEMBERSHIP

Full Name: BELINDA ANNE BYRNE

Address : 1142 RIPLEY RD SOUTH RIPLEY QLD 4306 Australia

Date of Birth:

I make application to become a member of THE BYRNE & SINGH SUPERANNUATION FUND

I hereby authorise my current Employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my employer as contributions to be made by me to the abovementioned Fund.

The Applicant hereby applies to make contributions to the Fund and agrees to be bound by the Deed and Rules governing the Fund.

Where applicable the Applicant confirms his employment income is less than 10% of this assessable income and that if this position changes the Applicant will immediately inform the Trustee.

Pursuant to the authorisations for the collection of Tax File Numbers (TFN) contained in the taxation laws, the *Superannuation Industry (Supervision) Act 1993* and the *Privacy Act 1988*, I hereby agree to provide my TFN as follows:

My Tax File Number is: 430 592 132 and I hereby authorise the trustees to use this tax file number.

NOMINATION OF BENEFICIARIES (Non Binding)

Whilst I acknowledge the discretion the Trustees have to determine who the benefit is paid to, I hereby nominate the following persons to receive the benefit payable by the Trustees of the fund in the event of my death:

Name and Address	Relationship to member	Proportion of benefit
WAYNE SINGH	HUSBAND	% 100
		%
		%
		%

18 January, 2013

Signature of Applicant:

Witness:

APPLICATION FOR MEMBERSHIP

Full Name: WAYNE BRADLEY SINGH

Address : 1142 RIPLEY RD SOUTH RIPLEY QLD 4306 Australia

Date of Birth:

I make application to become a member of THE BYRNE & SINGH SUPERANNUATION FUND

I hereby authorise my current Employer to deduct from my salary such amounts (if any) as are from time to time agreed upon by myself and my employer as contributions to be made by me to the abovementioned Fund.

The Applicant hereby applies to make contributions to the Fund and agrees to be bound by the Deed and Rules governing the Fund.

Where applicable the Applicant confirms his employment income is less than 10% of this assessable income and that if this position changes the Applicant will immediately inform the Trustee.

Pursuant to the authorisations for the collection of Tax File Numbers (TFN) contained in the taxation laws, the *Superannuation Industry (Supervision) Act 1993* and the *Privacy Act 1988*, I hereby agree to provide my TFN as follows:

My Tax File Number is: 212 111 968 and I hereby authorise the trustees to use this tax file number.

NOMINATION OF BENEFICIARIES (Non Binding)

Whilst I acknowledge the discretion the Trustees have to determine who the benefit is paid to, I hereby nominate the following persons to receive the benefit payable by the Trustees of the fund in the event of my death:

Name and Address	Relationship to member	Proportion of benefit
BEUNDA BYRNE	WIFE	% 100
		%
		%
		%

18 January, 2013

Signature of Applicant:

Witness:

PRODUCT DISCLOSURE STATEMENT

Name of Superannuation Fund:	THE BYRNE & SINGH SUPERANNUATION FUND
Date of Notice:	18 January, 2013
Name of Member:	BELINDA ANNE BYRNE
Address of Member:	1142 RIPLEY RD SOUTH RIPLEY QLD 4306 Australia

This Product Disclosure Statement (PDS) is provided to the member by the trustee of the fund in compliance with the provisions of Part 7.9 of the Corporations Act (as amended).

Provision of this PDS is not an admission by the trustee of any requirement to do so. This PDS is provided to all members of the fund.

This PDS is provided to you as a member, and not in your capacity as trustee, joint trustee or director of a corporate trustee of the fund. If you are a trustee (or a director of the corporate trustee) of the fund, you ought to seek independent advice as to your rights, responsibilities and obligations in this capacity.

CONTACT DETAILS

The contact details of the fund are determined by the trustee/s of the fund from time to time. The fund may be contacted at the address listed above.

BENEFITS

The benefits available to a member are set out in detail in the trust deed. With the agreement of the trustee/s, you may be able to access the various pensions and retirement benefits set forth in the deed, upon retirement. These include, lifetime pensions, allocated pensions, life expectancy pensions and market linked pensions.

For further information on the limitations and benefits available to self managed superannuation funds

(SMSF s) please consult your accountant or financial advisor.

You may also be able to invest in and consequently access disability pensions and life insurance.

You should consult with your fund manager, accountant or financial advisor prior to investing in the fund and prior to making an election as to your benefit or pension, to ensure that the fund remains compliant. There are also taxation and liability implications that must be considered.

You may elect to nominate beneficiaries to take your benefits upon your death. This may be done by:

- 1. Electing in your application for membership** – This election will not be binding upon the trustee, but is certainly persuasive;

2. Executing a Binding Nomination – This election is, as it suggests, binding upon the fund. To be binding, the nomination must take a certain form and be executed in compliance with regulations. If you are unsure whether a binding nomination is appropriate, please consult your fund manager, accountant or financial advisor. It is important to note that this type of nomination remain valid for a period of only 3 years and therefore a new Binding Nomination must be provided to the trustee every 3 years.

RISK

SMSF s are accumulation funds. The trustees of the fund may invest al or any of the contributions to the fund. You should be aware, however, that there are limitations on the types of investments that may be made by the trustees of the funds, particularly where investments are made with or to parties related to either the trustees or the members of the fund. If you are unsure whether the trustees investments are compliant, you should seek independent advice.

As a natural consequence of allowing the trustees independence to invest the contributions to the fund, there is an inherent risk that the fund will accumulate losses from time to time. If you wish to take some responsibility for the control of the investments of the trust, it will be necessary for you to become a trustee. In most cases, if you are over the age of 18 years of age it is a requirement of the SIS Act that you, in case where the sole and primary purpose of the fund is the provision of old-age pensions, are a trustee of the fund or in the case where the trustee of the fund must be a constitutional corporation that you are a director of the corporate trustee.

To control the risk associated with independent investments, you should seek professional advice and assistance.

COST OF ACQUISITION AND ADMINISTRATION

The trustees will govern the costs associated with the fund, including the price for membership and administration and the proportion to each member. These costs are variable. The trustees will keep the members informed of these costs as necessary.

COMMISSIONS & PAYMENTS

There are no commissions or other benefits or payments payable to the trustees of the fund by reason of the issue of your membership.

Commissions or other payments may be payable to advisors to the fund as disclosed to and approved by the trustees of the fund.

DISPUTE RESOLUTION

It is not envisaged that dispute resolution will be required by a SMSF and accordingly, no provision has been made for this process.

SIGNIFICANT TAXATION ISSUES

The trustees are required to make an election/determination each financial year as to how any taxation liability is to be allocated to each member. This determination must be reasonable having regard to the rights of all members.

Currently, SMSF s are liable to pay 15% tax on net taxable income whilst they remain in accumulation. Net taxable capital gains of a SMSF are taxed at 10%.

Depending on each member's individual circumstances, contributions made and personal taxable income for any given financial year, superannuation contribution surcharge tax may be levied upon a member. Liability for a surcharge will be payable by the member charged and may be deducted from their allocation account.

Income and capital gains from the fund will be exempt from tax, to the extent that the assets of the fund are considered to be supporting pensions. Tax will still be payable for continuing accumulations and reserves. The trustees will determine the amount of tax to be deducted from the balance of your member's accumulation account, taking into account what is reasonable having regard to these factors.

It is not intended to provide members with any advice with respect to personal taxation or taxation of SMSFs generally. This is a most complex area of taxation and all members and trustees are recommended to seek professional advice from their advisors and how to maximise their benefits and arrange their affairs to comply with taxation requirements.

COOLING-OFF PERIOD

There is a fourteen (14) day cooling-off period from the date you are issued with membership of the fund, during which time you may cancel your membership of the fund.

INSURANCE

The trustees are not obliged to arrange for life insurance or other insurances on your behalf. The trustees may invest in life insurance and other insurances on your behalf. You should note, however, that there is no requirement for the trustees to do so. You should ensure that your requirements in this regard are attended to by the trustees.

ALTERNATIVES

There are various alternative superannuation funds, pensions and investments that you may wish to consider, prior to committing to membership of the fund. Some of these include the following

1. *Public Offer Entity*— A public offer superannuation is basically a superannuation fund, which conducts at least some of its business by issuing interests to the public or which elects to be treated as a public offer fund. The trustee of a public offer fund must satisfy certain capital adequacy requirements and must be an approved trustee.
2. *Small APRA Fund*— Small APRA funds are similar in nature to SMSFs, in that they may be utilised where membership is to be less than 5. The difference being that small APRA funds are managed by an independent trustee, who must meet certain criteria. These funds provide for similar flexibility to SMSFs and may be utilised where members are unable to be trustees for themselves.
3. *Public Sector Fund*— There are 3 main types of public sector funds, being:
"Employer sponsored funds, established for the benefit of employees of the sponsoring employer;
"Productivity (or industry) funds, established for the purposes of an industrial agreement or award;" Personal Superannuation funds.

OTHER DOCUMENTS

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

The fund's investment strategy; and

The last financial statements prepared in respect of the fund.

I have read and understood this Product Disclosure Statement, prior to signing my

Application for Membership:


.....
BELINDA ANNE BYRNE

18 January, 2013

PRODUCT DISCLOSURE STATEMENT

Name of Superannuation Fund:	THE BYRNE & SINGH SUPERANNUATION FUND
Date of Notice:	18 January, 2013
Name of Member:	WAYNE BRADLEY SINGH
Address of Member:	1142 RIPLEY RD SOUTH RIPLEY QLD 4306 Australia

This Product Disclosure Statement (PDS) is provided to the member by the trustee of the fund in compliance with the provisions of Part 7.9 of the Corporations Act (as amended).

Provision of this PDS is not an admission by the trustee of any requirement to do so. This PDS is provided to all members of the fund.

This PDS is provided to you as a member, and not in your capacity as trustee, joint trustee or director of a corporate trustee of the fund. If you are a trustee (or a director of the corporate trustee) of the fund, you ought to seek independent advice as to your rights, responsibilities and obligations in this capacity.

CONTACT DETAILS

The contact details of the fund are determined by the trustee/s of the fund from time to time. The fund may be contacted at the address listed above.

BENEFITS

The benefits available to a member are set out in detail in the trust deed. With the agreement of the trustee/s, you may be able to access the various pensions and retirement benefits set forth in the deed, upon retirement. These include, lifetime pensions, allocated pensions, life expectancy pensions and market linked pensions.

For further information on the limitations and benefits available to self managed superannuation funds (SMSF s) please consult your accountant or financial advisor.

You may also be able to invest in and consequently access disability pensions and life insurance.

You should consult with your fund manager, accountant or financial advisor prior to investing in the fund and prior to making an election as to your benefit or pension, to ensure that the fund remains compliant. There are also taxation and liability implications that must be considered.

You may elect to nominate beneficiaries to take your benefits upon your death. This may be done by:

2. *Electing in your application for membership* – This election will not be binding upon the trustee, but is certainly persuasive;

2. Executing a Binding Nomination – This election is, as it suggests, binding upon the fund. To be binding, the nomination must take a certain form and be executed in compliance with regulations. If you are unsure whether a binding nomination is appropriate, please consult your fund manager, accountant or financial advisor. It is important to note that this type of nomination remain valid for a period of only 3 years and therefore a new Binding Nomination must be provided to the trustee every 3 years.

RISK

SMSF s are accumulation funds. The trustees of the fund may invest al or any of the contributions to the fund. You should be aware, however, that there are limitations on the types of investments that may be made by the trustees of the funds, particularly where investments are made with or to parties related to either the trustees or the members of the fund. If you are unsure whether the trustees investments are compliant, you should seek independent advice.

As a natural consequence of allowing the trustees independence to invest the contributions to the fund, there is an inherent risk that the fund will accumulate losses from time to time. If you wish to take some responsibility for the control of the investments of the trust, it will be necessary for you to become a trustee. In most cases, if you are over the age of 18 years of age it is a requirement of the SIS Act that you, in case where the sole and primary purpose of the fund is the provision of old-age pensions, are a trustee of the fund or in the case where the trustee of the fund must be a constitutional corporation that you are a director of the corporate trustee.

To control the risk associated with independent investments, you should seek professional advice and assistance.

COST OF ACQUISITION AND ADMINISTRATION

The trustees will govern the costs associated with the fund, including the price for membership and administration and the proportion to each member. These costs are variable. The trustees will keep the members informed of these costs as necessary.

COMMISSIONS & PAYMENTS

There are no commissions or other benefits or payments payable to the trustees of the fund by reason of the issue of your membership.

Commissions or other payments may be payable to advisors to the fund as disclosed to and approved by the trustees of the fund.

DISPUTE RESOLUTION

It is not envisaged that dispute resolution will be required by a SMSF and accordingly, no provision has been made for this process.

SIGNIFICANT TAXATION ISSUES

The trustees are required to make an election/determination each financial year as to how any taxation liability is to be allocated to each member. This determination must be reasonable having regard to the rights of all members.

Currently, SMSF s are liable to pay 15% tax on net taxable income whilst they remain in accumulation. Net taxable capital gains of a SMSF are taxed at 10%.

Depending on each member's individual circumstances, contributions made and personal taxable income for any given financial year, superannuation contribution surcharge tax may be levied upon a member. Liability for a surcharge will be payable by the member charged and may be deducted from their allocation account.

Income and capital gains from the fund will be exempt from tax, to the extent that the assets of the fund are considered to be supporting pensions. Tax will still be payable for continuing accumulations and reserves. The trustees will determine the amount of tax to be deducted from the balance of your member's accumulation account, taking into account what is reasonable having regard to these factors.

It is not intended to provide members with any advice with respect to personal taxation or taxation of SMSFs generally. This is a most complex area of taxation and all members and trustees are recommended to seek professional advice from their advisors and how to maximise their benefits and arrange their affairs to comply with taxation requirements.

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3. Public Sector Fund— There are 3 main types of public sector funds, being:
"Employer sponsored funds, established for the benefit of employees of the sponsoring employer;
"Productivity (or industry) funds, established for the purposes of an industrial agreement or award;" Personal Superannuation funds.

OTHER DOCUMENTS

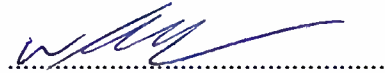
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The fund's investment strategy; and

The last financial statements prepared in respect of the fund.

I have read and understood this Product Disclosure Statement, prior to signing my

Application for Membership:



.....
WAYNE BRADLEY SINGH

18 January, 2013



Self-managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of the BYRNE & SINGH SUPERANNUATION FUND

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

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

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

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

SOLE PURPOSE

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to its members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies.

TRUSTEE DUTIES

I understand that by law I must:

- 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 retirement benefits are only accessed by members upon a legitimate condition of release being met
- not enter 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 funds assets (for example, have sufficient evidence of the ownership of fund assets)
- not enter 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
- prepare and implement an investment strategy that takes the whole of the funds circumstances into account, which includes,
 - but is not limited to
 - › the risks associated with the funds investments
 - › the likely return from investments, taking into account the funds objectives and expected cash flow requirements
 - › investment diversity and the funds exposure to risk due to inadequate diversification
 - › the liquidity of the funds investments having regard to the funds expected cash flow requirements in discharging its existing and prospective liabilities
- 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.

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 the following:

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

Accepting contributions and paying a benefit

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

Administration

I understand that the trustees of the fund must:

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

DECLARATION

By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the funds 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.*

BELINDA ANNE BYRNE


.....
BELINDA ANNE BYRNE signature

Date: 18 January, 2013

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


.....
Witness signature

Date: 18 January, 2013



Self-managed super fund trustee declaration

I understand that as an individual trustee or director of the corporate trustee of THE BYRNE & SINGH SUPERANNUATION FUND

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

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

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

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

SOLE PURPOSE

I understand it is my responsibility to ensure the fund is maintained for the purpose of providing benefits to its members upon their retirement (or attainment of a certain age) or their beneficiaries if a member dies.

TRUSTEE DUTIES

I understand that by law I must:

- 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 retirement benefits are only accessed by members upon a legitimate condition of release being met
- not enter 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 funds assets (for example, have sufficient evidence of the ownership of fund assets)
- not enter 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
- prepare and implement an investment strategy that takes the whole of the funds circumstances into account, which includes,
 - but is not limited to
 - › the risks associated with the funds investments
 - › the likely return from investments, taking into account the funds objectives and expected cash flow requirements
 - › investment diversity and the funds exposure to risk due to inadequate diversification
 - › the liquidity of the funds investments having regard to the funds expected cash flow requirements in discharging its existing and prospective liabilities
- 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.

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 the following:

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 - › records of all changes of trustees, including directors of the corporate trustee
 - › each trustees 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
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- lodge the funds annual return, completed in its entirety, by the due date
- notify the ATO within 28 days of any changes in the
 - › membership of the fund, or trustees or directors of the corporate trustee name of the fund
 - › details of the contact person and his/her contact details
 - › postal address, registered address or address for service of notices for the fund
- notify the ATO in writing within 28 days of the fund being wound up or after becoming aware that the fund has ceased to be an SMSF.

DECLARATION

By signing this declaration I acknowledge that I understand my duties and responsibilities as a trustee or director of the corporate trustee of the self-managed superannuation fund named on this declaration (or if the funds 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.*

WAYNE BRADLEY SINGH



.....
WAYNE BRADLEY SINGH signature

Date: 18 January, 2013

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



.....
Witness signature

Date: 18 January, 2013

RISK MANAGEMENT STATEMENT - PART B

FOR THE BYRNE & SINGH SUPERANNUATION FUND

1. Responsible Party

This Risk Management Statement has been prepared by the Trustee of the Fund.

2. Objective of Risk Management Statement

The objective of this RMS is to summarise the policies and controls in place in relation to use of derivatives by the Trustee and the processes for assessing compliance by the Trustee within the existing risk management controls. This RMS is subject to periodic review and is updated as necessary to ensure ongoing suitability and sufficiency of policies, controls and the compliance monitoring process.

Derivatives must not be considered in isolation but as part of the investment operations of the Trustee as a whole and the investment strategy being implemented. The Trustee will review the terms of this RMS regularly. This RMS has been written in accordance with the Insurance and Superannuation Commission (ISC) Circular No. II.D.7 Derivatives. The RMS must be read and understood by all persons involved in managing, monitoring or implementing the Derivative investment process of the Superannuation Fund.

3. Definitions of Derivatives

In this RMS, Derivative has the meaning given in the Corporations Act 2001 which is consistent with the interpretation of the term adopted in the Circulars issued by the Australian Prudential Regulatory Authority (APRA). Derivative transactions include a wide assortment of instruments such as forward rate agreements, futures, options, share ratios, warrants, swaps and other composites. Where uncertainty exists about whether an instrument is a derivative, it should be treated as a derivative.

4. Relationship to the Investment Strategy of the Fund

The use of Derivatives within the Fund must be used in conjunction to the Investment Strategy for the Fund and be consistent with the objectives of that Investment Strategy. The use of Derivatives must be consistent with the trust deed for the Fund.

5. Purpose of the use of Derivatives

Derivatives may be used by the Fund, subject always to the Fund's investment strategy, for the following purposes (but not exclusively limited to):

- (a) hedging, by protecting the assets of the Fund against, or to minimise liability from, a fluctuation in market values;
- (b) achieving transactional efficiency;
- (c) to reduce the transaction cost of achieving required exposure;
- (d) to reduce the transaction cost of achieving required exposure;
- (e) to control the impact on portfolio valuations of market movements caused by significant transactions;
- (f) to assist in the achievement of the best execution of security transactions;
- (g) reducing volatility;
- (h) adjustment to asset exposures within the parameters set in the strategy;
- (i) to adjust the duration of the a fixed interest portfolio; and
- (j) foreign currency hedging.

Use of Derivatives by the Trustee of the Fund must always comply with the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation Industry (Supervision) Act Regulations 1994.

6. Restrictions on the use of Derivatives

The Trustee will at all times carry out the derivative transactions in accordance with the governing documents of the Fund and any relevant Agreements. The Trustee will consider Derivative transactions in respect of RMS Part A as adopted by the Trustee, RMS Part B as issued by the Trustee and Insurance and Superannuation Commission (ISC) Circular No. II D 7 Derivatives.

All Derivative transactions must be approved by the Trustee, who is responsible for evaluating issues from a risk management perspective. The Trustee must also ensure that Derivative transactions are governed by formal legal agreements, comprehensively documented and subject to regular reconciliation and reporting processes.

The Trustee will at ensure that Derivative transactions do not breach any legal or contractual obligations and at all times comply with all applicable legislation, rules, guidelines or directions in respect of:

- (a) use and restrictions in the use of Derivatives;
- (b) relationship to the Investment Strategy of the Fund;
- (c) risk management, including adequate monitoring systems;
- (d) risk analysis;
- (e) leveraging or charging of Fund assets; and
- (f) internal and external audit procedures.

The Fund may use Derivatives only for the purposes set out in Part A of this RMS issued for the Fund.

The Fund is limited in the total amount of Derivatives held. This Limit is expressed as a percentage of the total asset base and is determined by the Trustee. This limit is closely monitored by the Trustee and new investments made in Derivatives are only made after review of existing Derivative investments.

7. Risk Analysis

The Trustee is responsible for processes and procedures to assess, monitor and control Market, Liquidity, and Operational risk. The Trustee acknowledges that it has the necessary systems in place to monitor and abide by all relevant Trustee and APRA guidelines in respect of the use of Derivatives. In particular, the Trustee has in place the following systems:

(a) **Market Risk:** the risk of adverse movements in markets (including asset prices, volatility, changes in yield curve, implied option volatility or other market variables for the derivatives or underlying assets, reference rates or indices) to which the derivatives relate. Such risk is created by holding any security physical or Derivative which creates exposure to movements in prices of a security or market. Market risk must be assessed continually to ensure that exposure by any factor remains within the limits set out:

- (i) ensuring that the Fund's total portfolio is not being leveraged (or 'geared'). A portfolio would be geared if the level of market exposure exceeds the market value of the fund. Derivatives cannot be used to circumvent the borrowing limitations imposed by Sections 67, 95 and 97 of SIS;
- (ii) ensuring that the net exposure of the Fund to an asset class, including the delta weighted exposure of derivative investments, does not go outside that set investment strategy
- (iii) ensuring that the Fund does not hold uncovered derivatives, where cover is defined as within the meaning used by the Insurance and Superannuation Commission (ISC) in Circular II. D. 7 as follows:

- "In the case of derivative positions to achieve exposure cover consists of assets that in the responsible party's professional judgment are equivalent to cash and can be converted to cash within the settlement period. They must be sufficient to meet all potential obligations arising from the underlying asset exposure represented by the derivative position. Short dated fixed interest securities may well be equivalent to bond futures against the physical bonds) is also acceptable. Net derivative positions can be considered where relevant."
- "In the case of derivative positions to remove exposure cover consists of assets for which in the responsible party's professional judgment the derivative(s) are considered a reasonable hedge. Net derivative positions can be considered where relevant."

(iv) Breaching the restrictions set out above for the Fund would be construed as speculation, which is not allowed.

(b) Liquidity Risk: will be monitored by the Trustee to ensure that the Fund can always unwind or offset its particular position at or as near as possible to the previous market price.

(i) The Trustee will evidence the liquidity of the Derivative position before an investment is made. The Trustee will ensure that the Fund has sufficient capacity to meet its obligations.

(c) Counterparty Risk: the risk that a counter party (the other party with whom a Derivatives contract is made) will fail to perform its contractual obligations. The Trustee will assess the counterparty credit risk of Derivative transactions at the time of execution and review for potential market and credit risks. The Trustee acknowledges that it has processes in place that address the following issues:

- (i) assessing creditworthiness and approval of counterparties;
- (ii) establishing limits for approved counterparties;
- (iii) monitoring total exposure to counterparties against limits;
- (iv) monitoring total exposure to counterparties against limits;
- (v) sufficient or enforceable legal documentation;
- (vi) compliance with regulatory requirements; and
- (vii) safe storage of documentation.

(d) Operational risk: the risk relating to deficiencies in the effectiveness and accuracy of the information systems or internal controls that may result in material loss. Procedures used by the Trustee to assess, monitor and control operation risk include:

- (i) personnel are authorised to only carry out duties within their designated expertise and delegation;
- (ii) the valuation standard for derivatives should be consistent with current industry market practice and the sources of valuations be appropriately independent;
- (iii) proper separation of dealing and management functions and administration and settlement functions;
- (iv) a clear delineation between portfolio management and trading;
- (v) there are appropriate disaster recovery systems and sufficient backup systems and procedures in place to prevent the potential loss of data.

8. Currency risk

Foreign currency exposure will arise naturally from investments in overseas assets. Where the Fund is exposed to currency risk, the Investment Strategy will provide guidance as to where currency strategies can be utilised. These strategies will be subject to similar principles and controls as apply to Derivatives risk.

9. Personnel Management

The Trustee will ensure that all personnel involved in derivative transactions:

- (a) are familiar with the contents and requirements of this RMS;
- (b) cannot initiate or implement transactions outside their designated area of expertise;
- (c) undertake ongoing education and training;
- (d) are not rewarded for taking risk in excess of that specifically documented and authorised by the client; and risk analysis;
- (e) are properly qualified and have appropriate expertise in their area of responsibility.

10. Assessment

The Trustee acknowledges that appropriate procedures are in place to address the review and reporting of the investments of the Fund, including Derivatives. These procedures will ensure that any material problems will be promptly reported and appropriate action taken.

11. External Audit

Independent external auditors are required to annually sign off that a RMS exists and procedures and policies stated in the RMS have adhered to. Also, independent external auditors must confirm that all changes have been authorised.

12. Reporting

Where applicable, the Trustee must have access to regular and comprehensive reporting to on both exposures and adequacy of systems. Reports should also be provided where a significant occurrence occurs in relation to the use to Derivatives. Alternations to this RMS need to be approved by the Trustee and must comply with the Investment Strategy as stated.

13. Additional SIS Requirements

The Trustee acknowledges that:


- (a) should a charge be created over assets of a fund in relation to a Derivatives transaction on an Australian or International exchange, the charge must be in relation to the Derivatives contract for the purpose of securing the trustees obligations for exchange; and
- (b) they will report to members at the end of the reporting period if at any time during the reporting period the Derivative charge ratio should exceed 5%. The Derivative charge ratio must be expressed as a percentage and is determined by the following formula:

- (i)
$$\frac{\text{(the value of the assets of the fund that are subject to a charge in relation to a Derivatives contract)}}{\text{(the value of all the assets of the fund)}}$$

The Trustee will also give this information to the Commissioner as soon as practicable, but in any event within 6 months, after the end of the reporting period to which the information relates.

This RMS is given by the Trustee in accordance with the Insurance and Superannuation Commission Circular No. II D 7 issued in February, 1997. This Part B Risk Management Statement was authorised for release on the date it was signed.

By authority of the Trustee


.....

Signed by BELINDA ANNE BYRNE on behalf of Trustee of the THE BYRNE & SINGH SUPERANNUATION FUND

Dated: 18 January, 2013

**Resolution of Directors of BYRNE & SINGH PTY LTD ACN: 161 998 027
as trustee of the BYRNE & SINGH SUPERANNUATION FUND**

It was resolved that the trustees of the THE BYRNE & SINGH
SUPERANNUATION FUND
hereby prepare the investment strategy for the fund as
attached to take account of:

MINUTES:

**REVIEW OF INVESTMENT
STRATEGY FOR
SUPERANNUATION FUND:**

1. The current risks and return on investments.
2. The current investment mix of the fund
3. Diversity of investments to spread risk (if appropriate).
4. Benefit payments as they fall due.

The attached strategy is to be documented and reviewed regularly,
with objectives and policies adhered to.

There being no further business the meeting then closed.

Signed as a true record


.....
BELINDA ANNE BYRNE

INVESTMENT STRATEGY

of THE BYRNE & SINGH SUPERANNUATION FUND

INVESTMENT OBJECTIVES

The trustees of the above superannuation fund believe that the following general investment objectives should be considered:

- To provide superannuation benefits to the members of the fund to meet their retirement needs;
- To ensure that an appropriate mix of assets are owned by the fund and by taking into account the age of the members;
- To achieve a rate of return greater than the CPI increases;
- To maintain a low level of capital volatility;
- To ensure that assets of the fund are liquid enough to meet expected cash flow requirements;
- To ensure that the fund has adequate diversification in the holding of its investments including within classes of assets.

INVESTMENT STRATEGY

To achieve the above investment objectives of the fund, the trustees have determined that the fund will consider investments in the following areas:

- Equities and stocks including the participation in dividend reinvestment programs, rights issues and any other investments offered in this area;
- Conservative investments funds for the holding of surplus superannuation benefits taken to an investment fluctuation reserve;
- Listed property trusts;
- Unlisted property trusts;
- Direct Property
- Other managed investments including Notes, Derivatives and Debentures;
- Cash and any other interest bearing deposits including Warrants.

Into the future, the trustees of the fund believe that to meet the investment objectives the following maximum and minimum investment levels should be considered:

	%
	-
	-
	-
	-
Cash	-

The trustees believe that a return of the CPI increase plus a further 3% when averaged over a five year period is considered to be a good return on investment.

In determining this strategy the trustees have considered all investment objectives, the funds trust deed and any other relevant legislation.

It is noted that the trustees should also seek appropriate professional advice when required.

POLICIES

The policies of the fund are as follow:

- To continually monitor the performance of the funds investments;
- To monitor the liquidity requirements of the fund;
- To monitor the economic and market conditions.

The trustees reserve the right to alter any of the above asset classes, percentages and return on investment values as and when they see fit.

THE BYRNE & SINGH SUPERANNUATION FUND

TRUST DEED



Tel: 1800 730 491

**Melbourne Head Office:
Building 3.
320 Lorimer Street, Port
Melbourne, VIC 3207**

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THIS DEED POLL is made on ..18 January, 2013..

BY:BYRNE & SINGH PTY LTD ACN: 161 998 027
of : 1142 RIPLEY RD SOUTH RIPLEY QLD 4306
hereby known as "the Trustee"

RECITALS:

A The Trustee establishes the superannuation fund known as THE BYRNE & SINGH SUPERANNUATION FUND on execution of this Deed, in accordance with this Deed as a self managed superannuation fund with the flexibility of becoming another type of superannuation fund.

B The Trustee has agreed to act as trustee of the Fund and will hold the Fund's property on trust in accordance with this Deed and the attached governing rules ('Governing Rules').

C Subject to rule 1, the purpose of the Fund is to provide superannuation benefits to Members, and in the event of their death, for their Dependents and to act for any other purposes as permitted from time to time under the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation Industry (Supervision) Regulations 1994 (Cth).

D The Trustee desires to maintain the Fund as a complying superannuation fund under the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth)

NOW THIS DEED WITNESSES as follows:

1. a. The Trustees include the Trustees for the time being of this Deed.
b. The Rules means the Rules set forth in the attachments hereto as amended from time to time as therein provided.
2. The Fund shall come into operation on the Commencement Date shown in the Rules.
3. The assets of the Fund shall be vested in the Trustee upon trust to apply the same in the manner set forth in the Rules. The Trustees shall manage and administer the Fund in all respects according to the Rules.
4. The power of appointing new Trustees shall be as provided in and subject to the Rules and the Trustees may be appointed or removed in the manner provided for in the Rules.
5. The provisions of this Deed may be amended in the manner set out in the Rules.
6. This Deed and the Rules shall be governed by and construed in accordance with the law of Victoria

EXECUTED AS A DEED:

Executed by BYRNE & SINGH PTY LTD

ACN: 161 998 027

of : 1142 RIPLEY RD

SOUTH RIPLEY

QLD 4306 Australia

by being signed by the persons authorised to sign for the company



.....
BELINDA ANNE BYRNE



.....
WAYNE BRADLEY SINGH

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THE RULES

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

DEFINITIONS

1.1 In the Trust Deed to which these Rules are an annexure and in these Rules the meaning of terms and expressions shall have the meaning given to them by the Regulations unless the context indicates otherwise. The following words and expressions shall have the following meaning:

1.1.1 **Accumulated Contributions** means the total of contributions made to the Fund accumulated in accordance with Schedule 1 paragraph 1.1 hereto.

1.1.2 **Accrued Benefit** means the amount determined in accordance with Schedule 1 paragraph 2 herein.

1.1.3 **Ancillary Benefits** means the Benefits with minimum conditions of release and/or cashing restrictions permitted by the Regulations:

1.1.3.1 on severe financial hardship as approved by the Trustees or Regulator, 1.1.3.2 on compassionate grounds as approved by the Trustees or Regulator;

1.1.3.3 when the Member is no longer in Gainful Employment and the Members benefit is a Restricted Non-Preserved Benefit under the Regulations;

1.1.3.4 when the Benefit is an Unrestricted Non-Preserved Benefit under the Regulations;

1.1.3.5 on the Temporary Disablement of the Member where the Benefit is paid in accordance with the Regulations;

1.1.3.6 any other type of Benefit approved under the Regulations; or

1.1.3.7 any other Benefit provided for the other ancillary purposes approved by the Regulations or the Regulator.

1.1.4 **Asset Test Exempt Pension** means a Pension Benefit that is exempt from or excluded from the assets test in whole or part under the Social Security Act 1991 or the Veteran Affairs Entitlement Act 1986 (and any applicable regulations).

1.1.5 **Benefit** means any benefit payable in respect of the Members membership of the Fund pursuant to the Rules and the Regulations but does not include any amount standing to the credit of a Member which unless required by the Regulations to be vested is not fully vested until the Trustees exercise a discretion to fully vest the whole or part of such unvested amount.

1.1.6 **Commencement Date** means the date that is the later of:

1.1.6.1 The date upon which the Deed was executed; or

1.1.6.2 The date upon which the first contribution of monies were received by the Fund on behalf of any Member of the fund; or

1.1.6.3 The date, if any, specified in the Deed as the Commencement Date.

1.1.7 **Complying Superannuation Fund** means in relation to a year of income a fund which is a complying superannuation fund in accordance with the Regulations.

1.1.8 **Constitutional Corporation** means a body corporate that is either a trading corporation or a financial corporation, formed within the limits of the Commonwealth (within the meaning of paragraph 51(xx) of the Commonwealth of Australia Constitution Act).

1.1.9 **Contributor** means any person permitted by the Regulations to make a contribution to the Fund (which may be money, securities or other property) for the benefit of one or more Members.

1.1.10 **Dependents** means the Spouse and children of a Member (including any step-child, any exnuptial, any

adopted child and any child of the Member born within 10 months after the death of the Member), any person in an interdependency relationship with the Member or any other person whom the Trustees determines for the purposes of the Regulations to be a Dependent of that Member at the relevant time (being in the case of a deceased person the date of that person's death) and any other person permitted by the Regulations to be considered a Dependent.

1.1.11 Designated Beneficiary means any Dependent specified by a Member to the Trustees in accordance with Rule 5.6.

1.1.12 Eligible Fund means an Australian Superannuation Fund, Foreign Superannuation Fund approved deposit fund, Eligible Rollover Fund, retirement savings account, small accounts holding reserve or other approved fund including a pension fund or annuity arrangement which can accept from the Fund a transfer of assets of the Fund or is authorised or permitted to transfer assets to the Fund in a manner not prohibited by the Regulations.

1.1.13 Eligible Person means a person who can, under the Regulations, become a Member.

1.1.14 Employer means any person, partnership, incorporated body or organisation who makes contributions to the fund and includes any person, partnership, incorporated body or organisation from whom a Member may receive salary or wages.

1.1.15 Financial Year means a period of twelve calendar months ending on the last day of June or such other date as the Trustees may be permitted to determine.

1.1.16 Fund means the superannuation fund constituted by the Trust Deed to which these Rules are an annexure.

1.1.17 Gainful Employment means in relation to a Member, engagement in any business, trade, profession, vocation, calling, occupation or employment for gain or reward to the extent required pursuant to the provisions of the Regulations.

1.1.18 Government Approval means such approval of a Regulator, or other person, appointed by the Australian Government or such compliance with the Regulations (whether or not the approval of that Regulator or other person has been given to the Trustees in relation to such compliance) as may be required to ensure that the fund is regarded as a bona fide superannuation fund and qualifies for the maximum taxation concessions.

1.1.19 Individual Policy, in relation to a Member, means a life insurance policy or an interest in a group life insurance policy which the Trustees have nominated as being held specifically for the purpose of providing Benefits in respect of that Member.

1.1.20 Member means a person who has met all the requirements of the Fund and been admitted to Membership of the Fund as provided in Rule 2 hereto.

1.1.21 Old-Age Pensions has the same meaning as that in paragraph 51 (xxiii) of the Commonwealth of Australia Constitution Act.

1.1.22 Pension means an annuity or pension contemplated by the Regulations.

1.1.23 Permanent Disablement in relation to a Member has the same meaning as that contained in any insurance policy effected to cover Permanent Disablement of the Member and in force at the time of the disablement or where there is no such insurance policy means ill-health which, in the opinion of the Trustees, renders a Member unlikely to engage in Gainful Employment for which the Member is reasonably qualified by

education, training or experience or any other circumstances which are acceptable to the Trustees and which are acceptable to the Regulator. Permanently Disabled and Permanent Disability shall each have a corresponding meaning. Every question as to Permanent Disablement shall be decided by the Trustees after receipt of any relevant information and reports by such registered medical practitioners approved by the Trustees as they consider appropriate, and having regard to any requirements for Government Approval of the Fund and of any insurer underwriting the Member's Permanent Disability Benefit. The decision of the Trustees shall be conclusive and binding upon all parties concerned.

1.1.24 Preserved Benefit means any Benefit (or part thereof) that, having regard to the requirements for Government Approval of the Fund, must be held in the Fund until the Member Retires or attains such age prescribed in the Regulations, dies, becomes Permanently Disabled or satisfies such other condition as would enable, or require, the Trustees to make payment of the benefit.

1.1.25 Public Offer Superannuation Fund means a fund that is a public offer superannuation fund within the meaning of the Regulations.

1.1.26 Regulated Superannuation Fund means a fund where the Trustees have caused to be made the necessary election to be such a fund as required by the Regulations.

1.1.27 Regulations means the obligations imposed upon the Fund by the Income Tax Assessment Act 1936, the Income Tax Assessment Act 1997, the Superannuation Industry (Supervision) Act 1993, the Superannuation Industry (Supervision) Regulations, the Superannuation Splitting Law, any amending or replacement legislation and any other present or future relevant legislation, regulation, rulings and explanatory notes published with the approval or knowledge of the Regulator which the Fund must satisfy in order for the Fund to:

1.1.27.1 qualify as a Complying Superannuation Fund;

1.1.27.2 remain entitled to concessional tax treatment;

1.1.27.3 provide an income stream which is to be an Asset Test Exempt Pension; 1.1.27.4 comply with the law.

1.1.28 Regulator means, as the case may require one or more of the Federal Commissioner of Taxation, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission, the Department of Human Services or any other authority or government regulatory body who may be involved with the regulation of superannuation, taxation or financial products.

1.1.29 Reserve Accounts means any of the accounts that may be established by the Trustees to which is credited amounts that the Trustees determine to credit to the account and to which are debited amounts that the Trustees determine to allocate to the Members in accordance with these Rules.

1.1.30 Retires means ceasing Gainful Employment and Retirement shall have a corresponding meaning.

1.1.31 Splittable Contributions has the same meaning as that contained in the Regulations.

1.1.32 Spouse in relation to a Member means, subject to the Regulations, a person married to the Member or a person who, although not legally married to the Member, lives with the Member or had lived with the Member immediately prior to the Member's death on a genuine domestic basis as a partner of that Member and if there is more than one spouse the Trustees shall determine whether and how the entitlement of a spouse shall be distributed between them or whether one shall be exclusively treated as spouse.

1.1.33 Superannuation Splitting Law means the law dealing with superannuation interests as set out in Part VIIIB of the Family Law Act 1975.

1.1.34 Temporary Disability means physical or mental incapacity that causes the Member to cease Gainful Employment or which otherwise qualifies as temporary disablement (or its equivalent) under the Regulations

but which does not qualify as Permanent Disablement. Every question as to Temporary Disablement shall be decided by the Trustees after receipt of any relevant information and reports by such registered medical practitioners approved by the Trustees as they consider appropriate, and having regard to any requirements for Government Approval of the Fund and of any insurer underwriting the Member's Temporary Disability Benefit. The decision of the Trustees shall be conclusive and binding upon all parties concerned.

1.1.35 Trust Deed means the deed to which these Rules are annexed and any authorised alterations, additions, amendments, modifications or variations due to any amendment or change made to the Regulations or by amending deed or otherwise.

1.1.36 Trustees means the individual trustees of the Fund or a corporate trustee of the Fund, for the time being, appointed in accordance with these Rules and where the context permits includes the directors of a Constitutional Corporation appointed as Trustee.

INTERPRETATION

1.2 In the Trust Deed and Rules:

1.2.1 Unless the context indicates otherwise, words importing the singular shall include the plural and vice versa, words importing one gender shall include other genders;

1.2.2 references to statutes (including any section thereof) shall include all statutes amending, consolidating or replacing the same;

1.2.3 Headings inserted in any Article are for convenience only and shall not affect the interpretation of the Rules set out in that Article;

1.2.4 The use of the words "includes" or "including" in these Rules is given by way of example and is not intended to limit the term or expression to which it applies.

1.3 Except where otherwise expressly provided, if any question or dispute arises about the interpretation of the Rules or the incidence or application of any rights, benefit, duties or liabilities arising under these, the decision of the Trustees shall be binding upon a Member.

1.4 The Trustees shall, at all times administer the Fund in a manner that will ensure Government Approval of the Fund. Where there is anything contained in these Rules which would during the course of the application to specific circumstances, require the Trustees to act in a manner that would prejudice Government Approval of the Fund, that Rule shall be void for those circumstances.

1.5 If any term defined in the Regulations is used in this Deed but not defined herein then such term shall have the same meaning that it has for the purposes of the Regulations.

1.6 A reference in these Rules to the Regulations includes a reference to those Regulations as amended, consolidated, re-enacted or replaced from time to time and a reference to any provision of the Regulations includes a reference to the corresponding provision of those Regulations as amended, consolidated, re-enacted or replaced.

SEVERANCE

1.7 If any provision of these Rules is void or voidable or unenforceable in accordance with its terms, but would not be void, voidable or unenforceable or illegal if it were read down and, if it is capable of being read down, such provisions shall be read down accordingly.

1.8 If, notwithstanding Rule 1.7, a provision is still void, voidable, unenforceable or illegal:

1.8.1 if the provision would not be void, voidable or unenforceable or illegal if a word or words were omitted, that word or those words are hereby severed;

1.8.2 in any other case, the whole provision is hereby severed; and the remainder of these Rules shall be of full force and effect.

ARTICLE 2 ELIGIBILITY, MEMBERSHIP & TRANSFERS

ELIGIBILITY

2.1 Any Eligible Person shall be eligible to apply for membership of the Fund. Where an Eligible Person is a minor, the application for membership of the Fund shall be made on behalf of the minor by a parent, guardian or legal representative of the minor.

MEMBERSHIP

2.2 An Eligible Person may apply for membership to the Trustees in such form or manner acceptable to the Trustees. The Eligible Person may indicate a preference for the type of Benefit to be provided by the Fund but if no preference is made shall be deemed to have specified a Pension Benefit of such type determined by the Trustees. The Trustees may accept or refuse any such application in their absolute discretion and shall not be required to give any reason for a refusal. The Trustees may admit an Eligible Person as a Member without requiring an application for membership to be completed by that person. If an application from an Eligible Person is accepted by the Trustees, membership commences on the date of acceptance or such earlier or later date as the Trustees determine.

ALTERATION OF MEMBERS BENEFIT

2.3 The Trustees may alter a Member's preference for the type of Benefit to be provided by the Fund PROVIDED THAT:

2.3.1 it does not increase the Member's obligation to the Fund unless the Member consents in writing;

2.3.2 the Member's entitlements in the Fund are not reduced; and

2.3.3 it is not in breach of the Regulations.

2.4 The Member shall be advised in writing of any alteration to the Member's preference for Benefit.

INFORMATION TO MEMBERS

2.5 The Trustees shall ensure that every Eligible Person who applies for membership of the Fund is given such information as is required by the Regulations to be given to prospective new members. The information shall be given to the Eligible Person within the time prescribed in the Regulations.

COMPLAINTS AND ENQUIRIES

2.6 If required by the Regulations, the Trustees shall ensure that all enquiries or complaints from Members, beneficiaries or their Dependents are considered and properly dealt with in the manner and within the time specified by the Regulations.

TRANSFER FROM ANOTHER FUND

2.7 If a Member makes a request, the Trustees,

2.7.1 may accept the transfer of assets from an Eligible Fund on such terms and conditions as the Trustees think fit; and

2.7.2 The details of any such terms and conditions shall be recorded in a letter written by the Trustees to the Member at the time of the transfer; and

2.7.3 where the transfer is made in respect of the Member's interest or entitlement in the Eligible Fund, provide Benefits to the Member pursuant to such transfer in the manner set forth in these Rules; and

2.7.4 where the transfer is not attributable to a Member's interest or entitlement in the Eligible Fund, the Trustees may treat the amount of such transfer in such manner as they consider equitable, including deeming the assets being transferred as a foregone benefit and applied accordingly, or as required by the Regulations;

PROVIDED that any transfer must not be prohibited by the Regulations and PROVIDED that any Benefit arising from funds transferred shall be a Preserved Benefit to the extent advised by the Eligible Fund and PROVIDED that where the Eligible Fund is a Foreign Superannuation Fund, the Trustees shall comply with all necessary foreign law requirements to ensure that concessional tax treatment is attained, retained or maintained in respect of the assets transferred from the Eligible Fund.

TRANSFER TO ANOTHER FUND

2.8 If a Member makes a request or if the Trustees resolve or are required by the Regulations to do so, the Trustees may pay or transfer all or part of the Members interest or entitlement in the Fund to an Eligible Fund (including such portion of the assets of the Fund as the Trustees consider equitable) for the benefit of the Member or such other person as is permitted by the Regulations and shall advise the Eligible Fund the proportions (if any) of the amount so paid which are deemed to be transferred from the Members Accrued Benefit PROVIDED HOWEVER THAT:

2.8.1 no such transfer shall be made in respect of a Preserved Benefit, unless there exists a condition in the rules of the Eligible Fund that such a transfer shall be treated as a Preserved Benefit;

2.8.2 the payment or transfer must be consistent with the Regulations;

2.8.3 the Trustees may not pay or transfer more than the amount requested by the Member; and

2.8.4 the payment or transfer satisfies the Members entitlement to any Benefit in relation to the amount so paid or transferred.

2.9 The receipt of the trustees of such Eligible Fund shall be sufficient discharge to the Trustees and Trustees shall not be in any way responsible or liable for the application or disposal by the trustees of such Eligible Fund of the benefits or assets so paid or transferred. Upon the completion of such payment or transfer in respect of a Member, all of the rights and interests of that Member (and any person entitled to claim under or in respect of that Member) under this Deed shall be extinguished or shall be adjusted in such manner and to such extent (if any) as may be determined by the Trustees.

2.10 The Trustees may pay or transfer the whole or part of any Benefit or the interest or entitlement of any Member to an Eligible Fund or otherwise in circumstances permitted or required by the Regulations whether or not such Member has requested or consented to such payment or transfer, and such payment or transfer satisfies the Members entitlement to any benefit in relation to the amount so paid or transferred. The Trustees shall provide any information to that trustee of the Eligible Fund at such time and in such manner as required by the Regulations.

TRANSFERS WITHIN THE FUND

2.11 If a Member makes a request or if the Trustees resolve or are required by the Regulations to do so, the Trustees

may pay or transfer all or part of the Members interest or entitlement in the Fund (including such portion of the assets of the Fund as the Trustees consider equitable) to another Member provided however that:

2.11.1 The payment or transfer is not prohibited by the Regulations; and

2.11.2 The payment or transfer is made in accordance with the provisions, if any, of the Regulations.

CESSATION OF MEMBERSHIP

2.12 A person ceases to be a Member of the Fund when:

2.12.1 the Member dies;

2.12.2 all Benefits which are or may be payable under these Rules in respect of the Member have been paid;

2.12.3 a transfer is made to an Eligible Fund in satisfaction of all the Members entitlement to Benefits; 2.12.4 the Members entitlement to Benefits is terminated;

2.12.5 the Trustees require a Member to cease Membership of the Fund to comply with the Regulations;

2.12.6 the Trustees determine that continued membership may cause the Fund to become a Public Offer Superannuation Fund;

2.12.7 the Trustees determine that a Member is no longer required to be recognised as a Member of the Fund;

2.12.8 the Member being an individual Trustee which is the Trustee of the Fund ceases to be a Trustee pursuant to Rule 9.5 and the Member or the Member's legal personal representative is not a director of any Constitutional Corporation which is appointed as a replacement Trustee of the Fund;

2.12.9 the Member is a director of a Constitutional Corporation which is the Trustee of the Fund and the Constitutional Corporation ceases to be Trustee pursuant to Rule 9.5 and the Member or the Member's legal personal representative is not a director of any Constitutional Corporation or is not an individual Trustee appointed as a replacement Trustee of the Fund;

2.12.10 the Member being a director of a Constitutional Corporation which is the Trustee of the Fund ceases to be a director and the legal personal representative of the Member is not appointed as a replacement director; or

2.12.11 the Trustees shall otherwise reasonably determine. CLOSURE OF MEMBERSHIP

2.13 In order that the Fund obtains, retains or maintains a duty exemption or nominal assessment of duty obtained under the laws of any State or Territory to the transfer of an asset to the Fund when the asset was first acquired by the Trustees and held for the benefit of those particular Members of the Fund at that time, the Trustees may close the membership of the Fund to new members permanently or until such time as such asset has been used to pay benefits to those Members. The Trustees shall do all things and execute all such necessary deeds or documents to give effect to the closure to new members.

ARTICLE 3 CONTRIBUTIONS

SOURCE OF CONTRIBUTIONS

3.1 Contributions in respect of a Member may, subject to Rule 3.2, be made to the Fund by a Member or a Spouse of a Member or any persons, partnerships, incorporated and government bodies including the employer of the Spouse of a Member at such rate as he, she, it or they may from time to time determine.

PAYMENT OF CONTRIBUTIONS

3.2 The Trustees:

3.2.1 must not accept contributions where the acceptance of the contributions is contrary to the requirements of the Regulations;

3.2.2 may refuse to accept the whole or part of a contribution;

3.2.3 may allocate or transfer the whole or part of a contribution to a Reserve established for that purpose, if not prohibited by the Regulations.

3.3 The Trustees may agree to accept contributions to the Fund in the form of a transfer of assets to the Fund which shall be subject to the following restrictions:

3.3.1 Any asset transferred to the Fund under this Rule shall comply with the provisions of Rules 7.6, 7.7 and 7.8 as if the Trustees had accepted the contribution in cash and had then invested in the asset transferred to the Fund.

3.3.2 In the event that the Trustees wish to restrict the benefits arising from the assets transferred to the Fund under this Rule to particular Members, they shall either proceed under Rules 7.10 and 7.11 to hold the assets specifically to provide benefits for those Members, or, if those Members are the only Members of the Fund at the time of transfer, the Trustees may close the membership of the Fund to new members under Rule 2.13.

3.3.3 The Trustees shall not acquire any asset from a Member or a relative of a Member if that acquisition would contravene the Regulations and prejudice Government Approval of the Fund.

3.4 Unless the Trustees are advised otherwise by the Employer, all contributions made by an Employer shall be fully vested except to the extent that they are not required to be fully vested by the Regulations.

SPLITTABLE CONTRIBUTIONS

3.5 Subject to the Regulations, the Trustees may allow Splittable Contributions and a Member may request the Trustees in any form approved by the Trustees to allocate the whole or part of that contribution or transfer any part of that Contribution to any other Member or person so long as any transfer or allocation is in accordance with the Regulations.

TAXATION DEDUCTION CLAIMED

3.6 Where required by the Regulations, the Contributors shall advise the Trustees of the amount of contributions that shall be claimed and not claimed as a tax deduction by the Contributor.

REPAYMENT OF CONTRIBUTIONS

3.7 If directed by the Regulations, or in the event that the Trustees accept a contribution contrary to the Regulations, and the Regulations permit, the Trustees must repay the contribution to the Contributor less deduction for liabilities or expenses incurred or provision for liabilities or expenses in relation to the contribution.

ARTICLE 4 BENEFIT ENTITLEMENT & DETERMINATION WHEN BENEFIT PAYABLE

4.1 A Member shall be entitled to receive a Benefit which does not exceed the total of the Member's Accrued Benefit, the Member's entitlement to be paid out of a Pension Reserve and any insurance proceeds to which the Member is entitled when:

4.1.1 A Member Retires provided the conditions for payment of a Preserved Benefit have been met; or

4.1.2 A Member reaches such minimum age allowed under the Regulations, whether or not the Member Retires, provided the conditions for payment of a Preserved Benefit have been met; or

4.1.3 Permitted by the Regulations and the Trustees consent to the payment of a Benefit.

4.2 Subject to the Regulations, the Trustees may with the Members consent retain a Members Benefit in the Fund for as long as the Trustees determine, even though the Member is entitled to be paid that Benefit PROVIDED THAT the Benefit must be paid or commence or be transferred or paid to an Eligible Fund when it is mandatory to do so under the Regulations.

DISABLEMENT

4.3 If a Member Retires on the grounds of Permanent Disablement, the Member shall be entitled to receive a Permanent Disablement Benefit which does not exceed the total of the Member's Accrued Benefit, the Member's entitlement to be paid out of a Pension Reserve and any insurance proceeds to which the Member is entitled.

4.4 If a Member is unable to work due to Temporary Disability then the Member shall be entitled to receive payment of a Temporary Disablement Benefit for a period of up to two years (or such other period of time permitted by the Regulations) from the time the Member is unable to continue to work providing that payment shall not be made to the Member for the first sixty (60) days the Member does not work.

4.5 Notwithstanding anything to the contrary contained within these Rules, where the Trustees receive a Benefit under an insurance policy effected to cover the Permanent or Temporary Disability of a Member then that Member will be entitled to receive a disablement benefit under these Rules providing that the payment of such a Benefit is allowed under the Regulations.

DEATH

4.6 On the death of a Member, a Death Benefit which does not exceed the total of the Member's Accrued Benefit, the Member's entitlement to be paid out of a Pension Reserve and any insurance proceeds to which the Member is entitled shall become payable in accordance with Rule 5.9.

TERMINAL ILLNESS

4.7 Where at least two (2) Registered Medical Practitioners certify to the satisfaction of the Trustees and in accordance with the requirements of the Regulations that a Member has an illness or injury that is likely to result in the death of the Member within twelve (12) months of certification, the Member is entitled to receive payment of a Benefit which does not exceed the total of the Member's Accrued Benefit, the Member's entitlement to be paid out of a Pension Reserve and any insurance proceeds to which the Member is entitled.

TERMINATION OF SERVICE

4.8 A Member whose Employer has contributed to the Fund and who leaves the service of the Employer and who is not entitled to a Retirement Benefit or a Permanent Disablement Benefit and in respect of whom a Death Benefit is not payable shall be entitled to receive a Withdrawal Benefit being a Benefit which does not exceed the Member's Accrued Benefit subject to such restrictions imposed by the Regulations.

TRANSITION TO RETIREMENT PENSION

4.9 Where a Member has reached age 55 or such other minimum age permitted by the Regulations, the Member may receive a Benefit in the form of a Pension contemplated by Article 5. Notwithstanding anything

to the contrary contained in Article 5, any Pension paid under this Rule subject to cashing restrictions shall not be capable of commutation except in accordance with the Regulations.

OTHER CIRCUMSTANCES

4.10 No Benefit will be paid to a Member or a Member's Dependents except as provided for in Rules 4.1 to 4.9 inclusive and save for Ancillary Benefits permitted by the Regulations. However, in circumstances where the Regulations would allow the Trustees to release or make a payment of part or all of the Member's Accrued Benefit to the Member or the Member's Dependents or other person authorised by the Regulations without prejudicing Government Approval of the Fund, the Trustees may release or make such payment as requested by the Member or as required by the Regulations.

ARTICLE 5 PAYMENT OF BENEFITS

TYPE OF BENEFIT

5.1 The Benefit payable to a Member or a Beneficiary, where permitted by the Regulations, may be paid as:

5.1.1 a Lump Sum;

5.1.2 a Pension which may include a lump sum component subject to any applicable limitations imposed by the Regulations;

5.1.3 an Ancillary Benefit;

5.1.4 a Benefit permitted to be provided under the Regulations in such form or manner as is required under the Regulations; or a combination of the above which may include more than one of each and may be paid to the Member or Beneficiary either in money or in other property provided the Benefit is paid in accordance with the Regulations.

LUMP SUM BENEFIT

5.2 When a Member is entitled to a Benefit and has elected to receive a Lump Sum Benefit, the Member is entitled to a Benefit which does not exceed the Members Accrued Benefit.

PENSION BENEFIT

5.3 A Pension Benefit payable under these Rules shall be paid in such form and manner which complies with the Regulations if to do otherwise were to affect Government Approval of the Fund and is subject to the following conditions:

Trustees' Discretion

5.3.1 Where a Benefit is payable under these Rules by way of a Pension, the Trustees and the Member may agree on the terms and conditions upon which the pension shall be paid providing that such manner and form of payment is allowed under the Regulations. In the absence of agreement, the Trustees shall determine the basis on which the Pension is paid.

No Assignment or Encumbrance

5.3.2 Pensions payable from the Fund shall not be assigned or otherwise transferred by the person in receipt thereof (except to the extent permitted by the Rules) and shall not be mortgaged or encumbered in any manner whatsoever.

5.3.3 Neither the capital value (if any) of any pension payable from the Fund nor any income from it, may be used as a Security for a borrowing.

Annuities

5.3.4 The Trustees may, in their absolute discretion, (including where an Old-Age Pension is required to be paid) provide pensions payable under these Rules by applying a Member's Benefit to the purchase of an annuity that meets the requirements of the Regulations.

Imputation Credits

5.3.5 The Trustees may, in their absolute discretion and subject to the Regulations, debit amounts to the accounts of Members to whom current pensions are not being paid and credit corresponding amounts to the accounts of Members to whom current pensions are being paid to compensate the latter for not obtaining the benefit of dividend imputation credits on investments in the form of shares in companies.

Asset Test Exempt Pension

5.3.6 Where the Pension is also an Asset Test Exempt Pension, the relevant provisions of the Social Security Act or the Veterans Entitlement Act apply to the extent of any inconsistency to ensure the Pension qualifies or continues to qualify as an Asset Test Exempt Pension.

FORMS OF BENEFIT PAYMENT

5.4 Any form of Benefit payment agreed to by the Trustees shall conform to the requirements of the Regulations and shall not prejudice Government Approval of the Fund. When entitled to a Benefit from the Fund, before the Benefit is paid or commences or within such time as permitted by the Trustees, a Member may, subject to the Regulations, make an election in writing (which is not binding upon the Trustees) to receive the Benefit in any manner contemplated by Article 5 and indicate the desired amount or extent, as the case may be, that the Benefit is sought to be received as a Lump Sum or Pension. In the case of an election relating to a Pension, a Member may specify whether or not it is intended to be a Reversionary Pension and, if so, to whom and under what terms or conditions the Member requires the Pension to be subject.

PAYMENT OF BENEFITS IN SPECIE - BY TRANSFER OF ASSETS

5.5 The Trustees may with the agreement of a Member or beneficiary to whom a Benefit is payable, transfer in specie investments of the Fund of equivalent value to the Member or beneficiary in lieu of paying the whole or part of the amount otherwise payable under these Rules.

DESIGNATED BENEFICIARY AND DEATH BENEFIT NOMINATIONS

5.6 A Member may give the Trustees a nomination notice in the form approved by the Trustees relating to death benefit nominations stating:

5.6.1 the form in which the Member's Death Benefit is to be paid including, if appropriate, the extent to which it is paid as one or more lump sums, pensions, annuities or any of these and may specify whether a Pension, reversionary or not, is to be provided; and

5.6.2 those of the Member's Dependents and such other persons authorised by the Regulations and the Legal Personal Representative to whom the Member's Death Benefit is to be paid and, if more than one, in what proportion.

5.7 A nomination notice:

5.7.1 may be revoked in such manner approved by the Trustees and may be replaced with a new nomination notice at any time;

5.7.2 if the Member so elects shall be binding upon the Trustees;

5.7.3 need not comply with the requirements of the Regulations unless it must conform with the Regulations in order for the nomination notice to be effective or valid.

5.8 If, at the time of a Member's death:

5.8.1 the Trustees hold a binding nomination notice in respect of the Member, the Trustees must distribute so much of the Member's Death Benefit as is validly covered by the nomination notice and is not in breach of the Regulations;

5.8.2 the Trustees hold a binding nomination notice in respect of the Member and the notice does not cover the whole of the Member's Death Benefit, the Trustees must pay so much of the Member's Death Benefit as is not covered by the nomination notice to the Member's Legal Personal Representative;

5.8.3 the Trustees do not hold a binding nomination notice, the Trustees may use their absolute discretion in

distributing any Death Benefit payable on the Member's death in accordance with Rule 5.9 and the Trustees shall take account of any nomination of Designated Beneficiaries made by the Member, but shall not be bound by it.

PAYMENT OF DEATH BENEFITS

5.9 To the extent that the Trustees are not bound by a binding nomination notice, any Death Benefit shall be paid as the Trustees in their absolute discretion decide either in whole or in part:

5.9.1 by way of pension or lump sum payments to such one or more of the Designated Beneficiaries (if any) or other Dependents of the Member or other person authorised by the Regulations, and in such proportions, as the Trustees in their absolute discretion decide and in accordance with any restrictions, or conditions imposed by the Regulations; or

5.9.2 in a lump sum to the Member or the legal personal representative of the Member; PROVIDED that any payment of a Death Benefit shall be in accordance with the Regulations if to do otherwise would affect Government Approval of the Fund.

5.10 If the Trustees are unable to establish within 6 months of the death of the Member that there are any Dependents, then the Death Benefit shall be paid to the Member's legal personal representative but, if a Grant of Probate or Letters of Administration in respect of the estate of the Member is not made within 3 years of the Member's date of death (or such other period that the Trustees determine), then the Death Benefit shall be paid to such person or persons that the Trustees determine or shall be dealt with pursuant to Rule 5.11 or Rule 5.12.

UNCLAIMED MONIES

5.11 The Trustees shall comply with the Regulations relating to unclaimed money which becomes payable by the Fund to a Member or a Dependent or other person whom the Trustees are unable to locate after making reasonable efforts and enquiries which shall be paid in accordance with any applicable unclaimed money law or, in the event that no such law is applicable, to the Regulators.

PAYMENT OF MONIES TO AN EMPLOYER

5.12 In the event that the Trustees determine that an Employer is entitled to receive monies from the Fund, the Trustees shall pay such amount to the Employer in accordance with the requirements of the Regulations and provided Government Approval of the Fund is not prejudiced.

ROLLOVER OF BENEFITS BETWEEN FUNDS

5.13 In the event that the Trustees determine that a Benefit (other than a Pension) is immediately payable to a Member, to an Eligible Fund in respect of a Member or to another person in respect of a Member, and the Benefit has not been paid within 90 days (or such other period of time specified by the Regulations) of the date the Benefit first became payable, the Trustees may pay the benefit to an Eligible Fund that has been declared by the Regulator to be a fund eligible to receive such rolled-over benefits.

5.14 Where a Benefit has become payable and the Trustees are satisfied that at least 2 consecutive annual Member Statements and Reports, as described in Rules 8.14 and 8.15, have not been received by the Member the Trustees shall pay the Benefit to an Eligible Fund that has been declared by the Regulator to be a fund eligible to receive such rolled-over benefits.

BENEFIT PAYABLE IN OTHER CIRCUMSTANCES

5.15 The Trustees may, in its absolute discretion, pay part or all of a Member's benefit to a Member, or another person, in the circumstances provided for in the Regulations, notwithstanding the restrictions imposed by the Rules.

PRESERVATION

5.16 The Trustees shall ensure that any Preserved Benefit is preserved within the Fund or is transferred to an Eligible Fund in accordance with the Regulations.

NON-COMMUTABLE BENEFITS

5.17 When a Member is entitled to a Benefit which is subject to cashing restrictions, the Trustees shall ensure that the Benefit is not commuted except in accordance with the Regulations.

DISCHARGE OF OBLIGATIONS

5.18 The payment or application of any moneys pursuant to Article 5 shall be a complete discharge thereof.

5.19 No Benefit shall be payable until the Trustees have ascertained that it may be paid in accordance with the provisions of these Rules.

5.20 Payment or assignment of a Benefit in good faith to a person believed by the Trustees to be entitled to receive it shall be deemed for the purposes of these Rules to be payment or assignment to a person entitled to receive such Benefit and shall be a valid discharge by the Trustees of their obligations in respect of the payment or assignment of that Benefit.

5.21 The Trustees when determining questions of fact may act upon such proofs or presumptions as they may deem satisfactory whether strictly legal proofs or presumptions or not.

ARTICLE 6 ADMINISTRATION

SOLE OR PRIMARY PURPOSE

6.1 The sole or primary purpose of the Fund shall be the payment of Benefits to Members but if the Trustee is not a Constitutional Corporation, the sole or primary purpose of the Fund shall be the payment of Old-Age Pensions to Members .

ENTITLEMENT

6.2 All questions as to whether any person is entitled to a payment out of the Fund and, if so, the amount of such payment shall be determined by the Trustees whose decision shall be final.

EXPENSES, TAX AND CHARGES

6.3 Notwithstanding anything expressed or implied to the contrary in these Rules:

6.3.1 the Trustees may deduct from any moneys which but for this Rule would be payable to or for the benefit of a Member or Dependent and may retain in the Fund, any amount which the Trustees determine is owing to the Trustee or the Fund by the Member or Dependent;

6.3.2 the Trustees shall estimate and deduct from any contribution to the Fund or debit the Fund with such amount as the Trustees shall think fit in respect of any income or other tax assessed or likely to be assessed in relation to the contribution received from the Fund;

6.3.3 the Trustees may deduct an amount equal to any tax or charges in respect of any payment out of the Fund from such payment as they think proper and the Trustees shall not be liable to any Member or Dependent in respect of any amount so deducted and the Trustees shall only be required to pay the residual amount of the payment; and nothing in this Rule shall prejudice any other rights which the Trustees may have to deduct tax or charges from any payment out of the Fund, or to pay from the Fund any other tax or charges which such payment may incur.

6.4 For the purpose of Rule 6.3 the Trustees may alter, exchange and segregate current pension assets from non-current pension assets and deal with the Fund as different sub-funds, segments or portions and account for them in accordance with these Rules.

FORFEITURE OF BENEFITS

6.5 The Trustees may only forfeit Benefits where such forfeiture is allowed under the Regulations or the Bankruptcy Act 1966.

6.6 Benefits forfeited under Rule 6.5 shall be applied by the Trustees as the Trustees may think fit for the benefit of any such person and the person's Dependents or any one or more of them, provided that where the person is a Member the Trustees shall not make any payment to or for the benefit of the Member or the

Member's Dependents until the Member attains such age as is prescribed in the Regulations, other than for personal maintenance and support in case of hardship. Such application of the benefit shall be a discharge by the Trustees of their obligations in respect of payment.

RIGHTS OF MEMBERS

6.7 No person, whether as a Member or otherwise, shall have any claim, right or interest to or in respect of the Fund or any contributions thereto or any interest therein or any claim upon or against the Trustees except under and in accordance with the provisions of the Rules in these Articles.

6.8 A Member shall be bound by the Rules in these Articles.

6.9 A Member shall not more than once a year, be entitled to receive from the Trustees, on request, a copy of the latest accounts, balance sheet, auditor's report, actuarial report, returns to a Regulator, certificates received from a Regulator and such other information as is required by the Regulations to be provided to a Member.

MEMBERS TO GIVE INFORMATION

6.10 A Member and every person claiming a Benefit ("claimant") shall, from time to time, give the Trustees such documents as they consider are required for the purpose of putting the Rules in these Articles into effect. If any Member or claimant fails to supply all or any of such information then the Trustees may suspend the payment of any Benefits.

6.11 Where information or a document is not furnished within six (6) months of the first request the Benefits payable to or in respect of such Member or claimant may cease or may be transferred in part or in whole in such amounts as shall be determined by the Trustees in their absolute discretion (subject at all times to the provisions of the Regulations) to an Eligible Fund PROVIDED HOWEVER in the case of the information furnished by or in respect of a Member or claimant in any statement submitted to the Trustees being fraudulently incorrect in any material particular such Member's Benefit shall be otherwise dealt with in accordance with the provisions of the Regulations.

NOTICES

6.12 Any notices to be given under these Rules shall be deemed to have been validly given if they were handed to the party to be served or, if posted, duly addressed to the party to be served at the last known address of such party.

POWER OF ATTORNEY

6.13 Each Member hereby irrevocably appoints the Trustees and each of them as the Member's attorney to execute and sign and do all such deeds, instruments and things as the Trustees may consider necessary or desirable in order to carry out and give effect to the Trust Deed or these Rules or the powers vested in the Trustees.

VARIATION OF TRUST DEED & RULES

6.14 The Trustees may, at any time, by oral or written resolution or by instrument in writing amend all or any of the provisions of the Trust Deed and these Rules provided that no reduction of the Accrued Benefit of a Member shall be made as a result of a variation of the Trust Deed or these Rules without the Member's consent in writing, or the consent in writing of the Regulator and the consent in writing of such other persons as is necessary to avoid prejudicing Government Approval of the Fund.

6.15 No amendment to the Trust Deed or the Rules introduced primarily for the purpose of securing exemption or relief from liability for taxation, stamp duty, gift duty, death duty, or any other form of taxation imposed or to be imposed or primarily for the purpose of complying with or conforming to future State or Commonwealth legislation governing or regulating the maintenance or operation of superannuation pension or like funds shall be deemed prejudicially to vary or to affect the Accrued Benefit of a Member.

6.16 No amendment to the Trust Deed or Rules shall be made:

6.16.1 While an individual is a Trustee, to allow the sole or primary purpose of the Fund to be other than the provision of Old-Age Pensions; or

6.16.2 While the sole or primary purpose of the Fund is other than the provision of Old-Age Pensions to allow the Trustees to be other than a Constitutional Corporation.

LAW

6.17 The Fund or any of the provisions thereof shall be governed by and construed according to the law of the State as detailed in the Trust Deed.

SUPERANNUATION SPLITTING LAW

6.18 The Trustees shall only be obliged to comply with any request for information, agreement or order made under the Superannuation Splitting Law to the extent permitted or required by the Regulations.

6.19 The Trustees may impose a fee not exceeding the amount, if any, prescribed by the Regulations for the administrative costs associated with complying with an agreement or order made under the Superannuation Splitting Law and such fee shall be payable by such persons and in such proportions as prescribed by the Regulations. The Trustee may add interest, at a rate the Trustee determines, to any unpaid fee that the Trustee imposes and may debit the interest to a benefit or interest that the relevant Member or person deemed to be a Member has in the Fund.

6.20 Nothing in these Rules shall impose a duty or obligation upon the Trustees to admit as a Member of the Fund any person being a party to an agreement or order made under the Superannuation Splitting Law who is not already a Member of the Fund and the Trustees may transfer any Benefit to which such person is entitled to an Eligible Fund in accordance with the Regulations.

6.21 Notwithstanding anything contained in these Rules, a Benefit payable to a Member or Dependent under these Rules shall be subject to any agreement or order made under the Superannuation Splitting Law applying to that Benefit.

COMPLIANCE WITH REGULATIONS

6.22 This Trust Deed shall be read and construed on the basis that the provisions of the Regulations are incorporated herein to the extent that they impose requirements on the Trustees or are required by the Regulations to be so incorporated but this Trust Deed shall not be so read or construed if to do so would constitute a breach of the power granted by Rules 6.14 to 6.16 inclusive to amend the provisions of this Trust Deed or where provisions of the Regulations may be lawfully excluded and are expressly excluded by these Rules. Where there is any inconsistency between a provision in this Trust Deed and a provision in the Regulations which is so incorporated, the latter shall prevail.

ARTICLE 7 THE ASSETS, EXPENSES & INVESTMENTS

THE ASSETS

7.1 The following property and the property for the time being representing the same and the income thereof shall constitute the assets of the Fund namely;

7.1.1 contributions;

7.1.2 any assets paid or transferred to the Fund,

7.1.3 all profits, accumulations and earnings of the Fund, and

7.1.4 any other moneys received or receivable by the Trustees for the purposes of the Fund.

ASSETS HELD BY TRUSTEES

7.2 The assets of the Fund shall be held by the Trustees upon trust to be applied in accordance with the provisions of these Articles.

EXPENSES OF THE FUND

7.3 All the expenses of operation of the Fund incurred from time to time shall be paid out of the assets of the Fund. Costs of the Fund must be distributed in a fair and reasonable manner as between all Members of the Fund in compliance with the Regulations.

INVESTMENTS IN NAME OF NOMINEE

7.4 Subject to the requirements of the Regulations, any investments may be held in such names including the name of a nominee (whether an individual or a corporation as the Trustees shall from time to time determine).

LOANS TO MEMBERS

7.5 The Trustees shall not make loans, or use the resources of the Fund to give any other financial assistance, to Members or to Related Parties except to the extent permitted in the Regulations or unless the Fund was established before 16 December 1985 and either the Rules of the Fund contained provisions allowing the Trustees to make loans to Members or the Trustees lent money to Members and that lending was not expressly prohibited by the Rules of the Fund.

ACQUIRING ASSETS FROM MEMBERS

7.6 The Trustees will not acquire assets from a Member or from a relative of a Member if such acquisition would contravene the Regulations and prejudice Government Approval of the Fund.

IN-HOUSE ASSETS

7.7 The Trustees shall not invest in any In-house Assets as defined in the Regulations unless such investment can be made without prejudicing Government Approval of the Fund.

INVESTMENTS

7.8 Subject to the provisions of the Regulations and Rules 7.5, 7.6 and 7.7 and provided investments are made on an arm's-length basis, all moneys received by the Trustees but not required to meet current payments may in the absolute discretion of the Trustees either be or remain on deposit or be reinvested either directly or indirectly in any manner in which the Trustees, if they were personally entitled to such assets, could invest without prejudicing Government Approval of the Fund. Without restricting the generality of the foregoing, moneys may be invested:

7.8.1 in any one or more of the modes of investment considered by law to be prudent or authorised by law for the investment of trust funds;

7.8.2 on deposit with or on loan to any bank, company or business whether secured or unsecured and at such rate of interest and upon such terms as the Trustees think fit;

7.8.3 on the purchase or acquisition of or at interest upon the security of such real or personal property of whatsoever nature and wheresoever situate;

7.8.4 in the shares, notes, options, debentures or other securities of any company or the securities of any government, semi-governmental body or public authority;

7.8.5 in options, hedging contracts, futures contracts, derivatives and other financial instruments or contracts;

7.8.6 in an instalment warrant arrangement that satisfies the requirements of the Regulations;

7.8.7 in units of any common fund property trust or unit trust;

7.8.8 in any policies of life insurance or annuities; and

7.8.9 any other investment which the Trustees consider to be appropriate and which is acceptable to the Regulator.

7.9 The Trustees shall have full power to vary, replace and otherwise deal with such investments as fully and effectively and with the same unrestricted powers in all respects as if the Trustees were the absolute and beneficial owners.

ASSETS SPECIFIC TO A MEMBER

7.10 The Trustees, with the agreement of the Member concerned, may invest in or acquire certain identifiable investments or assets for the benefit of any Member and to make a specific investment for the benefit of any Member providing that such investment complies with the investment strategy of the Trustees and shall hold such assets for the specific benefit of the Member concerned and which shall be recorded in the Member's account.

7.11 Notwithstanding anything contained in these Articles, any asset held for the specific benefit of a Member shall be segregated from other assets of the Fund and shall not be transferred out of the Member's account and no other person shall obtain an interest in the asset unless:

7.11.1 the asset is being transferred to the Member as payment of a Benefit in specie to the Member; 7.11.2 the asset is being sold and the proceeds are to be paid to the Member as payment of a Benefit; or

7.11.3 the transfer of the asset does not affect any duty exemption or nominal assessment of duty obtained under the laws of any State or Territory to the transfer of the asset to the Fund when the asset was first acquired by the Trustees.

RESERVE ACCOUNTS

7.12 The Trustees to the extent permitted by the Regulations may establish and maintain the following Reserve Accounts:

7.12.1 a Taxation Reserve (in which is recorded any unpaid or expected taxation liabilities); 7.12.2 an Expense Reserve;

7.12.3 an Investment Reserve;

7.12.4 a Contributions Reserve;

7.12.5 a Miscellaneous Reserve;

7.12.6 an Accumulation Reserve;

7.12.7 a Pension Reserve;

7.12.8 such Reserves or liability accounts as may assist the Trustees to identify the value of assets that may be exchanged or segregated as either current pension assets, non-current pension assets or that are dealt with as a different sub-fund, segment or partition; and

7.12.9 such other Reserves and accounts as the Trustees consider appropriate from time to time; and the Trustees may transfer any amount from the income of the Fund including contributions for any Member to any one or more of the Reserves and vice versa and between the Reserves so established as they consider appropriate and which is acceptable to the Regulators.

PENSION RESERVE

7.13 Based on the advice of an actuary, the Trustees may credit a Pension Reserve with:

7.13.1 contributions for a Member to fund a Complying Pension including any contributions which exceed the Members maximum contribution limit in a Financial Year as determined by the Regulations;

7.13.2 transfers from an Eligible Fund under Rule 2.7;

7.13.3 allocations of income and profit of the Fund pursuant to paragraphs 1 and 2 of Schedule 1; 7.13.4 allocations made from time to time by the Trustees from the Accumulation Reserve;

7.13.5 proceeds of policies of insurance effected to provide benefits on the death or disablement of the Member;

7.13.6 transfers from the Members Accrued Benefit or any of the Reserves where the Trustees determine that an anticipated Members Complying Pension requires further funding; and

7.13.7 such other amounts as the Trustees may determine be properly credited to a Pension Reserve in respect of a Member; and shall debit a Pension Reserve with:

7.13.8 amounts paid by way of Benefits in respect of a Member;

7.13.9 transfers to a Members Accrued Benefit or any of the Reserve Accounts where the Trustees determine that an anticipated Members Complying Pension is over-funded;

7.13.10 amounts debited to pay premiums on policies of insurance effected to provide benefits to Members;

7.13.11 amounts debited to pay any tax and other expenses, or amounts to provide for them;

7.13.12 any part of an amount transferred to an Eligible Fund in respect of the Member pursuant to Rule 2.8 or Rule 2.10 which the Trustees have determined shall be debited to Pension Reserve; and

7.13.13 any other amount which shall be debited for the purposes of these Rules;
PROVIDED THAT the transfer, payment or provision is in accordance with the Regulations and the amounts credited are not a minimum benefit.

ACCUMULATION RESERVE

7.14 The Trustees may credit an Accumulation Reserve with:

7.14.1 transfers of any balance remaining of any Members Accrued Benefit after all Benefits have been paid to a Member or is otherwise satisfied in full;

7.14.2 transfers from a Members Accrued Benefit where the Trustees consider that it is in the interests of the Member to do so;

7.14.3 allocations of income and profit of the Fund pursuant to paragraphs 1 and 2 of Schedule 1;

7.14.4 transfers from a Pension Reserve where the Trustees determine that an anticipated Members Complying Pension is over-funded;

7.14.5 the value of any Benefit covered by Rule 5.9; 7.14.6 the value of any Benefit covered by Rule 6.5; and

7.14.7 such other amounts as the Trustees may determine be properly credited to the Accumulation Reserve in respect of a Member; and shall debit an Accumulation Reserve with:

7.14.8 transfers to a Members Accrued Benefit as determined by the Trustees from time to time;

7.14.9 transfers to a Pension Reserve where the Trustees determine that an anticipated Members Complying Pension requires further funding

7.14.10 amounts debited to pay any tax and other expenses, or amounts to provide for them;

7.14.11 any part of an amount transferred to an Eligible Fund in respect of the Member pursuant to Rule 2.8 or Rule 2.10 which the Trustees have determined shall be debited to an Accumulation Reserve; and

7.14.12 any other amount which shall be debited for the purposes of these Rules; PROVIDED THAT the transfer, payment or provision is in accordance with the Regulations and actuarial advice.

ARTICLE 8 RECORDS, ACCOUNTS AND REPORTS RECORDS

8.1 The Trustees shall keep or cause to be kept:

8.1.1 such accounting records as correctly record and explain the transactions and financial position of the Fund, including a complete record of the income and expenditure of the Fund, personal details of the Members of the Fund including a record of their Benefit entitlements, details of any orders or agreements made under the Superannuation Splitting Law and all other matters essential for the working of the Fund; and

8.1.2 all such records in writing in the English language in Australia for the period specified in the Regulations.

ACCOUNTS

8.2 The Trustees shall at the end of each Financial Year prepare a statement of financial position of the Fund and an operating statement for the Fund or alternatively such accounts and statements as are provided for in the Regulations.

AUDIT

8.3 The Trustees shall appoint an Auditor to the Fund in accordance with the Regulations to audit the accounts and records of the Fund and to:

8.3.1 report in writing to the Trustees the result of such audit; and

8.3.2 to certify to the Trustees whether the Fund complies with the Regulations.

ACTUARIAL REVIEW

8.4 The Trustees shall when required by the Regulations or when the Trustees determine appoint an actuary to make such enquiries and investigations as they may determine and to report in writing to the Trustees.

ANNUAL RETURNS

8.5 The Trustees shall, at the end of each Financial Year, give to the Regulator:

8.5.1 a return, in the approved form, containing such information as is required by that form in relation to the

Fund in respect of that year of income;

8.5.2 a certificate, in the approved form, by the Trustees in relation to the Fund in respect of that year of income; and

8.5.3 a certificate given to the Trustees by the Auditor in relation to the Fund in respect of that year of income.

REPORTS ON SIGNIFICANT EVENTS

8.6 The Trustees shall give every Member information and details concerning any significant event that the Trustees reasonably believe a Member would reasonably need to understand the nature, purpose and effect of the event. The Trustees shall give the necessary information to the Member before, or as soon as practicable after the occurrence of the significant event but, in any case, no later than three months after the occurrence of the event.

8.7 Significant events requiring the Trustees to notify the Members include:

8.7.1 A change to the Rules of the Fund adversely affecting the Member's Benefits in any way;

8.7.2 A change to the Member's category of membership;

8.7.3 A transfer of the Member's benefit to another fund;

8.7.4 The receipt by the Trustees of a notice of non-compliance.

8.8 In the event of the receipt of a notice of non-compliance the Trustees shall give to every Member:

8.8.1 A statement of the circumstances that gave rise to the notice;

8.8.2 A statement of the effect of the notice on the Fund and its taxation position;

8.8.3 Details of the action to be taken to return the Fund to complying status; and

8.8.4 Any information that the Regulator directs to be given to the Members.

8.9 The Trustees shall give to the Regulator notice of changes to the Fund that the Trustees must

give to the Regulator in accordance with the Regulations in such form and in such manner as specified in the Regulations.

RECEIVING OF INFORMATION ON REQUEST

8.10 The Trustees shall make available to any Member and any person entitled, who makes a written request to the Trustees, any information or copies of any documents that the Member and any person entitled could reasonably require to understand the Member's benefit entitlements under the Fund, the main features of the Fund, the investment performance of the Fund and any other matter referred to in the Regulations. If not prohibited by the Regulations, the Trustees may charge a fee for the provision of information requested by a Member and any other person.

8.11 The Trustees shall specifically make available copies of the Rules, the audited accounts, the auditor's report, and advice to the extent they are relevant to the financial condition of the Fund and the person's entitlements and the latest Member Fund Report.

8.12 The Trustees shall not make available to a Member any information that is confidential to the Fund, other Members of the Fund and other persons provided that the Regulations allow the Trustees to keep such information confidential.

8.13 Where the Trustees would otherwise be required to provide a Product Disclosure Statement under the requirements of the Corporations Act 2001 the Trustees shall provide access to any Member, or any person applying to become a Member, to any information that a Product Disclosure Statement would otherwise be required to contain.

MEMBER BENEFIT STATEMENTS

8.14 As soon as practicable, after the end of each Financial Year, the Trustees shall give each Member a written statement detailing such information as the Trustees reasonably believe a Member reasonably needs to understand the Member's benefit entitlements in the Fund and such information as is required by the Regulations.

MEMBER FUND REPORT

8.15 As soon as practicable after the end of each Financial Year, the Trustees shall give each Member a written report on the financial affairs of the Fund showing such details as the Trustees reasonably believe a Member would reasonably need to understand the management, the financial condition and the investment performance of the Fund and such information as is required by the Regulations.

MEMBER LEAVING STATEMENT

8.16 The Trustees shall give a person, as soon as practicable after becoming aware that the Person has ceased to be a Member of the Fund, a statement detailing such information as the Trustees reasonably believe the Person reasonably needs to understand the Member's benefit entitlements from the Fund and such information as is required by the Regulations.

ARTICLE 9 TRUSTEES

TRUSTEES STRUCTURE

9.1 The Trustee of the Fund shall be a Constitutional Corporation if the Sole or Primary purpose of the Fund is other than the provision of Old-Age Pensions.

APPOINTMENT OF TRUSTEES

9.2 The Trustees shall take such action as they consider necessary and appropriate to ensure that the Trustees are constituted in a manner which complies with the Regulations including action relating to constitution or governing rules of a Trustee which is a Constitutional Corporation and the eligibility, appointment, replacement, representation, removal and composition of Trustees and the board of directors of a Trustee which is a Constitutional Corporation.

9.3 A person shall only be appointed as a Trustee or a director of a corporate Trustee if that person consents in writing to the appointment. Each Trustee or a director of a corporate Trustee shall complete such other declarations, forms or notices regarding appointment as required under the Regulations. Each written consent, declaration, form or notice shall be retained by the Trustees for 10 years or such other period required by the Regulations.

9.4 The Trustees may be appointed, removed or replaced with the agreement of at least two-thirds of the Members except where there are only two Members in which case unanimous agreement is required and where there is a deadlock each individual Member's vote shall be weighted in relation to the value of the member's interest or entitlement in the Fund.

RETIREMENT OF TRUSTEES

9.5 A Trustee for the time being must retire or ceases to hold that office if:

9.5.1 being an individual Trustee, the person dies or becomes bankrupt or legally incompetent;

9.5.2 the Trustee resigns by notice in writing to the Members and the other Trustees, if any;

9.5.3 the Trustee is removed by the Members pursuant to Rule 9.4;

9.5.4 the Trustee is suspended or removed by the Regulator pursuant to the Regulations;

9.5.5 being a Constitutional Corporation, the Trustee is placed into receivership or liquidation whether compulsory or voluntary;

9.5.6 the Trustee is a disqualified person pursuant to the Regulations.

9.5.7 subject to the Regulations, complying status of the Fund would be jeopardised or altered unless the Trustee ceased to act in that role; or

9.5.8 where the Trustee is required by the Regulations to establish a procedure for the removal of Trustees, the Trustee is removed by such procedure.

VACANCY

9.6 Any vacancy in the office of Trustee or the board of directors of a Constitutional Corporation holding the office of Trustee shall be filled within such period as and when required by the Regulations but until and unless the vacancy is filled, the continuing Trustees or the board of directors may exercise any of the powers, authorities and discretions conferred on the Trustees under the Deed provided that where there is at least two continuing Trustees or one continuing director there shall be no obligation to fill any vacancy unless required by the Regulations.

9.7 Notwithstanding anything contained in Rule 9.6 and without limiting the power to remove a Trustee under Rule 9.4, where a Trustee being an individual dies or is under a legal disability, the legal personal representative of the Trustee shall to the extent permitted by the Regulations replace that Trustee and where a Trustee is a Constitutional Corporation, the Trustee shall ensure that the constitution or governing rules of the Constitutional Corporation provide that a director of the Constitutional Corporation who dies or is under a legal disability shall to the extent permitted by the Regulations be replaced as a director of the Constitutional Corporation by the legal personal representative of that director. This sub-Rule shall not apply to any individual Trustee or a director of a Constitutional Corporation who is not also a Member of the Fund.

TRANSFER OF ASSETS

9.8 Upon a change of Trustees the retiring Trustee shall execute all transfers, deeds or other documents necessary to transfer investments or moneys into the name of the new Trustees.

COVENANTS GIVEN BY THE TRUSTEES

9.9 The Trustees give the following covenants:

9.9.1 to act honestly in all matters concerning the Fund;

- 9.9.2 to exercise, in relation to all matters affecting the Fund, the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another for whom the person felt morally bound to provide;
- 9.9.3 to ensure that the Trustee's duties and powers are performed and exercised in the best interests of the beneficiaries;
- 9.9.4 to keep the money and other assets of the Fund separate from any money and assets, respectively:
- 9.9.4.1 that are held by the Trustees personally; or
- 9.9.4.2 that are money or assets, as the case may be, of an Employer or an associate of an Employer;
- 9.9.5 not to enter into any contract, or do anything else, that would prevent the Trustees from, or hinder the Trustees in, properly performing or exercising the Trustee's functions and powers;
- 9.9.6 to formulate and give effect to an investment strategy that has regard to the whole of the circumstances of the Fund including, but not limited to, the following:
- 9.9.6.1 the risk involved in making, holding and realising, and the likely return from the Fund's investments having regard to its objectives and its expected cash flow requirements;
- 9.9.6.2 the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;
- 9.9.6.3 the liquidity of the Fund's investments having regard to its expected cash flow requirements;
- 9.9.6.4 the ability of the Fund to discharge its existing and prospective liabilities;
- 9.9.7 if there are any Reserve Accounts of the Fund - to formulate and to give effect to a strategy for their prudential management, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;
- 9.9.8 to allow a Member access to any prescribed information or any prescribed documents.

POWERS OF TRUSTEES

- 9.10 Without prejudice to the powers vested in the Trustees by the Trust Deed and the Rules or otherwise the Trustees shall have the following powers, that is to say, power:
- 9.10.1 to purchase, take on lease or licence, develop, construct, hold, improve, sell, transfer, convey, surrender, licence, lease or otherwise deal with real or personal property and, without limiting the generality of this sub-rule, to develop any commercial or retail premises and hold or sell, convey, surrender, lease or licence such premises on such terms and conditions as they shall think fit;
- 9.10.2 to appoint and at their discretion remove or suspend the auditor, actuary, investment managers, investment advisers, custodian, managers, secretaries, clerks, agents and other servants, appoint them for permanent, temporary or special services as they from time to time think fit, determine their powers and duties and fix their salaries or emoluments and require security in such instances and to such amount as they may think fit and any person so employed shall be deemed for the purposes of the Rules to be employed by the Trustees;
- 9.10.3 to institute, conduct, defend, compound or abandon any legal proceedings by or against the Fund or its officers or otherwise concerning the affairs of the Fund and also to compound and allow time for payments or satisfaction of any debts due and of any claims or demands by or against the Fund;
- 9.10.4 to refer any claims or demands by or against the Fund to arbitration and observe and perform the awards;
- 9.10.5 to make and give receipts, releases and other discharges for money payable to the Fund and for the claims and demands of the Fund;
- 9.10.6 to open bank accounts and to retain on current or deposit account at any bank such moneys as it considers proper and to make regulations for the operation of such bank accounts including the signing and endorsing of cheques in connection therewith;

- 9.10.7 to determine who shall be entitled to sign on the Fund's behalf, receipts, acceptances, endorsements, releases, contracts and documents;
- 9.10.8 to pay benefits out of the Fund to persons entitled;
- 9.10.9 to decide as and when the need shall arise who are Dependents for the purposes of the Rules;
- 9.10.10 in case of mental or physical ill-health, or incapacity of a person entitled to benefits to pay or apply such benefits or any part thereof at their discretion to or for the benefit of such person and the Dependents of such person or any of them as the case may be without being responsible for seeing the application of payments under this sub-clause or payments made in the exercise of any other powers vested in the Trustees by the Trust Deed and the Rules;
- 9.10.11 to borrow or raise any financial accommodation including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument for the purposes permitted by the Regulations (including for the purpose of investing in an instalment warrant arrangement as permitted by Rule 7.8.6 of these Rules) and secure the borrowing or financial accommodation in such a manner and upon such terms and conditions and at such rate of interest as the Trustees determine and in particular, by assigning, pledging, charging or mortgaging all or any of the assets of the Fund
- 9.10.12 to elect that the Fund become a Regulated Superannuation Fund;
- 9.10.13 to act on a direction given by a Court or the Regulator;
- 9.10.14 to comply with the covenants of Trustees imposed by the Superannuation Industry (Supervision) Act 1993 (Commonwealth);
- 9.10.15 to delegate in writing the exercise of all or any of the powers or discretionary authorities hereby conferred on the Trustees and to execute any powers of attorney or other instruments necessary to effect such a delegation;
- 9.10.16 to provide indemnities to or on behalf of any person the Trustees see fit;
- 9.10.17 to appoint a custodian to hold assets of the Fund on such terms and conditions as the Trustees deem fit including the power to execute any deed creating a bare trust or such other form of trust permitted by the Regulations to give effect to the power to invest in an instalment warrant arrangement as permitted by Rule 7.8.6 of these Rules; and
- 9.10.18 to do those things permitted or required by the Regulations. **DUTIES OF TRUSTEES**

9.11 The Trustees must:

- 9.11.1 ensure that any agreement made with an investment manager under which money of the Fund is placed in the control of the investment manager, is in writing and contains provisions which comply with the Regulations, including adequate provision to enable the Trustees to obtain information concerning the making of, and return on, the investments and to assess the capability of the investment manager.
- 9.11.2 keep and retain for at least 10 years minutes of all meetings of the Trustees at which matters affecting the Fund were considered.
- 9.11.3 keep and retain for at least 10 years records of all changes of trustees and, in the case of corporate trustees, directors of the corporate trustees.
- 9.11.4 keep and retain for at least 10 years copies of reports given in the same form to all Members of the Fund.
- 9.11.5 within the time, if any, specified in the Regulations give written notice to the Regulator of any event or change having a significant adverse effect on the financial position of the Fund or any other event or change specified by the Regulations requiring written notice be given to the Regulator.
- 9.11.6 establish a procedure for the appointment and removal of member representatives to the board of directors of the Trustee, if the Trustee of the Fund is a Constitutional Corporation and it is necessary for Government Approval of the Fund.

INDEMNITY TO TRUSTEES

9.12 The Trustees and each person thereof in the case of a group of persons shall, unless prohibited by any law or court of competent jurisdiction, be indemnified out of the Fund against

all liabilities incurred by them through any act or omission in the exercise of the powers, duties and discretions under the Trust Deed and the Rules or in the bona fide intended or purported exercise of their duties under the Trust Deed and the Rules and shall, unless prohibited by the Regulations have a lien on the Fund for such indemnity. The Trustees shall not be liable for any act or default done or omitted to be done in the exercise of their powers, duties and discretions or for any loss or expenses incurred by the Fund through the insufficiency or deficiency of any security in or upon which any of the moneys of the Fund shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any moneys or securities shall be deposited or for any other loss, damage or misfortune whatsoever except where the

Trustees fail to act honestly in a matter concerning the Fund, where the Trustees intentionally or recklessly fail to exercise, in relation to a matter affecting the Fund, the degree of care and diligence that the Trustees were required to exercise or where the Trustees are liable for monetary penalty under a civil penalty order.

9.13 For the purposes of the Trust Deed and the Rules the Trustees shall be entitled to regard a discretion, instruction or other written authorisation signed by a Member as a valid discretion, instruction or other written authorisation of the Member.

DISCRETIONS

9.14 The Trustees in the exercise of the powers, authorities and discretions hereby vested in them shall have an absolute and uncontrolled discretion and may exercise or enforce all or any of such powers, authorities and discretions from time to time and at any time or may refrain from exercising all or any of such powers, authorities and discretions from time to time or at all and their decision as to the interpretation and effect of the Trust Deed and Rules shall be final, provided that the Trustees shall not discriminate against any person in a way which infringes any law of a Commonwealth or of a State or Territory that is applicable to the Fund, in respect of discrimination.

9.15 The Trustees or any director, employee, delegate, agent or other officer of the Trustees may be involved in the exercise of all powers, authorities and discretions conferred on the Trustees notwithstanding that they may have a conflict of interest or duty.

9.16 The Trustees may exercise or concur in exercising all of the powers and discretions contained in the Trust Deed and Rules or otherwise conferred by law notwithstanding that the Trustees or any person being an individual trustee of the Fund or any person being a director or shareholder of a corporate trustee of the Fund has or may have a direct personal interest (whether as trustee of any other trust or settlement or in his personal capacity or as a director or shareholder or member or partner of any company or partnership or as a unitholder in any unit trust or beneficiary of any discretionary trust or otherwise however) in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee may be a sole Trustee.

DELEGATION

9.17 The Trustees may delegate any of their powers, authorities and discretions vested in them (including the power of delegation) to any person in such manner and upon such terms and conditions as they think fit if the delegation is in accordance with the Regulations and may vary or revoke any delegation in such manner and terms as they see fit. The Trustees may exercise any power, authority or discretion in conjunction with or to the temporary or permanent exclusion of a delegate.

MANNER OF EXERCISE BY TRUSTEES OF DISCRETIONS, POWERS, ETC.

9.18 Where the Trustees consist of more than one person they:

9.18.1 may meet together in person, by telephone and/or by video conference facilities for the dispatch of business;

9.18.2 may adjourn and otherwise regulate their meetings as they think fit;

9.18.3 may determine the quorum necessary for the transaction of business;

9.18.4 shall appoint a chairman for the time being, from time to time or of each meeting, and

9.18.5 may act by a majority of two thirds of the total number of Trustees except where there is a total of two individual Trustees in which case unanimous approval is required and where there is deadlock each individual Trustees vote shall be weighted in relation to the value of their interest or entitlement in the Fund.

9.19 Where the Trustees consist of more than one person, a resolution in writing, signed by all the Trustees for the time being, shall be as valid and effectual as if it had been passed by a two thirds majority vote at a meeting of the Trustees duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Trustees.

9.20 Any minutes or resolutions so entered that purport to be signed as provided in Rules 9.18 and 9.19 shall be evidence of the proceedings or of the exercise of the discretion, authority or power to which it relates, as the case may be. When minutes or resolutions have been so entered and signed, then, until the contrary is proved:

9.20.1 the meeting (if any) shall be deemed to have been duly held and convened; 9.20.2 all proceedings had at any such meeting shall be deemed to have been duly had;

9.20.3 all determinations or decisions made at any meeting shall be deemed to be valid; and

9.20.4 where the minute or resolution does not relate to a meeting, the discretion, authority or power to which the minute or resolution relates shall be deemed to have been duly exercised.

9.21 If the Trustee is a Constitutional Corporation then such Constitutional Corporation may exercise or concur in exercising any discretion or power conferred on the Trustees by the Trust Deed to which these Rules are an annexure or by these Rules by a resolution of its directors or governing body in accordance with the company's Constitution, Memorandum and Articles of Association or other constituent document and may delegate the rights and powers conferred on it by the Trust Deed to which these Rules are an annexure or by these Rules.

NO REMUNERATION

9.22 The Trustees shall not be entitled to remuneration except to the extent permitted by the Regulations.

ARTICLE 10 WINDING UP

TERMINATION OF FUND

10.1 If it shall, at any time, appear to the Trustees, for such reasons as they shall think fit, appropriate so to do or if required by the Regulations then the Fund shall be terminated and the Trustees shall determine a termination date. In any event, if required by law the Fund shall be terminated on the eightieth anniversary of the Date of the Trust Deed or such later date as permitted by law.

10.2 Upon the termination of the Fund in accordance with Rule 10.1, no further contributions shall be accepted by the Trustees other than any arrears of contributions already due, which shall be called in immediately.

10.3 Subject to any requirement of the Regulations including any requirements relating to the preservation of Benefits, as from the termination date, the assets of the Fund shall, after provision is made for all expenses and liabilities of the Fund, be held in trust and applied in the following priority:

10.3.1 in payment of benefits which on or before the termination date have become payable to Members or Dependents or legal personal representatives of deceased Members but not paid;

10.3.2 in payment or transfer of a Member's Accrued Benefit (but not including any amount that has not vested unless the Trustees determine that such amount shall vest) or entitlements to the Pension Reserve in accordance with these Rules;

10.3.3 in payment of any surplus to Members, former Members, Dependents of Members and former Members, or legal personal representatives of Members, former Members or Dependents in proportions the Trustees in their discretion determine is appropriate.

10.4 Where a Member dies before receiving a Benefit to which the Member has become entitled pursuant to Rule

10.3 such Benefit shall be paid in accordance with Rule 5.9.

ARTICLE 11 SAVING PROVISIONS

11.1 If a provision of the Deed or Rules would otherwise be wholly or partly invalid because it:

11.1.1 subjects the Trustees to direction by another person; or

11.1.2 permits a person to exercise a discretion without the consent of the Trustees, then the Trustees' consent is required for the giving of the direction or exercise of the discretion.

ARTICLE 12 COMPLIANCE WITH THE REGULATIONS

12.1 Notwithstanding anything to the contrary contained within these Rules, the Trustees may do anything that is allowed by or under the Regulations from time to time and must not do anything that is prohibited by the Regulations from time to time or anything that will jeopardise or alter the complying status of the Fund

where the Trustees have made an election to be regulated as a self-managed superannuation fund.

12.2 This Rule is paramount and it shall prevail over any inconsistent Rule herein.

SCHEDULE 1

1 The Accumulated Contributions in respect of each Member shall be determined at the end of each Financial Year as follows:

1.1 To the Accumulated Contributions in respect of the Member at the beginning of the Financial Year there shall be added:

1.1.1 contributions made in respect of the Member during the Financial Year; and

1.1.2 the proceeds of any Individual Policies in respect of the Member of the kind referred to in paragraph 1.1.5 below;

1.1.3 the income derived from any assets held in respect of the Member in accordance with Rule 7.10 and which are deemed by the Trustees to have been secured with monies debited to the Member's Accumulated Contributions as referred to in paragraph 1.1.6 below;

1.1.4 Splittable Contributions transferred or allocated to a Member which the Trustees have determined shall be credited to the Members Accumulated Contributions; and

1.1.5 amounts credited to the Member out of the Reserve Account; and there shall be subtracted:

1.1.6 premiums paid during the Financial Year under any Individual Policy in respect of the Member which the Trustees have determined shall be funded out of Member contributions, and

1.1.7 amounts paid during the Financial Year to secure assets specific to the Member in accordance with Rule 7.10 and which the Trustees have determined shall be funded out of the Member's Accumulated Contributions; and

1.1.8 Benefits paid in respect of the Member during the Financial Year;

1.1.9 Splittable Contributions transferred or allocated from the Member to another Member or an Eligible Fund which the Trustees have determined shall be debited to the Members Accumulated Contributions;

1.1.10 any amounts by way of tax and expenses which are or may become payable and which the Trustees consider proper to be deducted from the Member's Accumulated Contributions; and

1.1.11 any other amounts that the Trustees are required to deduct in accordance with the Regulations.

1.2 The profit for the Financial Year shall be determined by deducting from the net assets of the Fund, as shown in the balance sheet at the end of the Financial Year, the total value of any individual Policies, the total value of any assets held in respect of specific Members in accordance with Rule 7.10, the total of the amounts determined under paragraph 1.1 above for all Members, any amount in the Reserve Accounts and such other amounts credited to Members in accordance with paragraph 2.3 below.

1.3 The profit for the Financial Year shall, after deducting any amount that the Trustees determine to allocate to the Reserve Accounts, be allocated to each Member's Accumulated Contributions in one of the following ways, as the Trustees shall determine:

1.3.1 in proportion to the Member's Accumulated Contributions as at the beginning of the Financial Year;

1.3.2 in proportion to the amount determined under paragraph 1.1; or

1.3.3 in proportion to the amount determined under paragraph 1.1 above but with allowance being made, on such basis as the Trustees may determine, for the time during the Financial Year at which each item required to be added or subtracted under paragraph 1.1 was received or paid.

2 The Accrued Benefit in respect of a Member shall be determined as follows:

2.1 The Member's Accumulated Contributions at the beginning of the Financial Year shall be increased and decreased in the manner indicated in paragraph 1.1 above.

2.2 To the amount determined under paragraph 2.1 above, shall be added an amount representing a share of the profit for the Financial Year to date. This share will be determined by the Trustees and will be calculated as a proportion of the profit allocated to the Member's Accumulated Contributions at the end of the previous Financial Year in accordance with paragraph 1.3 above but with such allowance as the Trustees think fit having regard to:

2.2.1 the growth in the Members Accumulated Contributions;

2.2.2 the property held on behalf of a Member and the income earned from that property;

- 2.2.3 the balance of any Reserve Accounts;
- 2.2.4 the length of time since the beginning of the Financial Year;
- 2.2.5 length of membership;
- 2.2.6 investment strategies;
- 2.2.7 any actuarial advice;
- 2.2.8 the exchange and segregation of any Fund assets set aside to meet current pension liabilities or for other Fund purposes and the extent to which profit is attributable to those assets; and
- 2.2.9 and any particularly adverse or favourable circumstances known to the Trustees.;

2.3 To the amount determined under paragraphs 2.1 and 2.2 above, provided they have not already been added to or deducted from the Member's Accumulated Contributions under the provisions of paragraph 2.1 above, as the case may be:

2.3.1 shall be added:

2.3.1.1 the value of any Individual Policy or Assets held in respect of the Member in accordance with Rule 7.10;

2.3.1.2 any part of an amount transferred from an Eligible Fund in respect of the Member pursuant to Rule 2.7 which the Trustees have determined shall be credited to the Members Accrued Benefit;

2.3.1.3 any other amount which shall be credited for the purposes of these Rules or required by the Regulations;

2.3.2 shall be subtracted:

2.3.2.1 any part of an amount transferred to an Eligible Fund in respect of the Member pursuant to Rule 2.8 or Rule 2.10 which the Trustees have determined shall be debited to the Members Accrued Benefit;

2.3.2.2 any other amount which shall be debited for the purposes of these Rules or required by the Regulations;

2.4 In determining the share of profit from property under paragraph 2.2.2 above, attributing profit to assets set aside to meet current pension liabilities of the Fund or for other purposes of the Fund for the purposes of paragraph 2.2.8 above or identifying value to be credited to reserves or liability accounts established in accordance with Rule 7.12.8, the Trustees may determine that any debit, credit or adjustment to an Accrued Benefit, Reserve Account or account that impacts on a Members Accrued Benefit, Reserve Accounts or accounts, expenses or financial position of the Fund is to be included or excluded as the case may be at the discretion of the Trustees from such determination, attribution or identification and the Trustees shall not be bound to either explain or give reasons unless required by the Regulations.

THE BYRNE & SINGH SUPERANNUATION FUND

TRUST DEED



Tel: 1800 730 491

**Melbourne Head Office:
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THIS DEED POLL is made on..... 18 January, 2013

BY:BYRNE & SINGH PTY LTD ACN: 161 998 027
of : 1142 RIPLEY RD SOUTH RIPLEY QLD 4306 Australia hereby known as "the Trustee"

RECITALS:

A The Trustee establishes the superannuation fund known as THE BYRNE & SINGH SUPERANNUATION FUND on execution of this Deed, in accordance with this Deed as a self managed superannuation fund with the flexibility of becoming another type of superannuation fund.

B The Trustee has agreed to act as trustee of the Fund and will hold the Fund's property on trust in accordance with this Deed and the attached governing rules ('Governing Rules').

C Subject to rule 1, the purpose of the Fund is to provide superannuation benefits to Members, and in the event of their death, for their Dependents and to act for any other purposes as permitted from time to time under the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation Industry (Supervision) Regulations 1994 (Cth).

D The Trustee desires to maintain the Fund as a complying superannuation fund under the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth)

NOW THIS DEED WITNESSES as follows:

1. a. The Trustees include the Trustees for the time being of this Deed.
b. The Rules means the Rules set forth in the attachments hereto as amended from time to time as therein provided.
2. The Fund shall come into operation on the Commencement Date shown in the Rules.
3. The assets of the Fund shall be vested in the Trustee upon trust to apply the same in the manner set forth in the Rules. The Trustees shall manage and administer the Fund in all respects according to the Rules.
4. The power of appointing new Trustees shall be as provided in and subject to the Rules and the Trustees may be appointed or removed in the manner provided for in the Rules.
5. The provisions of this Deed may be amended in the manner set out in the Rules.
6. This Deed and the Rules shall be governed by and construed in accordance with the law of Victoria

EXECUTED AS A DEED:

Executed by BYRNE & SINGH PTY LTD
ACN: 161 998 027
of : 1142 RIPLEY RD
SOUTH RIPLEY
QLD 4306 Australia

by being signed by the persons authorised
to sign for the company


.....
BELINDA ANNE BYRNE


.....
WAYNE BRADLEY SINGH

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THE RULES

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

DEFINITIONS

1.1 In the Trust Deed to which these Rules are an annexure and in these Rules the meaning of terms and expressions shall have the meaning given to them by the Regulations unless the context indicates otherwise. The following words and expressions shall have the following meaning:

1.1.1 Accumulated Contributions means the total of contributions made to the Fund accumulated in accordance with Schedule 1 paragraph 1.1 hereto.

1.1.2 Accrued Benefit means the amount determined in accordance with Schedule 1 paragraph 2 herein.

1.1.3 Ancillary Benefits means the Benefits with minimum conditions of release and/or cashing restrictions permitted by the Regulations:

1.1.3.1 on severe financial hardship as approved by the Trustees or Regulator, 1.1.3.2 on compassionate grounds as approved by the Trustees or Regulator;

1.1.3.3 when the Member is no longer in Gainful Employment and the Members benefit is a Restricted Non-Preserved Benefit under the Regulations;

1.1.3.4 when the Benefit is an Unrestricted Non-Preserved Benefit under the Regulations;

1.1.3.5 on the Temporary Disablement of the Member where the Benefit is paid in accordance with the Regulations;

1.1.3.6 any other type of Benefit approved under the Regulations; or

1.1.3.7 any other Benefit provided for the other ancillary purposes approved by the Regulations or the Regulator.

1.1.4 Asset Test Exempt Pension means a Pension Benefit that is exempt from or excluded from the assets test in whole or part under the Social Security Act 1991 or the Veteran Affairs Entitlement Act 1986 (and any applicable regulations).

1.1.5 Benefit means any benefit payable in respect of the Members membership of the Fund pursuant to the Rules and the Regulations but does not include any amount standing to the credit of a Member which unless required by the Regulations to be vested is not fully vested until the Trustees exercise a discretion to fully vest the whole or part of such unvested amount.

1.1.6 Commencement Date means the date that is the later of:

1.1.6.1 The date upon which the Deed was executed; or

1.1.6.2 The date upon which the first contribution of monies were received by the Fund on behalf of any Member of the fund; or

1.1.6.3 The date, if any, specified in the Deed as the Commencement Date.

1.1.7 Complying Superannuation Fund means in relation to a year of income a fund which is a complying superannuation fund in accordance with the Regulations.

1.1.8 Constitutional Corporation means a body corporate that is either a trading corporation or a financial corporation, formed within the limits of the Commonwealth (within the meaning of paragraph 51(xx) of the Commonwealth of Australia Constitution Act).

1.1.9 Contributor means any person permitted by the Regulations to make a contribution to the Fund (which may be money, securities or other property) for the benefit of one or more Members.

1.1.10 Dependents means the Spouse and children of a Member (including any step-child, any exnuptial, any

adopted child and any child of the Member born within 10 months after the death of the Member), any person in an interdependency relationship with the Member or any other person whom the Trustees determines for the purposes of the Regulations to be a Dependent of that Member at the relevant time (being in the case of a deceased person the date of that person's death) and any other person permitted by the Regulations to be considered a Dependent.

1.1.11 Designated Beneficiary means any Dependent specified by a Member to the Trustees in accordance with Rule 5.6.

1.1.12 Eligible Fund means an Australian Superannuation Fund, Foreign Superannuation Fund approved deposit fund, Eligible Rollover Fund, retirement savings account, small accounts holding reserve or other approved fund including a pension fund or annuity arrangement which can accept from the Fund a transfer of assets of the Fund or is authorised or permitted to transfer assets to the Fund in a manner not prohibited by the Regulations.

1.1.13 Eligible Person means a person who can, under the Regulations, become a Member.

1.1.14 Employer means any person, partnership, incorporated body or organisation who makes contributions to the fund and includes any person, partnership, incorporated body or organisation from whom a Member may receive salary or wages.

1.1.15 Financial Year means a period of twelve calendar months ending on the last day of June or such other date as the Trustees may be permitted to determine.

1.1.16 Fund means the superannuation fund constituted by the Trust Deed to which these Rules are an annexure.

1.1.17 Gainful Employment means in relation to a Member, engagement in any business, trade, profession, vocation, calling, occupation or employment for gain or reward to the extent required pursuant to the provisions of the Regulations.

1.1.18 Government Approval means such approval of a Regulator, or other person, appointed by the Australian Government or such compliance with the Regulations (whether or not the approval of that Regulator or other person has been given to the Trustees in relation to such compliance) as may be required to ensure that the fund is regarded as a bona fide superannuation fund and qualifies for the maximum taxation concessions.

1.1.19 Individual Policy, in relation to a Member, means a life insurance policy or an interest in a group life insurance policy which the Trustees have nominated as being held specifically for the purpose of providing Benefits in respect of that Member.

1.1.20 Member means a person who has met all the requirements of the Fund and been admitted to Membership of the Fund as provided in Rule 2 hereto.

1.1.21 Old-Age Pensions has the same meaning as that in paragraph 51 (xxiii) of the Commonwealth of Australia Constitution Act.

1.1.22 Pension means an annuity or pension contemplated by the Regulations.

1.1.23 Permanent Disablement in relation to a Member has the same meaning as that contained in any insurance policy effected to cover Permanent Disablement of the Member and in force at the time of the disablement or where there is no such insurance policy means ill-health which, in the opinion of the Trustees, renders a Member unlikely to engage in Gainful Employment for which the Member is reasonably qualified by

education, training or experience or any other circumstances which are acceptable to the Trustees and which are acceptable to the Regulator. Permanently Disabled and Permanent Disability shall each have a corresponding meaning. Every question as to Permanent Disablement shall be decided by the Trustees after receipt of any relevant information and reports by such registered medical practitioners approved by the Trustees as they consider appropriate, and having regard to any requirements for Government Approval of the Fund and of any insurer underwriting the Member's Permanent Disability Benefit. The decision of the Trustees shall be conclusive and binding upon all parties concerned.

1.1.24 Preserved Benefit means any Benefit (or part thereof) that, having regard to the requirements for Government Approval of the Fund, must be held in the Fund until the Member Retires or attains such age prescribed in the Regulations, dies, becomes Permanently Disabled or satisfies such other condition as would enable, or require, the Trustees to make payment of the benefit.

1.1.25 Public Offer Superannuation Fund means a fund that is a public offer superannuation fund within the meaning of the Regulations.

1.1.26 Regulated Superannuation Fund means a fund where the Trustees have caused to be made the necessary election to be such a fund as required by the Regulations.

1.1.27 Regulations means the obligations imposed upon the Fund by the Income Tax Assessment Act 1936, the Income Tax Assessment Act 1997, the Superannuation Industry (Supervision) Act 1993, the Superannuation Industry (Supervision) Regulations, the Superannuation Splitting Law, any amending or replacement legislation and any other present or future relevant legislation, regulation, rulings and explanatory notes published with the approval or knowledge of the Regulator which the Fund must satisfy in order for the Fund to:

1.1.27.1 qualify as a Complying Superannuation Fund;

1.1.27.2 remain entitled to concessional tax treatment;

1.1.27.3 provide an income stream which is to be an Asset Test Exempt Pension; 1.1.27.4 comply with the law.

1.1.28 Regulator means, as the case may require one or more of the Federal Commissioner of Taxation, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission, the Department of Human Services or any other authority or government regulatory body who may be involved with the regulation of superannuation, taxation or financial products.

1.1.29 Reserve Accounts means any of the accounts that may be established by the Trustees to which is credited amounts that the Trustees determine to credit to the account and to which are debited amounts that the Trustees determine to allocate to the Members in accordance with these Rules.

1.1.30 Retires means ceasing Gainful Employment and Retirement shall have a corresponding meaning.

1.1.31 Splittable Contributions has the same meaning as that contained in the Regulations.

1.1.32 Spouse in relation to a Member means, subject to the Regulations, a person married to the Member or a person who, although not legally married to the Member, lives with the Member or had lived with the Member immediately prior to the Member's death on a genuine domestic basis as a partner of that Member and if there is more than one spouse the Trustees shall determine whether and how the entitlement of a spouse shall be distributed between them or whether one shall be exclusively treated as spouse.

1.1.33 Superannuation Splitting Law means the law dealing with superannuation interests as set out in Part VIIIB of the Family Law Act 1975.

1.1.34 Temporary Disability means physical or mental incapacity that causes the Member to cease Gainful Employment or which otherwise qualifies as temporary disablement (or its equivalent) under the Regulations

but which does not qualify as Permanent Disablement. Every question as to Temporary Disablement shall be decided by the Trustees after receipt of any relevant information and reports by such registered medical practitioners approved by the Trustees as they consider appropriate, and having regard to any requirements for Government Approval of the Fund and of any insurer underwriting the Member's Temporary Disability Benefit. The decision of the Trustees shall be conclusive and binding upon all parties concerned.

1.1.35 Trust Deed means the deed to which these Rules are annexed and any authorised alterations, additions, amendments, modifications or variations due to any amendment or change made to the Regulations or by amending deed or otherwise.

1.1.36 Trustees means the individual trustees of the Fund or a corporate trustee of the Fund, for the time being, appointed in accordance with these Rules and where the context permits includes the directors of a Constitutional Corporation appointed as Trustee.

INTERPRETATION

1.2 In the Trust Deed and Rules:

1.2.1 Unless the context indicates otherwise, words importing the singular shall include the plural and vice versa, words importing one gender shall include other genders;

1.2.2 references to statutes (including any section thereof) shall include all statutes amending, consolidating or replacing the same;

1.2.3 Headings inserted in any Article are for convenience only and shall not affect the interpretation of the Rules set out in that Article;

1.2.4 The use of the words "includes" or "including" in these Rules is given by way of example and is not intended to limit the term or expression to which it applies.

1.3 Except where otherwise expressly provided, if any question or dispute arises about the interpretation of the Rules or the incidence or application of any rights, benefit, duties or liabilities arising under these, the decision of the Trustees shall be binding upon a Member.

1.4 The Trustees shall, at all times administer the Fund in a manner that will ensure Government Approval of the Fund. Where there is anything contained in these Rules which would during the course of the application to specific circumstances, require the Trustees to act in a manner that would prejudice Government Approval of the Fund, that Rule shall be void for those circumstances.

1.5 If any term defined in the Regulations is used in this Deed but not defined herein then such term shall have the same meaning that it has for the purposes of the Regulations.

1.6 A reference in these Rules to the Regulations includes a reference to those Regulations as amended, consolidated, re-enacted or replaced from time to time and a reference to any provision of the Regulations includes a reference to the corresponding provision of those Regulations as amended, consolidated, re-enacted or replaced.

SEVERANCE

1.7 If any provision of these Rules is void or voidable or unenforceable in accordance with its terms, but would not be void, voidable or unenforceable or illegal if it were read down and, if it is capable of being read down, such provisions shall be read down accordingly.

1.8 If, notwithstanding Rule 1.7, a provision is still void, voidable, unenforceable or illegal:

1.8.1 if the provision would not be void, voidable or unenforceable or illegal if a word or words were omitted, that word or those words are hereby severed;

1.8.2 in any other case, the whole provision is hereby severed; and the remainder of these Rules shall be of full force and effect.

ARTICLE 2 ELIGIBILITY, MEMBERSHIP & TRANSFERS

ELIGIBILITY

2.1 Any Eligible Person shall be eligible to apply for membership of the Fund. Where an Eligible Person is a minor, the application for membership of the Fund shall be made on behalf of the minor by a parent, guardian or legal representative of the minor.

MEMBERSHIP

2.2 An Eligible Person may apply for membership to the Trustees in such form or manner acceptable to the Trustees. The Eligible Person may indicate a preference for the type of Benefit to be provided by the Fund but if no preference is made shall be deemed to have specified a Pension Benefit of such type determined by the Trustees. The Trustees may accept or refuse any such application in their absolute discretion and shall not be required to give any reason for a refusal. The Trustees may admit an Eligible Person as a Member without requiring an application for membership to be completed by that person. If an application from an Eligible Person is accepted by the Trustees, membership commences on the date of acceptance or such earlier or later date as the Trustees determine.

ALTERATION OF MEMBERS BENEFIT

2.3 The Trustees may alter a Member's preference for the type of Benefit to be provided by the Fund PROVIDED THAT:

2.3.1 it does not increase the Member's obligation to the Fund unless the Member consents in writing;

2.3.2 the Member's entitlements in the Fund are not reduced; and

2.3.3 it is not in breach of the Regulations.

2.4 The Member shall be advised in writing of any alteration to the Member's preference for Benefit.

INFORMATION TO MEMBERS

2.5 The Trustees shall ensure that every Eligible Person who applies for membership of the Fund is given such information as is required by the Regulations to be given to prospective new members. The information shall be given to the Eligible Person within the time prescribed in the Regulations.

COMPLAINTS AND ENQUIRIES

2.6 If required by the Regulations, the Trustees shall ensure that all enquiries or complaints from Members, beneficiaries or their Dependents are considered and properly dealt with in the manner and within the time specified by the Regulations.

TRANSFER FROM ANOTHER FUND

2.7 If a Member makes a request, the Trustees,

2.7.1 may accept the transfer of assets from an Eligible Fund on such terms and conditions as the Trustees think fit; and

2.7.2 The details of any such terms and conditions shall be recorded in a letter written by the Trustees to the Member at the time of the transfer; and

2.7.3 where the transfer is made in respect of the Member's interest or entitlement in the Eligible Fund, provide Benefits to the Member pursuant to such transfer in the manner set forth in these Rules; and

2.7.4 where the transfer is not attributable to a Member's interest or entitlement in the Eligible Fund, the Trustees may treat the amount of such transfer in such manner as they consider equitable, including deeming the assets being transferred as a foregone benefit and applied accordingly, or as required by the Regulations;

PROVIDED that any transfer must not be prohibited by the Regulations and PROVIDED that any Benefit arising from funds transferred shall be a Preserved Benefit to the extent advised by the Eligible Fund and PROVIDED that where the Eligible Fund is a Foreign Superannuation Fund, the Trustees shall comply with all necessary foreign law requirements to ensure that concessional tax treatment is attained, retained or maintained in respect of the assets transferred from the Eligible Fund.

TRANSFER TO ANOTHER FUND

2.8 If a Member makes a request or if the Trustees resolve or are required by the Regulations to do so, the Trustees may pay or transfer all or part of the Members interest or entitlement in the Fund to an Eligible Fund (including such portion of the assets of the Fund as the Trustees consider equitable) for the benefit of the Member or such other person as is permitted by the Regulations and shall advise the Eligible Fund the proportions (if any) of the amount so paid which are deemed to be transferred from the Members Accrued Benefit PROVIDED HOWEVER THAT:

2.8.1 no such transfer shall be made in respect of a Preserved Benefit, unless there exists a condition in the rules of the Eligible Fund that such a transfer shall be treated as a Preserved Benefit;

2.8.2 the payment or transfer must be consistent with the Regulations;

2.8.3 the Trustees may not pay or transfer more than the amount requested by the Member; and

2.8.4 the payment or transfer satisfies the Members entitlement to any Benefit in relation to the amount so paid or transferred.

2.9 The receipt of the trustees of such Eligible Fund shall be sufficient discharge to the Trustees and Trustees shall not be in any way responsible or liable for the application or disposal by the trustees of such Eligible Fund of the benefits or assets so paid or transferred. Upon the completion of such payment or transfer in respect of a Member, all of the rights and interests of that Member (and any person entitled to claim under or in respect of that Member) under this Deed shall be extinguished or shall be adjusted in such manner and to such extent (if any) as may be determined by the Trustees.

2.10 The Trustees may pay or transfer the whole or part of any Benefit or the interest or entitlement of any Member to an Eligible Fund or otherwise in circumstances permitted or required by the Regulations whether or not such Member has requested or consented to such payment or transfer, and such payment or transfer satisfies the Members entitlement to any benefit in relation to the amount so paid or transferred. The Trustees shall provide any information to that trustee of the Eligible Fund at such time and in such manner as required by the Regulations.

TRANSFERS WITHIN THE FUND

2.11 If a Member makes a request or if the Trustees resolve or are required by the Regulations to do so, the Trustees

may pay or transfer all or part of the Members interest or entitlement in the Fund (including such portion of the assets of the Fund as the Trustees consider equitable) to another Member provided however that:

2.11.1 The payment or transfer is not prohibited by the Regulations; and

2.11.2 The payment or transfer is made in accordance with the provisions, if any, of the Regulations.

CESSATION OF MEMBERSHIP

2.12 A person ceases to be a Member of the Fund when:

2.12.1 the Member dies;

2.12.2 all Benefits which are or may be payable under these Rules in respect of the Member have been paid;

2.12.3 a transfer is made to an Eligible Fund in satisfaction of all the Members entitlement to Benefits; 2.12.4 the Members entitlement to Benefits is terminated;

2.12.5 the Trustees require a Member to cease Membership of the Fund to comply with the Regulations;

2.12.6 the Trustees determine that continued membership may cause the Fund to become a Public Offer Superannuation Fund;

2.12.7 the Trustees determine that a Member is no longer required to be recognised as a Member of the Fund;

2.12.8 the Member being an individual Trustee which is the Trustee of the Fund ceases to be a Trustee pursuant to Rule 9.5 and the Member or the Member's legal personal representative is not a director of any Constitutional Corporation which is appointed as a replacement Trustee of the Fund;

2.12.9 the Member is a director of a Constitutional Corporation which is the Trustee of the Fund and the Constitutional Corporation ceases to be Trustee pursuant to Rule 9.5 and the Member or the Member's legal personal representative is not a director of any Constitutional Corporation or is not an individual Trustee appointed as a replacement Trustee of the Fund;

2.12.10 the Member being a director of a Constitutional Corporation which is the Trustee of the Fund ceases to be a director and the legal personal representative of the Member is not appointed as a replacement director; or

2.12.11 the Trustees shall otherwise reasonably determine. CLOSURE OF MEMBERSHIP

2.13 In order that the Fund obtains, retains or maintains a duty exemption or nominal assessment of duty obtained under the laws of any State or Territory to the transfer of an asset to the Fund when the asset was first acquired by the Trustees and held for the benefit of those particular Members of the Fund at that time, the Trustees may close the membership of the Fund to new members permanently or until such time as such asset has been used to pay benefits to those Members. The Trustees shall do all things and execute all such necessary deeds or documents to give effect to the closure to new members.

ARTICLE 3 CONTRIBUTIONS

SOURCE OF CONTRIBUTIONS

3.1 Contributions in respect of a Member may, subject to Rule 3.2, be made to the Fund by a Member or a Spouse of a Member or any persons, partnerships, incorporated and government bodies including the employer of the Spouse of a Member at such rate as he, she, it or they may from time to time determine.

PAYMENT OF CONTRIBUTIONS

3.2 The Trustees:

3.2.1 must not accept contributions where the acceptance of the contributions is contrary to the requirements of the Regulations;

3.2.2 may refuse to accept the whole or part of a contribution;

3.2.3 may allocate or transfer the whole or part of a contribution to a Reserve established for that purpose, if not prohibited by the Regulations.

3.3 The Trustees may agree to accept contributions to the Fund in the form of a transfer of assets to the Fund which shall be subject to the following restrictions:

3.3.1 Any asset transferred to the Fund under this Rule shall comply with the provisions of Rules 7.6, 7.7 and 7.8 as if the Trustees had accepted the contribution in cash and had then invested in the asset transferred to the Fund.

3.3.2 In the event that the Trustees wish to restrict the benefits arising from the assets transferred to the Fund under this Rule to particular Members, they shall either proceed under Rules 7.10 and 7.11 to hold the assets specifically to provide benefits for those Members, or, if those Members are the only Members of the Fund at the time of transfer, the Trustees may close the membership of the Fund to new members under Rule 2.13.

3.3.3 The Trustees shall not acquire any asset from a Member or a relative of a Member if that acquisition would contravene the Regulations and prejudice Government Approval of the Fund.

3.4 Unless the Trustees are advised otherwise by the Employer, all contributions made by an Employer shall be fully vested except to the extent that they are not required to be fully vested by the Regulations.

SPLITTABLE CONTRIBUTIONS

3.5 Subject to the Regulations, the Trustees may allow Splittable Contributions and a Member may request the Trustees in any form approved by the Trustees to allocate the whole or part of that contribution or transfer any part of that Contribution to any other Member or person so long as any transfer or allocation is in accordance with the Regulations.

TAXATION DEDUCTION CLAIMED

3.6 Where required by the Regulations, the Contributors shall advise the Trustees of the amount of contributions that shall be claimed and not claimed as a tax deduction by the Contributor.

REPAYMENT OF CONTRIBUTIONS

3.7 If directed by the Regulations, or in the event that the Trustees accept a contribution contrary to the Regulations, and the Regulations permit, the Trustees must repay the contribution to the Contributor less deduction for liabilities or expenses incurred or provision for liabilities or expenses in relation to the contribution.

ARTICLE 4 BENEFIT ENTITLEMENT & DETERMINATION

WHEN BENEFIT PAYABLE

4.1 A Member shall be entitled to receive a Benefit which does not exceed the total of the Member's Accrued Benefit, the Member's entitlement to be paid out of a Pension Reserve and any insurance proceeds to which the Member is entitled when:

4.1.1 A Member Retires provided the conditions for payment of a Preserved Benefit have been met; or

4.1.2 A Member reaches such minimum age allowed under the Regulations, whether or not the Member Retires, provided the conditions for payment of a Preserved Benefit have been met; or

4.1.3 Permitted by the Regulations and the Trustees consent to the payment of a Benefit.

4.2 Subject to the Regulations, the Trustees may with the Members consent retain a Members Benefit in the Fund for as long as the Trustees determine, even though the Member is entitled to be paid that Benefit PROVIDED THAT the Benefit must be paid or commence or be transferred or paid to an Eligible Fund when it is mandatory to do so under the Regulations.

DISABLEMENT

4.3 If a Member Retires on the grounds of Permanent Disablement, the Member shall be entitled to receive a Permanent Disablement Benefit which does not exceed the total of the Member's Accrued Benefit, the Member's entitlement to be paid out of a Pension Reserve and any insurance proceeds to which the Member is entitled.

4.4 If a Member is unable to work due to Temporary Disability then the Member shall be entitled to receive payment of a Temporary Disablement Benefit for a period of up to two years (or such other period of time permitted by the Regulations) from the time the Member is unable to continue to work providing that payment shall not be made to the Member for the first sixty (60) days the Member does not work.

4.5 Notwithstanding anything to the contrary contained within these Rules, where the Trustees receive a Benefit under an insurance policy effected to cover the Permanent or Temporary Disability of a Member then that Member will be entitled to receive a disablement benefit under these Rules providing that the payment of such a Benefit is allowed under the Regulations.

DEATH

4.6 On the death of a Member, a Death Benefit which does not exceed the total of the Member's Accrued Benefit, the Member's entitlement to be paid out of a Pension Reserve and any insurance proceeds to which the Member is entitled shall become payable in accordance with Rule 5.9.

TERMINAL ILLNESS

4.7 Where at least two (2) Registered Medical Practitioners certify to the satisfaction of the Trustees and in accordance with the requirements of the Regulations that a Member has an illness or injury that is likely to result in the death of the Member within twelve (12) months of certification, the Member is entitled to receive payment of a Benefit which does not exceed the total of the Member's Accrued Benefit, the Member's entitlement to be paid out of a Pension Reserve and any insurance proceeds to which the Member is entitled.

TERMINATION OF SERVICE

4.8 A Member whose Employer has contributed to the Fund and who leaves the service of the Employer and who is not entitled to a Retirement Benefit or a Permanent Disablement Benefit and in respect of whom a Death Benefit is not payable shall be entitled to receive a Withdrawal Benefit being a Benefit which does not exceed the Member's Accrued Benefit subject to such restrictions imposed by the Regulations.

TRANSITION TO RETIREMENT PENSION

4.9 Where a Member has reached age 55 or such other minimum age permitted by the Regulations, the Member may receive a Benefit in the form of a Pension contemplated by Article 5. Notwithstanding anything to the contrary contained in Article 5, any Pension paid under this Rule subject to cashing restrictions shall not be capable of commutation except in accordance with the Regulations.

OTHER CIRCUMSTANCES

4.10 No Benefit will be paid to a Member or a Member's Dependents except as provided for in Rules 4.1 to 4.9 inclusive and save for Ancillary Benefits permitted by the Regulations. However, in circumstances where the Regulations would allow the Trustees to release or make a payment of part or all of the Member's Accrued Benefit to the Member or the Member's Dependents or other person authorised by the Regulations without prejudicing Government Approval of the Fund, the Trustees may release or make such payment as requested by the Member or as required by the Regulations.

ARTICLE 5 PAYMENT OF BENEFITS

TYPE OF BENEFIT

5.1 The Benefit payable to a Member or a Beneficiary, where permitted by the Regulations, may be paid as:

5.1.1 a Lump Sum;

5.1.2 a Pension which may include a lump sum component subject to any applicable limitations imposed by the Regulations;

5.1.3 an Ancillary Benefit;

5.1.4 a Benefit permitted to be provided under the Regulations in such form or manner as is required under the Regulations; or a combination of the above which may include more than one of each and may be paid to the Member or Beneficiary either in money or in other property provided the Benefit is paid in accordance with the Regulations.

LUMP SUM BENEFIT

5.2 When a Member is entitled to a Benefit and has elected to receive a Lump Sum Benefit, the Member is entitled to a Benefit which does not exceed the Members Accrued Benefit.

PENSION BENEFIT

5.3 A Pension Benefit payable under these Rules shall be paid in such form and manner which complies with the Regulations if to do otherwise were to affect Government Approval of the Fund and is subject to the following conditions:

Trustees' Discretion

5.3.1 Where a Benefit is payable under these Rules by way of a Pension, the Trustees and the Member may agree on the terms and conditions upon which the pension shall be paid providing that such manner and form of payment is allowed under the Regulations. In the absence of agreement, the Trustees shall determine the basis on which the Pension is paid.

No Assignment or Encumbrance

5.3.2 Pensions payable from the Fund shall not be assigned or otherwise transferred by the person in receipt thereof (except to the extent permitted by the Rules) and shall not be mortgaged or encumbered in any manner whatsoever.

5.3.3 Neither the capital value (if any) of any pension payable from the Fund nor any income from it, may be used as a Security for a borrowing.

Annuities

5.3.4 The Trustees may, in their absolute discretion, (including where an Old-Age Pension is required to be paid) provide pensions payable under these Rules by applying a Member's Benefit to the purchase of an annuity that meets the requirements of the Regulations.

Imputation Credits

5.3.5 The Trustees may, in their absolute discretion and subject to the Regulations, debit amounts to the accounts of Members to whom current pensions are not being paid and credit corresponding amounts to the accounts of Members to whom current pensions are being paid to compensate the latter for not obtaining the benefit of dividend imputation credits on investments in the form of shares in companies.

Asset Test Exempt Pension

5.3.6 Where the Pension is also an Asset Test Exempt Pension, the relevant provisions of the Social Security Act or the Veterans Entitlement Act apply to the extent of any inconsistency to ensure the Pension qualifies or continues to qualify as an Asset Test Exempt Pension.

FORMS OF BENEFIT PAYMENT

5.4 Any form of Benefit payment agreed to by the Trustees shall conform to the requirements of the Regulations and shall not prejudice Government Approval of the Fund. When entitled to a Benefit from the Fund, before the Benefit is paid or commences or within such time as permitted by the Trustees, a Member may, subject to the Regulations, make an election in writing (which is not binding upon the Trustees) to receive the Benefit in any manner contemplated by Article 5 and indicate the desired amount or extent, as the case may be, that the Benefit is sought to be received as a Lump Sum or Pension. In the case of an election relating to a Pension, a Member may specify whether or not it is intended to be a Reversionary Pension and, if so, to whom and under what terms or conditions the Member requires the Pension to be subject.

PAYMENT OF BENEFITS IN SPECIE - BY TRANSFER OF ASSETS

5.5 The Trustees may with the agreement of a Member or beneficiary to whom a Benefit is payable, transfer in specie investments of the Fund of equivalent value to the Member or beneficiary in lieu of paying the whole or part of the amount otherwise payable under these Rules.

DESIGNATED BENEFICIARY AND DEATH BENEFIT NOMINATIONS

5.6 A Member may give the Trustees a nomination notice in the form approved by the Trustees relating to death benefit nominations stating:

5.6.1 the form in which the Member's Death Benefit is to be paid including, if appropriate, the extent to which it is paid as one or more lump sums, pensions, annuities or any of these and may specify whether a Pension, reversionary or not, is to be provided; and

5.6.2 those of the Member's Dependents and such other persons authorised by the Regulations and the Legal Personal Representative to whom the Member's Death Benefit is to be paid and, if more than one, in what proportion.

5.7 A nomination notice:

5.7.1 may be revoked in such manner approved by the Trustees and may be replaced with a new nomination notice at any time;

5.7.2 if the Member so elects shall be binding upon the Trustees;

5.7.3 need not comply with the requirements of the Regulations unless it must conform with the Regulations in order for the nomination notice to be effective or valid.

5.8 If, at the time of a Member's death:

5.8.1 the Trustees hold a binding nomination notice in respect of the Member, the Trustees must distribute so much of the Member's Death Benefit as is validly covered by the nomination notice and is not in breach of the Regulations;

5.8.2 the Trustees hold a binding nomination notice in respect of the Member and the notice does not cover

the whole of the Member's Death Benefit, the Trustees must pay so much of the Member's Death Benefit as is not covered by the nomination notice to the Member's Legal Personal Representative;

5.8.3 the Trustees do not hold a binding nomination notice, the Trustees may use their absolute discretion in distributing any Death Benefit payable on the Member's death in accordance with Rule 5.9 and the Trustees shall take account of any nomination of Designated Beneficiaries made by the Member, but shall not be bound by it.

PAYMENT OF DEATH BENEFITS

5.9 To the extent that the Trustees are not bound by a binding nomination notice, any Death Benefit shall be paid as the Trustees in their absolute discretion decide either in whole or in part:

5.9.1 by way of pension or lump sum payments to such one or more of the Designated Beneficiaries (if any) or other Dependents of the Member or other person authorised by the Regulations, and in such proportions, as the Trustees in their absolute discretion decide and in accordance with any restrictions, or conditions imposed by the Regulations; or

5.9.2 in a lump sum to the Member or the legal personal representative of the Member; PROVIDED that any payment of a Death Benefit shall be in accordance with the Regulations if to do otherwise would affect Government Approval of the Fund.

5.10 If the Trustees are unable to establish within 6 months of the death of the Member that there are any Dependents, then the Death Benefit shall be paid to the Member's legal personal representative but, if a Grant of Probate or Letters of Administration in respect of the estate of the Member is not made within 3 years of the Member's date of death (or such other period that the Trustees determine), then the Death Benefit shall be paid to such person or persons that the Trustees determine or shall be dealt with pursuant to Rule 5.11 or Rule 5.12.

UNCLAIMED MONIES

5.11 The Trustees shall comply with the Regulations relating to unclaimed money which becomes payable by the Fund to a Member or a Dependent or other person whom the Trustees are unable to locate after making reasonable efforts and enquiries which shall be paid in accordance with any applicable unclaimed money law or, in the event that no such law is applicable, to the Regulators.

PAYMENT OF MONIES TO AN EMPLOYER

5.12 In the event that the Trustees determine that an Employer is entitled to receive monies from the Fund, the Trustees shall pay such amount to the Employer in accordance with the requirements of the Regulations and provided Government Approval of the Fund is not prejudiced.

ROLLOVER OF BENEFITS BETWEEN FUNDS

5.13 In the event that the Trustees determine that a Benefit (other than a Pension) is immediately payable to a Member, to an Eligible Fund in respect of a Member or to another person in respect of a Member, and the Benefit has not been paid within 90 days (or such other period of time specified by the Regulations) of the date the Benefit first became payable, the Trustees may pay the benefit to an Eligible Fund that has been declared by the Regulator to be a fund eligible to receive such rolled-over benefits.

5.14 Where a Benefit has become payable and the Trustees are satisfied that at least 2 consecutive annual Member Statements and Reports, as described in Rules 8.14 and 8.15, have not been received by the Member the Trustees shall pay the Benefit to an Eligible Fund that has been declared by the Regulator to be a fund eligible to receive such rolled-over benefits.

BENEFIT PAYABLE IN OTHER CIRCUMSTANCES

5.15 The Trustees may, in its absolute discretion, pay part or all of a Member's benefit to a Member, or another person, in the circumstances provided for in the Regulations, notwithstanding the restrictions imposed by the Rules.

PRESERVATION

5.16 The Trustees shall ensure that any Preserved Benefit is preserved within the Fund or is transferred to an Eligible Fund in accordance with the Regulations.

NON-COMMUTABLE BENEFITS

5.17 When a Member is entitled to a Benefit which is subject to cashing restrictions, the Trustees shall ensure that the Benefit is not commuted except in accordance with the Regulations.

DISCHARGE OF OBLIGATIONS

5.18 The payment or application of any moneys pursuant to Article 5 shall be a complete discharge thereof.

5.19 No Benefit shall be payable until the Trustees have ascertained that it may be paid in accordance with the provisions of these Rules.

5.20 Payment or assignment of a Benefit in good faith to a person believed by the Trustees to be entitled to receive it shall be deemed for the purposes of these Rules to be payment or assignment to a person entitled to receive such Benefit and shall be a valid discharge by the Trustees of their obligations in respect of the payment or assignment of that Benefit.

5.21 The Trustees when determining questions of fact may act upon such proofs or presumptions as they may deem satisfactory whether strictly legal proofs or presumptions or not.

ARTICLE 6 ADMINISTRATION

SOLE OR PRIMARY PURPOSE

6.1 The sole or primary purpose of the Fund shall be the payment of Benefits to Members but if the Trustee is not a Constitutional Corporation, the sole or primary purpose of the Fund shall be the payment of Old-Age Pensions to Members .

ENTITLEMENT

6.2 All questions as to whether any person is entitled to a payment out of the Fund and, if so, the amount of such payment shall be determined by the Trustees whose decision shall be final.

EXPENSES, TAX AND CHARGES

6.3 Notwithstanding anything expressed or implied to the contrary in these Rules:

6.3.1 the Trustees may deduct from any moneys which but for this Rule would be payable to or for the benefit of a Member or Dependent and may retain in the Fund, any amount which the Trustees determine is owing to the Trustee or the Fund by the Member or Dependent;

6.3.2 the Trustees shall estimate and deduct from any contribution to the Fund or debit the Fund with such amount as the Trustees shall think fit in respect of any income or other tax assessed or likely to be assessed in relation to the contribution received from the Fund;

6.3.3 the Trustees may deduct an amount equal to any tax or charges in respect of any payment out of the Fund from such payment as they think proper and the Trustees shall not be liable to any Member or Dependent in respect of any amount so deducted and the Trustees shall only be required to pay the residual amount of the payment; and nothing in this Rule shall prejudice any other rights which the Trustees may have to deduct tax or charges from any payment out of the Fund, or to pay from the Fund any other tax or charges which such payment may incur.

6.4 For the purpose of Rule 6.3 the Trustees may alter, exchange and segregate current pension assets from non-current pension assets and deal with the Fund as different sub-funds, segments or portions and account for them in accordance with these Rules.

FORFEITURE OF BENEFITS

6.5 The Trustees may only forfeit Benefits where such forfeiture is allowed under the Regulations or the Bankruptcy Act 1966.

6.6 Benefits forfeited under Rule 6.5 shall be applied by the Trustees as the Trustees may think fit for the benefit of any such person and the person's Dependents or any one or more of them, provided that where the person is a Member the Trustees shall not make any payment to or for the benefit of the Member or the Member's Dependents until the Member attains such age as is prescribed in the Regulations, other than for personal maintenance and support in case of hardship. Such application of the benefit shall be a discharge by the Trustees of their obligations in respect of payment.

RIGHTS OF MEMBERS

6.7 No person, whether as a Member or otherwise, shall have any claim, right or interest to or in respect of the Fund or any contributions thereto or any interest therein or any claim upon or against the Trustees except under and in accordance with the provisions of the Rules in these Articles.

6.8 A Member shall be bound by the Rules in these Articles.

6.9 A Member shall not more than once a year, be entitled to receive from the Trustees, on request, a copy of the latest accounts, balance sheet, auditor's report, actuarial report, returns to a Regulator, certificates received from a Regulator and such other information as is required by the Regulations to be provided to a Member.

MEMBERS TO GIVE INFORMATION

6.10 A Member and every person claiming a Benefit ("claimant") shall, from time to time, give the Trustees such documents as they consider are required for the purpose of putting the Rules in these Articles into effect. If any Member or claimant fails to supply all or any of such information then the Trustees may suspend the payment of any Benefits.

6.11 Where information or a document is not furnished within six (6) months of the first request the Benefits payable to or in respect of such Member or claimant may cease or may be transferred in part or in whole in such amounts as shall be determined by the Trustees in their absolute discretion (subject at all times to the provisions of the Regulations) to an Eligible Fund PROVIDED HOWEVER in the case of the information furnished by or in respect of a Member or claimant in any statement submitted to the Trustees being fraudulently incorrect in any material particular such Member's Benefit shall be otherwise dealt with in accordance with the provisions of the Regulations.

NOTICES

6.12 Any notices to be given under these Rules shall be deemed to have been validly given if they were handed to the party to be served or, if posted, duly addressed to the party to be served at the last known address of such party.

POWER OF ATTORNEY

6.13 Each Member hereby irrevocably appoints the Trustees and each of them as the Member's attorney to execute and sign and do all such deeds, instruments and things as the Trustees may consider necessary or desirable in order to carry out and give effect to the Trust Deed or these Rules or the powers vested in the Trustees.

VARIATION OF TRUST DEED & RULES

6.14 The Trustees may, at any time, by oral or written resolution or by instrument in writing amend all or any of the provisions of the Trust Deed and these Rules provided that no reduction of the Accrued Benefit of a Member shall be made as a result of a variation of the Trust Deed or these Rules without the Member's consent in writing, or the consent in writing of the Regulator and the consent in writing of such other persons as is necessary to avoid prejudicing Government Approval of the Fund.

6.15 No amendment to the Trust Deed or the Rules introduced primarily for the purpose of securing exemption or relief from liability for taxation, stamp duty, gift duty, death duty, or any other form of taxation imposed or to be imposed or primarily for the purpose of complying with or conforming to future State or Commonwealth legislation governing or regulating the maintenance or operation of superannuation pension or like funds shall be deemed prejudicially to vary or to affect the Accrued Benefit of a Member.

6.16 No amendment to the Trust Deed or Rules shall be made:

6.16.1 While an individual is a Trustee, to allow the sole or primary purpose of the Fund to be other than the provision of Old-Age Pensions; or

6.16.2 While the sole or primary purpose of the Fund is other than the provision of Old-Age Pensions to allow the Trustees to be other than a Constitutional Corporation.

LAW

6.17 The Fund or any of the provisions thereof shall be governed by and construed according to the law of the State as detailed in the Trust Deed.

SUPERANNUATION SPLITTING LAW

6.18 The Trustees shall only be obliged to comply with any request for information, agreement or order made under the Superannuation Splitting Law to the extent permitted or required by the Regulations.

6.19 The Trustees may impose a fee not exceeding the amount, if any, prescribed by the Regulations for the administrative costs associated with complying with an agreement or order made under the Superannuation Splitting Law and such fee shall be payable by such persons and in such proportions as prescribed by the Regulations. The Trustee may add interest, at a rate the Trustee determines, to any unpaid fee that the Trustee imposes and may debit the interest to a benefit or interest that the relevant Member or person deemed to be a Member has in the Fund.

6.20 Nothing in these Rules shall impose a duty or obligation upon the Trustees to admit as a Member of the Fund any person being a party to an agreement or order made under the Superannuation Splitting Law who is not already a Member of the Fund and the Trustees may transfer any Benefit to which such person is entitled to an Eligible Fund in accordance with the Regulations.

6.21 Notwithstanding anything contained in these Rules, a Benefit payable to a Member or Dependent under these Rules shall be subject to any agreement or order made under the Superannuation Splitting Law applying to that Benefit.

COMPLIANCE WITH REGULATIONS

6.22 This Trust Deed shall be read and construed on the basis that the provisions of the Regulations are incorporated herein to the extent that they impose requirements on the Trustees or are required by the Regulations to be so incorporated but this Trust Deed shall not be so read or construed if to do so would constitute a breach of the power granted by Rules 6.14 to 6.16 inclusive to amend the provisions of this Trust Deed or where provisions of the Regulations may be lawfully excluded and are expressly excluded by these Rules. Where there is any inconsistency between a provision in this Trust Deed and a provision in the Regulations which is so incorporated, the latter shall prevail.

ARTICLE 7 THE ASSETS, EXPENSES & INVESTMENTS

THE ASSETS

7.1 The following property and the property for the time being representing the same and the income thereof shall constitute the assets of the Fund namely;

7.1.1 contributions;

7.1.2 any assets paid or transferred to the Fund,

7.1.3 all profits, accumulations and earnings of the Fund, and

7.1.4 any other moneys received or receivable by the Trustees for the purposes of the Fund.

ASSETS HELD BY TRUSTEES

7.2 The assets of the Fund shall be held by the Trustees upon trust to be applied in accordance with the provisions of these Articles.

EXPENSES OF THE FUND

7.3 All the expenses of operation of the Fund incurred from time to time shall be paid out of the assets of the Fund. Costs of the Fund must be distributed in a fair and reasonable manner as between all Members of the Fund in compliance with the Regulations.

INVESTMENTS IN NAME OF NOMINEE

7.4 Subject to the requirements of the Regulations, any investments may be held in such names including the name of a nominee (whether an individual or a corporation as the Trustees shall from time to time determine).

LOANS TO MEMBERS

7.5 The Trustees shall not make loans, or use the resources of the Fund to give any other financial assistance, to Members or to Related Parties except to the extent permitted in the Regulations or unless the Fund was established before 16 December 1985 and either the Rules of the Fund contained provisions allowing the Trustees to make loans to Members or the Trustees lent money to Members and that lending was not expressly prohibited by the Rules of the Fund.

ACQUIRING ASSETS FROM MEMBERS

7.6 The Trustees will not acquire assets from a Member or from a relative of a Member if such acquisition would contravene the Regulations and prejudice Government Approval of the Fund.

IN-HOUSE ASSETS

7.7 The Trustees shall not invest in any In-house Assets as defined in the Regulations unless such investment can be made without prejudicing Government Approval of the Fund.

INVESTMENTS

7.8 Subject to the provisions of the Regulations and Rules 7.5, 7.6 and 7.7 and provided investments are made on an arm's-length basis, all moneys received by the Trustees but not required to meet current payments may in the absolute discretion of the Trustees either be or remain on deposit or be reinvested either directly or indirectly in any manner in which the Trustees, if they were personally entitled to such assets, could invest without prejudicing Government Approval of the Fund. Without restricting the generality of the foregoing, moneys may be invested:

- 7.8.1 in any one or more of the modes of investment considered by law to be prudent or authorised by law for the investment of trust funds;
- 7.8.2 on deposit with or on loan to any bank, company or business whether secured or unsecured and at such rate of interest and upon such terms as the Trustees think fit;
- 7.8.3 on the purchase or acquisition of or at interest upon the security of such real or personal property of whatsoever nature and wheresoever situate;
- 7.8.4 in the shares, notes, options, debentures or other securities of any company or the securities of any government, semi-governmental body or public authority;
- 7.8.5 in options, hedging contracts, futures contracts, derivatives and other financial instruments or contracts;
- 7.8.6 in an instalment warrant arrangement that satisfies the requirements of the Regulations;
- 7.8.7 in units of any common fund property trust or unit trust;
- 7.8.8 in any policies of life insurance or annuities; and
- 7.8.9 any other investment which the Trustees consider to be appropriate and which is acceptable to the Regulator.

7.9 The Trustees shall have full power to vary, replace and otherwise deal with such investments as fully and effectively and with the same unrestricted powers in all respects as if the Trustees were the absolute and beneficial owners.

ASSETS SPECIFIC TO A MEMBER

7.10 The Trustees, with the agreement of the Member concerned, may invest in or acquire certain identifiable investments or assets for the benefit of any Member and to make a specific investment for the benefit of any Member providing that such investment complies with the investment strategy of the Trustees and shall hold such assets for the specific benefit of the Member concerned and which shall be recorded in the Member's account.

7.11 Notwithstanding anything contained in these Articles, any asset held for the specific benefit of a Member shall be segregated from other assets of the Fund and shall not be transferred out of the Member's account and no other person shall obtain an interest in the asset unless:

7.11.1 the asset is being transferred to the Member as payment of a Benefit in specie to the Member; 7.11.2 the asset is being sold and the proceeds are to be paid to the Member as payment of a Benefit; or

7.11.3 the transfer of the asset does not affect any duty exemption or nominal assessment of duty obtained under the laws of any State or Territory to the transfer of the asset to the Fund when the asset was first acquired by the Trustees.

RESERVE ACCOUNTS

7.12 The Trustees to the extent permitted by the Regulations may establish and maintain the following Reserve Accounts:

7.12.1 a Taxation Reserve (in which is recorded any unpaid or expected taxation liabilities); 7.12.2 an Expense Reserve;

7.12.3 an Investment Reserve;

7.12.4 a Contributions Reserve;

7.12.5 a Miscellaneous Reserve;

7.12.6 an Accumulation Reserve;

7.12.7 a Pension Reserve;

7.12.8 such Reserves or liability accounts as may assist the Trustees to identify the value of assets that may be exchanged or segregated as either current pension assets, non-current pension assets or that are dealt with as a different sub-fund, segment or partition; and

7.12.9 such other Reserves and accounts as the Trustees consider appropriate from time to time; and the Trustees may transfer any amount from the income of the Fund including contributions for any Member to any one or more of the Reserves and vice versa and between the Reserves so established as they consider appropriate and which is acceptable to the Regulators.

PENSION RESERVE

7.13 Based on the advice of an actuary, the Trustees may credit a Pension Reserve with:

7.13.1 contributions for a Member to fund a Complying Pension including any contributions which exceed the Members maximum contribution limit in a Financial Year as determined by the Regulations;

7.13.2 transfers from an Eligible Fund under Rule 2.7;

7.13.3 allocations of income and profit of the Fund pursuant to paragraphs 1 and 2 of Schedule 1; 7.13.4 allocations made from time to time by the Trustees from the Accumulation Reserve;

7.13.5 proceeds of policies of insurance effected to provide benefits on the death or disablement of the Member;

7.13.6 transfers from the Members Accrued Benefit or any of the Reserves where the Trustees determine that an anticipated Members Complying Pension requires further funding; and

7.13.7 such other amounts as the Trustees may determine be properly credited to a Pension Reserve in respect of a Member; and shall debit a Pension Reserve with:

7.13.8 amounts paid by way of Benefits in respect of a Member;

7.13.9 transfers to a Members Accrued Benefit or any of the Reserve Accounts where the Trustees determine that an anticipated Members Complying Pension is over-funded;

7.13.10 amounts debited to pay premiums on policies of insurance effected to provide benefits to Members;

7.13.11 amounts debited to pay any tax and other expenses, or amounts to provide for them;

7.13.12 any part of an amount transferred to an Eligible Fund in respect of the Member pursuant to Rule 2.8 or Rule 2.10 which the Trustees have determined shall be debited to Pension Reserve; and
7.13.13 any other amount which shall be debited for the purposes of these Rules;
PROVIDED THAT the transfer, payment or provision is in accordance with the Regulations and the amounts credited are not a minimum benefit.

ACCUMULATION RESERVE

7.14 The Trustees may credit an Accumulation Reserve with:

7.14.1 transfers of any balance remaining of any Members Accrued Benefit after all Benefits have been paid to a Member or is otherwise satisfied in full;

7.14.2 transfers from a Members Accrued Benefit where the Trustees consider that it is in the interests of the Member to do so;

7.14.3 allocations of income and profit of the Fund pursuant to paragraphs 1 and 2 of Schedule 1;

7.14.4 transfers from a Pension Reserve where the Trustees determine that an anticipated Members Complying Pension is over-funded;

7.14.5 the value of any Benefit covered by Rule 5.9; 7.14.6 the value of any Benefit covered by Rule 6.5; and

7.14.7 such other amounts as the Trustees may determine be properly credited to the Accumulation Reserve in respect of a Member; and shall debit an Accumulation Reserve with:

7.14.8 transfers to a Members Accrued Benefit as determined by the Trustees from time to time;

7.14.9 transfers to a Pension Reserve where the Trustees determine that an anticipated Members Complying Pension requires further funding

7.14.10 amounts debited to pay any tax and other expenses, or amounts to provide for them;

7.14.11 any part of an amount transferred to an Eligible Fund in respect of the Member pursuant to Rule 2.8 or Rule 2.10 which the Trustees have determined shall be debited to an Accumulation Reserve; and

7.14.12 any other amount which shall be debited for the purposes of these Rules; PROVIDED THAT the transfer, payment or provision is in accordance with the Regulations and actuarial advice.

ARTICLE 8 RECORDS, ACCOUNTS AND REPORTS

RECORDS

8.1 The Trustees shall keep or cause to be kept:

8.1.1 such accounting records as correctly record and explain the transactions and financial position of the Fund, including a complete record of the income and expenditure of the Fund, personal details of the Members of the Fund including a record of their Benefit entitlements, details of any orders or agreements made under the Superannuation Splitting Law and all other matters essential for the working of the Fund; and

8.1.2 all such records in writing in the English language in Australia for the period specified in the Regulations.

ACCOUNTS

8.2 The Trustees shall at the end of each Financial Year prepare a statement of financial position of the Fund and an operating statement for the Fund or alternatively such accounts and statements as are provided for in the Regulations.

AUDIT

8.3 The Trustees shall appoint an Auditor to the Fund in accordance with the Regulations to audit the accounts and records of the Fund and to:

8.3.1 report in writing to the Trustees the result of such audit; and

8.3.2 to certify to the Trustees whether the Fund complies with the Regulations.

ACTUARIAL REVIEW

8.4 The Trustees shall when required by the Regulations or when the Trustees determine appoint an actuary to make such enquiries and investigations as they may determine and to report in writing to the Trustees.

ANNUAL RETURNS

8.5 The Trustees shall, at the end of each Financial Year, give to the Regulator:

- 8.5.1 a return, in the approved form, containing such information as is required by that form in relation to the Fund in respect of that year of income;
- 8.5.2 a certificate, in the approved form, by the Trustees in relation to the Fund in respect of that year of income; and
- 8.5.3 a certificate given to the Trustees by the Auditor in relation to the Fund in respect of that year of income.

REPORTS ON SIGNIFICANT EVENTS

8.6 The Trustees shall give every Member information and details concerning any significant event that the Trustees reasonably believe a Member would reasonably need to understand the nature, purpose and effect of the event. The Trustees shall give the necessary information to the Member before, or as soon as practicable after the occurrence of the significant event but, in any case, no later than three months after the occurrence of the event.

8.7 Significant events requiring the Trustees to notify the Members include:

- 8.7.1 A change to the Rules of the Fund adversely affecting the Member's Benefits in any way;
- 8.7.2 A change to the Member's category of membership;
- 8.7.3 A transfer of the Member's benefit to another fund;
- 8.7.4 The receipt by the Trustees of a notice of non-compliance.

8.8 In the event of the receipt of a notice of non-compliance the Trustees shall give to every Member:

- 8.8.1 A statement of the circumstances that gave rise to the notice;
- 8.8.2 A statement of the effect of the notice on the Fund and its taxation position;
- 8.8.3 Details of the action to be taken to return the Fund to complying status; and
- 8.8.4 Any information that the Regulator directs to be given to the Members.

8.9 The Trustees shall give to the Regulator notice of changes to the Fund that the Trustees must give to the Regulator in accordance with the Regulations in such form and in such manner as specified in the Regulations.

RECEIVING OF INFORMATION ON REQUEST

8.10 The Trustees shall make available to any Member and any person entitled, who makes a written request to the Trustees, any information or copies of any documents that the Member and any person entitled could reasonably require to understand the Member's benefit entitlements under the Fund, the main features of the Fund, the investment performance of the Fund and any other matter referred to in the Regulations. If not prohibited by the Regulations, the Trustees may charge a fee for the provision of information requested by a Member and any other person.

8.11 The Trustees shall specifically make available copies of the Rules, the audited accounts, the auditor's report, and advice to the extent they are relevant to the financial condition of the Fund and the person's entitlements and the latest Member Fund Report.

8.12 The Trustees shall not make available to a Member any information that is confidential to the Fund, other Members of the Fund and other persons provided that the Regulations allow the Trustees to keep such information confidential.

8.13 Where the Trustees would otherwise be required to provide a Product Disclosure Statement under the requirements of the Corporations Act 2001 the Trustees shall provide access to any Member, or any person applying to become a Member, to any information that a Product Disclosure Statement would otherwise be required to contain.

MEMBER BENEFIT STATEMENTS

8.14 As soon as practicable, after the end of each Financial Year, the Trustees shall give each Member a written statement detailing such information as the Trustees reasonably believe a Member reasonably needs to understand the Member's benefit entitlements in the Fund and such information as is required by the Regulations.

MEMBER FUND REPORT

8.15 As soon as practicable after the end of each Financial Year, the Trustees shall give each Member a written report on the financial affairs of the Fund showing such details as the Trustees reasonably believe a Member would reasonably need to understand the management, the financial condition and the investment performance of the Fund and such information as is required by the Regulations.

MEMBER LEAVING STATEMENT

8.16 The Trustees shall give a person, as soon as practicable after becoming aware that the Person has ceased to be a Member of the Fund, a statement detailing such information as the Trustees reasonably believe the Person reasonably needs to understand the Member's benefit entitlements from the Fund and such information as is required by the Regulations.

ARTICLE 9 TRUSTEES

TRUSTEES STRUCTURE

9.1 The Trustee of the Fund shall be a Constitutional Corporation if the Sole or Primary purpose of the Fund is other than the provision of Old-Age Pensions.

APPOINTMENT OF TRUSTEES

9.2 The Trustees shall take such action as they consider necessary and appropriate to ensure that the Trustees are constituted in a manner which complies with the Regulations including action relating to constitution or governing rules of a Trustee which is a Constitutional Corporation and the eligibility, appointment, replacement, representation, removal and composition of Trustees and the board of directors of a Trustee which is a Constitutional Corporation.

9.3 A person shall only be appointed as a Trustee or a director of a corporate Trustee if that person consents in writing to the appointment. Each Trustee or a director of a corporate Trustee shall complete such other declarations, forms or notices regarding appointment as required under the Regulations. Each written consent, declaration, form or notice shall be retained by the Trustees for 10 years or such other period required by the Regulations.

9.4 The Trustees may be appointed, removed or replaced with the agreement of at least two-thirds of the Members except where there are only two Members in which case unanimous agreement is required and where there is a deadlock each individual Member's vote shall be weighted in relation to the value of the member's interest or entitlement in the Fund.

RETIREMENT OF TRUSTEES

9.5 A Trustee for the time being must retire or ceases to hold that office if:

9.5.1 being an individual Trustee, the person dies or becomes bankrupt or legally incompetent;

9.5.2 the Trustee resigns by notice in writing to the Members and the other Trustees, if any;

9.5.3 the Trustee is removed by the Members pursuant to Rule 9.4;

9.5.4 the Trustee is suspended or removed by the Regulator pursuant to the Regulations;

9.5.5 being a Constitutional Corporation, the Trustee is placed into receivership or liquidation whether compulsory or voluntary;

9.5.6 the Trustee is a disqualified person pursuant to the Regulations.

9.5.7 subject to the Regulations, complying status of the Fund would be jeopardised or altered unless the Trustee ceased to act in that role; or

9.5.8 where the Trustee is required by the Regulations to establish a procedure for the removal of Trustees,

the Trustee is removed by such procedure.

VACANCY

9.6 Any vacancy in the office of Trustee or the board of directors of a Constitutional Corporation holding the office of Trustee shall be filled within such period as and when required by the Regulations but until and unless the vacancy is filled, the continuing Trustees or the board of directors may exercise any of the powers, authorities and discretions conferred on the Trustees under the Deed provided that where there is at least two continuing Trustees or one continuing director there shall be no obligation to fill any vacancy unless required by the Regulations.

9.7 Notwithstanding anything contained in Rule 9.6 and without limiting the power to remove a Trustee under Rule 9.4, where a Trustee being an individual dies or is under a legal disability, the legal personal representative of the Trustee shall to the extent permitted by the Regulations replace that Trustee and where a Trustee is a Constitutional Corporation, the Trustee shall ensure that the constitution or governing rules of the Constitutional Corporation provide that a director of the Constitutional Corporation who dies or is under a legal disability shall to the extent permitted by the Regulations be replaced as a director of the Constitutional Corporation by the legal personal representative of that director. This sub-Rule shall not apply to any individual Trustee or a director of a Constitutional Corporation who is not also a Member of the Fund.

TRANSFER OF ASSETS

9.8 Upon a change of Trustees the retiring Trustee shall execute all transfers, deeds or other documents necessary to transfer investments or moneys into the name of the new Trustees.

COVENANTS GIVEN BY THE TRUSTEES

9.9 The Trustees give the following covenants:

9.9.1 to act honestly in all matters concerning the Fund;

9.9.2 to exercise, in relation to all matters affecting the Fund, the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with property of another for whom the person felt morally bound to provide;

9.9.3 to ensure that the Trustee's duties and powers are performed and exercised in the best interests of the beneficiaries;

9.9.4 to keep the money and other assets of the Fund separate from any money and assets, respectively:

9.9.4.1 that are held by the Trustees personally; or

9.9.4.2 that are money or assets, as the case may be, of an Employer or an associate of an Employer;

9.9.5 not to enter into any contract, or do anything else, that would prevent the Trustees from, or hinder the Trustees in, properly performing or exercising the Trustee's functions and powers;

9.9.6 to formulate and give effect to an investment strategy that has regard to the whole of the circumstances of the Fund including, but not limited to, the following:

9.9.6.1 the risk involved in making, holding and realising, and the likely return from the Fund's investments having regard to its objectives and its expected cash flow requirements;

9.9.6.2 the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;

9.9.6.3 the liquidity of the Fund's investments having regard to its expected cash flow requirements;

9.9.6.4 the ability of the Fund to discharge its existing and prospective liabilities;

9.9.7 if there are any Reserve Accounts of the Fund - to formulate and to give effect to a strategy for their prudential management, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due;

9.9.8 to allow a Member access to any prescribed information or any prescribed documents.

POWERS OF TRUSTEES

9.10 Without prejudice to the powers vested in the Trustees by the Trust Deed and the Rules or otherwise the Trustees shall have the following powers, that is to say, power:

9.10.1 to purchase, take on lease or licence, develop, construct, hold, improve, sell, transfer, convey, surrender, licence, lease or otherwise deal with real or personal property and, without limiting the generality of this sub-rule, to develop any commercial or retail premises and hold or sell, convey, surrender, lease or

licence such premises on such terms and conditions as they shall think fit;

9.10.2 to appoint and at their discretion remove or suspend the auditor, actuary, investment managers, investment advisers, custodian, managers, secretaries, clerks, agents and other servants, appoint them for permanent, temporary or special services as they from time to time think fit, determine their powers and duties and fix their salaries or emoluments and require security in such instances and to such amount as they may think fit and any person so employed shall be deemed for the purposes of the Rules to be employed by the Trustees;

9.10.3 to institute, conduct, defend, compound or abandon any legal proceedings by or against the Fund or its officers or otherwise concerning the affairs of the Fund and also to compound and allow time for payments or satisfaction of any debts due and of any claims or demands by or against the Fund;

9.10.4 to refer any claims or demands by or against the Fund to arbitration and observe and perform the awards;

9.10.5 to make and give receipts, releases and other discharges for money payable to the Fund and for the claims and demands of the Fund;

9.10.6 to open bank accounts and to retain on current or deposit account at any bank such moneys as it considers proper and to make regulations for the operation of such bank accounts including the signing and endorsing of cheques in connection therewith;

9.10.7 to determine who shall be entitled to sign on the Fund's behalf, receipts, acceptances, endorsements, releases, contracts and documents;

9.10.8 to pay benefits out of the Fund to persons entitled;

9.10.9 to decide as and when the need shall arise who are Dependents for the purposes of the Rules;

9.10.10 in case of mental or physical ill-health, or incapacity of a person entitled to benefits to pay or apply such benefits or any part thereof at their discretion to or for the benefit of such person and the Dependents of such person or any of them as the case may be without being responsible for seeing the application of payments under this sub-clause or payments made in the exercise of any other powers vested in the Trustees by the Trust Deed and the Rules;

9.10.11 to borrow or raise any financial accommodation including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument for the purposes permitted by the Regulations (including for the purpose of investing in an instalment warrant arrangement as permitted by Rule 7.8.6 of these Rules) and secure the borrowing or financial accommodation in such a manner and upon such terms and conditions and at such rate of interest as the Trustees determine and in particular, by assigning, pledging, charging or mortgaging all or any of the assets of the Fund

9.10.12 to elect that the Fund become a Regulated Superannuation Fund;

9.10.13 to act on a direction given by a Court or the Regulator;

9.10.14 to comply with the covenants of Trustees imposed by the Superannuation Industry (Supervision) Act 1993 (Commonwealth);

9.10.15 to delegate in writing the exercise of all or any of the powers or discretionary authorities hereby conferred on the Trustees and to execute any powers of attorney or other instruments necessary to effect such a delegation;

9.10.16 to provide indemnities to or on behalf of any person the Trustees see fit;

9.10.17 to appoint a custodian to hold assets of the Fund on such terms and conditions as the Trustees deem fit including the power to execute any deed creating a bare trust or such other form of trust permitted by the Regulations to give effect to the power to invest in an installment warrant arrangement as permitted by Rule 7.8.6 of these Rules; and

9.10.18 to do those things permitted or required by the Regulations. DUTIES OF TRUSTEES

9.11 The Trustees must:

9.11.1 ensure that any agreement made with an investment manager under which money of the Fund is placed in the control of the investment manager, is in writing and contains provisions which comply with the Regulations, including adequate provision to enable the Trustees to obtain information concerning the making of, and return on, the investments and to assess the capability of the investment manager.

9.11.2 keep and retain for at least 10 years minutes of all meetings of the Trustees at which matters affecting the Fund were considered.

9.11.3 keep and retain for at least 10 years records of all changes of trustees and, in the case of corporate trustees, directors of the corporate trustees.

9.11.4 keep and retain for at least 10 years copies of reports given in the same form to all Members of the

Fund.

9.11.5 within the time, if any, specified in the Regulations give written notice to the Regulator of any event or change having a significant adverse effect on the financial position of the Fund or any other event or change specified by the Regulations requiring written notice be given to the Regulator.

9.11.6 establish a procedure for the appointment and removal of member representatives to the board of directors of the Trustee, if the Trustee of the Fund is a Constitutional Corporation and it is necessary for Government Approval of the Fund.

INDEMNITY TO TRUSTEES

9.12 The Trustees and each person thereof in the case of a group of persons shall, unless prohibited by any law or court of competent jurisdiction, be indemnified out of the Fund against all liabilities incurred by them through any act or omission in the exercise of the powers, duties and discretions under the Trust Deed and the Rules or in the bona fide intended or purported exercise of their duties under the Trust Deed and the Rules and shall, unless prohibited by the Regulations have a lien on the Fund for such indemnity. The Trustees shall not be liable for any act or default done or omitted to be done in the exercise of their powers, duties and discretions or for any loss or expenses incurred by the Fund through the insufficiency or deficiency of any security in or upon which any of the moneys of the Fund shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any moneys or securities shall be deposited or for any other loss, damage or misfortune whatsoever except where the Trustees fail to act honestly in a matter concerning the Fund, where the Trustees intentionally or recklessly fail to exercise, in relation to a matter affecting the Fund, the degree of care and diligence that the Trustees were required to exercise or where the Trustees are liable for monetary penalty under a civil penalty order.

9.13 For the purposes of the Trust Deed and the Rules the Trustees shall be entitled to regard a discretion, instruction or other written authorisation signed by a Member as a valid discretion, instruction or other written authorisation of the Member.

DISCRETIONS

9.14 The Trustees in the exercise of the powers, authorities and discretions hereby vested in them shall have an absolute and uncontrolled discretion and may exercise or enforce all or any of such powers, authorities and discretions from time to time and at any time or may refrain from exercising all or any of such powers, authorities and discretions from time to time or at all and their decision as to the interpretation and effect of the Trust Deed and Rules shall be final, provided that the Trustees shall not discriminate against any person in a way which infringes any law of a Commonwealth or of a State or Territory that is applicable to the Fund, in respect of discrimination.

9.15 The Trustees or any director, employee, delegate, agent or other officer of the Trustees may be involved in the exercise of all powers, authorities and discretions conferred on the Trustees notwithstanding that they may have a conflict of interest or duty.

9.16 The Trustees may exercise or concur in exercising all of the powers and discretions contained in the Trust Deed and Rules or otherwise conferred by law notwithstanding that the Trustees or any person being an individual trustee of the Fund or any person being a director or shareholder of a corporate trustee of the Fund has or may have a direct personal interest (whether as trustee of any other trust or settlement or in his personal capacity or as a director or shareholder or member or partner of any company or partnership or as a unitholder in any unit trust or beneficiary of any discretionary trust or otherwise however) in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee may be a sole Trustee.

DELEGATION

9.17 The Trustees may delegate any of their powers, authorities and discretions vested in them (including the power of delegation) to any person in such manner and upon such terms and conditions as they think fit if the delegation is in accordance with the Regulations and may vary or revoke any delegation in such manner and terms as they see fit. The Trustees may exercise any power, authority or discretion in conjunction with or to the temporary or permanent exclusion of a delegate.

MANNER OF EXERCISE BY TRUSTEES OF DISCRETIONS, POWERS, ETC.

9.18 Where the Trustees consist of more than one person they:

9.18.1 may meet together in person, by telephone and/or by video conference facilities for the dispatch of business;

9.18.2 may adjourn and otherwise regulate their meetings as they think fit;

9.18.3 may determine the quorum necessary for the transaction of business;

9.18.4 shall appoint a chairman for the time being, from time to time or of each meeting, and

9.18.5 may act by a majority of two thirds of the total number of Trustees except where there is a total of two individual Trustees in which case unanimous approval is required and where there is deadlock each individual Trustees vote shall be weighted in relation to the value of their interest or entitlement in the Fund.

9.19 Where the Trustees consist of more than one person, a resolution in writing, signed by all the Trustees for the time being, shall be as valid and effectual as if it had been passed by a two thirds majority vote at a meeting of the Trustees duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Trustees.

9.20 Any minutes or resolutions so entered that purport to be signed as provided in Rules 9.18 and 9.19 shall be evidence of the proceedings or of the exercise of the discretion, authority or power to which it relates, as the case may be. When minutes or resolutions have been so entered and signed, then, until the contrary is proved:

9.20.1 the meeting (if any) shall be deemed to have been duly held and convened; 9.20.2 all proceedings had at any such meeting shall be deemed to have been duly had;

9.20.3 all determinations or decisions made at any meeting shall be deemed to be valid; and

9.20.4 where the minute or resolution does not relate to a meeting, the discretion, authority or power to which the minute or resolution relates shall be deemed to have been duly exercised.

9.21 If the Trustee is a Constitutional Corporation then such Constitutional Corporation may exercise or concur in exercising any discretion or power conferred on the Trustees by the Trust Deed to which these Rules are an annexure or by these Rules by a resolution of its directors or governing body in accordance with the company's Constitution, Memorandum and Articles of Association or other constituent document and may delegate the rights and powers conferred on it by the Trust Deed to which these Rules are an annexure or by these Rules.

NO REMUNERATION

9.22 The Trustees shall not be entitled to remuneration except to the extent permitted by the Regulations.

ARTICLE 10 WINDING UP

TERMINATION OF FUND

10.1 If it shall, at any time, appear to the Trustees, for such reasons as they shall think fit, appropriate so to do or if required by the Regulations then the Fund shall be terminated and the Trustees shall determine a termination date. In any event, if required by law the Fund shall be terminated on the eightieth anniversary of the Date of the Trust Deed or such later date as permitted by law.

10.2 Upon the termination of the Fund in accordance with Rule 10.1, no further contributions shall be accepted by the Trustees other than any arrears of contributions already due, which shall be called in immediately.

10.3 Subject to any requirement of the Regulations including any requirements relating to the preservation of

Benefits, as from the termination date, the assets of the Fund shall, after provision is made for all expenses and liabilities of the Fund, be held in trust and applied in the following priority:

10.3.1 in payment of benefits which on or before the termination date have become payable to Members or Dependents or legal personal representatives of deceased Members but not paid;

10.3.2 in payment or transfer of a Member's Accrued Benefit (but not including any amount that has not vested unless the Trustees determine that such amount shall vest) or entitlements to the Pension Reserve in accordance with these Rules;

10.3.3 in payment of any surplus to Members, former Members, Dependents of Members and former Members, or legal personal representatives of Members, former Members or Dependents in proportions the Trustees in their discretion determine is appropriate.

10.4 Where a Member dies before receiving a Benefit to which the Member has become entitled pursuant to Rule 10.3 such Benefit shall be paid in accordance with Rule 5.9.

ARTICLE 11 SAVING PROVISIONS

11.1 If a provision of the Deed or Rules would otherwise be wholly or partly invalid because it:

11.1.1 subjects the Trustees to direction by another person; or

11.1.2 permits a person to exercise a discretion without the consent of the Trustees, then the Trustees' consent is required for the giving of the direction or exercise of the discretion.

ARTICLE 12 COMPLIANCE WITH THE REGULATIONS

12.1 Notwithstanding anything to the contrary contained within these Rules, the Trustees may do anything that is allowed by or under the Regulations from time to time and must not do anything that is prohibited by the Regulations from time to time or anything that will jeopardise or alter the complying status of the Fund where the Trustees have made an election to be regulated as a self-managed superannuation fund.

12.2 This Rule is paramount and it shall prevail over any inconsistent Rule herein.

SCHEDULE 1

1 The Accumulated Contributions in respect of each Member shall be determined at the end of each Financial Year as follows:

1.1 To the Accumulated Contributions in respect of the Member at the beginning of the Financial Year there shall be added:

1.1.1 contributions made in respect of the Member during the Financial Year; and

1.1.2 the proceeds of any Individual Policies in respect of the Member of the kind referred to in paragraph 1.1.5 below;

1.1.3 the income derived from any assets held in respect of the Member in accordance with Rule 7.10 and which are deemed by the Trustees to have been secured with monies debited to the Member's Accumulated Contributions as referred to in paragraph 1.1.6 below;

1.1.4 Splittable Contributions transferred or allocated to a Member which the Trustees have determined shall be credited to the Members Accumulated Contributions; and

1.1.5 amounts credited to the Member out of the Reserve Account; and there shall be subtracted:

1.1.6 premiums paid during the Financial Year under any Individual Policy in respect of the Member which the Trustees have determined shall be funded out of Member contributions, and

1.1.7 amounts paid during the Financial Year to secure assets specific to the Member in accordance with Rule 7.10 and which the Trustees have determined shall be funded out of the Member's Accumulated Contributions; and

1.1.8 Benefits paid in respect of the Member during the Financial Year;

1.1.9 Splittable Contributions transferred or allocated from the Member to another Member or an Eligible Fund which the Trustees have determined shall be debited to the Members Accumulated Contributions;

1.1.10 any amounts by way of tax and expenses which are or may become payable and which the Trustees consider proper to be deducted from the Member's Accumulated Contributions; and

1.1.11 any other amounts that the Trustees are required to deduct in accordance with the Regulations.

1.2 The profit for the Financial Year shall be determined by deducting from the net assets of the Fund, as shown in the balance sheet at the end of the Financial Year, the total value of any individual Policies, the total value of any assets held in respect of specific Members in accordance with Rule 7.10, the total of the amounts determined under paragraph 1.1 above for all Members, any amount in the Reserve Accounts and such other amounts credited to Members in accordance with paragraph 2.3 below.

1.3 The profit for the Financial Year shall, after deducting any amount that the Trustees determine to allocate to the Reserve Accounts, be allocated to each Member's Accumulated Contributions in one of the following ways, as the Trustees shall determine:

1.3.1 in proportion to the Member's Accumulated Contributions as at the beginning of the Financial Year;

1.3.2 in proportion to the amount determined under paragraph 1.1; or

1.3.3 in proportion to the amount determined under paragraph 1.1 above but with allowance being made, on such basis as the Trustees may determine, for the time during the Financial Year at which each item required to be added or subtracted under paragraph 1.1 was received or paid.

2 The Accrued Benefit in respect of a Member shall be determined as follows:

2.1 The Member's Accumulated Contributions at the beginning of the Financial Year shall be increased and decreased in the manner indicated in paragraph 1.1 above.

2.2 To the amount determined under paragraph 2.1 above, shall be added an amount representing a share of the profit for the Financial Year to date. This share will be determined by the Trustees and will be calculated as a proportion of the profit allocated to the Member's Accumulated Contributions at the end of the previous Financial Year in accordance with paragraph 1.3 above but with such allowance as the Trustees think fit having regard to:

- 2.2.1 the growth in the Members Accumulated Contributions;
- 2.2.2 the property held on behalf of a Member and the income earned from that property;
- 2.2.3 the balance of any Reserve Accounts;
- 2.2.4 the length of time since the beginning of the Financial Year;
- 2.2.5 length of membership;
- 2.2.6 investment strategies;
- 2.2.7 any actuarial advice;
- 2.2.8 the exchange and segregation of any Fund assets set aside to meet current pension liabilities or for other Fund purposes and the extent to which profit is attributable to those assets; and
- 2.2.9 and any particularly adverse or favourable circumstances known to the Trustees.;

2.3 To the amount determined under paragraphs 2.1 and 2.2 above, provided they have not already been added to or deducted from the Member's Accumulated Contributions under the provisions of paragraph 2.1 above, as the case may be:

2.3.1 shall be added:

2.3.1.1 the value of any Individual Policy or Assets held in respect of the Member in accordance with Rule 7.10;

2.3.1.2 any part of an amount transferred from an Eligible Fund in respect of the Member pursuant to Rule 2.7 which the Trustees have determined shall be credited to the Members Accrued Benefit;

2.3.1.3 any other amount which shall be credited for the purposes of these Rules or required by the Regulations;

2.3.2 shall be subtracted:

2.3.2.1 any part of an amount transferred to an Eligible Fund in respect of the Member pursuant to Rule 2.8 or Rule 2.10 which the Trustees have determined shall be debited to the Members Accrued Benefit;

2.3.2.2 any other amount which shall be debited for the purposes of these Rules or required by the Regulations;

2.4 In determining the share of profit from property under paragraph 2.2.2 above, attributing profit to assets set aside to meet current pension liabilities of the Fund or for other purposes of the Fund for the purposes of paragraph 2.2.8 above or identifying value to be credited to reserves or liability accounts established in accordance with Rule 7.12.8, the Trustees may determine that any debit, credit or adjustment to an Accrued Benefit, Reserve Account or account that impacts on a Members Accrued Benefit, Reserve Accounts or accounts, expenses or financial position of the Fund is to be included or excluded as the case may be at the discretion of the Trustees from such determination, attribution or identification and the Trustees shall not be bound to either explain or give reasons unless required by the Regulations.

**ASIC**

Australian Securities & Investments Commission

Forms Manager

Registered Agents

Company: BYRNE & SINGH SUPER PTY LTD ACN 161 998 027**Company details**

Date company registered 18-01-2013
 Company next review date 18-01-2024
 Company type Australian Proprietary Company
 Company status Registered
 Home unit company No
 Superannuation trustee company Yes
 Non profit company No

Registered office

530 BRISBANE VALLEY HIGHWAY , WANORA QLD 4306

Future address

C/- SMSF AUSTRALIA, UNIT 8 , 435-439 FULLARTON ROAD , HIGHGATE SA 5063 Start date: 06-09-2023

Principal place of business

530 BRISBANE VALLEY HIGHWAY , WANORA QLD 4306

Officeholders

SINGH, WAYNE BRADLEY

Born 21-03-1974 at LISMORE NSW

530 BRISBANE VALLEY HIGHWAY , WANORA QLD 4306

Office(s) held: Director, appointed 18-01-2013

SINGH, BELINDA ANNE

Born 20-01-1980 at IPSWICH QLD

530 BRISBANE VALLEY HIGHWAY , WANORA QLD 4306

Office(s) held: Director, appointed 18-01-2013
 Secretary, appointed 18-01-2013

Company share structure

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY SHARES	120	120.00	0.00

Members

SINGH , WAYNE BRADLEY

530 BRISBANE VALLEY HIGHWAY , WANORA QLD 4306

Share class	Total number held	Fully paid	Beneficially held
ORD	60	Yes	Yes

SINGH , BELINDA ANNE

530 BRISBANE VALLEY HIGHWAY , WANORA QLD 4306

Share class	Total number held	Fully paid	Beneficially held
ORD	60	Yes	Yes

Document history

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

Received	Number	FormDescription	Status
30-08-2023	7ECH84508 484	CHANGE TO COMPANY DETAILS	Processed - awaiting imaging
26-02-2020	1EDT37243 484	CHANGE TO COMPANY DETAILS	Processed and imaged
28-02-2017	2E9494829 484	CHANGE TO COMPANY DETAILS	Processed and imaged

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