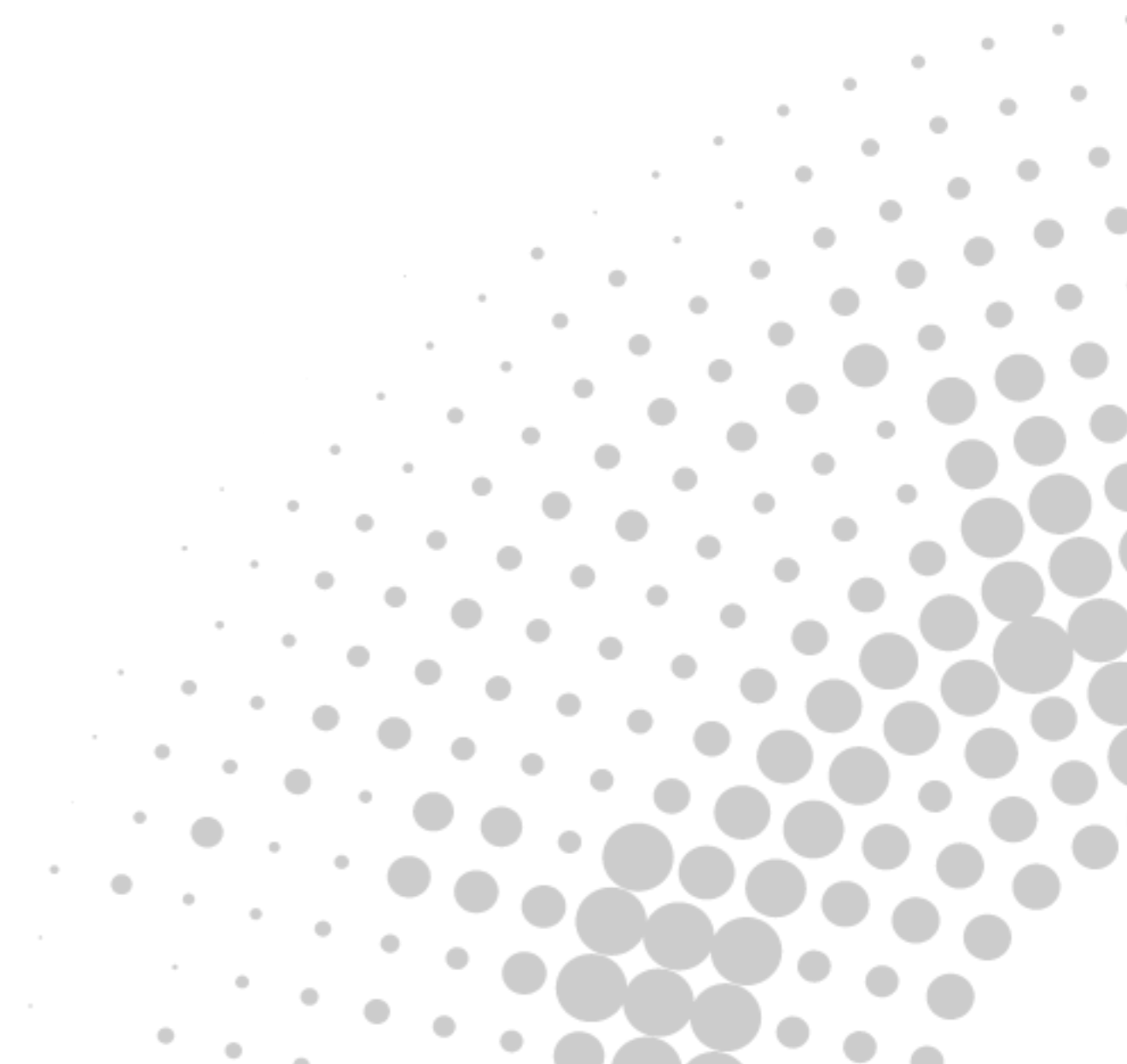


Compliance Workpapers
Franko Super
Financial Year - 2023



Fund Details

Fund Name	Franko Super
Contact no	
Financial Year	2023
Established Date	17/09/2020
ABN	38 958 413 283
TFN	641406699
Trustee Type	Corporate
Trustees	Franko Super Pty Ltd
ACN	644416240

Statement of Financial Position

Assets	Qty	2023	2022	Change (\$)	Change (%)	
Other Assets	0.00	45,331.93	48,363.69	-3,031.76	6.27	
Cash At Bank	0.00	45,331.93	48,363.69	-3,031.76	6.27	WP-1
ANZ Bank Account	0.00	45,331.93	48,363.69	-3,031.76	6.27	
Total Assets	0.00	45,331.93	48,363.69	-3,031.76	6.27	

Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
Income Tax Payable	0.00	0.00	0.90	-0.90	100.00	WP-1 WP-2
Income Tax Payable	0.00	0.00	0.90	-0.90	100.00	
Total Liabilities	0.00	0.00	0.90	-0.90	100.00	

Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
Member Entitlement Accounts	0.00	45,331.93	48,362.79	-3,030.86	6.27	WP-1 WP-2
Mr Spencer Franko	0.00	45,331.93	48,362.79	-3,030.86	6.27	
Accumulation	0.00	45,331.93	48,362.79	-3,030.86	6.27	
Total Member Entitlements	0.00	45,331.93	48,362.79	-3,030.86	6.27	

Operating Statement

Income	2023	2022	Change (\$)	Change (%)	
Investment Income	548.14	24.27	523.87	2,158.51	WP-1 WP-2
Interest	548.14	24.27	523.87	2,158.51	WP-1
Cash At Bank	548.14	24.27	523.87	2,158.51	
ANZ Bank Account	548.14	24.27	523.87	2,158.51	
Total Income	548.14	24.27	523.87	2,158.51	
Expenses	2023	2022	Change (\$)	Change (%)	
Other Expenses	3,579.00	317.00	3,262.00	1,029.02	
Accountancy Fee	1,980.00	0.00	1,980.00	100.00	WP-1 WP-2
ASIC Fee	59.00	56.00	3.00	5.36	WP-1
Auditor Fee	660.00	0.00	660.00	100.00	
Fine	362.00	261.00	101.00	38.70	WP-1
SMSF Supervisory Levy	518.00	0.00	518.00	100.00	WP-1
Total Expenses	3,579.00	317.00	3,262.00	1,029.02	
Income Tax	2023	2022	Change (\$)	Change (%)	
Total Income Tax	0.00	0.00	0.00	0.00	
Net Profit(Loss) Total	-3,030.86	-292.73			

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			
Mr Spencer Franko (Age: 30 at 30/06/2023)										
Accumulation	Accumulation	48,362.79	0.00	0.00	45,331.93	0.00	0.00			

Tax Component Verification (Accumulation)

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Account Name		Prior Year Tax Free Amount	Current Year Tax Free Amount
Mr Spencer Franko (Age: 30 at 30/06/2023)				
	Accumulation		93.23	93.23

Work Test - Good to Go

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

Contribution Cap Limit

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Current Year Contributions		Concessional	Non-Concessional
<p>Mr Spencer Franko Date of Birth: 12/11/1992 (Age: 29 at 30/06/2023)</p>				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		102,500.00	0.00
	Maximum cap available		130,000.00	110,000.00
	Contributions made (to this fund)		0.00	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		0.00	0.00
	Amount above caps		0.00	0.00

Negative Balance - Good to Go

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

Contra Bank Entries - 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
Investment Income / Interest / Cash At Bank / ANZ Bank Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
29/07/2022	CREDIT INTEREST PAID	0.00	0.00	1.92	1.92
31/08/2022	CREDIT INTEREST PAID	0.00	0.00	10.14	12.06
30/09/2022	CREDIT INTEREST PAID	0.00	0.00	21.43	33.49
31/10/2022	CREDIT INTEREST PAID	0.00	0.00	42.58	76.07
30/11/2022	CREDIT INTEREST PAID	0.00	0.00	49.91	125.98
30/12/2022	CREDIT INTEREST PAID	0.00	0.00	49.86	175.84
31/01/2023	CREDIT INTEREST PAID	0.00	0.00	52.87	228.71
28/02/2023	CREDIT INTEREST PAID	0.00	0.00	48.64	277.35
31/03/2023	CREDIT INTEREST PAID	0.00	0.00	63.64	340.99
28/04/2023	CREDIT INTEREST PAID	0.00	0.00	62.31	403.30
31/05/2023	CREDIT INTEREST PAID	0.00	0.00	73.53	476.83
30/06/2023	CREDIT INTEREST PAID	0.00	0.00	71.31	548.14
30/06/2023	Closing Balance	0.00	0.00	0.00	548.14
Other Expenses / Accountancy Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
13/09/2022	ANZ MOBILE BANKING PAYMENT 930188 TO SMSF AUSTRALIA	0.00	880.00	0.00	880.00

Date	Description	Quantity	Debits	Credits	Balance
07/02/2023	ANZ MOBILE BANKING PAYMENT 655546 TO SMSF AUSTRALIA	0.00	1,100.00	0.00	1,980.00
30/06/2023	Closing Balance	0.00	0.00	0.00	1,980.00
Other Expenses / ASIC Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
23/12/2022	ANZ INTERNET BANKING BPAY ASIC {151406}	0.00	59.00	0.00	59.00
30/06/2023	Closing Balance	0.00	0.00	0.00	59.00
Other Expenses / Auditor Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
13/09/2022	ANZ MOBILE BANKING PAYMENT 930188 TO SMSF AUSTRALIA	0.00	330.00	0.00	330.00
07/02/2023	ANZ MOBILE BANKING PAYMENT 655546 TO SMSF AUSTRALIA	0.00	330.00	0.00	660.00
30/06/2023	Closing Balance	0.00	0.00	0.00	660.00
Other Expenses / Fine					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
23/12/2022	ANZ INTERNET BANKING BPAY ASIC {151406}	0.00	362.00	0.00	362.00
30/06/2023	Closing Balance	0.00	0.00	0.00	362.00
Other Expenses / SMSF Supervisory Levy					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
14/09/2022	Fund Income Tax Payment	0.00	518.00	0.00	518.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	518.00
Cash At Bank - ANZ Bank Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	48,363.69
29/07/2022	CREDIT INTEREST PAID	0.00	1.92	0.00	48,365.61
31/08/2022	CREDIT INTEREST PAID	0.00	10.14	0.00	48,375.75
13/09/2022	ANZ MOBILE BANKING PAYMENT 930188 TO SMSF AUSTRALIA	0.00	0.00	1,210.00	47,165.75
14/09/2022	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {769797}	0.00	0.00	518.90	46,646.85
30/09/2022	CREDIT INTEREST PAID	0.00	21.43	0.00	46,668.28
31/10/2022	CREDIT INTEREST PAID	0.00	42.58	0.00	46,710.86
30/11/2022	CREDIT INTEREST PAID	0.00	49.91	0.00	46,760.77
23/12/2022	ANZ INTERNET BANKING BPAY ASIC {151406}	0.00	0.00	421.00	46,339.77
30/12/2022	CREDIT INTEREST PAID	0.00	49.86	0.00	46,389.63
31/01/2023	CREDIT INTEREST PAID	0.00	52.87	0.00	46,442.50
07/02/2023	ANZ MOBILE BANKING PAYMENT 655546 TO SMSF AUSTRALIA	0.00	0.00	1,430.00	45,012.50
28/02/2023	CREDIT INTEREST PAID	0.00	48.64	0.00	45,061.14
31/03/2023	CREDIT INTEREST PAID	0.00	63.64	0.00	45,124.78
28/04/2023	CREDIT INTEREST PAID	0.00	62.31	0.00	45,187.09
31/05/2023	CREDIT INTEREST PAID	0.00	73.53	0.00	45,260.62

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	CREDIT INTEREST PAID	0.00	71.31	0.00	45,331.93
30/06/2023	Closing Balance	0.00	0.00	0.00	45,331.93
Other Assets - Receivables / Investment Income Receivable / Interest / Cash At Bank / ANZ Bank Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
29/07/2022	CREDIT INTEREST PAID	0.00	0.00	1.92	1.92
29/07/2022	CREDIT INTEREST PAID	0.00	1.92	0.00	0.00
31/08/2022	CREDIT INTEREST PAID	0.00	0.00	10.14	10.14
31/08/2022	CREDIT INTEREST PAID	0.00	10.14	0.00	0.00
30/09/2022	CREDIT INTEREST PAID	0.00	0.00	21.43	21.43
30/09/2022	CREDIT INTEREST PAID	0.00	21.43	0.00	0.00
31/10/2022	CREDIT INTEREST PAID	0.00	0.00	42.58	42.58
31/10/2022	CREDIT INTEREST PAID	0.00	42.58	0.00	0.00
30/11/2022	CREDIT INTEREST PAID	0.00	0.00	49.91	49.91
30/11/2022	CREDIT INTEREST PAID	0.00	49.91	0.00	0.00
30/12/2022	CREDIT INTEREST PAID	0.00	0.00	49.86	49.86
30/12/2022	CREDIT INTEREST PAID	0.00	49.86	0.00	0.00
31/01/2023	CREDIT INTEREST PAID	0.00	0.00	52.87	52.87
31/01/2023	CREDIT INTEREST PAID	0.00	52.87	0.00	0.00
28/02/2023	CREDIT INTEREST PAID	0.00	0.00	48.64	48.64
28/02/2023	CREDIT INTEREST PAID	0.00	48.64	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
31/03/2023	CREDIT INTEREST PAID	0.00	0.00	63.64	63.64
31/03/2023	CREDIT INTEREST PAID	0.00	63.64	0.00	0.00
28/04/2023	CREDIT INTEREST PAID	0.00	0.00	62.31	62.31
28/04/2023	CREDIT INTEREST PAID	0.00	62.31	0.00	0.00
31/05/2023	CREDIT INTEREST PAID	0.00	0.00	73.53	73.53
31/05/2023	CREDIT INTEREST PAID	0.00	73.53	0.00	0.00
30/06/2023	CREDIT INTEREST PAID	0.00	0.00	71.31	71.31
30/06/2023	CREDIT INTEREST PAID	0.00	71.31	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Accountancy Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
13/09/2022	ANZ MOBILE BANKING PAYMENT 930188 TO SMSF AUSTRALIA	0.00	0.00	880.00	880.00
13/09/2022	ANZ MOBILE BANKING PAYMENT 930188 TO SMSF AUSTRALIA	0.00	880.00	0.00	0.00
07/02/2023	ANZ MOBILE BANKING PAYMENT 655546 TO SMSF AUSTRALIA	0.00	0.00	1,100.00	1,100.00
07/02/2023	ANZ MOBILE BANKING PAYMENT 655546 TO SMSF AUSTRALIA	0.00	1,100.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / ASIC Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
23/12/2022	ANZ INTERNET BANKING BPAY ASIC {151406}	0.00	0.00	59.00	59.00
23/12/2022	ANZ INTERNET BANKING BPAY ASIC {151406}	0.00	59.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Auditor Fee					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
13/09/2022	ANZ MOBILE BANKING PAYMENT 930188 TO SMSF AUSTRALIA	0.00	0.00	330.00	330.00
13/09/2022	ANZ MOBILE BANKING PAYMENT 930188 TO SMSF AUSTRALIA	0.00	330.00	0.00	0.00
07/02/2023	ANZ MOBILE BANKING PAYMENT 655546 TO SMSF AUSTRALIA	0.00	0.00	330.00	330.00
07/02/2023	ANZ MOBILE BANKING PAYMENT 655546 TO SMSF AUSTRALIA	0.00	330.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Fine					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
23/12/2022	ANZ INTERNET BANKING BPAY ASIC {151406}	0.00	0.00	362.00	362.00
23/12/2022	ANZ INTERNET BANKING BPAY ASIC {151406}	0.00	362.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Income Tax Suspense					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
14/09/2022	Fund Income Tax Payment	0.00	0.00	518.90	518.90
14/09/2022	Fund Income Tax Payment	0.00	518.90	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Income Tax Payable / Income Tax Payable					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.90
14/09/2022	Fund Income Tax Payment	0.00	0.90	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Fund Suspense / ANZ Bank Account					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
29/07/2022	CREDIT INTEREST PAID	0.00	0.00	1.92	1.92
29/07/2022	CREDIT INTEREST PAID	0.00	1.92	0.00	0.00
31/08/2022	CREDIT INTEREST PAID	0.00	0.00	10.14	10.14
31/08/2022	CREDIT INTEREST PAID	0.00	10.14	0.00	0.00
13/09/2022	ANZ MOBILE BANKING PAYMENT 930188 TO SMSF AUSTRALIA	0.00	0.00	330.00	330.00
13/09/2022	ANZ MOBILE BANKING PAYMENT 930188 TO SMSF AUSTRALIA	0.00	0.00	880.00	1,210.00
13/09/2022	ANZ MOBILE BANKING PAYMENT 930188 TO SMSF AUSTRALIA	0.00	1,210.00	0.00	0.00
14/09/2022	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {769797}	0.00	0.00	518.90	518.90
14/09/2022	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {769797}	0.00	518.90	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/09/2022	CREDIT INTEREST PAID	0.00	0.00	21.43	21.43
30/09/2022	CREDIT INTEREST PAID	0.00	21.43	0.00	0.00
31/10/2022	CREDIT INTEREST PAID	0.00	0.00	42.58	42.58
31/10/2022	CREDIT INTEREST PAID	0.00	42.58	0.00	0.00
30/11/2022	CREDIT INTEREST PAID	0.00	0.00	49.91	49.91
30/11/2022	CREDIT INTEREST PAID	0.00	49.91	0.00	0.00
23/12/2022	ANZ INTERNET BANKING BPAY ASIC {151406}	0.00	0.00	59.00	59.00
23/12/2022	ANZ INTERNET BANKING BPAY ASIC {151406}	0.00	0.00	362.00	421.00
23/12/2022	ANZ INTERNET BANKING BPAY ASIC {151406}	0.00	421.00	0.00	0.00
30/12/2022	CREDIT INTEREST PAID	0.00	0.00	49.86	49.86
30/12/2022	CREDIT INTEREST PAID	0.00	49.86	0.00	0.00
31/01/2023	CREDIT INTEREST PAID	0.00	0.00	52.87	52.87
31/01/2023	CREDIT INTEREST PAID	0.00	52.87	0.00	0.00
07/02/2023	ANZ MOBILE BANKING PAYMENT 655546 TO SMSF AUSTRALIA	0.00	0.00	330.00	330.00
07/02/2023	ANZ MOBILE BANKING PAYMENT 655546 TO SMSF AUSTRALIA	0.00	0.00	1,100.00	1,430.00
07/02/2023	ANZ MOBILE BANKING PAYMENT 655546 TO SMSF AUSTRALIA	0.00	1,430.00	0.00	0.00
28/02/2023	CREDIT INTEREST PAID	0.00	0.00	48.64	48.64
28/02/2023	CREDIT INTEREST PAID	0.00	48.64	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
31/03/2023	CREDIT INTEREST PAID	0.00	0.00	63.64	63.64
31/03/2023	CREDIT INTEREST PAID	0.00	63.64	0.00	0.00
28/04/2023	CREDIT INTEREST PAID	0.00	0.00	62.31	62.31
28/04/2023	CREDIT INTEREST PAID	0.00	62.31	0.00	0.00
31/05/2023	CREDIT INTEREST PAID	0.00	0.00	73.53	73.53
31/05/2023	CREDIT INTEREST PAID	0.00	73.53	0.00	0.00
30/06/2023	CREDIT INTEREST PAID	0.00	0.00	71.31	71.31
30/06/2023	CREDIT INTEREST PAID	0.00	71.31	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
Member Entitlement Accounts / Mr Spencer Franko / Accumulation					
01/07/2022	Opening Balance	0.00	0.00	0.00	48,362.79
30/06/2023	Investment Profit or Loss	0.00	3,030.86	0.00	45,331.93
30/06/2023	Closing Balance	0.00	0.00	0.00	45,331.93

Permanent Documents

Franko Super Pty Ltd 2022 Annual ASIC Statement.pdf
OCR_ASIC Annual Statement.pdf
OCR_Signed Trustee Declaratiom.pdf
OCR_Certified License.pdf
OCR_Signed Trust Deed.pdf

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

Who should complete this annual return?

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

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

To complete this annual return

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

S M I T H S T

- Place X in ALL applicable boxes.

➤ Postal address for annual returns:

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

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

1 **Tax file number (TFN)**

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

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

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

Franko Super

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

4 **Current postal address**

PO Box 230

Suburb/town

Glen Osmond

State/territory

SA

Postcode

5064

5 **Annual return status**

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

A No Yes

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

B No Yes

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

6 SMSF auditor

Auditor's name

Title: MR

Family name

Boys

First given name

Anthony

Other given names

SMSF Auditor Number

100014140

Auditor's phone number

04

10702708

Postal address

PO Box 3376

Suburb/town

Rundle Mall

State/territory

SA

Postcode

5000

Date audit was completed

A

Day Month Year

Was Part A of the audit report qualified?

B No Yes

Was Part B of the audit report qualified?

C No Yes

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

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

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

A Fund's financial institution account details

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

Fund BSB number 015513

Fund account number 427985451

Fund account name

Franco Super Pty Ltd ATF Franko Super

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

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

BSB number

Account number

Account name

C Electronic service address alias

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

smsfdataflow

Fund's tax file number (TFN)

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

9 Was the fund wound up during the income year?

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

10 Exempt current pension income

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

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

No Go to Section B: Income.

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

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

Segregated assets method **B**

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

Did the fund have any other income that was assessable?

E Yes Go to Section B: Income.

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

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

Fund's tax file number (TFN)

Section B: Income

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

11 Income

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

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

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

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

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

Gross interest **C** \$ -00

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

Gross foreign income **D1** \$ -00 Net foreign income **D** \$ -00 Loss

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

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

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

Calculation of assessable contributions

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

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

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

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

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

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

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

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

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

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

Calculation of non-arm's length income

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

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

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

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

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

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

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

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

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

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

Fund's tax file number (TFN)

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

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

DEDUCTIONS		NON-DEDUCTIBLE EXPENSES	
Interest expenses within Australia	A1 \$ <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="0"/> -00	F2 \$ <input type="text" value="0"/> -00	
SMSF auditor fee	H1 \$ <input type="text" value="660"/> -00	H2 \$ <input type="text" value="0"/> -00	
Investment expenses	I1 \$ <input type="text" value="0"/> -00	I2 \$ <input type="text" value="0"/> -00	
Management and administration expenses	J1 \$ <input type="text" value="2039"/> -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 Code <input type="text" value="0"/>	L2 \$ <input type="text" value="362"/> -00 Code <input type="text" value="0"/>	
Tax losses deducted	M1 \$ <input type="text" value="0"/> -00		

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

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

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

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

#This is a mandatory label.

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

Section D: Income tax calculation statement

#Important:

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

13 Calculation statement

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

#Taxable income **A** \$ -00
(an amount must be included even if it is zero)

#Tax on taxable income **T1** \$
(an amount must be included even if it is zero)

#Tax on no-TFN-quoted contributions **J** \$
(an amount must be included even if it is zero)

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

Foreign income tax offset
C1 \$

Rebates and tax offsets
C2 \$

Non-refundable non-carry forward tax offsets
C \$
(C1 plus C2)

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

Early stage venture capital limited partnership tax offset
D1 \$

Early stage venture capital limited partnership tax offset carried forward from previous year
D2 \$

Early stage investor tax offset
D3 \$

Early stage investor tax offset carried forward from previous year
D4 \$

Non-refundable carry forward tax offsets
D \$
(D1 plus D2 plus D3 plus D4)

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

Complying fund's franking credits tax offset
E1 \$

No-TFN tax offset
E2 \$

National rental affordability scheme tax offset
E3 \$

Exploration credit tax offset
E4 \$

Refundable tax offsets
E \$
(E1 plus E2 plus E3 plus E4)

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

Section 102AAM interest charge
G \$

Fund's tax file number (TFN)

Credit for tax withheld – foreign resident withholding (excluding capital gains)

H2 \$

Credit for tax withheld – where ABN or TFN not quoted (non-individual)

H3 \$

Credit for TFN amounts withheld from payments from closely held trusts

H5 \$

Credit for interest on no-TFN tax offset

H6 \$

Credit for foreign resident capital gains withholding amounts

H8 \$

Eligible credits

H \$
(H2 plus H3 plus H5 plus H6 plus H8)

#Tax offset refunds
(Remainder of refundable tax offsets)

I \$
(unused amount from label E – an amount must be included even if it is zero)

PAYG instalments raised

K \$

Supervisory levy

L \$

Supervisory levy adjustment for wound up funds

M \$

Supervisory levy adjustment for new funds

N \$

AMOUNT DUE OR REFUNDABLE
A positive amount at **S** is what you owe, while a negative amount is refundable to you.

S \$
(T5 plus G less H less I less K plus L less M plus N)

#This is a mandatory label.

Section E: Losses

14 Losses

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

Tax losses carried forward to later income years **U \$** **-00**

Net capital losses carried forward to later income years **V \$** **-00**

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

Section F: Member information

MEMBER 1

Title:

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Day Month Year

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 \$

Income stream payments

R2 \$

Code

Code

Accumulation phase account balance

S1 \$

Retirement phase account balance - Non CDBIS

S2 \$

Retirement phase account balance - CDBIS

S3 \$

TRIS Count

CLOSING ACCOUNT BALANCE S \$

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

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

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

Fund's tax file number (TFN)

Section H: Assets and liabilities

15 ASSETS

15a Australian managed investments

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

15b Australian direct investments

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

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

15c Other investments

Crypto-Currency **N** \$

15d Overseas direct investments

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

TOTAL AUSTRALIAN AND OVERSEAS ASSETS **U** \$
 (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 \$

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="45331"/>
Reserve accounts			X \$	<input type="text" value="0"/>
Other liabilities			Y \$	<input type="text" value="0"/>
TOTAL LIABILITIES			Z \$	<input type="text" value="45331"/>

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 2022–23 income year, write **2023**). **A**

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

Interposed entity election status

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

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

Section K: **Declarations**

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

Important

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

Privacy

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

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

TRUSTEE'S OR DIRECTOR'S DECLARATION:

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

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

Date / /
Day / Month / Year

Preferred trustee or director contact details:

Title:

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return Hrs

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

TAX AGENT'S DECLARATION:

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

Tax agent's signature

Date / /
Day / Month / Year

Tax agent's contact details

Title:

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

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

Payment Date	Income Type	Ledger Data		Diff *	Announcement Data					
		Total Income	Tax Credits+		Quantity	Held < 45 Days	Amount Per Unit	Total Income	Tax Credits+	
Cash At Bank										
ANZ.BACCT: ANZ Bank Account										
29/07/2022	Interest	1.92	0.00							
31/08/2022	Interest	10.14	0.00							
30/09/2022	Interest	21.43	0.00							
31/10/2022	Interest	42.58	0.00							
30/11/2022	Interest	49.91	0.00							
30/12/2022	Interest	49.86	0.00							
31/01/2023	Interest	52.87	0.00							
28/02/2023	Interest	48.64	0.00							
31/03/2023	Interest	63.64	0.00							
28/04/2023	Interest	62.31	0.00							
31/05/2023	Interest	73.53	0.00							
30/06/2023	Interest	71.31	0.00							
		548.14	0.00							
Total		548.14	0.00							

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

Franko Super

Tax Accounting Reconciliation

For the period 1 July 2022 to 30 June 2023

		2023
		\$
Operating Statement Profit vs. Provision for Income Tax		
Benefits Accrued as a Result of Operations before Income Tax		(3,030.86)
<u>ADD:</u>		
Excess Accounting Loss Carried Forward		32.00
Non-Deductible Expenses		362.00
<u>LESS:</u>		
Carry Forward Accounting Loss		32.00
Rounding		0.14
Taxable Income or Loss		<u>(2,669.00)</u>
	Income Amount	Tax Amount
Gross Tax @ 15% for Concessional Income	(2,669.00)	0.00
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	2,669.00	0.00
Provision for Income Tax		<u>0.00</u>

Provision for Income Tax vs. Income Tax Expense

Provision for Income Tax	0.00
Income Tax Expense	<u>0.00</u>

Provision for Income Tax vs. Income Tax Payable

Provision for Income Tax	0.00
Income Tax Payable (Receivable)	<u>0.00</u>

Exempt Current Pension Income Settings

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



Franko Super

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

Member's Detail	Opening Balance	Increases				Decreases					Closing Balance
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out	Ben Paid	
Mr Spencer Franko											
1/3 Worman Street BERRI SA 5343											
Accumulation Accumulation	48,362.79	0.00	0.00	(3,030.86)	0.00	0.00	0.00	0.00	0.00	0.00	45,331.93
	48,362.79	0.00	0.00	(3,030.86)	0.00	0.00	0.00	0.00	0.00	0.00	45,331.93
	48,362.79	0.00	0.00	(3,030.86)	0.00	0.00	0.00	0.00	0.00	0.00	45,331.93

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

Total Income	Add			Less					Taxable Income (excluding Capital Gains)	Indexed Capital Gains *	Discounted Capital Gains *	Other Capital Gains *	CGT Concession Amount *
	Franking Credits	Foreign Credits	TFN Credits	Tax Free	Tax Exempt	Tax Deferred	Distributed Capital Gains	GST					
<u>Bank</u>													
ANZ Bank Account													
548.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	548.14	0.00	0.00	0.00	0.00
548.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	548.14	0.00	0.00	0.00	0.00
548.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	548.14	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.

Franko Super
(ABN: 38 958 413 283)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 1/3 Worman Street BERRI, SA 5343
Member	Number: 1
Mr Spencer Herrmann Franko	Date of Birth: 12 November 1992 Date Joined Fund: 17 September 2020 Eligible Service Date: 26 March 2021 Tax File Number Held: Yes

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

Your Accounts

Withdrawal Benefit as at 1 Jul 2022	
Accumulation	48,362.79
Total as at 1 Jul 2022	48,362.79
Withdrawal Benefit as at 30 Jun 2023	
Accumulation	45,331.93
Total as at 30 Jun 2023	45,331.93

Your Tax Components

Tax Free	93.23
Taxable - Taxed	45,238.70
Taxable - Untaxed	-

Your Preservation Components

Preserved	45,331.93
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:
mail Franko Super, 5 Caspian Mews, WAIKIKI WA 6169

Franko Super
 (ABN: 38 958 413 283)

Member Benefit Statement

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 1/3 Worman Street BERRI, SA 5343
Member Number: 1	Date of Birth: 12 November 1992
Mr Spencer Herrmann Franko	Date Joined Fund: 17 September 2020
Accumulation Account	Eligible Service Date: 26 March 2021
Accumulation	Tax File Number Held: Yes
	Account Start Date: 17 September 2020

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2022	48,362.79
<i>Decreases to your account:</i>	
Share Of Net Fund Income	3,030.86
<u>Total Decreases</u>	<u>3,030.86</u>
Withdrawal Benefit as at 30 Jun 2023	<u>45,331.93</u>

Your Tax Components		
Tax Free	0.2057 %	93.23
Taxable - Taxed		45,238.70
Taxable - Untaxed		-

Your Preservation Components	
Preserved	45,331.93
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:
 mail Franko Super, 5 Caspian Mews, WAIKIKI WA 6169



Trustee

The Trustee of the Fund is as follows:

Franko Super Pty Ltd

The directors of the Trustee company are:

Spencer Franko

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

.....
Spencer Franko
Director - Franko Super Pty Ltd

Statement Date: 30 June 2023

For Enquiries:
mail Franko Super, 5 Caspian Mews, WAIKIKI WA 6169

Due Date: 27 Jan 2023

TAX INVOICE

Trustee for Franko Super
Unit 1 3 Worman St
BERRI SA 5343
AUSTRALIAInvoice Number
INV-1229Invoice Date
20 Jan 2023

Description	GST	Amount
For Professional Services including:		
Accounting time completing entry, reconciliations, members statements, financials and tax return for the fund	10%	825.00
Class Super Software costs oncharged	10%	275.00
Audit costs including disbursement to independent auditor	10%	330.00
	Subtotal	1,300.00
	Total GST 10%	130.00
	Invoice Total	1,430.00
	Payments Received	0.00
	Amount Due	\$1,430.00

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

How to Pay

EFT directly into our bank account:
Account: SMSF Australia Pty Ltd
BSB: 065-004 Account No: 1108 1117
Reference: Name and INV-1229Credit card payment via Stripe
VISA or MasterCard Accepted
3% surcharge oncharged



ASIC
Australian Securities & Investments Commission

ABN 86 768 265 615

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

FRANKO SUPER PTY LTD
SMSF AUSTRALIA PTY LTD
PO BOX 230 GLEN OSMOND SA 5064

INVOICE STATEMENT

Issue date 21 Dec 22

FRANKO SUPER PTY LTD

ACN 644 416 240

Account No. 22 644416240

Summary

Opening Balance	\$146.00
New items	\$275.00
Payments & credits	\$0.00
TOTAL DUE	\$421.00

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

Transaction details are listed on the back of this page

Please pay

Immediately \$421.00

If you have already paid please ignore this invoice statement.

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



ASIC
Australian Securities & Investments Commission

PAYMENT SLIP

FRANKO SUPER PTY LTD

ACN 644 416 240

Account No: 22 644416240



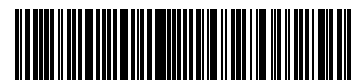
22 644416240

TOTAL DUE \$421.00
Immediately \$421.00

Payment options are listed on the back of this payment slip



Bill Code: 17301
Ref: 2296444162400



*814 129 0002296444162400 25

Transaction details:

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2022-12-21	Late Payment Fee 2	4X1132262480P A	\$275.00
Outstanding transactions			
2022-09-17	Annual Review - Special Purpose Pty Co	4X1132262480P A	\$59.00
2022-11-21	Late Payment Fee 1	4X1132262480P A	\$87.00
2022-12-21	Late Payment Fee 2	4X1132262480P A	\$275.00

PAYMENT OPTIONS



Billpay Code: 8929
Ref: 2296 4441 6240 025

Australia Post

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

Phone

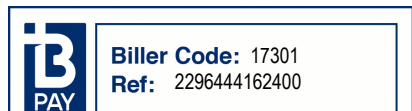
Call 13 18 16 to pay by Mastercard or Visa

On-line

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

Mail

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



Bill Code: 17301
Ref: 2296444162400

Telephone & Internet Banking – BPAY®

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



SMSF CASH HUB STATEMENT

STATEMENT NUMBER 5

30 JUNE 2022 TO 30 DECEMBER 2022

THE MANAGER
FRANKO SUPER
1/3 WORMAN ST
BERRI SA 5343

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

FRANKO SUPER PTY LTD ATF FRANKO SUPER

Branch Number (BSB)

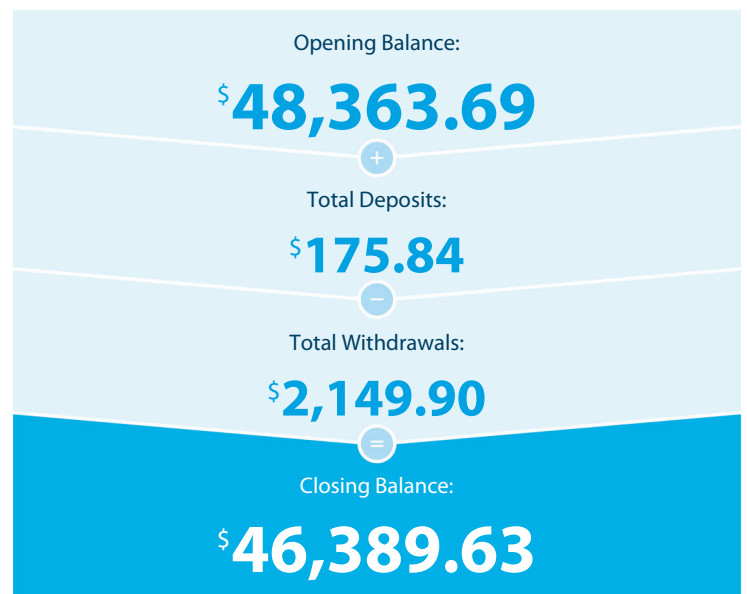
015-513

Account Number

4279-85451

Account Descriptor

SMSF



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

SMSF CASH HUB STATEMENT

Account Number 4279-85451

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2022				
30 JUN	OPENING BALANCE			48,363.69
29 JUL	CREDIT INTEREST PAID		1.92	48,365.61
31 AUG	CREDIT INTEREST PAID		10.14	48,375.75
13 SEP	ANZ MOBILE BANKING PAYMENT 930188 TO SMSF AUSTRALIA	1,210.00		47,165.75
14 SEP	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {769797}	518.90		46,646.85
30 SEP	CREDIT INTEREST PAID		21.43	46,668.28
31 OCT	CREDIT INTEREST PAID		42.58	46,710.86
30 NOV	CREDIT INTEREST PAID		49.91	46,760.77
23 DEC	ANZ INTERNET BANKING BPAY ASIC {151406}	421.00		46,339.77
30 DEC	CREDIT INTEREST PAID		49.86	46,389.63
	TOTALS AT END OF PAGE	\$2,149.90	\$175.84	
	TOTALS AT END OF PERIOD	\$2,149.90	\$175.84	\$46,389.63

This Statement Includes

Interest earned on deposits	\$175.84
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ANZ Fee Saving Tip

You can arrange to make automatic debits to repay your home loan, personal loan and credit card accounts. Contact us on 13 13 14 to find out how.

IMPORTANT INFORMATION

PLEASE CHECK THE ENTRIES AND CALL 13 13 14 REGARDING ANY ERRORS ON THIS STATEMENT.

All entries generated are subject to authorisation and verification, and if necessary, adjustments will appear on a later statement.

Further information in relation to this product (including details of benefits or fees and charges) is available on request and you can access this information by reviewing the Terms and Conditions, and Fees and Charges brochures which can be found at anz.com or by calling **13 13 14**.

If you have a complaint about an ANZ product or service, please contact us and we will try to resolve the issue as quickly as possible. Our customer complaints guide is available at <https://www.anz.com.au/support/contact-us/compliments-suggestions-complaints/>, alternatively you may wish to:

- Call**
- General enquiries **13 13 14**
- us:**
- If you're overseas **+61 3 9683 9999**
 - ANZ Complaint Resolution Team on **1800 805 154**
 - If you're deaf, hard of hearing and/or have a speech impairment, call **133 677** or visit the **National Relay Service** at:
<https://nrschat.nrscall.gov.au/nrs/internetrelay>

Write ANZ Complaint Resolution Team
to us: Locked Bag 4050,
South Melbourne VIC 3205
or **ANZ online complaints form:**
<https://www.anz.com.au/support/contact-us/compliments-suggestions-complaints/feedback/>

Visit At your nearest ANZ branch.
us: If you have a Relationship Manager, please feel free to contact them.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (**AFCA**). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Call: **1800 931 678** (free call within Australia), or **+61 1800 931 678** (International)
Online: Email: info@afca.org.au
Web: www.afca.org.au

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



SMSF CASH HUB STATEMENT

STATEMENT NUMBER 6

30 DECEMBER 2022 TO 30 JUNE 2023

THE MANAGER
FRANKO SUPER
1/3 WORMAN ST
BERRI SA 5343

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details

FRANKO SUPER PTY LTD ATF FRANKO SUPER

Branch Number (BSB)

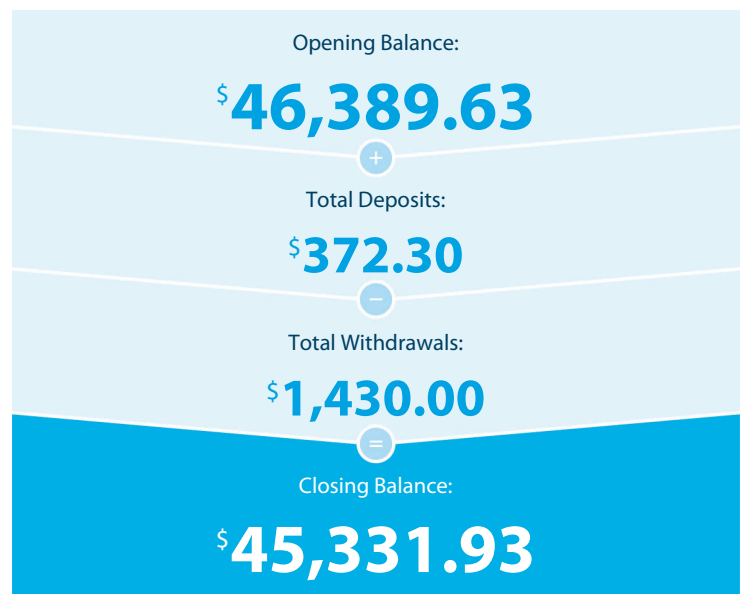
015-513

Account Number

4279-85451

Account Descriptor

SMSF



NEED TO GET IN TOUCH?



ANZ Internet Banking
anz.com

OR



Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

SMSF CASH HUB STATEMENT

Account Number 4279-85451

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2022				
30 DEC	OPENING BALANCE			46,389.63
2023	CREDIT INTEREST PAID			
31 JAN			52.87	46,442.50
07 FEB	ANZ MOBILE BANKING PAYMENT 655546 TO SMSF AUSTRALIA	1,430.00		45,012.50
28 FEB	CREDIT INTEREST PAID		48.64	45,061.14
31 MAR	CREDIT INTEREST PAID		63.64	45,124.78
28 APR	CREDIT INTEREST PAID		62.31	45,187.09
31 MAY	CREDIT INTEREST PAID		73.53	45,260.62
30 JUN	CREDIT INTEREST PAID		71.31	45,331.93
	TOTALS AT END OF PAGE	\$1,430.00	\$372.30	
	TOTALS AT END OF PERIOD	\$1,430.00	\$372.30	\$45,331.93

This Statement Includes

Interest earned on deposits	\$372.30
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Yearly Summary

Previous Year to 30/06/2023 (\$)

Interest earned on deposits	548.14
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ANZ Fee Saving Tip

Arrange to have your salary or pension credited directly to your ANZ account. That way you can use one account to manage all your day to day banking.

IMPORTANT INFORMATION

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Further information in relation to this product (including details of benefits or fees and charges) is available on request and you can access this information by reviewing the Terms and Conditions, and Fees and Charges brochures which can be found at anz.com or by calling **13 13 14**.

If you have a complaint about an ANZ product or service, please contact us and we will try to resolve the issue as quickly as possible. Our customer complaints guide is available at <https://www.anz.com.au/support/contact-us/compliments-suggestions-complaints/>, alternatively you may wish to:

- Call**
- General enquiries **13 13 14**
- us:**
- If you're overseas **+61 3 9683 9999**
 - ANZ Complaint Resolution Team on **1800 805 154**
 - If you're deaf, hard of hearing and/or have a speech impairment, call **133 677** or visit the **National Relay Service** at:
<https://nrschat.nrscall.gov.au/nrs/internetrelay>

Write ANZ Complaint Resolution Team
to us: Locked Bag 4050,
South Melbourne VIC 3205
or **ANZ online complaints form:**
<https://www.anz.com.au/support/contact-us/compliments-suggestions-complaints/feedback/>

Visit At your nearest ANZ branch.
us: If you have a Relationship Manager, please feel free to contact them.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (**AFCA**). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Call: **1800 931 678** (free call within Australia), or **+61 1800 931 678** (International)
Online: Email: info@afca.org.au
Web: www.afca.org.au

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

IMPORTANT INFORMATION ABOUT YOUR ANZ CARD AND PASSWORD SECURITY FOR RETAIL CUSTOMERS

We are writing to remind you about how to protect your card and password security and what to do if you have a query about a disputed transaction on your ANZ card.

ANZ's Electronic Banking Security Guidelines

Guidelines for your card and password security

Your ANZ card, password, PIN (Personal Identification Number), Telecode and other usernames or passwords are the key to accessing your accounts electronically. The security of your ANZ card, password, PIN, Telecode and other usernames or passwords is therefore very important.

These guidelines are designed to help you keep your card, password, PIN, Telecode and other usernames and passwords secure. By following these guidelines you can assist in preventing misuse of your ANZ accounts, cards, password, PIN, Telecode, and other user names or passwords.

Liability for losses resulting from unauthorised transactions will be determined under the ePayments Code and not under these guidelines. For further details please see the ANZ Electronic Banking Conditions of Use, contained in your ANZ Product Disclosure Statement or product terms and conditions as applicable.

You may be held liable or partly liable for unauthorised transactions if you contributed to the loss through fraud or a breach of the passcode security requirements set out in these guidelines, if you unreasonably delay reporting a security breach (such as losing your card or someone gaining access to your PIN or passwords) or where an unauthorised transaction occurs because your card was left in an ATM.



Card security

To help protect your card, you must:

- sign the back of your card immediately on receipt and only use it within the 'valid from' and 'until end' dates shown on the card;
- securely destroy your card when it expires by cutting it diagonally in half (including any embedded microchip, magnetic strip and card validation code on the card);
- not let anyone else use your card or disclose your card details (including any card number, CCV and expiry date printed on the card) or the PIN to anyone;
- regularly check that you still have your card;
- ensure that you retrieve your card after making a transaction;
- take reasonable steps to protect your card from loss, misuse or theft; and
- notify ANZ immediately if you become aware that your card or card details (for example, the number and expiry date of your card) has been lost or stolen, or has been used by someone else.

If you use your compatible device to perform transactions, you must:

- not leave your device unattended;
- not allow another person to use your device to make purchases or payments;
- lock your device when not in use and take all other reasonable steps necessary to stop unauthorised use of your device;
- notify ANZ immediately if your device is lost or stolen, or service is suddenly disconnected without your permission (which may indicate you have been subject to mobile phone porting); and
- remove your eligible cards from your device prior to disposing of the device.

If you have allowed another person's biometric information to be registered on your device, they may be able to use their biometric information to make transactions. You may be taken to have authorised the person to transact on your card using your digital wallet.

Passcode security requirements

These requirements help to protect your personal identification numbers (**PIN**) or other passwords (including One-Time Passwords), Telecode or usernames (**'passcodes'**). You may be held liable or partly liable for unauthorised transactions if you contribute to a loss through a breach of these requirements.

To help protect your PIN and passcodes, you must not:

- voluntarily disclose any of your PIN or passcodes to anyone (including a family member or friend). You may, however, disclose your ANZ Phone Banking Password (Security Code) to an ANZ officer, or where the account is a small business account, to an authorised user;
- write or record your PIN or passcodes on your card, or on any

other device that is used to perform transactions without making a reasonable attempt to protect it;

- keep a record of your PIN or passcodes with anything carried with, or liable to loss or theft simultaneously with, your card or device without making a reasonable attempt to protect it;
- keep a written record of your PIN or passcodes without making a reasonable attempt to protect it;
- select a numeric passcode or PIN that represents your birthdate, are sequential numbers or numbers that are all the same or an alphabetical password or PIN that is recognisable part of your name.

You must also notify ANZ immediately if you become aware that your card or device has been misused, lost or stolen, or that the security of your PIN or passcode has been breached.

A reasonable attempt to protect the security of a PIN or passcode record includes:

- disguising your PIN or passcode among other records;
- hiding or disguising the PIN or passcode in a place where it would not be expected to be found;
- keeping a record of the PIN or passcode in a securely locked container; or
- preventing unauthorised access to an electronic record of the PIN or passcode (for example, by password protecting it).

Other recommendations

We recommend you also consider the following steps to help keep your PIN or other passcodes safe:

- never enter your PIN or passcode into a web page which has been accessed by a link from an email, even if the email appears to have been sent by ANZ. When accessing ANZ Internet Banking you should always enter www.anz.com into your browser using the keyboard of your computer;
- take care to prevent anyone else seeing your PIN or passcode being entered in electronic equipment or hearing you disclose your Phone Banking Password (Security Code) to an ANZ officer, or where the account is a small business account, to an authorised user;
- avoid choosing a PIN or passcode with an easily retrieved combination (for example, repeated numbers or letters);
- aim to disguise your PIN or passcode in a way that is difficult for another person to discover. Consider avoiding:
 - recording the PIN or passcode in reverse order;
 - recording the PIN or passcode as a telephone number where no other numbers are recorded or where the numbers are in their correct sequence;
 - recording the PIN or passcode disguised as a date (including your birth date) or as an amount; or

- recording the PIN or passcode in an easily understood code (for example, A for 1, B for 2).

What to do if you need to dispute a transaction on your ANZ card

ANZ has a process in place to help you with any incorrect or unauthorised transactions charged to your card.

You may be entitled to have a transaction reversed (a chargeback) in some situations where you have a dispute with the merchant.

If you believe you're entitled to have a transaction reversed, you should let us know immediately. The Visa Scheme rules impose time limits for raising a dispute. Generally, under the Scheme rules ANZ must lodge a fully detailed claim on your behalf within 120 days¹. However, we recommend that you raise your dispute with us as soon as possible. If you do not notify us of your disputed transaction and provide us with all necessary details and documentation in time for ANZ to meet this deadline, ANZ may not be able to assist you in having the disputed transaction reversed.

In some cases, such as where the ePayments code applies, the time limits under the Scheme rules may not apply to your disputed transaction. However, you should still let us know about your dispute as soon as you can.

If we're satisfied after an investigation that you're entitled to have the transaction reversed, we'll credit your account for the amount originally debited for the transaction.

If we're not notified in time, we may not be able to investigate your claim, which means you're likely to be liable for the transaction.

Therefore, it's important to review your statements carefully.

VISA SECURE AND EFTPOS SECURE

Visa Secure and EFTPOS Secure provides an extra level of protection for online purchases at participating retailers, utilising One-Time Passwords sent via the ANZ Mobile App or via SMS to your mobile phone number held by ANZ. It's only possible to reverse a transaction that's been authenticated using Visa Secure or EFTPOS Secure where ANZ is liable, as provided in the Electronic Banking Conditions of Use contained in your product Terms and Conditions or Conditions of Use.

ANY QUESTIONS?

For general enquiries, contact our ANZ Customer Contact Centre on 13 13 14, 24 hours, 7 days. Hearing and speech impaired customers can utilise the TTY service by calling 133 677.

Alternatively, you may wish to contact us at our ANZ website, www.anz.com

¹ For transactions performed using the eftpos system, longer time limits may apply.

anz.com

Australia and New Zealand Banking Group Limited ABN 11 005 357 522.
Australian Credit Licence Number 234527. Item No. 50371 06.2023 WZ132231

Due Date: 21 Jun 2022

TAX INVOICE

Trustee for Franko Super
Unit 1 3 Worman St
BERRI SA 5343
AUSTRALIAInvoice Number
INV-1097Invoice Date
14 Jun 2022

Description	GST	Amount
For Professional Services including:		
Accounting time completing entry, reconciliations, members statements, financials and tax return for the fund	10%	605.00
Class Super Software costs oncharged	10%	275.00
Audit costs including disbursement to independent auditor	10%	330.00
	Subtotal	1,100.00
	Total GST 10%	110.00
	Invoice Total	1,210.00
	Payments Received	0.00
	Amount Due	\$1,210.00

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

How to Pay

EFT directly into our bank account:
Account: SMSF Australia Pty Ltd
BSB: 065-004 Account No: 1108 1117
Reference: Name and INV-1097Credit card payment via Stripe
VISA or MasterCard Accepted
3% surcharge oncharged



Australian Government

Australian Taxation Office

Agent SMSF AUSTRALIA PTY LTD
Client THE TRUSTEE FOR FRANKO
 SUPER
ABN 38 958 413 283
TFN 641 406 699

Income tax 002

Date generated	11 September 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$259.90 CR

Transactions

2 results found - from 11 September 2021 to 11 September 2023 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
24 Aug 2023	1 Dec 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$259.00		\$259.90 CR
15 Sep 2022	14 Sep 2022	Payment received		\$518.90	\$518.90 CR

Inquires 1300 300 630

Issue date 17 Sep 22

Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 79365054

Check this statement carefully

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

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

ACN 644 416 240
FOR FRANKO SUPER PTY LTD

REVIEW DATE: 17 September 22

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



To make changes to company details or amend incorrect information

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



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



Use your agent.

Company Statement

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

1 Registered office
UNIT 8 435-439 FULLARTON ROAD HIGHGATE SA 5063

2 Principal place of business
UNIT 1 3 WORMAN STREET BERRI SA 5343

3 Officeholders

Name:	SPENCER FRANKO
Born:	JOHANNESBURG SOUTH AFRICA
Date of birth:	12/11/1992
Address:	UNIT 1 3 WORMAN STREET BERRI SA 5343
Office(s) held:	DIRECTOR, APPOINTED 17/09/2020; SECRETARY, APPOINTED 17/09/2020

4 Company share structure

Share class	Shares description	Number issued	Total amount paid on these shares	Total amount unpaid on these shares
ORD	ORD SHARES	180	\$180.00	\$0.00

5 Members

These details continue on the next page

FRANKO SUPER PTY LTD ACN 644 416 240

Page 1 of 2

Company statement continued

Name: SPENCER FRANKO

Address: UNIT 1 3 WORMAN STREET BERRI SA 5343

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

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

End of company statement

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

Additional company information

This information is optional under the *Corporations Act 2001*. Late lodgement fees or late review fees do not apply to this information. To add, remove or change a contact address, see www.asic.gov.au/addresses.

6 Contact address for ASIC use only

Registered agent name: SMSF AUSTRALIA PTY LTD
Registered agent number: 46046
Address: PO BOX 230 GLEN OSMOND SA 5064

**ASIC**

Australian Securities & Investments Commission

ABN 86 768 265 615

FRANKO SUPER PTY LTD
SMSF AUSTRALIA PTY LTD
PO BOX 230 GLEN OSMOND SA 5064**INVOICE STATEMENT**

Issue date 17 Sep 22

FRANKO SUPER PTY LTD

ACN 644 416 240

Account No. 22 644416240

Summary

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

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

*Transaction details are listed on the back of this page***Inquiries**

www.asic.gov.au/invoices

1300 300 630

Please pay

Immediately	\$0.00
By 17 Nov 22	\$59.00

If you have already paid please ignore this invoice statement.

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

**ASIC**

Australian Securities & Investments Commission

PAYMENT SLIP**FRANKO SUPER PTY LTD**

ACN 644 416 240

Account No: 22 644416240



22 644416240

TOTAL DUE	\$59.00
Immediately	\$0.00
By 17 Nov 22	\$59.00

Payment options are listed on the back of this payment slip
Biller Code: 17301
Ref: 2296444162400


*814 129 0002296444162400 25

Transaction details:

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2022-09-17	Annual Review - Special Purpose Pty Co	4X1132262480P A	\$59.00
	Outstanding transactions		
2022-09-17	Annual Review - Special Purpose Pty Co	4X1132262480P A	\$59.00

PAYMENT OPTIONS



Billpay Code: 8929
Ref: 2296 4441 6240 025

Australia Post

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

Phone

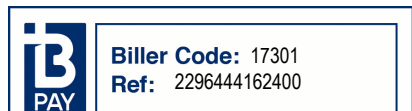
Call 13 18 16 to pay by Mastercard or Visa

On-line

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

Mail

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



Bill Code: 17301
Ref: 2296444162400

Telephone & Internet Banking – BPAY®

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



ASIC

Australian Securities & Investments Commission

PO Box 4000
Gippsland Mail Centre VIC 3841
DX 84416 Traralgon

17 September 21



047/585

FRANKO SUPER PTY LTD
UNIT 8
435-439 FULLARTON ROAD
HIGHGATE SA 5063

Dear Officeholder,

Pay invoice and check company statement

FOR FRANKO SUPER PTY LTD

ACN 644 416 240

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

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

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

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

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

Invoice statement

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

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

Company statement

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

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

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

For more help or information

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

Corporate key

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

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

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

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

Need help?

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

Yours faithfully,



Rosanne Bell
Senior Executive Leader
Registry

Inquires 1300 300 630

Issue date 17 Sep 21

Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 79365054

Check this statement carefully

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

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ACN 644 416 240
FOR FRANKO SUPER PTY LTD

REVIEW DATE: 17 September 21

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



To make changes to company details or amend incorrect information

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



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



Use your agent.

Company Statement

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

1 **Registered office**
UNIT 8 435-439 FULLARTON ROAD HIGHGATE SA 5063

2 **Principal place of business**
UNIT 1 3 WORMAN STREET BERRI SA 5343

3 **Officeholders**

Name:	SPENCER FRANKO
Born:	JOHANNESBURG SOUTH AFRICA
Date of birth:	12/11/1992
Address:	UNIT 1 3 WORMAN STREET BERRI SA 5343
Office(s) held:	DIRECTOR, APPOINTED 17/09/2020; SECRETARY, APPOINTED 17/09/2020

4 **Company share structure**

Share class	Shares description	Number issued	Total amount paid on these shares	Total amount unpaid on these shares
ORD	ORD SHARES	180	\$180.00	\$0.00

5 **Members**

These details continue on the next page

FRANKO SUPER PTY LTD ACN 644 416 240

Page 1 of 2

Company statement continued

Name: SPENCER FRANKO

Address: UNIT 1 3 WORMAN STREET BERRI SA 5343

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

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

End of company statement

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



ASIC
Australian Securities & Investments Commission

Inquiries

www.asic.gov.au/invoices

1300 300 630

ABN 86 768 265 615

FRANKO SUPER PTY LTD
U 8
435-439 FULLARTON RD HIGHGATE SA 5063

INVOICE STATEMENT

Issue date 17 Sep 21

FRANKO SUPER PTY LTD

ACN 644 416 240

Account No. 22 644416240

Summary

Opening Balance	\$0.00
New items	\$56.00
Payments & credits	\$0.00
TOTAL DUE	\$56.00

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

Transaction details are listed on the back of this page

Please pay

Immediately	\$0.00
By 17 Nov 21	\$56.00

If you have already paid please ignore this invoice statement.

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



ASIC
Australian Securities & Investments Commission

PAYMENT SLIP

FRANKO SUPER PTY LTD

ACN 644 416 240

Account No: 22 644416240



22 644416240

TOTAL DUE	\$56.00
Immediately	\$0.00
By 17 Nov 21	\$56.00

Payment options are listed on the back of this payment slip



Billers Code: 17301
Ref: 2296444162400



*814 129 0002296444162400 25

Transaction details:

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2021-09-17	Annual Review - Special Purpose Pty Co	3X8108340480P A	\$56.00

PAYMENT OPTIONS



Billpay Code: 8929
Ref: 2296 4441 6240 025

Australia Post

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

Phone

Call 13 18 16 to pay by Mastercard or Visa

On-line

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

Mail

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



Biller Code: 17301
Ref: 2296444162400

Telephone & Internet Banking – BPAY®

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



Self-managed super fund trustee declaration

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

Fund name

Franko Super

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

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

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

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

SOLE PURPOSE

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

TRUSTEE DUTIES

I understand that by law I must at all times:

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

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

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

Investment restrictions

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

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

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

Accepting contributions and paying benefits

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

Administration

I understand that the trustees of the fund must:

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

DECLARATION

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

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

Trustee's or director's name

Spencer Franko

Trustee's or director's signature



Date

Day: 10 / Month: 11 / Year: 2020

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

MATIA TAITO

Witness' signature



Date

Day: 10 / Month: 11 / Year: 2020

HEAVY VEHICLE DRIVER'S LICENCE
SOUTH AUSTRALIA


Licence No	Date Of Birth	Expiry Date	Conditions
GB7843	12/11/1992	05/12/2021	B

CLASS: HR

SPENCER HERRMANN FRANKO
UNIT E3 WORMAN ST
BERRI 5843

ORGAN DONOR

MUST BE CARRIED WHEN DRIVING HEAVY VEHICLES



s/c

I ID No 74152

Certify this is a true and accurate copy of an original document, signed on 5/1/21

at Berri Police Station



SUPERANNUATION FUND DEED

Franko Super

Franko Super Pty Ltd
(Trustee)

EVAN RICHARDS & ASSOCIATES

Demystifying Law, Delivering Value

Level 4, 22 Grenfell Street

Adelaide SA 5000

evan.richards@erichards.com.au

www.erichards.com.au

TABLE OF CONTENTS

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

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

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

Date

This deed is made on 17/09/2020

Parties

Name	Franko Super Pty Ltd ('Trustee')
Address	8/435 Fullarton Road Highgate SA 5063

Name	Spencer Franko ('Member')
Address	1/3 Worman Street Berri SA 5343

Recitals

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

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

Operative Terms

1 Definitions

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

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

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

2 Rules of interpretation

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

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

3 Relevant Law

3.1 Inconsistency

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

3.2 Power to act in accordance with Relevant Law

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

3.3 Deemed inclusion of Relevant Law

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

4 The Fund

4.1 Establishment

By this Deed the Trustee establishes the Franko Super .

4.2 Fund vested in Trustee

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

4.3 Purpose

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

5 Trustee

5.1 Number of Trustees

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

5.2 Appointment and removal

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

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

5.3 Trustee meetings

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

5.4 Decisions of Trustees

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

5.5 Minutes

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

5.6 Written resolutions

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

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

5.7 Conflict of interest

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

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

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

5.8 Validity of acts of Trustees

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

5.9 Constitution

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

6 Trustee's duties

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

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

7 Trustee's powers

7.1 All powers

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

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

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

7.2 Absolute discretion

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

7.3 Delegation

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

7.4 Remuneration

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

7.5 Confidentiality

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

7.6 Dependants and other beneficiaries

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

7.7 Indemnity

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

7.8 Release

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

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

7.9 Limited indemnity and release

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

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

7.10 Trustee's lien

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

8 Membership

8.1 Admission

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

8.2 Bound by this Deed

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

8.3 Variation of membership terms

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

8.4 Information to new Members

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

8.5 Trustee's requirements

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

8.6 Cessation

A Member ceases to be a Member if:

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

9 Contributions to the Fund

9.1 Employer contributions

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

9.2 Member contributions

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

9.3 Manner and timing of contributions

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

9.4 Contributions

The Trustee:

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

9.5 Form of contributions

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

10 Transfers to and from other funds

10.1 Transfers to other funds

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

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

10.2 Transfer by Trustee

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

10.3 Benefits cease

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

10.4 Transfers from other funds

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

11 Investment portfolios

11.1 Selection of investment portfolios

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

11.2 No selection

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

11.3 Variation or redemption

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

11.4 Delay or refusal

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

11.5 Trustee may cease investment portfolio

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

11.6 No liability

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

11.7 No separate trust funds.

Investment portfolios are not separate trust funds.

12 Fund Accounts

12.1 Fund Accounts

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

12.2 Member Accounts

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

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

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

12.3 Crediting Member's Accounts

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

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

12.4 Investment fluctuation Account

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

12.5 Reserves

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

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

13 Investments

13.1 Strategy

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

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

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

13.2 Authorised investments

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

13.3 Power to sell and vary investments

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

13.4 Investment income

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

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

13.5 Fund earning rate

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

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

13.6 Interim Fund earning rate

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

14 Benefits

14.1 When payable

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

14.2 Method of payment

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

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

14.3 Pension

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

14.4 Pension rules

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

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

14.5 Death Benefits

14.5.1 General

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

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

14.5.2 Non-binding death benefit nomination

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

14.5.3 Binding death benefit nomination

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

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

14.5.4 Method of Payment

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

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

14.6 Conditions

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

14.7 Taxation on Benefits

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

14.8 Suspension of Benefit

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

14.9 Transfer of assets

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

14.10 Preserved Benefits

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

15 Forfeiture of Benefits

15.1 Conditions of forfeiture

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

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

15.2 Application of forfeited Benefits

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

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

16 Costs and expenses and Taxation

16.1 Costs and expenses

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

16.2 Taxation

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

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

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

17 Records

17.1 Records and accounts to be kept

The Trustee must:

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

17.2 Audit

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

17.3 Disclosure

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

18 Termination of the Fund

18.1 Termination

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

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

18.2 Application of assets

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



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

19 Amendments

19.1 By deed

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

19.2 Notice to Members

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

20 Trustee Act

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

21 Other acts

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

22 Costs

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

23 Consents, requests and notices

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

24 Governing law

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

25 Dealing with rights and obligations granted by this Deed

The rights and obligations under this Deed:

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

26 Parties

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


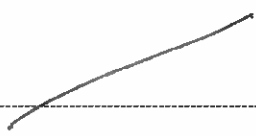
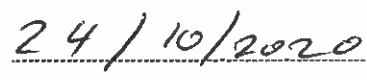
27 Time

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

28 Execution

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

Executed as a deed.

Executed by Franko Super Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth)		
		
Signature of Director	Signature of Director	Date of Signing

Resolution

Trustee: **Franko Super Pty Ltd**

SMSF: **Franko Super**

Proceedings: A superannuation fund deed prepared by Evan Richards & Associates
The Deed was considered by the directors.

Resolutions:

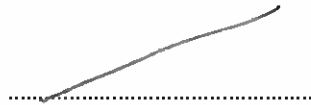
It was resolved as follows:-

1. That the Trustee adopt the deed to constitute a self managed superannuation fund to be known as the **Franko Super** to provide benefits for the Members on the terms set out in the Deed.
2. That the Trustee act as trustee of the Fund subject to the terms set out in the Deed.

Signed by the Directors in favour of the resolutions:



(Directors Signature)



(Directors Signature)


Date of Signing: *24/10/2020*

Application For Membership

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

Schedule:

FULL NAME	Spencer Franko
ADDRESS	1/3 Worman Street Berri SA 5343
DATE OF BIRTH	12/11/1992
PLACE OF BIRTH	Johannesburg
TAX FILE NUMBER	368170056

Signature 

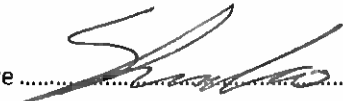
Date 24/10/2020

TFN Notification

Name:	Spencer Franko
Address:	1/3 Worman Street Berri SA 5343
Date of Birth:	12/11/1992
Sex:	Male

I agree to provide my Tax File Number:

3	6	8	1	7	0	0	5	6
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Signature 

Date 24/10 2020

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

The purposes currently authorised include:

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

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

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

Binding Death Benefit Nomination Form

Name: Spencer Franko

Address: 1/3 Worman Street Berri SA 5343

Date of Birth: 12/11/1992

I, Spencer Franko make a non-lapsing binding nomination that in the event of my death the benefits to which I am entitled from the Fund be paid to the following person(s):

Name	Address	Relationship	Percentage or Amount
TYLER FRANKO	QLD	BROTHER	100%

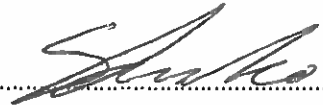
However in the event that TYLER FRANKO does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount
SCOTT FRANKO	QLD	FATHER	50%
CHRISTINE DANIELS	QLD	MOTHER	50%

However in the event that _____ does not outlive me by 28 days or is unwilling or unable to accept the benefit of this non lapsing binding nomination, then I direct the benefits to which I am entitled referred to above to be paid to:

Name	Address	Relationship	Percentage or Amount

I understand that I may only nominate my Legal Personal Representative(s) or one or more Dependants.

Signature: 

Date: 24 / 10 / 20 20

I MATIA TAITO declare that I have witnessed Spencer Franko
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

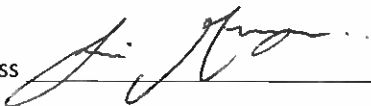
1. I am over 18 years of age; and
2. I am not a dependant or a Legal Personal Representative of Spencer Franko

Signature of Witness 

I Jaric McGregor declare that I have witnessed Spencer Franko
(Name of Witness)

sign this nomination form in my presence and I declare as follows:-

1. I am over 18 years of age; and
2. I am not a dependant or a Legal Personal Representative of Spencer Franko

Signature of Witness 

Instruction for completing Binding Death Benefit Nomination

- The Binding Death Benefit Nomination if properly executed enables the Member to nominate certain people to receive their superannuation benefits on their death and the nomination is binding on the Trustee once received by the Trustee.
- The member may only nominate one or more dependants (a spouse, child or other dependant) and/ or their legal personal representative(s).
- The nomination must clearly state either the percentage of the member's benefits the nominated person is to receive or a specific amount.
- The nomination must be signed by the member in the presence of at least one independent witness who must be at least 18 years old and cannot be the member's Legal Personal Representative or Dependant or an associate thereof