

## Audit Work Papers - Lead Schedule

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
<b>A</b>	<b>Financial Statements Review</b>					_____	_____
	<b>INCOME</b>						
<b>B</b>	<b>Member Receipts</b>	-	105,382.60	(105,382.60)	(100.00)%	_____	_____
<b>C</b>	<b>Investment Income</b>	24,293.50	142,323.81	(118,030.31)	(82.93)%	_____	_____
C1	Distributions	23,843.00	142,068.00	(118,225.00)	(83.22)%	_____	_____
C2	Interest	450.50	255.81	194.69	76.11%	_____	_____
	<b>EXPENSE</b>						
<b>D</b>	<b>Other Expenses</b>	2,200.00	3,454.20	(1,254.20)	(36.31)%	_____	_____
<b>E</b>	<b>Investment Losses</b>	2,657.52	(11,195.18)	13,852.70	(123.74)%	_____	_____
E1	Decrease in Market Value	2,657.52	(11,195.18)	13,852.70	(123.74)%	_____	_____
	<b>INCOME TAX</b>						
<b>F</b>	<b>Income Tax Expense</b>	3,332.70	20,848.05	(17,515.35)	(84.01)%	_____	_____
	<b>PROFIT &amp; LOSS CLEARING ACCOUNT</b>						
<b>G</b>	<b>Profit &amp; Loss Clearing Account</b>	16,103.28	234,599.34	(218,496.06)	(93.14)%	_____	_____
	<b>ASSETS</b>						
<b>H</b>	<b>Investments</b>	600,301.76	602,959.28	(2,657.52)	(0.44)%	_____	_____
H1	Units In Unlisted Unit Trusts	600,301.76	602,959.28	(2,657.52)	(0.44)%	_____	_____
<b>I</b>	<b>Other Assets</b>	481,516.17	469,896.67	11,619.50	2.47%	_____	_____
I1	Cash At Bank	426,815.17	439,038.67	(12,223.50)	(2.78)%	_____	_____
I2	Receivables	54,701.00	30,858.00	23,843.00	77.27%	_____	_____

Fund: Rodan Superannuation Fund  
Balance Date: 30 June 2020

Prepared By: .....  
Prepared Date: ..... / ..... / .....

Reviewed By: .....  
Reviewed Date: ..... / ..... / .....

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
<b>LIABILITIES</b>							
J	Income Tax Payable	11,106.15	15,661.45	(4,555.30)	(29.09)%	_____	_____
K	Income Taxes Payable	-	2,586.00	(2,586.00)	(100.00)%	_____	_____
K	Other Taxes Payable	-	2,586.00	(2,586.00)	(100.00)%	_____	_____
<b>MEMBER ENTITLEMENTS</b>							
L	Member Entitlement Accounts	1,070,711.78	1,054,608.50	16,103.28	1.53%	_____	_____

Fund: Rodan Superannuation Fund  
 Balance Date: 30 June 2020

Prepared By: .....  
 Prepared Date: ..... / ..... / .....

Reviewed By: .....  
 Reviewed Date: ..... / ..... / .....

## Audit Work Papers

## Member Receipts

## Income Accounts

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
<b>B</b>	<b>Member Receipts</b>	-	<b>105,382.60</b>	<b>(105,382.60)</b>	<b>(100.00)%</b>		
<b>B1</b>	<b>Rollovers In</b>	-	<b>25,382.60</b>	<b>(25,382.60)</b>	<b>(100.00)%</b>		
	Mr Danny Vujic	-	18,087.33	(18,087.33)	(100.00)%		
	Mrs Roseanne Vujic	-	7,295.27	(7,295.27)	(100.00)%		
<b>B2</b>	<b>Contributions</b>	-	<b>80,000.00</b>	<b>(80,000.00)</b>	<b>(100.00)%</b>		
	Member						
	Personal Non-Concessional						
	Mr Danny Vujic	-	40,000.00	(40,000.00)	(100.00)%		
	Mrs Roseanne Vujic	-	40,000.00	(40,000.00)	(100.00)%		

Fund: Rodan Superannuation Fund  
 Balance Date: 30 June 2020

Prepared By: .....  
 Prepared Date: ..... / ..... / .....

Reviewed By: .....  
 Reviewed Date: ..... / ..... / .....

## Audit Work Papers

## Distributions

## Income Accounts

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
C1	Distributions	23,843.00	142,068.00	(118,225.00)	(83.22)%	_____	_____
	Units In Unlisted Unit Trusts						
	Superpower Unit Trust No 1	23,843.00	17,015.00	6,828.00	40.13%	_____	_____
	Superpower Unit Trust No 2	-	125,053.00	(125,053.00)	(100.00)%	_____	_____



Fund: Rodan Superannuation Fund

Balance Date: 30 June 2020

Prepared By: .....

Prepared Date: ..... / ..... / .....

Reviewed By: .....

Reviewed Date: ..... / ..... / .....

## Audit Work Papers

### Interest

### Income Accounts

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
C2	Interest	450.50	255.81	194.69	76.11%	_____	_____
	Cash At Bank						
	ANZ Business Premium Saver '7859	450.50	255.81	194.69	76.11%	_____	_____

Fund: Rodan Superannuation Fund

Balance Date: 30 June 2020

Prepared By: .....

Prepared Date: ..... / ..... / .....

Reviewed By: .....

Reviewed Date: ..... / ..... / .....

**Audit Work Papers****Other Expenses****Expense Accounts**

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
<b>D</b>	<b>Other Expenses</b>	<b>2,200.00</b>	<b>3,454.20</b>	<b>(1,254.20)</b>	<b>(36.31)%</b>		
<b>D1</b>	<b>Accountancy Fee</b>	<b>1,650.00</b>	<b>2,321.00</b>	<b>(671.00)</b>	<b>(28.91)%</b>		
<b>D2</b>	<b>Auditor Fee</b>	<b>550.00</b>	<b>660.00</b>	<b>(110.00)</b>	<b>(16.67)%</b>		
<b>D3</b>	<b>Bank Fees</b>	<b>-</b>	<b>29.20</b>	<b>(29.20)</b>	<b>(100.00)%</b>		
	Cash At Bank						
	ANZ Business Premium Saver '7859	-	29.20	(29.20)	(100.00)%		
<b>D4</b>	<b>Fine</b>	<b>-</b>	<b>79.00</b>	<b>(79.00)</b>	<b>(100.00)%</b>		
<b>D5</b>	<b>Regulatory Fees</b>	<b>-</b>	<b>106.00</b>	<b>(106.00)</b>	<b>(100.00)%</b>		
<b>D6</b>	<b>SMSF Supervisory Levy</b>	<b>-</b>	<b>259.00</b>	<b>(259.00)</b>	<b>(100.00)%</b>		

Fund: Rodan Superannuation Fund

Balance Date: 30 June 2020

Prepared By: .....

Prepared Date: ..... / ..... / .....

Reviewed By: .....

Reviewed Date: ..... / ..... / .....

## Audit Work Papers

### Decrease in Market Value

### Expense Accounts

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
E1	Decrease in Market Value	2,657.52	(11,195.18)	13,852.70	(123.74)%	_____	_____
	Units In Unlisted Unit Trusts						
	Superpower Unit Trust No 2	-	(7,549.50)	7,549.50	(100.00)%	_____	_____
	Yileen 24 Unit Trust	2,657.52	(3,645.68)	6,303.20	(172.90)%	_____	_____

Fund: Rodan Superannuation Fund  
 Balance Date: 30 June 2020

Prepared By: .....  
 Prepared Date: ..... / ..... / .....

Reviewed By: .....  
 Reviewed Date: ..... / ..... / .....

## Audit Work Papers

## Income Tax Expense

## Income Tax Accounts

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
F	Income Tax Expense	3,332.70	20,848.05	(17,515.35)	(84.01)%	_____	_____
F1	Income Tax Expense	3,332.70	20,848.05	(17,515.35)	(84.01)%	_____	_____

Fund: Rodan Superannuation Fund

Balance Date: 30 June 2020

Prepared By: .....

Prepared Date: ..... / ..... / .....

Reviewed By: .....

Reviewed Date: ..... / ..... / .....

## Audit Work Papers

## Profit & Loss Clearing Account

## Profit & Loss Clearing Account Accounts

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
G	Profit & Loss Clearing Account	16,103.28	234,599.34	(218,496.06)	(93.14)%	_____	_____

Fund: Rodan Superannuation Fund

Balance Date: 30 June 2020

Prepared By: .....

Prepared Date: ..... / ..... / .....

Reviewed By: .....

Reviewed Date: ..... / ..... / .....

**Audit Work Papers****Units In Unlisted Unit Trusts****Assets Accounts**

Ref	Description	Quantity	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
H1	Units In Unlisted Unit Trusts		600,301.76	602,959.28	(2,657.52)	(0.44)%		
	Superpower Unit Trust No 1	365,000.0000	365,000.00	365,000.00	-	-		
	Yileen 24 Unit Trust	240,000.0000	235,301.76	237,959.28	(2,657.52)	(1.12)%		

Fund: Rodan Superannuation Fund

Balance Date: 30 June 2020

Prepared By: .....

Prepared Date: ..... / ..... / .....

Reviewed By: .....

Reviewed Date: ..... / ..... / .....

## Audit Work Papers

### Cash At Bank

### Assets Accounts

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
I1	Cash At Bank	426,815.17	439,038.67	(12,223.50)	(2.78)%	_____	_____
	ANZ Business Premium Saver '7859	426,815.17	439,038.67	(12,223.50)	(2.78)%	_____	_____

Fund: Rodan Superannuation Fund

Balance Date: 30 June 2020

Prepared By: .....

Prepared Date: ..... / ..... / .....

Reviewed By: .....

Reviewed Date: ..... / ..... / .....

**Audit Work Papers****Receivables****Assets Accounts**

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
<b>12</b>	<b>Receivables</b>	<b>54,701.00</b>	<b>30,858.00</b>	<b>23,843.00</b>	<b>77.27%</b>	<u>          </u>	<u>          </u>
	Investment Income Receivable						
	Distributions						
	Units In Unlisted Unit Trusts						
	Superpower Unit Trust No 1	54,701.00	30,858.00	23,843.00	77.27%	<u>          </u>	<u>          </u>



Fund: Rodan Superannuation Fund

Balance Date: 30 June 2020

Prepared By: .....

Prepared Date: ..... / ..... / .....

Reviewed By: .....

Reviewed Date: ..... / ..... / .....

**Audit Work Papers****Income Tax Payable****Liabilities Accounts**

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
<b>J</b>	<b>Income Tax Payable</b>	<b>11,106.15</b>	<b>15,661.45</b>	<b>(4,555.30)</b>	<b>(29.09)%</b>		
	Income Tax Payable	15,661.45	101.40	15,560.05	15,345.22%		
<b>J2</b>	<b>Provision for Income Tax</b>	<b>3,332.70</b>	<b>20,848.05</b>	<b>(17,515.35)</b>	<b>(84.01)%</b>		
<b>J3</b>	<b>Withholding Credits</b>	<b>(202.00)</b>	<b>(116.00)</b>	<b>(86.00)</b>	<b>74.14%</b>		
	Cash At Bank						
	ANZ Business Premium Saver '7859	(202.00)	(116.00)	(86.00)	74.14%		
<b>J4</b>	<b>Income Tax Instalments Paid</b>	<b>(7,686.00)</b>	<b>(5,172.00)</b>	<b>(2,514.00)</b>	<b>48.61%</b>		

Fund: Rodan Superannuation Fund

Balance Date: 30 June 2020

Prepared By: .....

Prepared Date: ..... / ..... / .....

Reviewed By: .....

Reviewed Date: ..... / ..... / .....

## Audit Work Papers

## Other Taxes Payable

## Liabilities Accounts

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
K	Other Taxes Payable	-	2,586.00	(2,586.00)	(100.00)%	_____	_____
K1	Activity Statement Payable/Refundable	-	2,586.00	(2,586.00)	(100.00)%	_____	_____

Fund: Rodan Superannuation Fund

Prepared By: .....

Reviewed By: .....

Balance Date: 30 June 2020

Prepared Date: ..... / ..... / .....

Reviewed Date: ..... / ..... / .....

**Audit Work Papers****Member Entitlement Accounts****Member Entitlements Accounts**

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
<b>L</b>	<b>Member Entitlement Accounts</b>	<b>1,070,711.78</b>	<b>1,054,608.50</b>	<b>16,103.28</b>	<b>1.53%</b>		
<b>L1</b>	<b>Mr Danny Vujic</b>	<b>564,006.92</b>	<b>555,524.37</b>	<b>8,482.55</b>	<b>1.53%</b>		
	Accumulation	564,006.92	555,524.37	8,482.55	1.53%		
<b>L2</b>	<b>Mrs Roseanne Vujic</b>	<b>506,704.86</b>	<b>499,084.13</b>	<b>7,620.73</b>	<b>1.53%</b>		
	Accumulation	506,704.86	499,084.13	7,620.73	1.53%		

# Rodan Superannuation Fund

## Trial Balance as at 30 June 2020

Prior Year			Current Year	
Debits	Credits	Description	Debits	Credits
		<b>INCOME</b>		
-	25,382.60	Rollovers In	-	-
		Contributions		
-	80,000.00	Member	-	-
-	142,068.00	Distributions	-	23,843.00
-	255.81	Interest	-	450.50
		<b>EXPENSE</b>		
2,321.00	-	Accountancy Fee	1,650.00	-
660.00	-	Auditor Fee	550.00	-
29.20	-	Bank Fees	-	-
79.00	-	Fine	-	-
106.00	-	Regulatory Fees	-	-
259.00	-	SMSF Supervisory Levy	-	-
-	11,195.18	Decrease in Market Value	2,657.52	-
		<b>INCOME TAX</b>		
20,848.05	-	Income Tax Expense	3,332.70	-
		<b>PROFIT &amp; LOSS CLEARING ACCOUNT</b>		
234,599.34	-	Profit & Loss Clearing Account	16,103.28	-
		<b>ASSETS</b>		
602,959.28	-	Units In Unlisted Unit Trusts	600,301.76	-
439,038.67	-	Cash At Bank	426,815.17	-
30,858.00	-	Receivables	54,701.00	-
		<b>LIABILITIES</b>		
-	15,661.45	Income Tax Payable	-	11,106.15
-	2,586.00	Other Taxes Payable	-	-
		<b>MEMBER ENTITLEMENTS</b>		
-	555,524.37	Mr Danny Vujic	-	564,006.92
-	499,084.13	Mrs Roseanne Vujic	-	506,704.86
1,331,757.54	1,331,757.54		1,106,111.43	1,106,111.43

**Rodan Superannuation Fund**  
**General Ledger Account Movement**  
**For the period from 1 July 2019 to 30 June 2020**

Date	Description	Quantity	Debits	Credits	Balance
<b>Income</b>					
<b>Investment Income</b>					
<b>Distributions - Units In Unlisted Unit Trusts</b>					
<b>Superpower Unit Trust No 1</b>					
01/07/2019	Opening Balance				0.00
30/06/2020	2020 Distribution			23,843.00	23,843.00 CR
30/06/2020	Distribution - Tax Statement				23,843.00 CR
30/06/2020	Closing Balance				23,843.00 CR
<b>Interest - Cash At Bank</b>					
<b>ANZ Business Premium Saver '7859</b>					
01/07/2019	Opening Balance				0.00
31/07/2019	CREDIT INTEREST PAID			59.31	59.31 CR
30/08/2019	CREDIT INTEREST PAID			43.05	102.36 CR
30/09/2019	CREDIT INTEREST PAID			36.95	139.31 CR
31/10/2019	CREDIT INTEREST PAID			36.69	176.00 CR
29/11/2019	CREDIT INTEREST PAID			34.31	210.31 CR
31/12/2019	CREDIT INTEREST PAID			37.85	248.16 CR
31/01/2020	CREDIT INTEREST PAID			36.48	284.64 CR
28/02/2020	CREDIT INTEREST PAID			32.93	317.57 CR
31/03/2020	CREDIT INTEREST PAID			37.63	355.20 CR
30/04/2020	CREDIT INTEREST PAID			35.08	390.28 CR
29/05/2020	CREDIT INTEREST PAID			33.91	424.19 CR
30/06/2020	CREDIT INTEREST PAID			26.31	450.50 CR
30/06/2020	Closing Balance				450.50 CR
<b>Expenses</b>					
<b>Other Expenses</b>					
<b>Accountancy Fee</b>					
01/07/2019	Opening Balance				0.00
20/08/2019	BPC ACCOUNTING INVOICE 503052 - 2018 TAX		1,650.00		1,650.00 DR
30/06/2020	Closing Balance				1,650.00 DR
<b>Auditor Fee</b>					
01/07/2019	Opening Balance				0.00
20/08/2019	BPC ACCOUNTING INVOICE 503052 - 2018 AUDIT		550.00		550.00 DR
30/06/2020	Closing Balance				550.00 DR
<b>Investment Losses</b>					
<b>Decrease in Market Value - Units In Unlisted Unit Trusts</b>					
<b>Yileen 24 Unit Trust</b>					
01/07/2019	Opening Balance				0.00
30/06/2020	Market Value Adjustment		2,657.52		2,657.52 DR
30/06/2020	Closing Balance				2,657.52 DR
<b>Income Tax</b>					
<b>Income Tax Expense</b>					
<b>Income Tax Expense</b>					
01/07/2019	Opening Balance				0.00
30/06/2020	Fund Income Tax		3,332.70		3,332.70 DR
30/06/2020	Closing Balance				3,332.70 DR

**Rodan Superannuation Fund**  
**General Ledger Account Movement**  
**For the period from 1 July 2019 to 30 June 2020**

Date	Description	Quantity	Debits	Credits	Balance
<b>Assets</b>					
<b>Investments - Superpower Unit Trust No 1</b>					
01/07/2019	There are no transactions in the selected period	365,000.00000			365,000.00 DR
<b>Investments - Yileen 24 Unit Trust</b>					
01/07/2019	Opening Balance	240,000.00000			237,959.28 DR
30/06/2020	Market Value Adjustment			2,657.52	235,301.76 DR
30/06/2020	Closing Balance	240,000.00000			235,301.76 DR
<b>Cash At Bank - ANZ Business Premium Saver '7859</b>					
01/07/2019	Opening Balance				439,038.67 DR
09/07/2019	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {6			2,586.00	436,452.67 DR
31/07/2019	CREDIT INTEREST PAID		59.31		436,511.98 DR
31/07/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID			27.00	436,484.98 DR
30/08/2019	CREDIT INTEREST PAID		43.05		436,528.03 DR
30/08/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID			20.00	436,508.03 DR
10/09/2019	ANZ INTERNET BANKING PAYMENT 831833 TO BPC ACCO			2,200.00	434,308.03 DR
26/09/2019	ANZ M-BANKING FUNDS TFER TRANSFER 888734 FROM		550.00		434,858.03 DR
26/09/2019	ANZ M-BANKING FUNDS TFER TRANSFER 889346 TO 012			550.00	434,308.03 DR
30/09/2019	CREDIT INTEREST PAID		36.95		434,344.98 DR
30/09/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID			16.00	434,328.98 DR
03/10/2019	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {2			2,562.00	431,766.98 DR
31/10/2019	CREDIT INTEREST PAID		36.69		431,803.67 DR
31/10/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID			16.00	431,787.67 DR
29/11/2019	CREDIT INTEREST PAID		34.31		431,821.98 DR
29/11/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID			15.00	431,806.98 DR
31/12/2019	CREDIT INTEREST PAID		37.85		431,844.83 DR
31/12/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID			17.00	431,827.83 DR
02/01/2020	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {3			2,562.00	429,265.83 DR
31/01/2020	CREDIT INTEREST PAID		36.48		429,302.31 DR
31/01/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID			16.00	429,286.31 DR
28/02/2020	CREDIT INTEREST PAID		32.93		429,319.24 DR
28/02/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID			15.00	429,304.24 DR
31/03/2020	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {5			2,562.00	426,742.24 DR
31/03/2020	CREDIT INTEREST PAID		37.63		426,779.87 DR
31/03/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID			17.00	426,762.87 DR
30/04/2020	CREDIT INTEREST PAID		35.08		426,797.95 DR
30/04/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID			16.00	426,781.95 DR
29/05/2020	CREDIT INTEREST PAID		33.91		426,815.86 DR
29/05/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID			15.00	426,800.86 DR
30/06/2020	CREDIT INTEREST PAID		26.31		426,827.17 DR
30/06/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID			12.00	426,815.17 DR
30/06/2020	Closing Balance				426,815.17 DR
<b>Other Assets - Receivables</b>					
<b>Investment Income Receivable - Distributions - Units In Unlisted Unit Trusts</b>					
<b>Superpower Unit Trust No 1</b>					
01/07/2019	Opening Balance				30,858.00 DR
30/06/2020	2020 Distribution		23,843.00		54,701.00 DR
30/06/2020	Closing Balance				54,701.00 DR
<b>Investment Income Receivable - Interest - Cash At Bank</b>					
<b>ANZ Business Premium Saver '7859</b>					
01/07/2019	Opening Balance				0.00
31/07/2019	CREDIT INTEREST PAID			32.31	32.31 CR
31/07/2019	CREDIT INTEREST PAID		32.31		0.00 CR
30/08/2019	CREDIT INTEREST PAID			23.05	23.05 CR
30/08/2019	CREDIT INTEREST PAID		23.05		0.00 CR
30/09/2019	CREDIT INTEREST PAID			20.95	20.95 CR

**Rodan Superannuation Fund**  
**General Ledger Account Movement**  
**For the period from 1 July 2019 to 30 June 2020**

Date	Description	Quantity	Debits	Credits	Balance
<b>Assets</b>					
30/09/2019	CREDIT INTEREST PAID		20.95		0.00 CR
31/10/2019	CREDIT INTEREST PAID			20.69	20.69 CR
31/10/2019	CREDIT INTEREST PAID		20.69		0.00 CR
29/11/2019	CREDIT INTEREST PAID			19.31	19.31 CR
29/11/2019	CREDIT INTEREST PAID		19.31		0.00 CR
31/12/2019	CREDIT INTEREST PAID			20.85	20.85 CR
31/12/2019	CREDIT INTEREST PAID		20.85		0.00 CR
31/01/2020	CREDIT INTEREST PAID			20.48	20.48 CR
31/01/2020	CREDIT INTEREST PAID		20.48		0.00 CR
28/02/2020	CREDIT INTEREST PAID			17.93	17.93 CR
28/02/2020	CREDIT INTEREST PAID		17.93		0.00 CR
31/03/2020	CREDIT INTEREST PAID			20.63	20.63 CR
31/03/2020	CREDIT INTEREST PAID		20.63		0.00 CR
30/04/2020	CREDIT INTEREST PAID			19.08	19.08 CR
30/04/2020	CREDIT INTEREST PAID		19.08		0.00 CR
29/05/2020	CREDIT INTEREST PAID			18.91	18.91 CR
29/05/2020	CREDIT INTEREST PAID		18.91		0.00 CR
30/06/2020	CREDIT INTEREST PAID			14.31	14.31 CR
30/06/2020	CREDIT INTEREST PAID		14.31		0.00 CR
30/06/2020	Closing Balance				0.00
<b>Liabilities</b>					
<b>Other Creditors and Accruals</b>					
<b>Accountancy Fee</b>					
01/07/2019	Opening Balance				0.00
20/08/2019	BPC ACCOUNTING INVOICE 503052 - 2018 TAX			1,650.00	1,650.00 CR
10/09/2019	BPC ACCOUNTING INVOICE 503052 - 2018 TAX		1,650.00		0.00 CR
30/06/2020	Closing Balance				0.00
<b>Auditor Fee</b>					
01/07/2019	Opening Balance				0.00
20/08/2019	BPC ACCOUNTING INVOICE 503052 - 2018 AUDIT			550.00	550.00 CR
10/09/2019	BPC ACCOUNTING INVOICE 503052 - 2018 AUDIT		550.00		0.00 CR
30/06/2020	Closing Balance				0.00
<b>Income Tax Payable</b>					
<b>Income Tax Payable</b>					
01/07/2019	Opening Balance				101.40 CR
01/07/2019	Fund Tax Finalisation			15,560.05	15,661.45 CR
30/06/2020	Closing Balance				15,661.45 CR
<b>Provision for Income Tax</b>					
01/07/2019	Opening Balance				20,848.05 CR
01/07/2019	Fund Tax Finalisation		20,848.05		0.00 CR
30/06/2020	Tax Effect Of Income			3,332.70	3,332.70 CR
30/06/2020	Closing Balance				3,332.70 CR
<b>Withholding Credits - Cash At Bank</b>					
<b>ANZ Business Premium Saver '7859</b>					
01/07/2019	Opening Balance				116.00 DR
01/07/2019	Fund Tax Finalisation			116.00	0.00 CR
31/07/2019	CREDIT INTEREST PAID		27.00		27.00 DR
30/08/2019	CREDIT INTEREST PAID		20.00		47.00 DR
30/09/2019	CREDIT INTEREST PAID		16.00		63.00 DR
31/10/2019	CREDIT INTEREST PAID		16.00		79.00 DR
29/11/2019	CREDIT INTEREST PAID		15.00		94.00 DR
31/12/2019	CREDIT INTEREST PAID		17.00		111.00 DR
31/01/2020	CREDIT INTEREST PAID		16.00		127.00 DR
28/02/2020	CREDIT INTEREST PAID		15.00		142.00 DR
31/03/2020	CREDIT INTEREST PAID		17.00		159.00 DR
30/04/2020	CREDIT INTEREST PAID		16.00		175.00 DR

**Rodan Superannuation Fund**  
**General Ledger Account Movement**  
**For the period from 1 July 2019 to 30 June 2020**

Date	Description	Quantity	Debits	Credits	Balance
<b>Liabilities</b>					
29/05/2020	CREDIT INTEREST PAID		15.00		190.00 DR
30/06/2020	CREDIT INTEREST PAID		12.00		202.00 DR
<b>30/06/2020</b>	<b>Closing Balance</b>				<b>202.00 DR</b>
<b>Income Tax Instalments Paid</b>					
<b>01/07/2019</b>	<b>Opening Balance</b>				<b>5,172.00 DR</b>
01/07/2019	Fund Tax Finalisation			5,172.00	0.00 CR
30/09/2019	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {2		2,562.00		2,562.00 DR
31/12/2019	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {3		2,562.00		5,124.00 DR
31/03/2020	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {5		2,562.00		7,686.00 DR
<b>30/06/2020</b>	<b>Closing Balance</b>				<b>7,686.00 DR</b>
<b>Other Taxes Payable</b>					
<b>Activity Statement Payable/Refundable</b>					
<b>01/07/2019</b>	<b>Opening Balance</b>				<b>2,586.00 CR</b>
09/07/2019	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {6		2,586.00		0.00 CR
30/09/2019	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {2			2,562.00	2,562.00 CR
03/10/2019	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {2		2,562.00		0.00 CR
31/12/2019	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {3			2,562.00	2,562.00 CR
02/01/2020	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {3		2,562.00		0.00 CR
31/03/2020	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {5			2,562.00	2,562.00 CR
31/03/2020	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {5		2,562.00		0.00 CR
<b>30/06/2020</b>	<b>Closing Balance</b>				<b>0.00</b>
<b>Fund Suspense</b>					
<b>ANZ Business Premium Saver '7859</b>					
<b>01/07/2019</b>	<b>Opening Balance</b>				<b>0.00</b>
09/07/2019	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {6			2,586.00	2,586.00 CR
09/07/2019	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {6		2,586.00		0.00 CR
31/07/2019	CREDIT INTEREST PAID			59.31	59.31 CR
31/07/2019	CREDIT INTEREST PAID		27.00		32.31 CR
31/07/2019	CREDIT INTEREST PAID		32.31		0.00 CR
31/07/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID			27.00	27.00 CR
31/07/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID		27.00		0.00 CR
30/08/2019	CREDIT INTEREST PAID			43.05	43.05 CR
30/08/2019	CREDIT INTEREST PAID		20.00		23.05 CR
30/08/2019	CREDIT INTEREST PAID		23.05		0.00 CR
30/08/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID			20.00	20.00 CR
30/08/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID		20.00		0.00 CR
10/09/2019	ANZ INTERNET BANKING PAYMENT 831833 TO BPC ACCO			550.00	550.00 CR
10/09/2019	ANZ INTERNET BANKING PAYMENT 831833 TO BPC ACCO			1,650.00	2,200.00 CR
10/09/2019	ANZ INTERNET BANKING PAYMENT 831833 TO BPC ACCO		2,200.00		0.00 CR
26/09/2019	ANZ M-BANKING FUNDS TFER TRANSFER 888734 FROM :			550.00	550.00 CR
26/09/2019	ANZ M-BANKING FUNDS TFER TRANSFER 888734 FROM :		550.00		0.00 CR
26/09/2019	ANZ M-BANKING FUNDS TFER TRANSFER 889346 TO 012			550.00	550.00 CR
26/09/2019	ANZ M-BANKING FUNDS TFER TRANSFER 889346 TO 012		550.00		0.00 CR
30/09/2019	CREDIT INTEREST PAID			36.95	36.95 CR
30/09/2019	CREDIT INTEREST PAID		16.00		20.95 CR
30/09/2019	CREDIT INTEREST PAID		20.95		0.00 CR
30/09/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID			16.00	16.00 CR
30/09/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID		16.00		0.00 CR
03/10/2019	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {2			2,562.00	2,562.00 CR
03/10/2019	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {2		2,562.00		0.00 CR
31/10/2019	CREDIT INTEREST PAID			36.69	36.69 CR
31/10/2019	CREDIT INTEREST PAID		16.00		20.69 CR
31/10/2019	CREDIT INTEREST PAID		20.69		0.00 CR
31/10/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID			16.00	16.00 CR
31/10/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID		16.00		0.00 CR
29/11/2019	CREDIT INTEREST PAID			34.31	34.31 CR
29/11/2019	CREDIT INTEREST PAID		15.00		19.31 CR



**Rodan Superannuation Fund**  
**General Ledger Account Movement**  
**For the period from 1 July 2019 to 30 June 2020**

Date	Description	Quantity	Debits	Credits	Balance
<b>Liabilities</b>					
29/11/2019	CREDIT INTEREST PAID		19.31		0.00 CR
29/11/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID			15.00	15.00 CR
29/11/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID		15.00		0.00 CR
31/12/2019	CREDIT INTEREST PAID			37.85	37.85 CR
31/12/2019	CREDIT INTEREST PAID		17.00		20.85 CR
31/12/2019	CREDIT INTEREST PAID		20.85		0.00 CR
31/12/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID			17.00	17.00 CR
31/12/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID		17.00		0.00 CR
02/01/2020	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {3			2,562.00	2,562.00 CR
02/01/2020	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {3		2,562.00		0.00 CR
31/01/2020	CREDIT INTEREST PAID			36.48	36.48 CR
31/01/2020	CREDIT INTEREST PAID		16.00		20.48 CR
31/01/2020	CREDIT INTEREST PAID		20.48		0.00 CR
31/01/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID			16.00	16.00 CR
31/01/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID		16.00		0.00 CR
28/02/2020	CREDIT INTEREST PAID			32.93	32.93 CR
28/02/2020	CREDIT INTEREST PAID		15.00		17.93 CR
28/02/2020	CREDIT INTEREST PAID		17.93		0.00 CR
28/02/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID			15.00	15.00 CR
28/02/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID		15.00		0.00 CR
31/03/2020	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {5			2,562.00	2,562.00 CR
31/03/2020	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {5		2,562.00		0.00 CR
31/03/2020	CREDIT INTEREST PAID			37.63	37.63 CR
31/03/2020	CREDIT INTEREST PAID		17.00		20.63 CR
31/03/2020	CREDIT INTEREST PAID		20.63		0.00 CR
31/03/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID			17.00	17.00 CR
31/03/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID		17.00		0.00 CR
30/04/2020	CREDIT INTEREST PAID			35.08	35.08 CR
30/04/2020	CREDIT INTEREST PAID		16.00		19.08 CR
30/04/2020	CREDIT INTEREST PAID		19.08		0.00 CR
30/04/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID			16.00	16.00 CR
30/04/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID		16.00		0.00 CR
29/05/2020	CREDIT INTEREST PAID			33.91	33.91 CR
29/05/2020	CREDIT INTEREST PAID		15.00		18.91 CR
29/05/2020	CREDIT INTEREST PAID		18.91		0.00 CR
29/05/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID			15.00	15.00 CR
29/05/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID		15.00		0.00 CR
30/06/2020	CREDIT INTEREST PAID			26.31	26.31 CR
30/06/2020	CREDIT INTEREST PAID		12.00		14.31 CR
30/06/2020	CREDIT INTEREST PAID		14.31		0.00 CR
30/06/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID			12.00	12.00 CR
30/06/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID		12.00		0.00 CR
30/06/2020	Closing Balance				0.00

## Member Entitlements

### Member Entitlement Accounts

#### Mr Danny Vujic

##### Accumulation

01/07/2019	Opening Balance				555,524.37 CR
30/06/2020	Income Taxes Allocated		1,755.53		553,768.84 CR
30/06/2020	Investment Profit or Loss			10,238.08	564,006.92 CR
30/06/2020	Closing Balance				564,006.92 CR

**Rodan Superannuation Fund**  
**General Ledger Account Movement**  
**For the period from 1 July 2019 to 30 June 2020**

Date	Description	Quantity	Debits	Credits	Balance
<b>Member Entitlements</b>					
<b>Mrs Roseanne Vujic</b>					
<b>Accumulation</b>					
01/07/2019	Opening Balance				499,084.13 CR
30/06/2020	Income Taxes Allocated		1,577.17		497,506.96 CR
30/06/2020	Investment Profit or Loss			9,197.90	506,704.86 CR
30/06/2020	Closing Balance				506,704.86 CR

# Rodan Superannuation Fund

## Unrealised Capital Gains as at 30 June 2020

	Quantity /Description	Accounting Treatment			Taxation Treatment								
		Market Value	Original Cost	Accounting Gain/(Loss)	Cost Base Calculation				Capital Gains Calculation				
					Tax Free	Tax Deferred	AMIT	Amount	Indexation	Discountable	Other	Deferred	Capital Loss
<b><u>Bank</u></b>													
<b>ANZ Business Premium Saver '7859</b>													
30/06/2020	426,815.17	426,815.17	426,815.17	0.00	0.00	0.00	0.00	426,815.17			0.00		
	426,815.17	426,815.17	426,815.17	0.00	0.00	0.00	0.00	426,815.17			0.00		
<b><u>BankTotal</u></b>													
		426,815.17	426,815.17	0.00	0.00	0.00	0.00	426,815.17			0.00		
<b><u>Unlisted Market</u></b>													
<b>Superpower Unit Trust No 1</b>													
1/07/2016	300,000.00	300,000.00	300,000.00	0.00	0.00	0.00	0.00	300,000.00		0.00			
1/06/2017	65,000.00	65,000.00	65,000.00	0.00	0.00	0.00	0.00	65,000.00		0.00			
	365,000.00	365,000.00	365,000.00	0.00	0.00	0.00	0.00	365,000.00		0.00	0.00		
<b>Yileen 24 Unit Trust</b>													
24/11/2017	22,500.00	22,059.54	22,500.00	(440.46)	0.00	0.00	0.00	22,500.00					440.46
11/12/2017	25,000.00	24,510.60	25,000.00	(489.40)	0.00	0.00	0.00	25,000.00					489.40
12/12/2017	25,000.00	24,510.60	25,000.00	(489.40)	0.00	0.00	0.00	25,000.00					489.40
13/12/2017	25,000.00	24,510.60	25,000.00	(489.40)	0.00	0.00	0.00	25,000.00					489.40
14/12/2017	10,000.00	9,804.24	10,000.00	(195.76)	0.00	0.00	0.00	10,000.00					195.76
14/12/2017	10,000.00	9,804.24	10,000.00	(195.76)	0.00	0.00	0.00	10,000.00					195.76
18/12/2017	42,500.00	41,668.02	42,500.00	(831.98)	0.00	0.00	0.00	42,500.00					831.98
24/01/2019	80,000.00	78,433.92	80,000.00	(1,566.08)	0.00	0.00	0.00	80,000.00					1,566.08
	240,000.00	235,301.76	240,000.00	(4,698.24)	0.00	0.00	0.00	240,000.00		0.00	0.00		4,698.24
<b><u>Unlisted MarketTotal</u></b>													
		600,301.76	605,000.00	(4,698.24)	0.00	0.00	0.00	605,000.00		0.00	0.00		4,698.24

**Rodan Superannuation Fund**  
**Unrealised Capital Gains as at 30 June 2020**

**Capital Gains Tax Return Summary**

	Indexation	Discount	Other	Deferred	Total Capital Gains	Capital Losses
<b>Current Year Capital Gains</b>						
Shares & Units - Listed Shares	0.00	0.00	0.00	0.00	0.00	0.00
Shares & Units - Other Shares	0.00	0.00	0.00	0.00	0.00	0.00
Shares & Units - Listed Trusts	0.00	0.00	0.00	0.00	0.00	0.00
Shares & Units - Other Units	0.00	0.00	0.00	0.00	0.00	4,698.00
Australian Real Estate	0.00	0.00	0.00	0.00	0.00	0.00
Other Real Estate	0.00	0.00	0.00	0.00	0.00	0.00
Collectables	0.00	0.00	0.00	0.00	0.00	0.00
Other CGT Assets & Other CGT Events	0.00	0.00	0.00	0.00	0.00	0.00
Distributed Capital Gains from Trusts	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	4,698.00
<b>Capital Losses Applied</b>						
Current Year	0.00	0.00	0.00	0.00	0.00	
Prior Years	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	
<b>Net Capital Gains</b>						
Net Gain after applying losses	0.00	0.00	0.00	0.00	0.00	
Discount applicable		0.00				
Net Gain after applying discount	0.00	0.00	0.00	0.00	0.00	

**Gains/Losses on Custom Holding Accounts**

Account Name	Book Cost	Value	Gain/(Loss)	Tax Rate %	Tax Effect
--------------	-----------	-------	-------------	------------	------------

**Custom Holding Accounts Totals**

**Rodan Superannuation Fund**  
**Investment Revaluation as at 30 June 2020**

Investment		Price Date	Market Price	Quantity	Market Value	Change in Market Value
<b>Unlisted Market</b>						
SPUTN1	Superpower Unit Trust No 1	30 Jun 2020	1.00000	365,000.00000	365,000.00	0.00
Y24UT	Yileen 24 Unit Trust	30 Jun 2020	0.98042	240,000.00000	235,301.76	(2,657.52)
<b>Unlisted Market Total</b>					<b>600,301.76</b>	<b>(2,657.52)</b>
<b>Fund Total</b>					<b>600,301.76</b>	<b>(2,657.52)</b>

# Rodan Superannuation Fund

## Tax Accounting Reconciliation

For the period 1 July 2019 to 30 June 2020

<b>Operating Statement Profit vs. Provision for Income Tax</b>		<b>2020</b>
		<b>\$</b>
<b>Benefits Accrued as a Result of Operations before Income Tax</b>		<b>19,435.98</b>
<b><u>ADD:</u></b>		
Decrease in Market Value		2,657.52
Non-Taxable Income		125.00
<b><u>LESS:</u></b>		
Rounding		0.50
<b>Taxable Income or Loss</b>		<b>22,218.00</b>

	<b>Income Amount</b>	<b>Tax Amount</b>
Gross Tax @ 15% for Concessional Income	22,218.00	3,332.70
Gross Tax @ 45% for Net Non-Arm's Length Income	0.00	0.00
No-TFN Quoted Contributions @ 32%	0.00	0.00
Change in Carried Forward Losses	0.00	0.00
<b>Provision for Income Tax</b>		<b>3,332.70</b>

## Provision for Income Tax vs. Income Tax Expense

<b>Provision for Income Tax</b>	<b>3,332.70</b>
<b>Income Tax Expense</b>	<b>3,332.70</b>

## Provision for Income Tax vs. Income Tax Payable

<b>Provision for Income Tax</b>	<b>3,332.70</b>
<b><u>LESS:</u></b>	
Withholding Credits	202.00
Income Tax Instalments Paid	7,686.00
<b>Income Tax Payable (Receivable)</b>	<b>(4,555.30)</b>

## Exempt Current Pension Income Settings

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



Australian Government

Australian Taxation Office

**Agent** BRENDAN CURRAN  
**Client** THE TRUSTEE FOR RODAN  
SUPERANNUATION FUND  
**ABN** 54 346 552 282  
**TFN** 977 278 850

## Activity statement 004

---

### Tax type summary

---

<b>Income tax year</b>	2020
<b>Period</b>	01 July 2019 - 30 June 2020
<b>Type</b>	Pay as you go Instalments
<b>Balance</b>	\$7,686.00 DR

### Transactions

---

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
03/11/2019	28/10/2019	Original Activity Statement for the period ending 30 Sep 19 - PAYG Instalments	\$2,562.00		\$2,562.00 DR
01/03/2020	28/02/2020	Original Activity Statement for the period ending 31 Dec 19 - PAYG Instalments	\$2,562.00		\$5,124.00 DR
10/05/2020	28/04/2020	Original Activity Statement for the period ending 31 Mar 20 - PAYG Instalments	\$2,562.00		\$7,686.00 DR

---

**Rodan Superannuation Fund**  
**Bank Account Movements**  
**For the period 1 July 2019 to 30 June 2020**

Date	Description	Withdrawals	Deposits	Balance
<b>Account:</b>	<b><u>ANZ Business Premium Saver '7859 (012-571 405417859)</u></b>			
1/07/2019	Opening Balance			439,038.67
09/07/2019	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {61662	2,586.00		436,452.67
31/07/2019	CREDIT INTEREST PAID		59.31	436,511.98
31/07/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID	27.00		436,484.98
30/08/2019	CREDIT INTEREST PAID		43.05	436,528.03
30/08/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID	20.00		436,508.03
10/09/2019	ANZ INTERNET BANKING PAYMENT 831833 TO BPC ACCOUN	2,200.00		434,308.03
26/09/2019	ANZ M-BANKING FUNDS TFER TRANSFER 888734 FROM 5331		550.00	434,858.03
26/09/2019	ANZ M-BANKING FUNDS TFER TRANSFER 889346 TO 0125715	550.00		434,308.03
30/09/2019	CREDIT INTEREST PAID		36.95	434,344.98
30/09/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID	16.00		434,328.98
03/10/2019	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {24455	2,562.00		431,766.98
31/10/2019	CREDIT INTEREST PAID		36.69	431,803.67
31/10/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID	16.00		431,787.67
29/11/2019	CREDIT INTEREST PAID		34.31	431,821.98
29/11/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID	15.00		431,806.98
31/12/2019	CREDIT INTEREST PAID		37.85	431,844.83
31/12/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID	17.00		431,827.83
02/01/2020	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {38127	2,562.00		429,265.83
31/01/2020	CREDIT INTEREST PAID		36.48	429,302.31
31/01/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID	16.00		429,286.31
28/02/2020	CREDIT INTEREST PAID		32.93	429,319.24
28/02/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID	15.00		429,304.24
31/03/2020	CREDIT INTEREST PAID		37.63	429,341.87
31/03/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID	17.00		429,324.87
31/03/2020	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {55115	2,562.00		426,762.87
30/04/2020	CREDIT INTEREST PAID		35.08	426,797.95
30/04/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID	16.00		426,781.95
29/05/2020	CREDIT INTEREST PAID		33.91	426,815.86
29/05/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID	15.00		426,800.86
30/06/2020	CREDIT INTEREST PAID		26.31	426,827.17
30/06/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID	12.00		426,815.17
30/06/2020	Closing Balance	<u>13,224.00</u>	<u>1,000.50</u>	<u>426,815.17</u>
	Transactions : 31			



Rodan SF

Bank Statements Match Transactions Business Events

Bank Account ANZ Business Premium Saver \*7859

Date Range 1/07/2019

to 30/06/2020

Group By Nothing

Show only Unmatched ☐

Add

Upload CSV

Export CSV

Match To New

Edit

Delete

Unmatch

0 selected

31 items

Opening Balance: \$439,038.67 | Closing Balance: \$426,815.17

<input type="checkbox"/>	Date	Description	Cash Out	Cash In	Match Summary	Processed By	Balance
<input type="checkbox"/>	09/07/2019	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {616628}	\$2,586.00		Matched: Fund Activity Statement	Automated Feed	\$436,452.67
<input type="checkbox"/>	31/07/2019	CREDIT INTEREST PAID		\$59.31	Matched: 2 transactions	Automated Feed	\$436,511.98
<input type="checkbox"/>	31/07/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID	\$27.00		Matched: Cash	Automated Feed	\$436,484.98
<input type="checkbox"/>	30/08/2019	CREDIT INTEREST PAID		\$43.05	Matched: 2 transactions	Automated Feed	\$436,528.03
<input type="checkbox"/>	30/08/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID	\$20.00		Matched: Cash	Automated Feed	\$436,508.03
<input type="checkbox"/>	10/09/2019	ANZ INTERNET BANKING PAYMENT 831833 TO BPC ACCOUNTING	\$2,200.00		Matched: 2 transactions	Automated Feed	\$434,308.03
<input type="checkbox"/>	26/09/2019	ANZ M-BANKING FUNDS TFER TRANSFER 888734 FROM 533161595		\$550.00	Matched: Cash	Automated Feed	\$434,858.03
<input type="checkbox"/>	26/09/2019	ANZ M-BANKING FUNDS TFER TRANSFER 889346 TO 012571547961921	\$550.00		Matched: Cash	Automated Feed	\$434,308.03
<input type="checkbox"/>	30/09/2019	CREDIT INTEREST PAID		\$36.95	Matched: 2 transactions	Automated Feed	\$434,344.98
<input type="checkbox"/>	30/09/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID	\$16.00		Matched: Cash	Automated Feed	\$434,328.98
<input type="checkbox"/>	03/10/2019	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {244556}	\$2,562.00		Matched: Fund Activity Statement	Automated Feed	\$431,766.98
<input type="checkbox"/>	31/10/2019	CREDIT INTEREST PAID		\$36.69	Matched: 2 transactions	Automated Feed	\$431,803.67
<input type="checkbox"/>	31/10/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID	\$16.00		Matched: Cash	Automated Feed	\$431,787.67
<input type="checkbox"/>	29/11/2019	CREDIT INTEREST PAID		\$34.31	Matched: 2 transactions	Automated Feed	\$431,821.98
<input type="checkbox"/>	29/11/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID	\$15.00		Matched: Cash	Automated Feed	\$431,806.98
<input type="checkbox"/>	31/12/2019	CREDIT INTEREST PAID		\$37.85	Matched: 2 transactions	Automated Feed	\$431,844.83
<input type="checkbox"/>	31/12/2019	RESIDENT WITHHOLD TAX ON INTEREST PAID	\$17.00		Matched: Cash	Automated Feed	\$431,827.83
<input type="checkbox"/>	02/01/2020	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {381277}	\$2,562.00		Matched: Fund Activity Statement	Automated Feed	\$429,265.83
<input type="checkbox"/>	31/01/2020	CREDIT INTEREST PAID		\$36.48	Matched: Interest Received	Automated Feed	\$429,302.31
<input type="checkbox"/>	31/01/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID	\$16.00		Matched: Bank Fee	Automated Feed	\$429,286.31
<input type="checkbox"/>	28/02/2020	CREDIT INTEREST PAID		\$32.93	Matched: Interest Received	Automated Feed	\$429,319.24
<input type="checkbox"/>	28/02/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID	\$15.00		Matched: Bank Fee	Automated Feed	\$429,304.24
<input type="checkbox"/>	31/03/2020	CREDIT INTEREST PAID		\$37.63	Matched: Interest Received	Automated Feed	\$429,341.87
<input type="checkbox"/>	31/03/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID	\$17.00		Matched: Bank Fee	Automated Feed	\$429,324.87
<input type="checkbox"/>	31/03/2020	ANZ INTERNET BANKING BPAY TAX OFFICE PAYMENT {551193}	\$2,562.00		Matched: Fund Activity Statement	Automated Feed	\$426,762.87
<input type="checkbox"/>	30/04/2020	CREDIT INTEREST PAID		\$35.08	Matched: Interest Received	Automated Feed	\$426,797.95

9/25/2021

## RODA02 - Bank Statements

<input type="checkbox"/>	30/04/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID	\$16.00	Matched: Bank Fee	Automated Feed	\$426,781.95
<input type="checkbox"/>	29/05/2020	CREDIT INTEREST PAID	\$33.91	Matched: Interest Received	Automated Feed	\$426,815.86
<input type="checkbox"/>	29/05/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID	\$15.00	Matched: Bank Fee	Automated Feed	\$426,800.86
<input type="checkbox"/>	30/06/2020	CREDIT INTEREST PAID	\$26.31	Matched: Interest Received	Automated Feed	\$426,827.17
<input type="checkbox"/>	30/06/2020	RESIDENT WITHHOLD TAX ON INTEREST PAID	\$12.00	Matched: Bank Fee	Automated Feed	\$426,815.17

Rodan SF / Browse Holding Accounts

Search

Market Type

As At Date  

☐ Show Suspended

☐ Show Zero Balances

/   per page, 3 items

Holding Description	Holding Code	Market Type	Market Code	Quantity	Cost	Market Price	Market Value	Status	Reference	Asset Pool
ANZ Business Premium Saver '7859	ANZ7859	Bank	AUD	..	\$426,815.17	\$1.00000	\$426,815.17	Active	012-571 - 405417859	Default Pool
Superpower Unit Trust No 1	SPUTN1	Unlisted Market	USER	365,000.00000	\$365,000.00	\$1.00000	\$365,000.00	Active		Default Pool
Yileen 24 Unit Trust	Y24UT	Unlisted Market	USER	240,000.00000	\$240,000.00	\$0.98042	\$235,301.76	Active		Default Pool

**Rodan Superannuation Fund**  
**Investment Summary as at 30 June 2020**

Investment	Units	Average Cost Price	Market Price	Accounting Cost	Market Value	Unrealised Accounting Gain/(Loss)	Accounting Gain/(Loss) (%)	Portfolio Weight (%)
<b><u>Bank</u></b>								
ANZ Business Premium Saver '7859				426,815.17	426,815.17			41.55%
				<b>426,815.17</b>	<b>426,815.17</b>			<b>41.55%</b>
<b><u>Unlisted Market</u></b>								
Superpower Unit Trust No 1	365,000.00000	1.0000	1.0000	365,000.00	365,000.00	0.00	0.00%	35.54%
Yileen 24 Unit Trust	240,000.00000	1.0000	0.9804	240,000.00	235,301.76	(4,698.24)	(1.96)%	22.91%
				<b>605,000.00</b>	<b>600,301.76</b>	<b>(4,698.24)</b>	<b>(0.78)%</b>	<b>58.45%</b>
				<b>1,031,815.17</b>	<b>1,027,116.93</b>	<b>(4,698.24)</b>	<b>(0.46)%</b>	<b>100.00%</b>

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

**Rodan Superannuation Fund**  
**Investment Movement Summary**  
**For the period 1 July 2019 to 30 June 2020**

Investment	Opening Balance		Acquisitions		Disposals			Closing Balance		
	Qty	Cost	Qty	Cost	Qty	Proceeds	Profit/(Loss)	Qty	Cost	Market Value
<b><u>Bank</u></b>										
ANZ Business Premium Saver '7859		439,038.67		1,000.50		13,224.00	0.00		426,815.17	426,815.17
		<u>439,038.67</u>		<u>1,000.50</u>		<u>13,224.00</u>	<u>0.00</u>		<u>426,815.17</u>	<u>426,815.17</u>
<b><u>Unlisted Market</u></b>										
Superpower Unit Trust No 1	365,000	365,000.00	0	0.00	0	0.00	0.00	365,000	365,000.00	365,000.00
Yileen 24 Unit Trust	240,000	240,000.00	0	0.00	0	0.00	0.00	240,000	240,000.00	235,301.76
		<u>605,000.00</u>		<u>0.00</u>		<u>0.00</u>	<u>0.00</u>		<u>605,000.00</u>	<u>600,301.76</u>
<b>Fund Total</b>		<u><u>1,044,038.67</u></u>		<u><u>1,000.50</u></u>		<u><u>13,224.00</u></u>	<u><u>0.00</u></u>		<u><u>1,031,815.17</u></u>	<u><u>1,027,116.93</u></u>

**Rodan Superannuation Fund**  
**Investment Revaluation as at 30 June 2020**

Investment		Price Date	Market Price	Quantity	Market Value	Change in Market Value
<b>Unlisted Market</b>						
SPUTN1	Superpower Unit Trust No 1	30 Jun 2020	1.00000	365,000.00000	365,000.00	0.00
Y24UT	Yileen 24 Unit Trust	30 Jun 2020	0.98042	240,000.00000	235,301.76	(2,657.52)
<b>Unlisted Market Total</b>					<b>600,301.76</b>	<b>(2,657.52)</b>
<b>Fund Total</b>					<b>600,301.76</b>	<b>(2,657.52)</b>



# **Unit Trust - Fixed Deed**

establishing the

---

## **Superpower Unit Trust No 1**

---

WSC Group  
3/74 Park Avenue  
KOTARA NSW 2289  
Tel: 0249411899  
[todd.hearne@wscgroup.com.au](mailto:todd.hearne@wscgroup.com.au)

Maddocks  
Level 6  
140 William Street  
Melbourne VIC 3000  
Tel: 1300 307 343  
(c/- Cleardocs)  
[info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)

## Table of contents

<b>A</b>	<b>The trust.....</b>	<b>1</b>
	Establishment of the Unit Trust - Fixed .....	1
	Deed binds and benefits unit holders .....	1
	Issuing additional units .....	1
	Registration of the trust .....	1
	Issuing fractions of units .....	1
	Consolidating and splitting units.....	1
	Issuing wholly paid and partly paid units .....	2
	Failure to pay an instalment on partly paid units .....	2
	The trustee may sell units over which a lien exists .....	2
	Proceeds of sale.....	2
	Transfer of units to the purchaser .....	2
	Interest of unit holders.....	3
	Restrictions on rights of unit holders .....	3
<b>B</b>	<b>Application for units .....</b>	<b>3</b>
	The issue price of units .....	3
	The number of units to be issued .....	3
	Application for units .....	3
	Allotment of units .....	4
	The register of unit holders.....	4
	The trustee must keep the register up to date.....	4
	The effect of registration.....	4
	Joint holders of units .....	4
	Trusts etc not recognised .....	5
	Certificates of holdings .....	5
	Surrender of certificates .....	5
<b>C</b>	<b>Redemption, transfer and transmission of units .....</b>	<b>5</b>
	A unit holder may apply for redemption of units .....	5
	Redemption .....	5
	The redemption price of a unit.....	5
	The date redemption takes place .....	6
	Payment .....	6
	Funds for payment .....	6
	Suspension of redemptions.....	6
	Right to transfer units .....	6
	The transferor remains holder .....	7
	Transmission of units on the death of a unit holder.....	7
	Election by a personal legal representative.....	7
	Issuing a new certificate .....	7
<b>D</b>	<b>Distributions .....</b>	<b>7</b>
	Trustee's right to determine meaning of income .....	7
	The trustee may accumulate income .....	8
	The distribution of income .....	8



	Interim distributions .....	8
	Other distributions .....	8
	Failure to resolve distribution or retention .....	8
	Trust for unit holder under a legal disability.....	8
	Details of the trust for a unit holder under a legal disability .....	9
	Trustee may determine what is income and what is capital .....	9
	Allocation of income or capital of a category .....	9
	Allocation of expenses .....	9
	Distributed income and capital remain in categories.....	9
	Reinvestment .....	10
	Method of distribution .....	10
<b>E</b>	<b>Meetings of unit holders .....</b>	<b>10</b>
	Convening meetings.....	10
	Notice of meetings.....	10
	Chair .....	11
	The decision of questions.....	11
	A poll .....	11
	Voting .....	11
	Proxies etc.....	11
	Meeting procedures.....	11
	The trustee may adjourn a meeting.....	12
	Resolutions are binding on all unit holders.....	12
<b>F</b>	<b>Powers, liability and indemnity of the trustee .....</b>	<b>12</b>
	All powers of an individual owner in relation to assets .....	12
	Specific powers .....	12
	The trustee's borrowing power is unlimited .....	14
	Authority to act on the trustee's behalf .....	14
	The trustee may appoint a manager .....	14
	The trustee may register assets in the name of a nominee .....	15
	The trustee may deposit title documents.....	15
	Liability of the trustee .....	15
	Indemnity to the trustee.....	15
	No indemnity from unit holders.....	15
	The trustee may insist on protection .....	15
	Remuneration.....	15
	Administration expenses .....	16
	Conflict of interests .....	16
	Release of a power .....	16
	Exercise of powers at the trustee's discretion .....	16
	Advice.....	16
<b>G</b>	<b>Appointment, retirement and removal of the trustee.....</b>	<b>16</b>
	The trustee of the trust .....	16
	Appointment of a new trustee.....	16
	Retirement of the trustee.....	17
	Removal of the trustee .....	17
	Termination of the appointment of the trustee.....	17

	The transfer of assets .....	17
<b>H</b>	<b>Variation and termination of trust.....</b>	<b>18</b>
	No Variation of clauses .....	18
	The trustee may vary this deed .....	18
	Variation may not affect rights .....	18
	The time variation takes effect .....	18
	Termination date .....	18
	Termination .....	19
	Retained amounts .....	19
	Power to postpone a sale.....	19
<b>I</b>	<b>Miscellaneous.....</b>	<b>19</b>
	More than one trustee .....	19
	Statements and accounts.....	19
	Financial statements .....	19
	Access to the accounts and books.....	20
	Auditor .....	20
	The trustee may require proof .....	20
	Currency conversion .....	20
	The trustee may value the assets and liabilities .....	20
	No partnership etc .....	20
	Notices .....	21
	Time notice is given.....	21
	Waiver .....	21
	Other rights are preserved .....	21
	Joint and several obligations .....	21
	Laws .....	21
	Counterparts.....	21
	Jurisdiction .....	22
	<b>Definitions .....</b>	<b>23</b>
	<b>Schedule.....</b>	<b>24</b>
	<b>Execution .....</b>	<b>25</b>

## **A The trust**

### **Establishment of the Unit Trust - Fixed**

- 1 The initial unit holders are:
  - MLP No 2 Pty Ltd, ACN 148 958 561, as trustee for Pultar Family Superannuation Fund.
  - Rodan Initiatives Pty Ltd, ACN 609 909 346, as trustee for Rodan Superannuation Fund.
- 2 Newcastle Superpower Pty Ltd, ACN 611 267 344 has agreed to be the initial trustee of the trust.
- 3 They have jointly paid a settled sum of \$10 to the trustee, Newcastle Superpower Pty Ltd, ACN 611 267 344, to establish the Superpower Unit Trust No 1 which is to be governed in accordance with this deed. The initial unit holders have also paid for, and the trustee has issued to them, the number of fully and partly paid units in the trust specified in the Schedule.

### **Deed binds and benefits unit holders**

- 4 This deed both binds and benefits all unit holders.

### **Issuing additional units**

- 5 The trustee may create and issue additional units at any time. Unless all the unit holders provide their written consent otherwise, the price paid for each issued unit must be equal to the redemption price calculated in accordance with clause 30 at the time immediately prior to the units being issued. A person who is or becomes a unit holder is immediately bound by this deed and entitled to benefit under it.

### **Registration of the trust**

- 6 The trustee must ensure that the trust is registered under the *Corporations Act* before the number of members exceeds 20.

### **Issuing fractions of units**

- 7 The trustee may issue units in fractions. Their value is proportional to the value of a whole unit. If a holding includes more than one fraction of a unit, the trustee may consolidate them.

### **Consolidating and splitting units**

- 8 The trustee may consolidate or split units, but only if each unit is consolidated or split on the same basis as every other unit. The trustee must notify each unit holder of the consolidation or split within 30 days after effecting it. The trustee must immediately amend the register to reflect the consolidation or split.

### **Issuing wholly paid and partly paid units**

- 9        The trustee may issue units as wholly paid units or partly paid units. The issue price of partly paid units is to be paid partly on issue and partly by instalments. In the document offering partly paid units for subscription, the trustee must set out the terms, including payment terms, on which the units are to be issued, or must state that these are at the trustee's discretion.

### **Failure to pay an instalment on partly paid units**

- 10       If a unit holder fails to pay an amount due on a partly paid unit on time, the trustee has a first and paramount lien over all units registered in the name of the unit holder. The lien extends to each of the following:

- any unpaid fees or calls in respect of the units;
- any interest that may be payable in accordance with the terms on which the partly paid unit was issued;
- any distribution declared at any time in respect of the units;
- any costs incurred by the trustee in attempting to recover the amounts due by selling the partly paid unit.

A lien over units is discharged if the trustee registers a transfer of those units.

### **The trustee may sell units over which a lien exists**

- 11       The trustee may sell any partly paid units over which a lien exists, as agent for the unit holder. The trustee may only do so after giving the unit holder 14 days' notice in writing, specifying the amount overdue and demanding payment of it.

### **Proceeds of sale**

- 12       The trustee may apply the proceeds of sale towards payment of the overdue amount. The trustee must pay the balance, less any costs incurred in the sale, to the unit holder. If the proceeds of sale are insufficient to discharge the overdue amount and to pay the costs incurred by the trustee in selling the units, the unit holder remains liable to the trustee for the deficiency.

### **Transfer of units to the purchaser**

- 13       The trustee may sign the required transfer to the purchaser on the unit holder's behalf. The transfer is as effective as if the unit holder had signed it. The purchaser is not responsible for what is done with any consideration paid by him or her. The purchaser will not be affected by any irregularity or invalidity in the procedures followed by the trustee in connection with the sale.

### **Interest of unit holders**

- 14 The trustee holds the assets of the trust as a separate fund on trust for the unit holders. The beneficial interest in the trust at any time is vested in the holders of units in the trust at that time, in proportions determined in accordance with the rights attaching to the units.
- Each unit entitles the holder to an equal share with each other unit holder of a unit in the beneficial interest in the trust as a whole.
- 15 Despite any other provision of this deed, in accordance with clause 14, each unit holder is presently entitled to their proportionate share in:
- the income of the trust, subject only to the proper payment of expenses by and of the trustee relating to the administration of the trust; and
  - the trust's assets.

### **Restrictions on rights of unit holders**

- 16 A unit holder (subject to any right conferred by this deed on the unit holders to the contrary) must not do any of the following:
- interfere with the trustee's exercise of any right or power;
  - exercise a right in respect of an asset or lodge a caveat or other notice in relation to an asset or claim any interest in an asset in any other way;
  - require any asset to be transferred to the unit holder.

## **B Application for units**

### **The issue price of units**

- 17 Subject to clause 5, the issue price of a unit is set by the trustee.

### **The number of units to be issued**

- 18 The trustee sets the number of wholly paid units issued by dividing the amount the trustee decides to accept from applicants by the issue price.
- The trustee sets the number of partly paid units issued by dividing the amount the trustee decides to accept from applicants by that part of the issue price for those units which is to be paid on application.

### **Application for units**

- 19 A person who wants to subscribe for units must complete and lodge an application form as required by the trustee. The applicant must enclose with the form the application money, or the transfer of property to be vested in the trustee. The application must be in the form required by the trustee. The trustee may set a minimum application amount for units. The trustee has an absolute discretion whether to accept or reject an application.

### **Allotment of units**

- 20      The trustee allots units to a person by registering them in that person's name in the Unit Register. A person has no rights to a unit until it is allotted to him or her.

### **The register of unit holders**

- 21      The trustee must maintain a register of unit holders. In it the trustee must record the following details:
- the names of the trust and the trustee;
  - the names and addresses of each unit holder and the number of units held by them;
  - the date when the units were issued;
  - if the units have distinctive numbers or distinctive certificates, their numbers;
  - details of all transfers and redemptions of the units;
  - any other details the trustee decides to record.

### **The trustee must keep the register up to date**

- 22      The trustee must keep the register up to date and must record any change of address of which the trustee receives written notice.

### **The effect of registration**

- 23      The person who is registered as the holder of a unit is the only person whom the trustee will recognise as entitled to it.

### **Joint holders of units**

- 24      If 2 or more persons are joint holders of units, the following conditions apply to them:
- the trustee is not bound to register more than 3 joint holders of a unit;
  - the joint holders are jointly and severally liable for all payments, including payment of tax, which have to be made in respect of the units;
  - if the death of a joint holder is proved to the trustee's satisfaction, the remaining joint holders are the only persons whom the trustee will recognise as having any title to the units;
  - a receipt given by one joint holder for a payment or distribution is effective against the other joint holders;
  - the person whose name appears first in the register as one of the joint holders is the person entitled to delivery of notices, payment or other communications; and delivery to that person is effective against the other joint holders.

### **Trusts etc not recognised**

- 25 The trustee is not bound to recognise any beneficial, equitable, contingent or future interest of any person, whether under a trust or otherwise, in a unit held by a unit holder. This applies even if the trustee has notice of it.

### **Certificates of holdings**

- 26 A unit holder is entitled to a certificate signed by the trustee that records the units held in his or her name. The trustee may decide the form of the certificate. Joint holders are entitled to only one certificate in their joint names.

### **Surrender of certificates**

- 27 A unit holder must give the trustee his or her certificate when relevant units are transferred or redeemed, or special rights, restrictions or other conditions attached to them are varied. If that cannot be done, the unit holder must give the trustee satisfactory proof that the certificate has been lost or destroyed.

## **C Redemption, transfer and transmission of units**

### **A unit holder may apply for redemption of units**

- 28 A unit holder may apply to the trustee to redeem one or more units. The unit holder must do so by giving the trustee a completed form approved by the trustee for that purpose. If redemption of the specified units would result in the applicant holding less than the current minimum number of units set by the trustee, the trustee may treat the application as being for all the units held by the applicant. The unit holder may not withdraw an application for redemption.

### **Redemption**

- 29 If the trustee receives a redemption request under clause 28, the trustee must accept the application and comply with the request as soon as reasonably practicable.

### **The redemption price of a unit**

- 30 The trustee must set the redemption price, rounded to the nearest whole cent, of a unit on the basis of the following formula, applied on the date the redemption takes place:

$$\text{Redemption price} = \frac{\text{Net asset value} - \text{transaction costs}}{\text{Number of units on issue}}$$

'Net asset value' means the value of the assets less the liabilities of the trust as determined by the trustee under clause 103.

### **The date redemption takes place**

- 31 A redemption is to take place on the next business day after the day when the trustee becomes bound to redeem the units. If the trustee becomes bound after 5:00 pm on a business day, the redemption is to take place 2 business days later.

However, if the trustee has decided that units may only be redeemed on specified days, the redemption is to take place on the next specified day. If the trustee becomes bound after 5:00 pm on the day before a specified day, the redemption is to take place on the following specified day.

### **Payment**

- 32 Within 90 days after the redemption, the trustee must pay the applicant the redemption price for the units. However, the trustee may deduct any money owed by the unit holder to the trustee on any account before paying the applicant.

The trustee must record the redemption in the register, and must cancel the returned certificate or record on it the details of the redemption.

### **Funds for payment**

- 33 Apart from paying cash on hand, the trustee may do any of the following to pay the redemption price:

- borrow money;
- realise or sell any investment of the trust;
- transfer to the applicant assets of the trust to the same value as the redemption price for the units, or hold those assets on trust solely for the unit holder.

### **Suspension of redemptions**

- 34 The trustee may suspend redemptions of units if, as a result of either of the following, it is impractical for the trustee to calculate the net asset value:

- the closure or disruption of the efficient operation of a market in which assets of the trust are traded;
- the trustee believes that the realisation of assets in prevailing market conditions would not reflect the value for the assets that could be obtained in an orderly market.

An application for redemption that is received during a suspension period is to be treated as having been received before 5:00 pm on the next business day after the suspension ceases.

### **Right to transfer units**

- 35 A holder of units may transfer units to another person. However, the units must first be offered to other unit holders at a price set by the trustee. The trustee must set the price, rounded to the nearest whole cent, for a unit on the basis of the following formula, applied on the date the transfer is to take place:



$$\text{Sale price} = \frac{\text{Net asset value} - \text{transaction costs}}{\text{Number of units on issue}}$$

'Net asset value' means the value of the assets less the liabilities of the trust as determined by the trustee under clause 103.

- 35.1 The trustee may not refuse to register a transfer of units, and must do so as soon as reasonably practicable after receipt of the duly executed forms.
- 35.2 A transfer must be in a form approved by the trustee, and must be signed by both the transferor and the transferee.

### **The transferor remains holder**

- 36 The transferor remains the unit holder until the transferee is registered in the register as the holder of the units.

### **Transmission of units on the death of a unit holder**

- 37 If a unit holder dies, the trustee will only recognise the legal personal representative of the deceased – or, in the case of a joint holder of units, the surviving joint holder – as entitled to an interest in the deceased's units.

### **Election by a personal legal representative**

- 38 The legal personal representative of a deceased unit holder may elect in writing to be registered as the unit holder or to have another person registered as the unit holder. The trustee must act on the election, recording the transmission by election. A legal personal representative is not entitled to exercise any right as unit holder under this deed until he or she is registered. However, he or she may give a valid receipt for money received in respect of the units.

### **Issuing a new certificate**

- 39 If the trustee has consented to a transfer or the legal personal representative of a unit holder has elected to be registered or to have some other person registered as the unit holder, the trustee must register the transferee, legal personal representative or other person as the holder of the units when the trustee is given a properly executed and stamped transfer in the correct form, plus the certificate for the units. The trustee must cancel the certificate, issue a new certificate to the new holder, and issue an amended certificate to the previous holder if that holder continues to hold some of the units recorded on the cancelled certificate.

## **D Distributions**

### **Trustee's right to determine meaning of income**

- 40 The trustee may, instead of relying on the definition of 'income of the trust fund' set out in this deed, decide at any time prior to 30 June in a financial year to adopt, for that financial

year, another definition of 'income of the trust fund'. The trustee's power to make such a decision under this clause 40 is unconfined and not merely administrative.

### **The trustee may accumulate income**

41 During a financial year, the trustee may, with the prior approval by way of a resolution of the unit holders, resolve to accumulate a part of the income for that financial year. The trustee may do so for any of the following purposes:

- to recoup a loss in an earlier financial year;
- as a reserve to meet contingencies, to provide for repairs and maintenance, for depreciation or for any other purpose.

The trustee may pay tax for an accumulated amount out of that amount or out of capital.

### **The distribution of income**

42 The trustee must distribute the remaining income of the trust for a financial year to those who, immediately before the commencement of the next financial year, are unit holders. The trustee must do so in proportion to the number of units they hold.

### **Interim distributions**

43 The trustee may decide to make an interim distribution to unit holders of the estimated income of the trust.

### **Other distributions**

44 The trustee may at any time distribute any amount of capital or income to unit holders in proportion to the number of units each holds as at a date the trustee determines. The trustee may do so by way of cash payment or by issuing bonus units at the issue price determined at that date by the trustee.

### **Failure to resolve distribution or retention**

45 If, before the commencement of the next financial year, the trustee fails to resolve to distribute remaining income from a financial year or to retain it, that income must be credited to a separate account in the books of the trust in the names of the unit holders. The money will be a debt to the unit holders and will not bear interest.

### **Trust for unit holder under a legal disability**

46 The trustee may hold on trust for a unit holder who is under a legal disability any amount which is distributable under this deed to that unit holder, including a distribution in the form of an issue of units. The trustee may do so until the unit holder ceases to be under a legal disability. The assets and income of that trust are not part of the assets or income of this trust.

### **Details of the trust for a unit holder under a legal disability**

- 47        The trust for a unit holder under a legal disability is subject to the following rules:
- if the unit holder dies before ceasing to be under a legal disability, the trustee must hold the assets of that trust on trust for the unit holder's personal legal representative;
  - the trustee may distribute assets of the trust towards the maintenance, education or benefit of the unit holder and may distribute assets to a trustee or guardian of that unit holder, without being responsible for what that person does with the distribution.

### **Trustee may determine what is income and what is capital**

- 48        In determining the income of the trust for a financial year, the trustee may decide whether, and to what extent, a receipt or outgoing is on account of income or capital. The trustee's power to make such a decision under this clause 48 is unconfined and not merely administrative. The trustee's decision is final.

### **Allocation of income or capital of a category**

- 49        If the trustee distributes or accumulates income or capital, the trustee does so on a pro rata basis to all unit holders. However, with the consent of all unit holders, the trustee may decide that income of a financial year, or capital which is distributed or accumulated under this deed, is the whole or part of the income or capital of a category. The result that all or part of that income or capital is specifically or separately allocated and identified in a distribution or accumulation. Save for the unit holders' consent, the trustee's power to make such a decision under this clause 49 is unconfined and not merely administrative.

### **Allocation of expenses**

- 50        The trustee may decide to allocate expenses and outgoings to income or capital of any one or more categories. The trustee's power to make such a decision under this clause 50 is unconfined and not merely administrative. If the trustee does not make such a decision, then the expenses and outgoings are to be allocated in the following way:
- first, against income which is not income of a category;
  - second, against income of a category to which a tax credit, rebate or exemption does not attach;
  - third, against the remaining income.

### **Distributed income and capital remain in categories**

- 51        Income or capital to which a unit holder becomes entitled and which can be identified as being of a category, remains of that category after the unit holder becomes entitled to it and after it is passed to or received by the unit holder.

## **Reinvestment**

- 52      The trustee must determine the procedure for reinvestment in relation to distributions, while complying with the investment policy contained in the information memorandum. The trustee must give the unit holders 30 days' written notice of the procedure to be used.

## **Method of distribution**

- 53      The trustee may distribute an amount for a unit holder under this deed in any one or more of the following ways:

- with the unit holder's consent, by placing the amount to the credit of the unit holder in a 24 hour call account;
- by drawing a cheque for the amount payable to the unit holder or paying the amount into a bank account in the name of the unit holder;
- by paying the amount by cheque or in cash to a third person as directed by the unit holder;
- by satisfying any amount owed by the beneficiary to a third person;
- by applying any part of the amount towards satisfaction of money owing by the unit holder to the trustee on any account or owing to any other person;
- by transferring any of the assets of the fund in specie to the unit holder;
- if all the unit holders consent, by issuing units to the unit holder;
- by setting the amount aside in a separate account in the books of the trust in the name of the unit holder, which amount will be regarded as a liability of the trust.

An amount paid by cheque is to be paid either personally or by post to the unit holder's registered address.

## **E      Meetings of unit holders**

### **Convening meetings**

- 54      The trustee may convene a meeting of unit holders at any time. The unit holders may require the trustee to do so by a notice signed by or for unit holders who hold more than 20% of the units on issue.

### **Notice of meetings**

- 55      The trustee must give at least 7 clear days' written notice of a meeting to all unit holders, specifying the date, time and place of the meeting and the business that is to be transacted.

A meeting may only be held on shorter notice (but no less than 24 hours' notice) with the consent of unit holders who hold at least 75% of the units on issue.

## **Chair**

- 56      At each meeting, the trustee must nominate a person, whether a unit holder or not, to be chair. The chair has a deliberative vote, but not a casting vote. The decision of the chair on any matter relating to the meeting and its resolutions is final.

## **The decision of questions**

- 57      A question put to a meeting of unit holders is to be decided by a show of hands. However, this does not apply if:
- the question is to be decided by the holders of a prescribed percentage of the units on issue; or
  - a poll is demanded.
- In each case, a poll must be taken instead.

## **A poll**

- 58      The unit holders who are present at a meeting may demand a poll. On a poll, each unit holder who is present is entitled to one vote per unit held. This does not apply to the extent of any special right, restriction or condition that attaches to a unit.

## **Voting**

- 59      A unit holder may cast a vote personally, by proxy or by attorney; or, in the case of a company, by a representative.

## **Proxies etc**

- 60      A proxy or appointment of a representative must be in a common form or a form approved by the trustee. A proxy must be signed by the unit holder. An appointment of a representative must be signed by the CEO or other officer of the corporation.
- A proxy must be deposited at the trustee's office at least 24 hours before the meeting to which it relates.

## **Meeting procedures**

- 61      The quorum for a meeting is 2 or more unit holders who represent at least 50% of the units on issue. If there is only one person who holds units in the trust, that unit holder is the quorum.
- If a quorum is not present within 30 minutes after the scheduled commencement of the meeting, the meeting is adjourned to a time, date and place determined by the trustee. This does not apply if the unit holders required the meeting to be convened. In that case, the meeting is dissolved.
- The quorum for an adjourned meeting is those present.

### **The trustee may adjourn a meeting**

- 62      The trustee may at any time adjourn a meeting to another time, date and place. The date must be no more than 21 days after the date of the adjourned meeting.

### **Resolutions are binding on all unit holders**

- 63      A resolution passed at a meeting of unit holders binds all unit holders. No objection may be made to any vote cast unless it is made at the meeting.

A resolution in writing signed by all the unit holders entitled to vote at a meeting of unit holders is as valid and effectual as if it had been passed at a duly called and constituted meeting of unit holders. The written resolution may consist of duplicate copies of one document of which copies have been signed by each unit holder.

## **F      Powers, liability and indemnity of the trustee**

### **All powers of an individual owner in relation to assets**

- 64      The trustee has all the powers in relation to the assets of the trust that it is possible to give a trustee, including all the powers that an individual would have as the legal and beneficial owner of the assets.

### **Specific powers**

- 65      The trustee has each of the following specific powers:
- to invest the assets of the trust and vary such investment at any time, and to enter into and pay for those investments;
  - to advance or lend money to any person, with or without any security being provided;
  - to borrow and raise money from any person;
  - to provide any guarantee or indemnity for payment of money or for the performance of any person's contractual obligations;
  - to mortgage, pledge, charge or otherwise provide the assets of the trust as security for any borrowing, facility, guarantee, indemnity, lease or other contractual obligation;
  - to purchase, acquire, sell, transfer, hire, lease, dispose of, manage, divide, encumber or otherwise deal with any real or personal property;
  - to sell, transfer, hire, lease, dispose of, manage, divide or otherwise deal with any assets of the trust;
  - to purchase, acquire, vary, sell, transfer or dispose of any deferred property or rights, or any life, life endowment, term or other policy, and to make any relevant payment or pay any premium from the assets of the trust;
  - to pay out of the assets of the trust any costs, charges, taxes, duties or expenses of the trust including those which are:

- incidental to the management of the assets of the trust;
- incidental to, or incurred in the exercise of, any power, authority or discretion of the trustee;
- incurred because of the death of a trustee, appointor or any beneficiary;
- to exercise all rights and perform all duties associated with the trustee holding shares, stock or debentures in any company;
- to establish, purchase, acquire, promote or conduct any company, business, profit-making undertaking or scheme, either in the trustee's own capacity or in its capacity as trustee (or both), and either solely or with any person and to sell, transfer, dispose of or wind up any such company, business, undertaking or scheme;
- to employ any person to carry on any business of the trust or to do anything in connection with matters required to be done under this deed, and to remunerate that person (and make arrangements as to that person's superannuation);
- to appropriate, wholly or partly, any asset of the trust in satisfaction of any interest a person may have in the assets of the trust or any benefit which the trustee determines to pay to or apply for the benefit of, a beneficiary;
- to value, or engage a person to value in whole or in part, the assets or any asset of the trust;
- to open and operate bank accounts in the usual way, to draw, make, accept, endorse, discount, execute, issue or otherwise deal with all forms of negotiable or transferable instruments and to enter into any bill facilities or other form of banking facilities;
- to give receipts for money received;
- to deposit any securities, deeds or other documents with any bank;
- to underwrite shares, securities or other obligations;
- to grant options in respect of any of the assets of the trust;
- to become a director, or appoint any person as a director, of any company an interest in which forms part of the assets of the trust, and to be independently paid an amount appropriate for such a position;
- subject to the relevant provisions of this deed, to appoint new trustees in relation to all or any part of the fund on any terms the trustee sees fit;
- to receive any real or personal property by gift or by will as additions to the assets of the trust;
- to grant, cancel or redeem an annuity;
- to divide the assets in their own particular form, without first realising those assets, between the trust fund and any other trusts established under this deed;
- to exercise a power or discretion even though the trustee or a director, member, associate or relative of the trustee has or may have a direct or indirect interest in the method or result of exercising the power or discretion, or may benefit

directly or indirectly from its exercise, provided that such power or discretion is exercised in good faith and for a proper purpose;

- to take any action to protect the assets of the trust;
- to mix the trust fund with any other money, funds or property, including without limitation, other trusts' money, funds or property and may join with any other person or the trustee in its personal capacity or as trustee or any other trust fund or both of them in making common investments;
- in addition to the power set out in clause 67, to appoint in writing an attorney or attorneys and delegate the exercise of all or any of the powers or discretionary authorities hereby conferred on the trustee and execute any powers of attorney or other instruments necessary to effect such purpose;
- to make any election required or permitted at law;
- subject to the provisions of this deed, to exercise all or any of these powers:
  - as the trustee sees fit;
  - either alone or jointly with any person including a trustee for any other trust or the trustee in its personal capacity or as trustee of any other trust fund and to assume joint or several liability in respect of any joint exercise of these powers; and
  - in relation to the assets of the trust, as if the trustee was the beneficial owner of those assets.

In this clause, the term 'any person' is taken to include the trustee in his or her personal capacity, the trustee as trustee of another trust, any director, member, associate or relative of the trustee and any company, business or partnership in which the trustee is a director, member, partner or otherwise involved.

### **The trustee's borrowing power is unlimited**

- 66        The trustee has power to borrow and to offer guarantees to the extent that the trustee thinks fit.

### **Authority to act on the trustee's behalf**

- 67        The trustee may authorise another person to exercise a power or discretion of the trustee. If the trustee authorises another person to exercise a power or discretion of the trustee, the trustee may include in the authority provisions to protect persons dealing with the authorised person. The trustee remains liable for the acts and omissions of the authorised person.

### **The trustee may appoint a manager**

- 68        The trustee is not required to act personally, but may appoint a person to manage the trust on the trustee's behalf.



### **The trustee may register assets in the name of a nominee**

- 69      The trustee may register the assets in the name of a nominee. The trustee retains all the trustee's powers in relation to assets registered in the nominee's name.

### **The trustee may deposit title documents**

- 70      The trustee may deposit documents of title to any asset with a solicitor, accountant, bank, trust company, investment broker, stock broker or similar person in the place where the assets are invested or situated.

### **Liability of the trustee**

- 71      The trustee is not liable to the unit holders in respect of any loss unless it arises from fraud, gross negligence or breach of trust on the part of the trustee. Any liability is limited to the assets of the trust.

### **Indemnity to the trustee**

- 72      The trustee is entitled to an indemnity out of the assets of the trust in respect of any liability incurred in connection with acting as trustee of the trust. This does not apply if the liability arose from fraud, gross negligence or breach of trust on the part of the trustee.

### **No indemnity from unit holders**

- 73      A unit holder is under no obligation whatever to personally indemnify the trustee or a creditor of the trust in relation to any liability, loss, damage or expense either incurred or suffered in connection with the trust. A unit holder's sole liability is in respect of any amount unpaid on partly paid units. The trustee is unable to exercise any right by way of subrogation or indemnity against a unit holder.

### **The trustee may insist on protection**

- 74      The trustee is entitled not to enter into an agreement, execute a document or assume liability of any type in connection with the trust unless it includes a provision limiting the trustee's liability to the extent of the trustee's right to an indemnity from the assets of the trust.

### **Remuneration**

- 75      The trustee is entitled to remuneration for acting as trustee in accordance with a special resolution passed by the unit holders. The remuneration may be in the form of fees, salary, commission or other remuneration. It may be paid out of capital or income of the trust.

### **Administration expenses**

- 76 The trustee may pay all the expenses and costs of administering the trust out of the income or capital of the trust. If the trustee is engaged in a profession, the trustee may charge usual professional charges for any professional work done for the trust by the trustee or a professional, partner or employee.

### **Conflict of interests**

- 77 The trustee (and an associate of the trustee) is entitled to be trustee of another trust, and to deal in any way with the trust established by this deed, or a unit holder, despite being trustee (or an associate of the trustee) of the trust. However, the trustee must disclose any interest of the trustee (or an associate) in a contract or transaction to unit holders before the contract or transaction is entered into. And the trustee (and associate) must also act in good faith at all times towards the unit holders in respect of the contract or transaction.

### **Release of a power**

- 78 The trustee may release or revoke any power conferred on the trustee by this deed, except one which by the terms of this deed is irrevocable. Any other person may release or revoke a power conferred on that person by this deed. If a power is released or revoked by the trustee or other person, the clause granting that power ceases to operate.

### **Exercise of powers at the trustee's discretion**

- 79 The trustee has an absolute discretion whether to exercise a power under this deed and as to how to exercise a power. Neither a unit holder nor any other person may challenge an exercise of a power or a failure to exercise it, or require a reason for its exercise or non-exercise.

### **Advice**

- 80 The trustee may rely on advice from a qualified lawyer in relation to interpreting and applying this deed and anything to be done or not done under it. The trustee may rely on advice or information supplied by any other person in relation to any matter that the trustee believes in good faith is within that person's competence and will not be liable for relying on that advice or information.

## **G Appointment, retirement and removal of the trustee**

### **The trustee of the trust**

- 81 The initial trustee of the trust is named in the Schedule.

### **Appointment of a new trustee**

- 82 The unit holders may appoint a new trustee by passing a special resolution. They may appoint a single trustee or more than one. The appointment is effective when the new

trustee executes a deed binding the trustee to comply with this deed. Registration of the deed is not required unless the law demands it.

- 83 The appointment provisions of this deed apply to the exclusion of any statutory appointment provisions. Registration of any deed which changes the trustees is not required to give effect to a change of trustee or to vest the trust's assets in a new trustee.

### **Retirement of the trustee**

- 84 A trustee may retire by giving the unit holders 3 months' written notice, or such shorter period as specified in a special resolution of the unit holders. However, unless there is a remaining trustee, the retirement is only effective when a new trustee has been appointed.

### **Removal of the trustee**

- 85 The unit holders may remove a trustee at any time in accordance with law or by passing a special resolution.

### **Termination of the appointment of the trustee**

- 86 The appointment of a trustee terminates automatically if any of the following occurs:
- the trustee is found to be of unsound mind, or the trustee or his or her estate becomes liable to be dealt with in any way under a law dealing with mental health;
  - the trustee becomes bankrupt or makes an arrangement or composition with his or her creditors;
  - the trustee enters into compulsory or voluntary liquidation (except for the purposes of amalgamation or reconstruction), or has an administrator, receiver, official manager, or receiver and manager appointed to any part of its assets.

### **The transfer of assets**

- 87 On retirement or removal of a trustee, or automatic termination of a trustee's appointment, the trustee must immediately do each of the following at the trust's expense:
- hand over the books, accounts, documents and property of the trust to the new trustee;
  - do everything necessary to vest the assets of the trust in the new trustee;
  - do everything reasonably required by the new trustee to hand over to the new trustee possession and control of any assets in the hands of third parties;
  - do everything reasonably required by the new trustee to inform the new trustee of the full state of affairs of the trust.

## **H Variation and termination of trust**

### **No Variation of clauses**

- 88      Clauses 14, 15, 16, 17, 29, 41, 82, 89, 91, 92, 93 and this clause 88 cannot be varied except to the extent necessary to ensure that the trust is a fixed trust for the purposes of the *Land Tax Management Act 1956* (NSW).

### **The trustee may vary this deed**

- 89      Except as stated in clause 88, the trustee may vary this deed by resolving to approve the variation. The resolution must be signed by the trustee or by an authorised officer of the trustee. It is not necessary to execute a deed varying this deed in accordance with the resolution.

However, a variation concerning any of the following matters is not effective unless the unit holders consented to it by passing a special resolution at the time of the variation or before it:

- the issue, transfer or redemption of units;
- the appointment or removal of a trustee;
- the variation of this deed;
- voting rights at meetings of the unit holders; and
- limitation of the liability of unit holders.

### **Variation may not affect rights**

- 90      The trustee may not vary this deed in a way that affects::
- the rights of a unit holder to income of the trust previously set aside or held for the benefit of that unit holder;
  - the rights of unit holders to participate in the income or capital of the trust in accordance with this deed.

### **The time variation takes effect**

- 91      A variation takes effect on the date specified in the resolution. If no date is specified, it takes effect on the date of the resolution.

### **Termination date**

- 92      The trust terminates 80 years after the date of this deed. It terminates at an earlier date if either of the following occurs:
- unit holders holding at least 90% of the units on issue notify the trustee that it is to terminate on a specified earlier date;
  - the trustee decides in the interests of all unit holders that it should terminate at a specified earlier date.

## **Termination**

- 93        On termination of the trust, the trustee must realise the assets of the trust, pay all its liabilities, and distribute the remainder (after deducting any amount the trustee is entitled to and any amount the trustee decides is appropriate to cover actual, contingent and future liabilities) to the unit holders in accordance with their entitlements, in proportion to the number of units in respect of which they are registered.

## **Retained amounts**

- 94        The trustee must hold any retained amounts on trust for the unit holders in accordance with their entitlements at the time of termination of this deed.

## **Power to postpone a sale**

- 95        The trustee may postpone the realisation of any asset for any period the trustee thinks desirable.

# **I        Miscellaneous**

## **More than one trustee**

- 96        If there is more than one trustee at any time, the trustees must exercise their powers and discretions by at least a majority of the trustees.

## **Statements and accounts**

- 97        The trustee must establish and maintain proper books of account which accurately reflect all receipts and outgoings of the trust. The trustee must separately record all income and capital of different categories referred to in this deed.

## **Financial statements**

- 98        The trustee must ensure that financial statements are prepared as at the end of each financial year. The statements are to include a profit and loss account and a balance sheet. They are to be certified by a certified practising accountant to be a true and proper statement of the affairs of the trust in accordance with generally accepted accounting principles. They must set out:
- the income of the trust;
  - the capital of the trust;
  - costs and disbursements and other outgoings paid or payable out of the trust and chargeable against income;
  - capital expenditure and liabilities chargeable to capital;
  - investments and money comprised in the trust;
  - amounts held in the accumulated income account;
  - amounts distributed to unit holders;

- amounts held in retained income accounts.

### **Access to the accounts and books**

- 99 A unit holder is entitled to inspect the books and accounts of the trust on giving the trustee reasonable notice.

### **Auditor**

- 100 The trustee may appoint an auditor for the trust.

Unit holders holding at least 20% of the units on issue may at any time request in writing that the trustee appoint an auditor to examine the books and accounts of the trust to ascertain whether any financial statement is correct and to inquire into the financial affairs of the trust. The unit holders may name the auditor or leave it to the trustee to choose one. The trustee must give the auditor access to the books and accounts and must give the auditor any information or explanation the auditor asks for and must co-operate fully with him or her. The costs of the audit are to be paid out of the trust. The trustee may terminate the services of the auditor.

### **The trustee may require proof**

- 101 The trustee may require proof satisfactory to the trustee of the identity and right of a person to a unit or any interest in a unit.

### **Currency conversion**

- 102 If it is necessary to convert an amount from one currency to another, the trustee must decide when the conversion is to take place and the basis on which it is to be done.

### **The trustee may value the assets and liabilities**

- 103 The trustee may at any time value the assets and liabilities of the trust. In doing so, the trustee is not to be regarded as having a valuer's knowledge or any expertise in valuing assets. The trustee may determine what valuation methods and policies to apply. The valuation of an asset must be a market valuation unless the trustee decides that there is no market for an asset or that the market value does not represent its fair value.

The trustee, in making a valuation of the assets and liabilities of the trust, may seek the opinion of the trust's auditors. If no auditor has been appointed to the trust, the trustee may seek the opinion from the trust's accountant. The auditor or accountant as the case may be must confirm to the trustee in writing the market value of the assets of the trust.

### **No partnership etc**

- 104 This deed does not create the relationship of partners, or of principal and agent, between the trustee and the unit holders. It does not create the relationship of partners between the unit holders.

## **Notices**

- 105 A notice or other communication that is required to be given or made or that may be given or made to the trustee is only given or made if it is in writing and delivered personally or sent to the address or fax number set out in the Schedule, or a replacement address or fax number notified to unit holders by the trustee.

A notice or other communication that is required to be given or that may be given to a unit holder is only given if it is in writing and delivered personally or sent to the unit holder's registered address or fax number last notified in writing to the trustee.

## **Time notice is given**

- 106 A notice or other communication is given or made:
- when it is delivered personally;
  - when it should have been delivered in the ordinary course of the post (3 days within Australia; 10 days outside Australia);
  - when the sender receives an acknowledgement or transmission report from the sender's fax that the notice or other communication has been sent in full.

A notice or other communication that is given or made after normal business hours is given or made at 9:00 am on the next business day (recipient's business day and time).

## **Waiver**

- 107 The trustee or a unit holder may only waive a right or a requirement for the performance of a duty by specifically waiving it in writing. Nothing else suffices.

## **Other rights are preserved**

- 108 This deed does not affect any other rights the trustee or a unit holder may have apart from the deed.

## **Joint and several obligations**

- 109 The obligations imposed on anyone under this deed are imposed jointly and severally.

## **Laws**

- 110 References to laws in this deed refer to those laws as amended, or, if repealed, any laws that supersede the repealed laws, if that is consistent with the overall purpose of this deed and does not lead to an anomaly.

## **Counterparts**

- 111 This deed may be executed by executing identical documents.

## **Jurisdiction**

- 112      This deed is governed by the law of New South Wales. Each party submits to the jurisdiction of the courts of that jurisdiction. No party may argue, on the basis of the doctrine of forum non conveniens or any other basis, that the courts of that jurisdiction should not exercise jurisdiction.



## Definitions

**Associate** means what it means under the *Corporations Act*.

**Business day** means Monday to Friday, except public holidays in the jurisdiction stated in clause 112.

**Clear days** in relation to a period of notice, excludes the day the notice is given and the day it becomes effective.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Financial year** means the period from 1 July in a year to 30 June in the next year. It also means the lesser period ending on 30 June after the date of this deed; and the period from 1 July until the termination of the trust before 30 June of the next year.

**Income** for a given financial year, excludes any income for that year that the trustee has decided to accumulate.

**Income of the trust fund** means, subject to clause 40, the net income of the trust as defined in section 95(1) of the *Income Tax Assessment Act 1936* (Cth) (as amended).

**Law** includes a requirement under a law, and the rules of a stock exchange or other body with which rules the trustee must comply.

**New trustee** includes any remaining trustee.

**Net asset value** means the value of the assets less the liabilities of the trust as determined by the trustee under clause 103.

**Person** includes an entity that is not a legal entity.

**Present** means present in person or by proxy, or in the case of a corporation, by a representative.

**Realise** includes sell, call in and convert into money.

**Special resolution** means a resolution passed by 75% of unit holders present and entitled to vote.

**Tax** means any type of tax, duty, charge, fee or other requirement imposed by a government or government agency or authority of any type.

**Trustee** if there is more than one trustee at any time, then at that time 'trustee' means 'trustees'.

**Unit holder** means a person who is registered as a unit holder at the relevant time, either separately or jointly. If a unit holder is dead or is bankrupt, 'unit holder' means the person entitled to the unit holder's units.

**Unit** means a unit in the trust deed.

**Writing** includes writing in electronic form.

## Schedule

**Date of this deed**

14 March 2016

**Names (and ACNs or ABNs if applicable) and addresses of initial unit holders, the number of initial fully paid units held by each and the number of initial partly paid units held by each:**

**Unit Holder 1**

MLP No 2 Pty Ltd, ACN 148 958 561 of 23 Calancra Avenue, Cameron Park NSW 2285 as trustee for Pultar Family Superannuation Fund

Number of fully paid units: 300000 of \$1.00 each.

Number of partly paid units: 0 of \$1.00 each of which \$0.00 has been paid and \$0.00 is unpaid.

**Unit Holder 2**

Rodan Initiatives Pty Ltd, ACN 609 909 346 of 2 Burton Road, Mount Hutton NSW 2290 as trustee for Rodan Superannuation Fund

Number of fully paid units: 300000 of \$1.00 each.

Number of partly paid units: 0 of \$1.00 each of which \$0.00 has been paid and \$0.00 is unpaid.

**Name of the trust**

Superpower Unit Trust No 1

**Name and address of the trustee**

Newcastle Superpower Pty Ltd, ACN 611 267 344  
3/74 Park Avenue  
KOTARA  
NSW, 2289

**The law of the jurisdiction that governs this deed**


New South Wales

## Execution

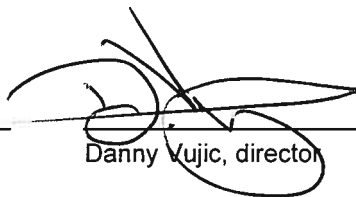
Executed as a deed.

Dated: 16.3.16

Executed by  
Newcastle Superpower Pty Ltd ACN  
611267344, in its capacity as trustee, in  
accordance with section 127(1) of the  
*Corporations Act 2001* (Cwth):



Michael Pultar, director

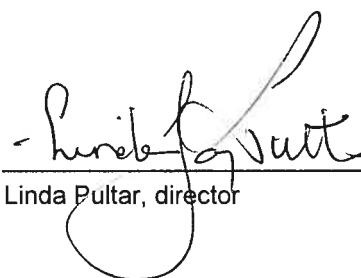


Danny Vujic, director

Executed by  
MLP No 2 Pty Ltd ACN 148958561, in its  
capacity as initial unit holder, in accordance  
with section 127(1) of the *Corporations Act*  
2001 (Cwth):

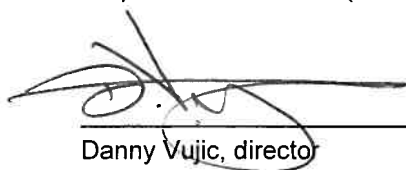


Michael Pultar, director

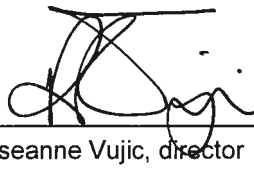


Linda Pultar, director

Executed by  
Rodan Initiatives Pty Ltd ACN 609909346, in  
its capacity as initial unit holder, in  
accordance with section 127(1) of the  
*Corporations Act 2001* (Cwth):



Danny Vujic, director



Roseanne Vujic, director



## **Superpower Unit Trust No 1**

ABN 61 576 160 378

Financial Statements  
For the year ended 30 June 2020

Phone: 1300 365 125  
Email: [info@wscgroup.com.au](mailto:info@wscgroup.com.au)  
Website: [www.wscgroup.com.au](http://www.wscgroup.com.au)

**Superpower Unit Trust No 1**  
**ABN 61 576 160 378**

**Contents**

Detailed Profit and Loss Statement

Beneficiaries Profit Distribution Summary

Detailed Balance Sheet

Notes to the Financial Statements

Trustee's Declaration

Compilation Report

---

**Superpower Unit Trust No 1**  
**ABN 61 576 160 378**  
**Detailed Profit and Loss Statement**  
**For the year ended 30 June 2020**

	2020 \$	2019 \$
<b>Income</b>		
Insurance Recoveries		4,452
Rents received	180,615	185,941
Total income	<u>180,615</u>	<u>190,393</u>
<b>Expenses</b>		
Accountancy	2,500	2,500
Amortisation expense	444	444
Bank fees & charges	1,920	1,920
Borrowing expenses	1,110	1,110
Commissions	4,127	3,997
Depreciation - Plant	10,874	16,464
Depreciation - Buildings	34,798	34,798
Donations		1,000
Filing fees	267	342
Fines	250	
Insurance	4,059	3,891
Interest deductions	58,164	74,490
Rates & land taxes	10,171	7,594
Rent on land & buildings	4,125	4,413
Repairs & maintenance	120	3,401
Total expenses	<u>132,929</u>	<u>156,364</u>
<b>Net Profit from Ordinary Activities before income tax</b>	<u><u>47,686</u></u>	<u><u>34,029</u></u>

These financial statements are unaudited. They must be read in conjunction with the attached Accountant's Compilation Report and Notes which form part of these financial statements.

**Superpower Unit Trust No 1**  
**ABN 61 576 160 378**  
**Beneficiaries Profit Distribution Summary**  
**For the year ended 30 June 2020**

	2020	2019
	\$	\$
<b>Beneficiaries Share of Profit</b>		
- Pultar Superannuation Fund	23,843	17,015
- Rodan Superannuation Fund	23,843	17,015
Total Profit	<u>47,686</u>	<u>34,029</u>

---

These financial statements are unaudited. They must be read in conjunction with the attached Accountant's  
Compilation Report and Notes which form part of these financial statements.

---

**Superpower Unit Trust No 1**  
**ABN 61 576 160 378**  
**Beneficiaries Profit Distribution Summary**  
**For the year ended 30 June 2020**

	2020 \$	2019 \$
<b>Pultar Superannuation Fund</b>		
Opening balance - Beneficiary	30,858	13,843
Profit distribution for year	23,843	17,015
	<u>54,700</u>	<u>30,858</u>
	<u>54,700</u>	<u>30,858</u>
<b>Rodan Superannuation Fund</b>		
Opening balance - Beneficiary	30,858	13,843
Profit distribution for year	23,843	17,015
	<u>54,701</u>	<u>30,858</u>
	<u>54,701</u>	<u>30,858</u>
 Total of beneficiary loans	 <u>109,401</u>	 <u>61,715</u>
 Total Beneficiary Funds	 <u>109,401</u>	 <u>61,715</u>

---

These financial statements are unaudited. They must be read in conjunction with the attached Accountant's Compilation Report and Notes which form part of these financial statements.



**Superpower Unit Trust No 1**  
**ABN 61 576 160 378**  
**Detailed Balance Sheet as at 30 June 2020**

	Note	2020 \$	2019 \$
<b>Current Assets</b>			
<b>Cash Assets</b>			
Cash at bank		73,891	59,769
		<u>73,891</u>	<u>59,769</u>
<b>Current Tax Assets</b>			
GST clearing		6,088	5,440
		<u>6,088</u>	<u>5,440</u>
<b>Total Current Assets</b>		<u><b>79,979</b></u>	<u><b>65,209</b></u>
<b>Non-Current Assets</b>			
<b>Property, Plant and Equipment</b>			
Freehold land - 113 Stenhouse Drive		1,571,585	1,571,585
Buildings - At cost		610,569	600,709
Less: Accumulated depreciation		<u>(186,630)</u>	<u>(140,958)</u>
		<u>1,995,524</u>	<u>2,031,336</u>
<b>Other</b>			
Preliminary expenses		444	888
Borrowing expenses		<u>1,430</u>	<u>2,539</u>
		<u>1,874</u>	<u>3,427</u>
<b>Total Non-Current Assets</b>		<u><b>1,997,398</b></u>	<u><b>2,034,763</b></u>
<b>Total Assets</b>		<u><b>2,077,377</b></u>	<u><b>2,099,972</b></u>

These financial statements are unaudited. They must be read in conjunction with the attached Accountant's Compilation Report and Notes which form part of these financial statements.

**Superpower Unit Trust No 1**  
**ABN 61 576 160 378**  
**Detailed Balance Sheet as at 30 June 2020**

	Note	2020 \$	2019 \$
<b>Current Liabilities</b>			
<b>Payables</b>			
<b>Unsecured:</b>			
Other creditors		3,797	4,082
		<u>3,797</u>	<u>4,082</u>
<b>Financial Liabilities</b>			
<b>Unsecured:</b>			
Beneficiary loan: Pultar Superannuation Fund		54,700	30,858
Beneficiary loan: Rodan Superannuation Fund		54,701	30,858
		<u>109,401</u>	<u>61,715</u>
<b>Total Current Liabilities</b>		<u><b>113,198</b></u>	<u><b>65,797</b></u>
<b>Non-Current Liabilities</b>			
<b>Financial Liabilities</b>			
<b>Secured:</b>			
Bank loan - NAB \$1.3m		1,234,179	1,304,175
		<u>1,234,179</u>	<u>1,304,175</u>
<b>Total Non-Current Liabilities</b>		<u><b>1,234,179</b></u>	<u><b>1,304,175</b></u>
<b>Total Liabilities</b>		<u><b>1,347,377</b></u>	<u><b>1,369,972</b></u>
<b>Net Assets</b>		<u><b>730,000</b></u>	<u><b>730,000</b></u>
<b>Equity</b>			
Pultar Superannuation Fund		365,000	365,000
Rodan Superannuation Fund		365,000	365,000
<b>Total Equity</b>		<u><b>730,000</b></u>	<u><b>730,000</b></u>

These financial statements are unaudited. They must be read in conjunction with the attached Accountant's Compilation Report and Notes which form part of these financial statements.

**Superpower Unit Trust No 1**  
**ABN 61 576 160 378**  
**Notes to the Financial Statements**  
**For the year ended 30 June 2020**

---

## **Note 1: Summary of Significant Accounting Policies**

### **Basis of Preparation**

The directors of the trustee company have prepared the financial statements of the trust on the basis that the trust is a non-reporting entity because there are no users dependent on general purpose financial statements. The financial statements are therefore special purpose financial statements that have been prepared in order to meet the requirements of the trust deed, the information needs of the beneficiaries and for the basis of preparation of the income tax return.

The financial statements have been prepared in accordance with the significant accounting policies disclosed below, which the directors of the trustee company have determined are appropriate to meet the purposes of preparation. Such accounting policies are consistent with the previous period unless stated otherwise.

The financial statements have been prepared on an accrual basis and are based on historical costs unless otherwise stated in the notes. The accounting policies that have been adopted in the preparation of the statements are as follows:

#### **(a) Property, Plant and Equipment (PPE)**

Property, plant and equipment are carried at cost or at independent of directors' valuation. All assets, excluding freehold land and buildings are depreciated over the useful lives of the assets to the trust. Increases in the carrying amount arising on revaluation of land and buildings are credited to a revaluation reserve in shareholders' equity. Decreases that offset previous increases of the same asset are charged against fair value reserves directly in equity; all other decreases are charged to the income statement. Each year the difference between depreciation based on the revalued carrying amount of the assets charged to the income statement and depreciation based on the asset's original cost is transferred from the revaluation reserve to retained earnings.

The carrying amount of plant and equipment is reviewed annually by directors to ensure it is not in excess of the recoverable amount from these assets. The recoverable amount is assessed on the basis of the expected net cash flows that will be received from the asset's employment and subsequent disposal. The expected net cash flows have not been discounted in determining recoverable amounts.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the company and the cost of the item can be measured reliably. All other repairs and maintenance are recognised as expenses in profit or loss during the financial period in which they are incurred.

#### **(b) Cash and Cash Equivalents**

Cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term highly liquid investments with original maturities of three months or less, and bank overdrafts. Bank overdrafts are shown within borrowings in current liabilities on the balance sheet.



**Superpower Unit Trust No 1**  
**ABN 61 576 160 378**  
**Notes to the Financial Statements**  
**For the year ended 30 June 2020**

---

**(c) Revenue and Other Income**

Revenue is measured at the fair value of the consideration received or receivable after taking into account any trade discounts and volume rebates allowed. For this purpose, deferred consideration is not discounted to present values when recognising revenue.

Interest revenue is recognised using the effective interest rate method, which, for floating rate financial assets, is the rate inherent in the instrument. Dividend revenue is recognised when the right to receive a dividend has been established.

Revenue recognised related to the provision of services is determined with reference to the stage of completion of the transaction at the reporting date and where outcome of the contract can be estimated reliably. Stage of completion is determined with reference to the services performed to date as a percentage of total anticipated services to be performed. Where the outcome cannot be estimated reliably, revenue is recognised only to the extent that related expenditure is recoverable.

All revenue is stated net of the amount of goods and services tax (GST).

**(d) Goods and Services Tax (GST)**

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). In these circumstances, the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense. Receivables and payables in the balance sheet are shown inclusive of GST.

**(e) Trade and Other Payables**

Trade and other payables, including bank borrowings and distributions payable, are recognised at the nominal transaction value without taking into account the time value of money.

**(f) Leases**

**The trust as lessee**

Leases are classified as right of use assets whenever the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Where the lease term is 12 months or less or the lease value is less than \$5000 it will be classified as operating leases.

At inception the rights to use assets held are recognised as such as part of property, plant and equipment in the same way as owned assets. The corresponding liability to the lessor is included in the balance sheet as a lease liability. Lease payments are apportioned between the interest component and the reduction of the lease liability. The interest component is recognised in profit or loss in the period in which it arises.

Rentals payable under operating leases are recognised in profit or loss.

# **Superpower Unit Trust No 1**

**ABN 61 576 160 378**

## **Trustee's Declaration**

---

The directors of declare that the trust is not a reporting entity and that this special purpose financial report should be prepared in accordance with the accounting policies outlined in Note 1 to the financial statements

The directors of the trustee company declare that:

- (i) the financial statements and notes, present fairly the trust's financial position as at 30 June 2020 and its performance for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements; and
- (ii) in the directors' opinion there are reasonable grounds to believe that the trust will be able to pay its debts as and when they become due and payable.

The directors are responsible for the reliability, accuracy and completeness of the accounting records and the disclosure of all material and relevant information.

The declaration is made in accordance with a resolution of the Board of Directors of the trustee company.

---

Michael Pultar , (Director)

---

Danny Vujic , (Director)

Date

**Superpower Unit Trust No 1**  
**ABN 61 576 160 378**  
**Compilation Report to Superpower Unit Trust No 1**

---

We have compiled the accompanying special purpose financial statements of Superpower Unit Trust No 1, which comprise the balance sheet as at 30 June 2020, the Statement of Profit and Loss for the year then ended, a summary of significant accounting policies and other explanatory notes. The specific purpose for which the special purpose financial report has been prepared is set out in Note 1. The extent to which Australian Accounting Standards and other mandatory professional reporting requirements have or have not been adopted in the preparation of the special purpose financial report is set out in Note 1.

*The Responsibility of the Directors of the Trustee Company*

The directors of the trustee company are solely responsible for the information contained in the special purpose financial statements, the reliability, accuracy and completeness of the information and for the determination that the significant accounting policies used are appropriate to meet their needs and for the purpose that the financial statements were prepared.

*Our Responsibility*

On the basis of information provided by the directors of the trustee company, we have compiled the accompanying special purpose financial statements in accordance with the significant accounting policies as described in Note 1 to the financial statements and APES 315 Compilation of Financial Information.

We have applied our expertise in accounting and financial reporting to compile these financial statements in accordance with the significant accounting policies described in Note 1 to the financial statements. We have complied with the relevant ethical requirements of APES 110 Code of Ethics for Professional Accountants (including Independence Standards).

*Assurance Disclaimer*

Since a compilation engagement is not an assurance engagement, we are not required to verify the reliability, accuracy or completeness of the information provided to us by management to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion on these financial statements.

The special purpose financial statements were compiled exclusively for the benefit of the directors of the trustee company who are responsible for the reliability, accuracy and completeness of the information used to compile them. Accordingly, these special purpose financial statements may not be suitable for other purposes. We do not accept responsibility for the contents of the special purpose financial statements.

---

22 June, 2021



**PART A Electronic lodgment declaration (Form P, T, F, SMSF or EX)**

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

**Privacy**

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

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

**The Australian Business Register**

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

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

**Electronic funds transfer - direct debit**

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

Tax file number XXX XXX XXX

Year 2020

Name of partnership,  
trust, fund or entity Superpower Unit Trust No 1

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

**Important**

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

**Declaration: I declare that:**

- the information provided to the agent for the preparation of this tax return, including any applicable schedules is true and correct, and
- the agent is authorised to lodge this tax return.

Signature of partner,  
trustee or director

Date

**PART B Electronic funds transfer consent**

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

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

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

Agent's reference  
number

Account Name

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

Signature

Date

**Trust tax return****2020**

Day Month Year to Day Month Year

or specify period if part year or approved substitute period

Notes to help you prepare this tax return are provided in the Trust tax return instructions 2020 (the instructions), available from the website [www.ato.gov.au](http://www.ato.gov.au)

Return year 2020

Tax file number (TFN)

XXX XXX XXX

Have you attached any 'other attachments'?

No

See the Privacy note in the Taxpayer's declaration.

Name of trust

Superpower Unit Trust No 1

Australian business number (ABN)

NN NNN NNN NNN

Current postal address

If the address has not changed, print it exactly as shown on the last notice of assessment or the last tax return lodged.

C/- WSC Nctle Pty Ltd

PO Box 245

KOTARA

NSW

2289

Postal address on previous tax return

If the address has changed, print your previous address exactly as shown on the last notice of assessment or the last tax return lodged.



**Full name of the trustee to whom notices should be sent**

• If the trustee is an individual, print details here.

Title—for example, Mr, Mrs, Ms, Miss

Surname or family name

Given names

• If the trustee is a company, print details here including ABN.

Name

Newcastle Superpower Pty Ltd

ABN

**Daytime contact phone number**

Area code

02

Telephone number

4 0024826

**Family trust election status**

If the trustee has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2019-20 income year write 2020).

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 2020.

**Interposed entity election status**

If the trustee has an existing election, write the earliest income year specified. If the trustee is making one or more elections this year, write the earliest income year being specified and complete an Interposed entity election or revocation 2020 for each election.

If revoking an interposed entity election, print **R** and complete and attach the Interposed entity election or revocation 2020.

**Type of trust**

Print the code representing the type of trust.

U

Print X if also a charity

If code D, write the date of death.

Day Month Year

**Managed Investment trusts**

Is the trust a managed investment trust (MIT)?

N

Print Y for yes or N for no.

Must be completed if Type of trust is either F, M, U, P or Q

CODE

MIT type?

If the trust is a managed investment trust, has the trustee made an election into capital account treatment?

Print Y for yes or N for no.

**Is any tax payable by the trustee?**

N

Print Y for yes or N for no.

**Final tax return**

N

**Electronic funds transfer (EFT)**

Use Agent Trust Account?

We need your financial institution details to pay any refund owing to you, even if you have provided them to us before.

Write the BSB number, account number and account name below.

(See relevant instructions.)

BSB number must be six digits.

Account number

Account name

**1 Description of main business activity**

Industry  
code**A**

**6 Tax withheld**

Tax withheld where ABN not quoted

**T**

Credit for tax withheld - foreign resident  
withholding (excluding capital gains)**U**

**8 Partnerships and trusts****Primary production**

Distribution from partnerships

**A**
 / 

Share of net income from trusts

**Z**
 / 
Deductions relating to amounts shown **A** and **Z****S**


Net primary production amount

 / 
**Non-primary production**Distribution from partnerships,  
less foreign income**B**
 / 
Share of net income from trusts, less capital  
gains, foreign income and franked distributions**R**
 / 
Deductions relating to amounts shown at **B** and **R****T**


Franked distributions from trusts

**F**

Deductions relating to franked  
distributions from trusts in label **F****G**

Net non-primary  
production amount
 / 

Capital gains from another trust and net foreign capital gains need to be included at item 21.  
Amounts of foreign income must be included at item 22 or 23.

**Share of credits from income**Share of credit for tax withheld  
where ABN not quoted**C**

Share of franking credit from  
franked distributions**D**

Share of credit for TFN amounts withheld from  
interest, dividends and unit trust distributions**E**

Credit for TFN amounts withheld from  
payments from closely held trusts**O**

Share of credit for tax withheld  
- foreign resident withholding  
(excluding capital gains)**U**

**9 Rent**

Gross rent

**F**
 180,615

Interest deductions

**G**
 58,164

Capital works deductions

**X**
 34,798

Other rental deductions

**H**
 28,254

Net rent

59,399

**15 Total of items 5 to 14**

Add the boxes

59,399

Deductions relating to franked distributions should  
not include deductions included at G item 8

Franked distributions

**R**

**18 Other deductions** - show only deductions not claimable at any other item

Name of each item of deduction	Amount
Accounting	2,500
Amortisation	444
Filing Fees	267
Commission	4,127
Office Rent	4,125

**Q** 11,463

**19 Total of items 16 to 18**

11,463

**20 Net Australian income or loss** - other than capital gains

Subtract item 19 from item 15

**\$** 47,936 /

**21 Capital gains**

Do you need to complete a *Capital gains tax (CGT) Schedule 2020*?

Did you have a CGT event during the year?

**G** ☐ **N** ☐

Answer yes at **G** if the trust had an amount of capital gains from another trust.

Have you applied an exemption or rollover?

**M** ☐

Type Y for yes or N for no.

Code

Net capital gain

**A**

Credit for foreign resident capital gains withholding amounts

**B**

Net capital losses brought forward from prior years

Net capital losses carried forward to later income years

Non-Collectables

Collectables

**24 Total of items 20 to 23**

Add the **boxes**

47,936 /

**26 Total net income or loss**

Subtract item 25 from item 24.

47,936 /

**Overseas transactions / thin capitalisation****29 Overseas transactions**

Was the aggregate amount of your transactions or dealings with international related parties (including the value of any property/service transferred or the balance of any loans) greater than \$2 million?

**W** ☐ **N** ☐

Print Y for yes or N for no.

Did the thin capitalisation provisions affect you?

**O** ☐ **N** ☐

Print Y for yes or N for no.

Interest expenses overseas

**D**

Royalty expenses overseas

**E**

If you answered Yes at label W or O or completed D or E, complete and attach the International dealings schedule 2020

Was any beneficiary who was not a resident of Australia at any time during the income year 'presently entitled' to a share of the income of the trust?

**A** ☐ **N** ☐

Print Y for yes or N for no.

If you answered Yes at label A, attach the information requested in the instructions.

**Transactions with specified countries**

Did you directly or indirectly send to, or receive from, one of the countries specified in the instructions, any funds or property or

Do you have the ability or expectation to control, whether directly or indirectly, the disposition of any funds, property, assets or investments located in, or located elsewhere but controlled or managed from one of those countries?

**C** ☐ **N** ☐

Print Y for yes or N for no.



**30 Personal services income**Does your income include an individual's personal services income? **N** ☐ **N** ☐ Print Y for yes or N for no.Total amount of PSI included at item 5 income labels **A** Total amount of deductions against PSI included at item 5 expense labels **B** Did you satisfy the results test in respect of any individual? **C** ☐ Print Y for yes or N for no.Do you hold a personal services business (PSB) determination in respect of any individual? **D** ☐ Print Y for yes or N for no.For any individual for whom you did not satisfy the results test or hold a PSB determination, and each source of their PSI income yielded less than 80% of their total PSI, indicate if you satisfied any of the following personal services business tests - print **X** in the appropriate box(es).Unrelated clients test **E1** ☐ Employment test **E2** ☐ Business premises test **E3** ☐**32 Non-Concessional MIT Income (NCMI)****Business income****Primary production**Non-Concessional MIT Income (NCMI) **A** Excluded from NCMI **B** 

Amounts shown at A and B must also be included at 5G PP – Other business income

**Non-Primary production**Non-Concessional MIT Income (NCMI) **C** Excluded from NCMI **D** 

Amounts shown at C and D must also be included at 5H Non-PP – Other business income

**Partnerships and trusts****Primary production**Non-Concessional MIT Income (NCMI) **E** Excluded from NCMI **F** 

Amounts shown at E and F must also be included at 8A Distribution from partnerships

Non-Concessional MIT Income (NCMI) **G** Excluded from NCMI **H** 

Amounts shown at G and H must also be included at 8Z Share of net income from trusts

**Non-Primary production**Non-Concessional MIT Income (NCMI) **I** Excluded from NCMI **J** 

Amounts shown at I and J must also be included at 8B Distribution from partnerships, less foreign income

Non-Concessional MIT Income (NCMI) **K** Excluded from NCMI **L** 

Amounts shown at K and L must also be included at 8R Share of net income from trusts, less capital gains, foreign income and franked distributions

**Capital gains**NCMI **X** Excluded from NCMI **Z** 

The net capital gain for amounts shown at labels X and Z (in respect of agricultural land for rent and residential dwelling assets) must be included at 21A Net capital gain.

**53 Non-refundable carry forward tax offsets**Early stage venture capital limited partnership tax offset **H** Early stage investor tax offset **I** **55 Income of the trust estate** **A**  47,686

Sensitive (when completed)

**56 Statement of distribution****Distribution details**

Complete the distribution details on the following pages for BENEFICIARY 1 to 3 if required, and for Income to which no beneficiary is presently entitled and in which no beneficiary has an indefeasible vested interest, and the trustee's share of credit for tax deducted, if it applies.

If there are more than three beneficiaries see the instructions for more information.

**Note:** It is not an offence not to quote a TFN for a beneficiary. However, TFNs help the Tax ATO to correctly identify each beneficiary's tax records. The ATO is authorised by the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 to ask for information in this tax return. We need this information to help administer the tax laws. To make a correct Trustee Beneficiary (TB) statement you must quote the TFN of a resident trustee beneficiary of a closely held trust.

**Note:** If the trust needs to provide annual reports under the Trustee Beneficiary Rules or the TFN withholding rules you will be able to do so by completing the information in the statement of distribution

**56 Statement of distribution - continued**

Beneficiary's name and tax file number or postal address

Distribution Fraction  50.00 %Tax file number  XXX XXX XXXEntity code **U** **S**Date of birth 

See the Privacy note in the Taxpayer's declaration.

Name  Pultar Family Superannuation FundAddress  403/23 Ravenshaw Street NEWCASTLE WEST

NSW

 2302Assessment calculation code **V**  35Entity code **U** **S**

Share of credit for TFN amounts withheld from payments from closely held trusts

**O** Share of income of the trust estate **W**  23,843Share of credit for tax withheld – foreign resident withholding (excluding capital gains) **L** Australian franking credits from a New Zealand franking company **N** Primary production **A**  / PP – NCMI **A1** PP – Excluded from NCMI **A2** Non-primary production **B**  23,968 / Invest  / Other  23,968 / Non-PP – NCMI **B1** Non-PP – Excluded from NCMI **B2** Credit for tax withheld where ABN not quoted **C** Franked distributions **U** Invest Other Franking credit **D** TFN amounts withheld **E** Capital gains **F** NCMI capital gains **F1** Excluded from NCMI capital gains **F2** Share of credit for foreign resident capital gains withholding amounts **Z** Attributed foreign income **G** Other assessable foreign source income **H**  / Foreign income tax offsets **I** Share of National rental affordability scheme tax offset **R** Exploration credits distributed **M** Early stage venture capital limited partnership tax offset **T** Early stage investor tax offset **J** Div 6AA Eligible income **C1** **Small business income tax offset information**Share of net small business income **Y** **Non-resident beneficiary additional information**s98(3) assessable amount **J** s98(4) assessable amount **K** **TB statement information**

For each trustee beneficiary, indicate whether you will be making a TB statement:

TB statement?

Print Y for yes or N for no. Tax preferred amounts **P** Untaxed part of share of net income **Q** **Annual Trustee Payment report information**Distribution from ordinary or statutory income during income year **S** Total TFN amounts withheld from payments **T**



**56 Statement of distribution - continued**

Beneficiary's name and tax file number or postal address

Distribution Fraction  50.00 %Tax file number Entity code **U** **S**Date of birth 

See the Privacy note in the Taxpayer's declaration.

Name Rodan Superannuation Fund

Address 2 Burton Road

MOUNT HUTTON

NSW

2290

Assessment calculation code **V** 35Entity code **U** **S**

Share of credit for TFN amounts withheld from payments from closely held trusts

**O** Share of income of the trust estate **W** 23,843Capital gains **F** 

Share of credit for tax withheld – foreign resident withholding (excluding capital gains)

**L** NCMI capital gains **F1** 

Australian franking credits from a New Zealand franking company

**N** Excluded from NCMI capital gains **F2** Primary production **A**  / Share of credit for foreign resident capital gains withholding amounts **Z** PP – NCMI **A1** Attributed foreign income **G** PP – Excluded from NCMI **A2** Other assessable foreign source income **H**  / Non-primary production **B** 23,968 / Foreign income tax offsets **I** Invest  / Share of National rental affordability scheme tax offset **R** Other  23,968 / Exploration credits distributed **M** Non-PP – NCMI **B1** Early stage venture capital limited partnership tax offset **T** Non-PP – Excluded from NCMI **B2** Early stage investor tax offset **J** Credit for tax withheld where ABN not quoted **C** Div 6AA Eligible income **C1** Franked distributions **U** Invest Other Franking credit **D** TFN amounts withheld **E** **Small business income tax offset information**Share of net small business income **Y** **Non-resident beneficiary additional information**s98(3) assessable amount **J** s98(4) assessable amount **K** **TB statement information**

For each trustee beneficiary, indicate whether you will be making a TB statement:

TB statement? Print Y for yes or N for no. Tax preferred amounts **P** Untaxed part of share of net income **Q** **Annual Trustee Payment report information**Distribution from ordinary or statutory income during income year **S** Total TFN amounts withheld from payments **T**

**56 Statement of distribution - continued**

Income to which no beneficiary is presently entitled and in which no beneficiary has an indefeasible vested interest, and the trustee's share of credit for tax deducted.

Assessment calculation code	<b>V</b>	<input type="text"/>	Share of credit for TFN amounts withheld from payments from closely held trusts	<b>O</b>	<input type="text"/>	
Share of income of the trust estate	<b>W</b>	<input type="text"/>	Capital gains	<b>F</b>	<input type="text"/>	
Share of credit for tax withheld – foreign resident withholding (excluding capital gains)	<b>L</b>	<input type="text"/>	NCMI capital gains	<b>F1</b>	<input type="text"/>	
Australian franking credits from a New Zealand franking company	<b>N</b>	<input type="text"/>	Excluded from NCMI capital gains	<b>F2</b>	<input type="text"/>	
Share of income	Primary production	<b>A</b>	<input type="text"/>	Share of credit for foreign resident capital gains withholding amounts	<b>Z</b>	<input type="text"/>
	PP – NCMI	<b>A1</b>	<input type="text"/>	Attributed foreign income	<b>G</b>	<input type="text"/>
	PP – Excluded from NCMI	<b>A2</b>	<input type="text"/>	Other assessable foreign source income	<b>H</b>	<input type="text"/>
	Non-primary production	<b>B</b>	<input type="text"/>	Foreign income tax offset	<b>I</b>	<input type="text"/>
	Non-PP – NCMI	<b>B1</b>	<input type="text"/>	Share of National rental affordability scheme tax offset	<b>R</b>	<input type="text"/>
	Non-PP – Excluded from NCMI	<b>B2</b>	<input type="text"/>	Share of other refundable tax offsets	<b>X</b>	<input type="text"/>
	Credit for tax withheld where ABN not quoted	<b>C</b>	<input type="text"/>	Early stage venture capital limited partnership tax offset	<b>T</b>	<input type="text"/>
	Franked distributions	<b>U</b>	<input type="text"/>	Early stage venture capital limited partnership tax offset carried forward from previous year	<b>K</b>	<input type="text"/>
Franking credit	<b>D</b>	<input type="text"/>	Early stage investor tax offset	<b>J</b>	<input type="text"/>	
TFN amounts withheld	<b>E</b>	<input type="text"/>	Early stage investor tax offset carried forward from previous year	<b>M</b>	<input type="text"/>	

If you completed labels T, K, J or M, attach the information requested in the instructions.

**57 Choice for resident trustee to be assessed to capital gains on behalf of beneficiaries**

Assessment calculation code	<b>X</b>	<input type="text"/>
Amount of capital gains on which the trustee has chosen to be assessed on behalf of beneficiaries	<b>Y</b>	<input type="text"/>

**Items 58 and 59 must be answered for all trusts - if you answer yes to any of these questions, answer Yes to the 'other attachments' question on page 1 of this tax return.**

**58 Beneficiary under legal disability who is presently entitled to income from another trust**

Was any beneficiary in this trust, who was under a legal disability on 30 June 2020, also presently entitled to a share of the income of another trust?

☐ N

Print Y for yes or N for no.

If yes, or the answer is not known, furnish the information requested in the instructions.

**59 Non-resident trust**

Is the trust a non-resident trust? ☐ N Print Y for yes or N for no.

If yes, state the amount of income derived outside Australia to which no beneficiary is presently entitled. Print NIL if applicable.



**Declarations****TAXPAYER'S DECLARATION****Important**

Before making this declaration check to ensure that all income has been disclosed and the tax return, all attached schedules and any additional documents are true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the ATO. The income tax law imposes heavy penalties for false or misleading statements in tax returns.

**This declaration must be signed by a trustee or public officer.**

**Privacy**

The ATO is authorised by the Taxation Administration Act 1953 to request the provision of tax file numbers (TFNs). The ATO will use the TFNs to identify each beneficiary in our records. It is not an offence not to provide the TFNs. However, if the TFNs are not provided, it could increase the chance of delay or error in each beneficiary's assessment.

Taxation law authorises the ATO to collect information including personal information about the person authorised to sign the declaration. For information about your privacy go to [ato.gov.au/privacy](http://ato.gov.au/privacy)

**DECLARATION:**

I declare that the information on this tax return, including any attached schedules and additional documentation is true and correct.

Signature

Day Month Year

Date

Hours taken to prepare and complete this tax return

**TAX AGENT'S DECLARATION**I, 

declare that this tax return has been prepared in accordance with information supplied by the taxpayer, that the taxpayer has given me a declaration stating that the information provided to me is true and correct and that the taxpayer has authorised me to lodge the tax return.

Agent's signature

Client's reference

Contact name

Date

Day Month Year

Agent's phone number (include area code)

Area code

Telephone number

Agent's reference number

Office use only

**Rental Property Schedule 2020****Trust**

Name of Property

Address of Rental Property

113 Stenhouse Drive

CAMERON PARK

NSW

2285

Date property first earned rental income

11/10/2016

Number of weeks property was rented this year

52

Private Use %

Number of weeks property was available for rent this year

52

What is the entity's % ownership of the property?

100

Date property was purchased

07/06/2016

Purchase price of property

1,500,000

Date property was sold (if property disposed of during year)

Sale price of property

Capital gain/loss on sale of this property

Value of capital allowances (depreciation on plant) recouped on the sale

Value of capital works deductions (special building write-off) recouped

Has the loan for the property been renegotiated this year?

N

**Ownership**

% owned

Superpower Unit Trust No 1

SUPE0009

100.00

**Income**

Return

Gross rental income

180,615

180,615

Other rental related income

Gross Rent

180,615

180,615

**Expenses**

Total

Prv %

Return

V Bank Charges

1,920

1,920

F Borrowing expenses

1,110

1,110

H Council Rates

10,171

10,171

K Insurance

4,059

4,059

Q Repairs and maintenance

120

120

L Interest NAB \$1.3m

58,164

58,164

I Capital allowances (depreciation)

10,874

10,874

R Capital works-special build w/off

34,798

34,798

Total expenses

121,216

121,216

**Net Rent**

59,399

59,399

© 2016 The Law Society of New South Wales ACN 000 000 899 and The Real Estate Institute of New South Wales ACN 000 012 457  
 You can prepare your own version of pages 1 and 2 of this contract. Except as permitted under the Copyright Act 1988 (Cth) or consented to by the  
 copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written  
 permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

## Contract for the sale and purchase of land 2016 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW Duty:</b>
vendor's agent	WITHOUT THE INTERVENTION OF AN AGENT	
co-agent		
vendor	Manning Developments Pty Ltd ABN 84 099 253 568 113 Stenhouse Drive, Cameron Park, NSW 2285	
vendor's solicitor	O'Brien Winter Partners Pty Ltd Ground Floor, 360 Hunter Street, Newcastle NSW 2300	Phone: 02 4949 2000 Fax: 02 4949 2001 Ref: DOB:16461 E:damien@owplaw.com.au
date for completion land (address, plan details and title reference)	7 October 2016 (clause 15) 113 Stenhouse Drive, Cameron Park, New South Wales 2285 Registered Plan: Lot 308 Plan DP1089554 Folio Identifier 308/1089554	

Improvements  
attached copies

☒ VACANT POSSESSION ☐ subject to existing tenancies  
☐ other : commercial industrial land with a shed  
☐ documents in the List of Documents as marked or as numbered:  
☐ other documents:

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

Inclusions	
exclusions	
purchaser	Newcastle Superpower Pty Ltd ACN 611 267 344 Superpower Unit Trust No. 1 115-117 Stenhouse Drive, Cameron Park, NSW 2285
purchaser's solicitor	Whitelaw McDonald & Associates 5/76 Park Avenue, Kotara, NSW 2289 PO Box 56, Kotara Fair NSW 2289
price	\$1,500,000.00 excluding GST
deposit	\$150,000.00 excluding GST (10% of the price, unless otherwise stated)
balance	\$1,350,000.00 Excluding GST
contract date	(If not stated, the date this contract was made)

buyer's agent deposit to be invested ☐ NO ☐ Yes

vendor

witness

**GST AMOUNT (optional)**  
 The price excludes  
 GST of: \$150,000

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness



**YILEEN 24 UNIT TRUST**

**FIXED UNIT TRUST**

## **Copyright Warning © 2017**

### **NowInfinity Pty Ltd**

This document contains material (Material) prepared by View Legal Pty Ltd (View Legal). The Material is protected by copyright. All rights reserved. With the exception of Trustees applying the Rules for their Fund for compliance, tax or other purposes under the Superannuation Laws, the Material may not be reproduced in part or full in Australia or any other country by any process, electronic or otherwise, in any material form or transmitted to any other person or stored electronically in any other form without the prior written permission of View Legal except as permitted by the Copyright Act 1968.

With the exception of Trustees applying the Rules for the Trust's or Fund's compliance, tax or other purposes under the Superannuation Laws, or the Directors in complying with their Corporations Act 2001 duties, when you access the Material, you agree to the following terms:

- Not to reproduce the Material in any part without the prior written consent of View Legal.
- You acknowledge that the Material is provided by NowInfinity Pty Ltd (NowInfinity) under licence from View Legal.
- Not to make any charge for providing the Material in whole or part to another person or company, or in any way make commercial use of the Material without the prior written consent of NowInfinity and payment of the appropriate copyright fee.
- Not to modify or distribute the Material or any part of the Material without the expressed prior written permission of NowInfinity.

### ***Disclaimer***

This document is based on the relevant Australian Corporations, Superannuation and Taxation Laws as of 1 May 2017. Neither View Legal, its employees and advisers, or NowInfinity and their employees nor advisers, accept any liability for any loss or damages of any kind whatsoever arising as a result of use of this document. This document is not personal or general advice for the purposes of the Corporations Act 2001 and no legal advice or accounting advice has been offered or given by View Legal, its employees and advisers, or by NowInfinity, its employees and advisers, in the production of this template on the NowInfinity website portal.

## CONTENTS

PARTIES .....	4
OVERVIEW .....	4
DEFINITIONS.....	4
AGREED TERMS .....	10
1. CREATION OF TRUST .....	10
2. VALUATION OF THE TRUST FUND .....	10
3. UNITS .....	11
4. RECORD OF UNITHOLDERS .....	11
5. UNITHOLDERS.....	11
6. UNIT ISSUE .....	12
7. TRANSFER OF UNITS .....	12
8. REDEMPTION .....	14
9. DISTRIBUTION OF INCOME .....	14
10. POWERS ABOUT DISTRIBUTIONS .....	15
11. RESERVES .....	16
12. CAPITAL .....	16
13. TRUSTEE DECISIONS .....	17
14. POWERS OF TRUSTEE .....	17
15. CONFLICTS OF INTEREST .....	17
16. PROFESSIONAL CHARGING .....	18
17. MANNER OF ACTING .....	18
18. RELEASE AND INDEMNITY .....	19
19. RECORD KEEPING AND DISCLOSURE OBLIGATIONS.....	19
20. UNITHOLDER MEETINGS .....	20
21. VARIATIONS .....	21
22. REMOVAL OF TRUSTEE .....	21
23. RETIREMENT OF TRUSTEE .....	21
24. OFFICE OF THE TRUSTEE .....	22
25. LIMIT OF LIABILITY OF UNITHOLDERS .....	22
26. RELATIONSHIP .....	22
27. GOVERNING JURISDICTION .....	22
28. INTERPRETATION .....	23
SCHEDULE 1 - POWERS OF TRUSTEE .....	25
SCHEDULE 2 - UNITHOLDERS AT ESTABLISHMENT OF THE TRUST .....	33
EXECUTION .....	34



Office of State Revenue NSW Treasury	
Client No: 109163208	2835
Duty \$500	Trans No: 9458479-00
Asst details: _____	

## TRUST DEED

### PARTIES

<b>UNITHOLDERS</b>	MLP NO 2 PTY LIMITED - ACN 148 958 561 of 24 Alma Road, NEW LAMBTON, NSW 2305 as trustee for Pultar Family Superannuation Fund, WALMAR SUPER PTY LTD - ACN 608 168 038 of 403/23 Ravenshaw Street, NEWCASTLE WEST, NSW 2302 as trustee for Walmar Superannuation Fund, RODAN INITIATIVES PTY LTD - ACN 609 909 346 of 59 Dudley Road,, CHARLESTON, NSW 2290 as trustee for Rodan Superannuation Fund, AMPED ELECTRICAL NEWCASTLE PTY LTD - ACN 110 860 752 of 22 Paddock Close, ELERMORE VALE, NSW 2287 as trustee for MCLennan Investment Trust, MARTO FAMILY PTY LTD - ACN 622 773 068 of 4/16 Christo Road, GEORGETOWN, NSW 2298 as trustee for Martin Family Superannuation Fund and READAV PTY LTD - ACN 158 367 072 of Unit 8 Level 1 20-22 Smith Street, CHARLESTOWN, NSW 2290 as trustee for Bock Superannuation Fund
<b>INITIAL TRUSTEE</b>	THE GOOD OLD BOYS (NEWCASTLE NO 2) PTY LTD - ACN 622 743 659 of 24 Alma Road, NEW LAMBTON, NSW 2305

### OVERVIEW

- A.** On signing this document the Initial Trustee establishes the Trust for the benefit of the Unitholders.
- B.** The Unitholders have paid an amount to the Trustee to take up by way of allotment the number of Units in the Trust as are set out next to the name of each Unitholder in Schedule 2.
- C.** The Initial Trustee confirms it will:
  - a. act as trustee of the Trust; and
  - b. hold the Trust Fund on the terms in this document.
- D.** The Initial Trustee and the Unitholders confirm they are bound by this document.

### DEFINITIONS

In this document:

<b>Term</b>	<b>Definition</b>
<b>Act</b>	Means (as the context requires) either or both the <i>Income Tax Assessment Act 1936</i> (Cth) and the <i>Income Tax Assessment Act 1997</i> (Cth).
<b>Allocation</b>	Means the number of Units a Unitholder may buy or be issued.
<b>Asset Revaluation</b>	Means a reserve arising out of any revaluation of the

<b>Term</b>	<b>Definition</b>
<b>Reserve</b>	Property of the Trust Fund by a qualified valuer (in accordance with the accounting standards outlined at clause 2.2) which the Trustee may deal with in any manner contemplated by this document.
<b>Bankruptcy Act</b>	Means <i>Bankruptcy Act 1966</i> (Cth).
<b>Business Day</b>	Means a day on which banks are open for general banking in the capital city of the State of the situs of the Trust.
<b>Capital of the Trust Fund</b>	Means all money and Property forming the Trust Fund.
<b>Children</b>	Means biological and lawfully adopted children.
<b>Corporations Act</b>	Means <i>Corporations Act 2001</i> (Cth).
<b>Declaration</b>	Means: <ul style="list-style-type: none"> <li>(a) a written declaration;</li> <li>(b) an oral declaration regardless of whether it is subsequently recorded in writing; or</li> <li>(c) where the Trustee is a company, a decision of its board of directors passed in accordance with the company's constitution.</li> </ul>
<b>Derivative Transaction</b>	Means any contract or financial instrument that derives its value from an underlying asset, commodity, liability or index.
<b>Determination Date</b>	Means the last day of the Financial Year or any later date permitted: <ul style="list-style-type: none"> <li>(a) under the Act;</li> <li>(b) by the relevant statutory authorities charged with enforcing the requirements set out under the Act; or</li> <li>(c) at law,</li> </ul> by which the Trustee may make the Unitholders presently entitled, within the meaning of the Act, to the Income of the Trust for that Financial Year.
<b>Distribute</b>	Means to pay, apply, or set aside including by placing sums to the credit of a Unitholder in the books of the Trust, and 'Distribution' has a similar meaning.
<b>Event of Disqualification</b>	Means: <ul style="list-style-type: none"> <li>(a) death;</li> <li>(b) the loss of lawful capacity through age, accident, or illness (evidence of which is by certificate of a registered medical practitioner);</li> <li>(c) the committing an 'act of bankruptcy' within the meaning of section 40 of the Bankruptcy Act</li> </ul>



**Term****Definition**

(excluding section 40(b) of the Bankruptcy Act);

- (d) a sequestration order being made against the person under section 43 of the Bankruptcy Act;
- (e) the person presenting a declaration of their intention to present a debtor's petition under section 54A of the Bankruptcy Act;
- (f) the person presenting a petition against themselves under section 55 of the Bankruptcy Act;
- (g) the person entering into a part X personal insolvency agreement under the Bankruptcy Act;
- (h) the person entering into a part IX debt agreement under the Bankruptcy Act;
- (i) if the person is a director of a company, the company being wound up by order of a court on the grounds of insolvency;
- (j) the appointment of an administrator of the person under section 436A or section 436C of the Corporations Act;
- (k) an order for the winding up of the person being made under sections 233, 459A, 459B or 461 of the Corporations Act;
- (l) a resolution being passed for the winding up of the person under section 491 of the Corporations Act;
- (m) the person being deregistered under sections 601AB or 601AC of the Corporations Act; or
- (n) judgment being entered against the person.

**Family Law Act**

Means *Family Law Act 1975* (Cth).

**Financial Year**

Means:

- (a) in the first year, the period from the date of this document until the first 30 June following the date of this document;
- (b) in the last year, the period from 1 July before the Vesting Day until the Vesting Day; and
- (c) in all other years, each period of 12 months from 1 July until the following 30 June.

**General Reserve**

Means a reserve to which amounts are added and deducted, including capital amounts not included in the Income of the Trust for a Financial Year or otherwise under this document.

**Income of the Trust**

Means, in respect of any Financial Year:

- (a) an amount equal to the Net Trust Income plus any

<b>Term</b>	<b>Definition</b>
	capital gains not otherwise included in Net Trust Income; or
	(b) any other amount that the Trustee determines on or before the Determination Date under this document.
<b>Issue Notice</b>	Means a notice provided by the Trustee to every Unitholder setting out the: <ul style="list-style-type: none"> <li>(a) total number of Units offered for issue;</li> <li>(b) number of Units offered to each Unitholder;</li> <li>(c) Unit Value of each Unit to be issued;</li> <li>(d) cash amount required to be paid for the issue; and</li> <li>(e) Offer Expiry Date.</li> </ul>
<b>Master Agreement</b>	Means any document that: <ul style="list-style-type: none"> <li>(a) sets out the terms of, or otherwise relates to, any Derivative Transaction; and</li> <li>(b) is published or prepared by a financial institution of any kind.</li> </ul>
<b>Maximum Period</b>	Means the maximum period that a trust may be in existence without contravening the rule against perpetuities in the jurisdiction of the situs of the Trust.
<b>Minute of the Trustee</b>	Means: <ul style="list-style-type: none"> <li>(a) a written minute signed by the Trustee; or</li> <li>(b) where the Trustee is a company, a decision of directors passed in accordance with the company's constitution.</li> </ul>
<b>Net Trust Income</b>	Means the amount calculated as the net income of the Trust under section 95 of the Act (1936), excluding any amount that would otherwise be included pursuant to section 207-20(1) of the Act (1997).
<b>Offer</b>	Means the offer by the Trustee to the Unitholders for the issue of Units set out in the Issue Notice.
<b>Offer Acceptance Notice</b>	Means an unconditional notice stating: <ul style="list-style-type: none"> <li>(a) it accepts its Allocation of Units or a specified lesser number of Units; and</li> <li>(b) if the Unitholder wants to buy more than its Allocation, that it offers to buy an additional specified number of Units if the other Unitholders do not accept their Allocations in full.</li> </ul>
<b>Offer Expiry Date</b>	Means the date the Offer will expire, which must be at least 5 Business Days after the date of the Issue Notice.

<b>Term</b>	<b>Definition</b>
<b>Ordinary Resolution</b>	Means a resolution of Unitholders holding at least 51% of the Units, determined at a meeting held in accordance with this document.
<b>Property</b>	Means any real property or any form of personal property including: <ul style="list-style-type: none"> <li>(a) intellectual property; and</li> <li>(b) shares, debentures or securities of any company, with or without deferred, restricted, qualified or special rights relating to them.</li> </ul>
<b>Proportionate Interest</b>	Is calculated for each Unitholder as follows: <p><i>Proportionate Interest = A / B</i></p> <p>where:</p> <p>A = the number of Units held by the Unitholder on the relevant date; and</p> <p>B = the total number of Units held by all Unitholders on the relevant date.</p>
<b>Resolution</b>	Means, either with or without retrospective effect, a: <ul style="list-style-type: none"> <li>(a) deed revocable or irrevocable;</li> <li>(b) memorandum in writing;</li> <li>(c) Declaration; or</li> <li>(d) Minute of the Trustee.</li> </ul>
<b>Sale Units</b>	Means the specified number of Units a Seller wishes to Transfer (which may be some or all of the holdings of the Seller).
<b>Seller</b>	Means a Unitholder who wishes to Transfer any of its Units.
<b>Spouse</b>	Means a lawfully married spouse and includes where a person is a widow or widower.
<b>Subsequent Trustee Criteria</b>	Means satisfying any legislation regulating trusts in the jurisdiction where the situs of the Trust Fund is, except that: <ul style="list-style-type: none"> <li>(a) a sole trustee may act; and</li> <li>(b) a retiring trustee is fully discharged even where only one trustee remains after the retirement.</li> </ul>
<b>Transfer</b>	Means to sell, assign, transfer, convey or otherwise dispose of a legal or beneficial interest.
<b>Transfer Notice</b>	Means a notice provided by a Seller to every other Unitholder confirming: <ul style="list-style-type: none"> <li>(a) that they wish to sell the Sale Units;</li> </ul>

<b>Term</b>	<b>Definition</b>
	<p>(b) the name of the proposed transferee (if known); and</p> <p>(c) the terms of the sale including the purchase price, and attaching a copy of any offer from a proposed transferee (if any) to buy the Sale Units.</p>
<b>Trust</b>	Means the trust created by this document, known as <b>YILEEN 24 UNIT TRUST</b> .
<b>Trustee</b>	<p>Means:</p> <p>(a) as at the date of this document – the Initial Trustee; or</p> <p>(b) any other person appointed under this document.</p>
<b>Trust Fund</b>	<p>Means:</p> <p>(a) the amounts paid to the Trustee by the initial Unitholders described in Schedule 2;</p> <p>(b) the amounts contributed or credited to pay for additional Units issued for cash under this document;</p> <p>(c) capital profits arising from the sale of Property of the Trust Fund;</p> <p>(d) any Asset Revaluation Reserve that has not been Distributed;</p> <p>(e) the General Reserve; and</p> <p>(f) all other Property of the Trust.</p>
<b>Trust Fund Value</b>	Means the value of the Trust Fund as determined under this document.
<b>Unanimous Resolution</b>	Means a resolution approved by all Unitholders, determined at a meeting held in accordance with this document.
<b>Units</b>	Means the units created under this document and for the time being outstanding in the hands of Unitholders.
<b>Unit Value</b>	Means the value of a Unit, determined by dividing the Trust Fund Value by the total number of Units on issue at the relevant date.
<b>Unitholder</b>	Means a person registered as the holder of a Unit created under this document, and at the date of this document the Unitholders are set out at Schedule 2.
<b>Vesting Day</b>	<p>Means:</p> <p>(a) the day upon which the Maximum Period, starting on the date of this document, expires;</p> <p>(b) whatever day earlier than the date in (a) that:</p> <p>(i) the Trustee may in its absolute discretion</p>

**Term****Definition**

- appoint by Resolution to be the vesting day;  
or
- (ii) the Unitholders appoint by Unanimous Resolution to be the vesting day;
- (iii) and in the event that the Trustee and the Unitholders both resolve to appoint an earlier date to be the vesting day, the vesting day shall be the earliest date appointed; or
- (c) if the jurisdiction of the situs of the Trust does not prescribe a Maximum Period then whatever day the Trustee may in its absolute discretion appoint by Resolution to be the vesting day.

**AGREED TERMS****1 CREATION OF TRUST**

- 1.1 The Initial Trustee declares that the Trustee holds the Trust Fund:
  - (a) on trust for the Unitholders in proportion to each Unitholder's Proportionate Interest; and
  - (b) so that each Unitholder has a vested and indefeasible interest in the Trust Fund.
- 1.2 The Trustee holds the Trust Fund for the benefit of the Trust as a whole and the Unitholders cannot require the Trustee to transfer to themselves any part of the Trust Fund.
- 1.3 At the date of establishment, the Trust Fund is divided into the number of Units set out in Schedule 2, held by the Unitholders.
- 1.4 In relation to all assets forming part of the Trust Fund, the Trustee, to the exclusion of the Unitholders, is the sole representative of the Trust and therefore must:
  - (a) attend meetings;
  - (b) vote upon matters; and
  - (c) take part in or consent to an action,  
concerning all investments of the Trust Fund.
- 1.5 Unless otherwise ceasing to act in accordance with this document, the Trustee confirms that it will act continuously as the trustee of the Trust Fund until the Vesting Day.

**2 VALUATION OF THE TRUST FUND**

- 2.1 The Trustee may value the Trust Fund, and must do so if requested by an Ordinary Resolution.
- 2.2 Any valuation must be determined:
  - (a) based on advice from qualified valuers or accountants (as applicable); and

- (b) in accordance with any applicable professional standard issued by the Australian Professional and Ethics Standard Board Limited (which at the date of this document is APES225: Valuation Services).

### **3 UNITS**

3.1 The beneficial interest in the Trust Fund must be:

- (a) divided into Units of equal Unit Value, distinguished by unique unit numbers; and
- (b) held by the Unitholders in the proportions allocated.

#### ***Subdivision and Consolidation***

3.2 The Trustee may, with consent by Unanimous Resolution:

- (a) consolidate the Units, by increasing the total amount payable per Unit and decreasing the total number of Units; or
- (b) divide the Units, by decreasing the total amount payable per Unit and increasing the number of Units,

provided that the beneficial interest in the Trust Fund and rights and obligations of Unitholders remain unchanged.

### **4 RECORD OF UNITHOLDERS**

4.1 The Trustee must keep a written register of all Units issued setting out:

- (a) the names and addresses of each Unitholder;
- (b) the number of Units and the distinctive numbers of the Units held by each Unitholder; and
- (c) the date each Unitholder acquired each Unit.

4.2 An application for the issue of Units must be:

- (a) in the form determined by the Trustee;
- (b) in writing;
- (c) signed by the applicant;
- (d) addressed to the Trustee and in the form prescribed by the Trustee.

4.3 The Trustee is only required to issue certificates for Units if requested by a Unitholder.

4.4 The Trustee may refuse an application for Units without reason.

4.5 For clarity, the Trustee may be Unitholder.

### **5 UNITHOLDERS**

5.1 If a joint Unitholder suffers an Event of Disqualification then the other joint Unitholders are the only persons recognised by the Trustee as having title to or an interest in the relevant Units.

5.2 If a sole Unitholder suffers an Event of Disqualification then the sole Unitholder's legal personal representative is the only person recognised by the Trustee as having title to or an interest in the relevant Units.

- 5.3 If an Ordinary Resolution (excluding the Unitholder who has suffered an Event of Disqualification) determines, the Trustee must redeem the whole or part of the relevant Unitholder's Units following the procedures set out in this document.

## **6 UNIT ISSUE**

- 6.1 The Trustee may issue Units to:
- (a) any person (including existing Unitholders) for cash at a subscription price equal to the Unit Value at that date; or
  - (b) to all Unitholders in proportion to their Proportionate Interest, as a bonus issue out of:
    - (i) the General Reserve;
    - (ii) the capital profits arising from the sale of Property of the Trust; or
    - (iii) any Asset Revaluation Reserve.
- 6.2 In relation to an issue of Units:
- (a) the Trustee must give each Unitholder an Issue Notice;
  - (b) the Offer will lapse if, on or before the Offer Expiry Date:
    - (i) it is not accepted; or
    - (ii) the consideration is not paid.
- 6.3 Each Unitholder wishing to accept the Offer must provide an Offer Acceptance Notice to the Trustee by the Offer Expiry Date.
- 6.4 The Trustee will allocate Units to each Unitholder as applicable within 10 Business Days after the Offer Expiry Date.
- 6.5 If an Offer lapses or any Unitholder does not accept their Allocation in full, the Trustee must offer the relevant Units available for issue to the Unitholders who have provided an Offer Acceptance Notice in proportion to their respective Proportionate Interests (calculated by excluding the Unitholdings of any Unitholder whose Offer has lapsed).
- 6.6 If any Units then remain unallocated, the Trustee may:
- (a) withdraw the unallocated Units; or
  - (b) issue the unallocated Units to any other person.
- 6.7 The Trustee may issue Units without complying with this clause with approval by Unanimous Resolution.
- 6.8 Regardless of any Unanimous Resolution under this clause, an issue of Units may only occur where the consideration reflects the Unit Value at the date of issue.
- 6.9 For clarity, the Trustee is not required to follow the process in clauses 6.2 to 6.6 for Units issued on the date of this document.

## **7 TRANSFER OF UNITS**

- 7.1 A Unitholder must not Transfer any interest in its Units without first complying with this clause.
- 7.2 A Unitholder may only Transfer a whole number of Units.

- 7.3 If the Trustee determines the provisions of this clause have been satisfied in relation to a Transfer of Units it must:
- (a) register the Transfer and record the buyer as a Unitholder;
  - (b) cancel the Seller's Unit certificate (if any);
  - (c) issue a new Unit certificate to the buyer (if requested by the buyer); and
  - (d) if required, issue a new Unit Certificate to the Seller for any Units not Transferred.

***Consent by trustee***

- 7.4 A Unitholder may, with the written approval of the Trustee (which may be refused without giving any reason), Transfer all or any of their Units by an instrument:
- (a) in writing in the form approved by the Trustee;
  - (b) that is duly stamped if required by law;
  - (c) accompanied by the Unit certificate (if any) relating to the Units to be transferred; and
  - (d) signed by the Seller and the buyer.

***Rights of pre-emption***

- 7.5 If the Trustee does not consent to a Transfer of Units under this document then the Seller must provide a Transfer Notice and follow the procedure in the remainder of this clause.
- 7.6 The Transfer Notice is an offer by the Seller to the other Unitholders to sell on the terms set out in the Transfer Notice, conditional on the Seller receiving acceptances from one or more Unitholders to buy some or all of the Sale Units.
- 7.7 The number of Sale Units that each Unitholder may buy is calculated using the following formula, rounded to the nearest whole number:
- $$\text{Allocation} = \text{number of Sale Units} \times \text{Proportionate Interest}$$
- 7.8 Within 15 Business Days of receiving the Transfer Notice, a Unitholder may give an Offer Acceptance Notice to the Seller.
- 7.9 If any Unitholder does not accept their Allocation in full, the Seller must offer the relevant Units available for Transfer to the Unitholders who have provided an Offer Acceptance Notice in proportion to their respective Proportionate Interests (calculated by excluding the Unitholdings of any Unitholder who has declined the offer in the Transfer Notice).
- 7.10 After 30 Business Days of providing the Transfer Notice, the Seller must Transfer to each buyer the number of Sale Units set out in the Offer Acceptance Notice or as calculated under this clause, as the case may be.
- 7.11 When all of the Sale Units have been allocated under this clause, completion of the sale must take place within 15 Business Days.
- 7.12 If after 15 Business Days of providing the Transfer Notice, the Seller has not received Offer Acceptance Notices for the Transfer of all of the Sale Units, the Seller may sell the remaining Sale Units to a third party:



- (a) at any time within a further 15 Business Days after the initial 15 Business Day period; and
  - (b) on the same terms as set out in the Transfer Notice.
- 7.13 If the proposed third party buyer is not a person named in the Transfer Notice, the Seller must first give a further Transfer Notice to all of the Unitholders which names the proposed third party buyer and the proposed sale price and the process outlined above in this clause must be complied with.

## **8 REDEMPTION**

- 8.1 If requested by a Unitholder, the Trustee must provide a statement of the Unit Value of each Unit.
- 8.2 A Unitholder may give written notice to the Trustee requiring all or part of their Units to be redeemed for the Unit Value.
- 8.3 Regardless of any Unanimous Resolution, no redemption of Units may occur other than for consideration which reflects the Unit Value at the date of redemption.
- 8.4 The Trustee may fund the redemption of Units, including by way of any one or more of the following:
  - (a) out of the cash of the Trust Fund;
  - (b) by Transferring Property of the Trust Fund to the Unitholder as in specie consideration, to the value of the redemption; or
  - (c) by borrowing and using the Property of the Trust Fund as security (if required).
- 8.5 Following any redemption of Units the Trustee must cancel the Unit certificates for the redeemed Units.
- 8.6 The Trustee may deduct any costs or expenses it determines were incurred in relation to the redemption from the amount payable to a Unitholder on the redemption of Units.

## **9 DISTRIBUTION OF INCOME**

- 9.1 In each Financial Year the Trustee may, on or before the Determination Date, decide to accumulate any part or parts of Income of the Trust and such accumulation forms part of the Capital of the Trust Fund.
- 9.2 On the Determination Date, subject to any earlier decision under clause 9.1, the Trustee is deemed to Distribute all of the Income of the Trust (if any):
  - (a) to the Unitholders;
  - (b) in proportion to each Unitholder's Proportionate Interest; and
  - (c) such that each Unitholder has a vested and indefeasible interest and is presently entitled to the Income of the Trust Distributed in respect of each Unit.
- 9.3 Subject to this document, the Trustee may:

- (a) determine the quantum and timing of the payments for Distributing the Income of the Trust, however any decision to defer the making of a payment to a Unitholder does not defeat that Unitholder's vested and indefeasible interest or present entitlement in the amount; or
  - (b) issue additional Units in partial or total satisfaction of the Distribution of the Income of the Trust.
- 9.4 The Trustee may make an interim Distribution of Income of the Trust to the Unitholders at any time as the Trustee decides during each Financial Year.
- 9.5 If the aggregate of the interim Distributions in any Financial Year exceeds the Income of the Trust for the relevant period, the excess amount is deemed to be an interest free advance to the Unitholders repayable on demand.
- 9.6 If in any Financial Year the income and capital gains under trust law differs from the Income of the Trust in respect of that Financial Year, the Trustee may determine that:
  - (a) all or any part of the excess of the income and capital gains under trust law over the Income of the Trust is added to the General Reserve; or
  - (b) an amount equal to any part or all of the excess of the Income of the Trust over the income and capital gains under trust law be Distributed from the General Reserve.

## **10 POWERS ABOUT DISTRIBUTIONS**

- 10.1 Where the Trustee has decided to hold any amount absolutely for any Unitholder, the Trustee may do any one or more of the following:
  - (a) place that amount to the credit of the Unitholder in the books of the Trust Fund, other than as a loan by the Unitholder, so that it will be held on a separate trust for the Unitholder, although still part of the Trust Fund;
  - (b) with the prior written consent of the Unitholder, place that amount to the credit of the Unitholder in the books of the Trust Fund as an at call loan by the Unitholder;
  - (c) apply the amount towards satisfying money owing by the Unitholder to the Trustee, or owing to a third person by the Unitholder;
  - (d) pay the amount by cash, cheque or electronic funds transfer made payable to or for the credit or benefit of the Unitholder;
  - (e) pay that amount in cash to or for the benefit (via a third person) of the Unitholder; or
  - (f) make an in specie transfer of Property of the Trust Fund in satisfaction of that amount.

### ***Payment of tax***

- 10.2 If the Trustee is required by law to pay tax in relation to any Distribution to a Unitholder, it may do so out of any payment:
  - (a) to which the Unitholder is presently entitled;
  - (b) which comes into the hands of the Trustee that the Unitholder is, or becomes presently entitled; or

- (c) over which the Trustee has control and that the Unitholder is or becomes presently entitled to.

***Set off***

- 10.3 The Trustee may decide to retain any amounts otherwise payable to or for the benefit of any Unitholder and set them off against any amounts owing by that Unitholder to the Trustee.

***Intermingling of amounts held for Unitholders***

- 10.4 The Trustee may intermingle amounts that are held absolutely for any Unitholder (pursuant to a decision by the Trustee) with the Trust Fund.
- 10.5 If there is intermingling of amounts, the Trustee must deal with the income or gains so arising as being held for the Unitholder.
- 10.6 The Trustee is taken to be acting in the best interests of the Unitholders when making any determination under this clause.

***Carry forward losses***

- 10.7 If in any Financial Year a revenue loss or capital loss is suffered then the Trustee may determine whether to meet all or part of the loss out of the Income of the Trust Fund and may also, instead of debiting all or part of that loss to the Trust Fund:
  - (a) carry all or part of the revenue loss or capital loss forward to the next Financial Year; and
  - (b) recoup all or part of the revenue loss or capital loss out of the profits or Capital Gains of any later Financial Year before the Distribution of any Income of the Trust Fund.

## **11 RESERVES**

- 11.1 The Trustee must establish the General Reserve.
- 11.2 The Trustee may determine to use the General Reserve for any purpose under this document, including:
  - (a) to make any Distribution to the Unitholders;
  - (b) to meet any expenses of the Trust Fund;
  - (c) maintaining the value of the Trust Fund; and
  - (d) as a reserve against any liabilities or contingencies arising in relation to the Trust Fund.
- 11.3 The Trustee may create an Asset Revaluation Reserve.
- 11.4 Each Unitholder has an interest in the General Reserve and Asset Revaluation Reserve in proportion to their Proportionate Interest.

## **12 CAPITAL**

- 12.1 At any time before the Vesting Day, the Trustee may make an interim Distribution of the Capital of the Trust Fund to the Unitholders.
- 12.2 On the Vesting Day:

- (a) subject to the balance of this clause, the Trustee must, as soon as practical, sell and convert into money the Property of the Trust Fund, and divide the proceeds, less all costs, disbursements, commissions, brokerage fees and other outgoings, and any provision for liabilities it determines as appropriate, among the Unitholders in proportion to their Proportionate Interest, so each Unitholder receives their respective Unit Value;
- (b) the Unitholders must provide the relevant Unit certificates (if applicable) to the Trustee for cancellation; and
- (c) the Trustee may, at the request of a Unitholder, transfer to the Unitholder assets of the Trust Fund as in specie distribution in satisfaction (or part satisfaction) of that Unitholder's entitlement, in lieu of converting the Property of the Trust Fund into money.

### **13 TRUSTEE DECISIONS**

- 13.1 Every decision of the Trustee must be recorded by a Resolution.

### **14 POWERS OF TRUSTEE**

- 14.1 In addition to all powers at law, the Trustee has the powers listed at Schedule 1.

### **15 CONFLICTS OF INTEREST**

- 15.1 The Trustee may:

- (a) contract with, or sell or grant options to buy any part of the Trust Fund to;
- (b) purchase Property from;
- (c) borrow money from; or
- (d) enter into any share farming or agistment agreement, lease, tenancy or partnership with,

the Trustee in its own or any other capacity, either alone or in conjunction with any other persons or any of:

- (e) any company or partnership, even if the Trustee, or any shareholder or director of the Trustee, is a shareholder, director, member or partner of that company or partnership; or
- (f) a Spouse or Child of the Trustee.

- 15.2 The Trustee may exercise (or concur in exercising) all of the powers and discretions contained in this document or otherwise conferred by law, even if:

- (a) the Trustee, or any director or shareholder of a Trustee that is a company:
  - (i) has or may have any direct or personal interest in the mode or result of exercising that power or discretion; or
  - (ii) may benefit either directly or indirectly as a result of the exercise of that power or discretion;
  - (iii) is a party in its personal capacity to the transaction being contemplated; or
- (b) the Trustee is the sole trustee.

- 15.3 The Trustee may sell, transfer, dispose, divide in specie, hire or lease any part of the Trust Fund to carry on or carry out any profit making undertaking or scheme in partnership with:
- (a) the Trustee in any capacity (including its personal capacity, or in its capacity as trustee of another trust fund);
  - (b) any company or partnership, even if the Trustee, or any shareholder or director of the Trustee, is a shareholder, director, member or partner of that company or partnership; or
  - (c) a Spouse or Child of the Trustee.
- 15.4 Any Trustee may act as an officer or employee of any company, any shares or debentures of which form part of the Trust Fund and may retain for themselves any remuneration which they may receive as an officer or employee of such a company, even if:
- (a) any votes or other rights attached to those shares or debentures may have been instrumental (whether alone or in conjunction with other matters or by reason of their non-exercise) in procuring or continuing in the position as an officer or employee; or
  - (b) their qualification for that position may be constituted partly or wholly by the holding of those shares or debentures.
- 15.5 Any Trustee who is a director of a company, the shares or debentures of which form part of the Trust Fund, may:
- (a) exercise the voting power as a director in any manner; or
  - (b) refrain from exercising that voting power,
- without being in any way liable to any Unitholder in that respect.

## **16 PROFESSIONAL CHARGING**

- 16.1 If any person acting as a Trustee is a trustee company, lawyer, financial adviser or accountant, that person (or any firm of which they are a member) may charge all usual and reasonable professional fees for professional work done in the administration of the Trust, regardless of whether the work performed is within the normal scope of the profession of which the Trustee is a member.
- 16.2 Any Trustee may charge such commission as is reasonable, with reference to that chargeable by a trustee company under the legislation regulating trustee companies in the jurisdiction where the situs of the Trust Fund is, as if a trustee company subject to the relevant legislation were the Trustee.

## **17 MANNER OF ACTING**

- 17.1 The Trustee (and any delegate of a Trustee) must act jointly (if at any time there is more than one), other than in exercising the powers given under clause 23.
- 17.2 A Trustee may:
- (a) delegate the exercise of all or any powers or discretionary authorities conferred on the Trustee; and
  - (b) sign any power of attorney, appointment of agent, nomination of nominee or bare trustee or other document necessary to give effect to a delegation.

- 17.3 Where anything is to be done by deed, it may be done by stating that the power contained in this clause is being exercised.
- 17.4 Any delegation under this clause:
- (a) must be made in writing;
  - (b) may be made solely by one Trustee (regardless of whether there is more than one Trustee), or jointly by some or all of the Trustees, and is an effective delegation for each Trustee making the delegation; and
  - (c) is effective regardless of whether any Trustee making the delegation is out of the State of situs of the Trust at any time.
- 17.5 Any Trustee who is a natural person may appoint any person to be an alternative Trustee in their place, with the appointment effective whenever the Trustee is absent from the place where the Trust Fund is being administered.
- 17.6 No mortgage, charge or other security given or created by the Trustee in respect of the Trust Fund or any part of it is invalid by reason of:
- (a) any error or omission (whether of law or fact) on the part of the Trustee; or
  - (b) by reason of any breach of duty or trust whatsoever,
- unless it can be proved to have been committed, made or omitted in deliberate bad faith by the Trustee. All persons claiming any beneficial interest in, over or to the Trust Fund are deemed to have had notice of the provisions of this clause.
- 17.7 No person dealing with the Trustee is required to enquire as to:
- (a) the adequacy of the powers of the Trustee in relation to that dealing;
  - (b) the proper exercise by the Trustee of any of the powers, authorities and discretions vested in the Trustee by the provisions of this document; or
  - (c) the propriety or regularity of any transaction affecting the Trust Fund.
- 17.8 In the absence of fraud on the part of any person dealing with the Trustee, that dealing will be deemed (so far as the security and protection of that person is concerned) to be within the powers of the Trustee and to be valid and effectual and the receipt of the Trustee discharges them from all liability.

## **18 RELEASE AND INDEMNITY**

- 18.1 A Trustee is not liable:
- (a) for the consequences of any act, omission, error or forgetfulness whether of law or fact on the part of the Trustee or their legal or other advisers; or
  - (b) generally for any breach of duty or trust,
- unless it is proved to have been committed, given or omitted in bad faith, recklessly or grossly negligently by that Trustee.
- 18.2 Any person claiming a beneficial interest in the Property of the Trust is deemed to have notice of and be subject to the protection of the Trustee under this clause.
- 18.3 The Trustee is indemnified out of the Trust Fund against liabilities incurred by it:
- (a) in the execution, or attempted execution, of this document;

(b) because of the failure to exercise any of the trusts, authorities, powers or discretions of this document; or

(c) by virtue of being the Trustee,

unless the loss or liability is proved to be caused by any act or omission or fraud or in bad faith, or the wilful misconduct, recklessness or gross negligence of the Trustee.

## **19 RECORD KEEPING AND DISCLOSURE OBLIGATIONS**

19.1 The Trustee must:

(a) keep complete and accurate records of all receipts and expenditures of the Trust Fund; and

(b) as soon as commercially practical after the end of each Financial Year, prepare a written accounting report of the Trust Fund, for that Financial Year, consisting of a:

(i) balance sheet;

(ii) statement of income and expenditure; and

(iii) list of the Property of the Trust Fund held at the end of the relevant Financial Year.

19.2 The Trustee is not required to disclose any reasons or deliberations for any decision made or not made under this document.

19.3 Any material recording any determination as to an exercise of discretion or obtained for the purpose of making a determination may be treated by the Trustee as privileged.

19.4 Where a Unitholder has requested the Trustee make disclosure under this document, the disclosure required is restricted to:

(a) the calculation of that Unitholder's entitlement; and

(b) confirmation of the Distribution or investment for that Unitholder,

or as otherwise required by law, and the Unitholder requesting the disclosure must pay the Trustee's reasonable costs of responding to any request (including any costs of seeking advice).

## **20 UNITHOLDER MEETINGS**

20.1 Meetings of Unitholders can be convened by:

(a) the Trustee; or

(b) an Ordinary Resolution.

20.2 The Unitholders may meet either in person or by any technology consented to by Unanimous Resolution subject to the right of a Unitholder to withdraw consent by notice to the Trustee at least one Business Day before a meeting.

20.3 Any notice of a meeting must be given as set out this document and must specify:

(a) the date, place and time of meeting;

(b) the general nature of the business to be transacted at the meeting;

- (c) any matters required to be specified by the Corporations Act; and
  - (d) if the meeting is to be held at two or more places, details of the technology that will be used.
- 20.4 The Chairman of each meeting is appointed by an Ordinary Resolution present at the meeting.
- 20.5 Voting at each meeting is conducted on the basis that each Unitholder has one vote for every Unit held.

## **21 VARIATIONS**

- 21.1 Subject to this clause, the Trustee by Resolution and with the approval by Unanimous Resolution may at any time before the Vesting Day alter, amend, vary or absolutely revoke or resettle all or any of the trusts, powers and provisions set out in this document, including any schedules.
- 21.2 Any attempted exercise of the power under this clause is ineffective to the extent that it would otherwise result in the:
  - (a) value of Units being determined other than by dividing the Trust Fund Value by the total number of Units on issue at the relevant date;
  - (b) Trust Fund Value being determined other than by reference to the net asset value of the Trust in accordance with relevant Australian accounting principles (if any), with advice from competent valuers or accountants (as applicable);
  - (c) issue of any Unit at a price other than the Unit Value of the Unit;
  - (d) redemption of any Unit for a redemption amount other than the Unit Value of the Unit;
  - (e) Unitholders ceasing to have a vested and indefeasible interest in the Trust Fund; or
  - (f) amendment to this clause.
- 21.3 The Trustee may at any time renounce or release the power of alteration, variation, revocation or resettlement in this clause, either in respect of the whole or any part of the Trust Fund.
- 21.4 Following any renunciation or release under this clause, that power of alteration, variation, revocation and resettlement is deemed to be at an end and is no longer exercisable by the Trustee to the extent of the renunciation or release.

## **22 REMOVAL OF TRUSTEE**

- 22.1 The Unitholders may at any time by Ordinary Resolution:
  - (a) appoint any other person (including a company) to be a trustee of the Trust with, or in replacement of, the present Trustee; and
  - (b) retire the Trustee of the Trust.
- 22.2 In exercising the powers under this clause any appointment must satisfy the Subsequent Trustee Criteria.



## **23 RETIREMENT OF TRUSTEE**

23.1 Each Trustee may:

- (a) retire as a Trustee at any time;
- (b) appoint a successor or successors at any time, whether in addition to or substitution for themselves;
- (c) specify that a successor's appointment is effective:
  - (i) immediately;
  - (ii) upon the Trustee's retirement; or
  - (iii) upon any Event of Disqualification happening to the Trustee or another nominated successor; and
- (d) where any appointment of a successor has not yet become effective, revoke that appointment.

23.2 A Trustee who wishes to retire or to appoint a successor under this clause may do so by Resolution or (if the Trustee is a natural person) by will.

23.3 The retirement and appointment of a Trustee is effective as at and from the date of the written notice, unless otherwise set out in the notice.

23.4 Each Trustee may exercise the power in this clause severally, so that each Trustee may independently appoint their successor but not the successor of another Trustee.

23.5 The Trustee must ensure that the Subsequent Trustee Criteria is satisfied.

## **24 OFFICE OF THE TRUSTEE**

24.1 The powers of the Trustee cease on an Event of Disqualification happening to the Trustee.

24.2 Subject to this document and the legislation regulating trusts in the jurisdiction where the situs of the Trust Fund is, if all of the Trustees have ceased to act before the Vesting Day, then the new Trustee is to be appointed by an Ordinary Resolution.

24.3 Apart from the circumstances set out in this clause, the powers of the Trustee are personal to the persons nominated and cannot be exercised by any other person, entity or court.

24.4 On retirement or removal of a Trustee, the Trustee must:

- (a) hand over the books, accounts, documents and Property of the Trust to the new trustee;
- (b) do everything necessary to vest the assets of the Trust in the new trustee;
- (c) do everything reasonably required by the new trustee to hand over to the new trustee possession and control of any assets registered with third parties; and
- (d) do all other things reasonably required by the new trustee to inform the new trustee of the arrangements of the Trust.

## **25 LIMIT OF LIABILITY OF UNITHOLDERS**

- 25.1 Notwithstanding any other provision of this document, no Unitholder is under any obligation to indemnify the Trustee or any creditor of the Trustee for any of the liabilities of the Trustee in relation to or arising in connection with the Trust Fund and any alleged right of indemnity (whether by way of subrogation or otherwise) is expressly excluded.
- 25.2 Any liability attaching to a Unitholder is limited to the issue price of its Units.

## **26 RELATIONSHIP**

- 26.1 No relationship of principal, agency or partnership exists between the Unitholders and each other Unitholder or the Trustee.

## **27 GOVERNING JURISDICTION**

- 27.1 This document is governed by and is to be construed in accordance with the laws of New South Wales.
- 27.2 The situs of the Trust Fund is deemed to be New South Wales. However the Trustee may at any time determine by Resolution that this settlement takes effect and that the administration of the Trust Fund is to be in accordance with the laws of the state, territory or country in which the Trustee is domiciled, resident or has a place of business.

## **28 INTERPRETATION**

- 28.1 In this document:
- (a) singular words include the plural, and vice versa;
  - (b) each word suggesting a gender includes all other genders, including neutral gender;
  - (c) a reference to a person includes natural persons, firms, companies and any form of a corporation, trustee, trust, partnership, associations, unincorporated body, government and local authority or agency, or any other entity whether or not it comprises a separate legal entity;
  - (d) a reference to a clause, schedule or annexure are references to this document and references to this document include every clause, the matters set out in the Overview and any schedules or annexures;
  - (e) if any person signs this document on behalf of a party pursuant to a power of attorney, they confirm that there is nothing that impacts on their authority to do so;
  - (f) a reference to a document or agreement (including a reference to this document) means that entire document or agreement (including all schedules or annexures) as amended, supplemented, novated, varied or replaced;
  - (g) a reference to a person includes that person's estate successors, legal personal representatives, executors, administrators, permitted substitutes and permitted assigns;
  - (h) where any word or phrase is defined in this document, its other grammatical forms have a corresponding meaning;

- (i) a reference to this document includes the agreement recorded by this document;
- (j) headings and any table of contents are not to be taken into account in the construction of this document;
- (k) a reference to legislation or to a modified, rewritten, consolidated provision or section of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (l) the applicable time zone for any action required under this document is the one applying in the situs of the person responsible for performing the action;
- (m) a reference to writing includes printing, typing, copying, facsimile, and any other method of representing words, symbols, figures or drawings in a visible and tangible manner or electronically;
- (n) if any part of this document is illegal or unenforceable it can be severed, with the remaining clauses (or parts of the clause) remaining in force;
- (o) if any part of this document is illegal or unenforceable in any jurisdiction, it can be severed in the relevant jurisdiction, with the remaining clauses (or parts of the clause) remaining in force;
- (p) unless this document provides for a notice or communication to be given orally, any notice or other communication must be in writing and signed by the person giving the notice and be addressed to the address of the person to whom it is to be given;
- (q) a reference to 'month' means a calendar month;
- (r) if any provision of this document is ambiguous, it is to be interpreted broadly to widen and not restrict the provisions;
- (s) where an expression is defined anywhere in this document, it has the same meaning throughout; and
- (t) a reference to 'dollars' or '\$' is to an amount in Australian currency.

### **Notices**

#### **28.2 A notice or other communication is deemed to be received:**

- (a) in the case of a posted letter, on the second Business Day after posting where sent by Australia Post's 'express post' service and if not, then on the seventh Business Day after posting;
- (b) in the case of delivery by generally recognised overnight courier, on the next Business Day after dispatch with that courier;
- (c) in the case of personal delivery, on the date of delivery;
- (d) in the case of facsimile transmission, at the time recorded on the transmission report from the machine from which the facsimile was sent; and

- (e) in the case of transmission by email, on the day of transmission if there is confirmation that the transmission was completed before 5.00pm on a Business Day, and alternatively, on the next Business Day. Email service is effective only if there is confirmation that it was sent in full and without error and the message is not rejected or undeliverable as evidenced by a message to that effect received by the sender.

***Counterparts***

- 28.3 This document may be signed in any number of counterparts and all counterparts together make one document.

## **SCHEDULE 1 - POWERS OF TRUSTEE**

A The Trustee may:

### ***Generally deal with Trust Fund***

- (1) sell, call in, convert into money, grant options or rights to purchase, mortgage, charge, sub-charge, grant security interests in, carry on business, or otherwise deal with, dispose of or transfer any item or asset comprising the whole or part of the Trust Fund or otherwise held by the Trustee under the terms of the Trust:
  - (a) for such consideration; and
  - (b) on such terms as in its discretion it may think fit as if it were the absolute and beneficial owner of the Trust Fund;

### ***Discretion***

- (2) allow all or any part of the Capital of the Trust Fund to be invested as authorised by this document;
- (3) invest or reinvest in any form of investment:
  - (a) authorised by law or not;
  - (b) with or without disclosing the Trust; and
  - (c) whether alone, jointly or in partnership with others including with the Trustee acting in any capacity;
- (4) postpone the sale, calling in, realisation or conversion for any period, even if the asset is wasting, speculative or reversionary in nature;
- (5) vary or transpose investments;

### ***Forms of investment***

- (6) invest in any manner the Trustee determines, for example:
  - (a) Property;
  - (b) syndicates of any kind;
  - (c) Derivative Transactions;
  - (d) Master Agreements;
  - (e) crowd sourced funding;
  - (f) bank accounts and investments;
  - (g) debentures and unsecured notes;
  - (h) insurance bonds;
  - (i) shares, units and convertible notes;
  - (j) franchises;
  - (k) government securities; or
  - (l) common fund investments;

***Power to lend***

- (7) lend moneys forming part of the Trust Fund, or give credit to any person or company (including any company any Unitholder may own shares in or is a director of) on such terms as the Trustee may decide:
  - (a) at call or for a period of time;
  - (b) at a rate of interest or at no interest; and
  - (c) with the taking of security in any form or without security;

***Power to borrow and to provide security***

- (8) raise or borrow moneys either alone or jointly with another or others, from any person including a firm or company, either bearing or free of interest and on terms and for purposes as the Trustee may decide;
- (9) secure the repayment of any moneys or other indebtedness by mortgage, charge or other security or encumbrance over the whole or part of the Trust Fund as the Trustee may decide;

***Property***

- (10) hold, use or buy;
- (11) construct, demolish, maintain, repair, renovate, reconstruct, erect, develop or improve;
- (12) sell, transfer or convey (including by auction, contract, tender or option);
- (13) manage, hire, surrender, let, licence or lease on any terms all or any part of the Property (including, for example, for a period of more than 21 years);
- (14) receive livestock on agistment;
- (15) buy stock, plant, equipment and fittings;
- (16) make allowances to and arrangements with tenants, including where a tenant is a Unitholder;
- (17) take on lease or exchange;
- (18) take or grant options or rights in, including easements or any other right;
- (19) exchange for other Property, either with or without consideration;
- (20) alienate, mortgage, charge or pledge;
- (21) allow any Unitholder to occupy, utilise or have custody on whatever terms the Trustee determines, including free of any charge or only requiring reimbursement of expenses;
- (22) reconvey, release or discharge, or otherwise deal with any Property;
- (23) apply for, buy or otherwise acquire any patents, patent rights, copyrights, designs, trademarks, formulas, licences, concessions and anything else conferring exclusive, non-exclusive or limited rights to use any secret or other information about any invention:
  - (a) which may be capable of being used for any of the purposes of the Trust Fund; or

- (b) the acquisition of which may benefit the Trust Fund;
- (24) use, exercise, develop or grant licences in respect of or otherwise turn to account any Property rights or information acquired;
- (25) co-own with any other person, to any degree and on any terms, any Property;

***Commercial bills***

- (26) draw, endorse, accept, guarantee or be a party in any way to a commercial bill or other bill of exchange, promissory note, letter of credit, hypothecation or other facility involving the raising, borrowing or lending of moneys by or to the Trustee;

***Open bank accounts***

- (27) open any account with any bank or other financial institution for any of the purposes and deposit money in, withdraw money from and operate the account;
- (28) authorise other persons to operate an account or sign any of the instruments set out above;

***Attorney***

- (29) appoint any person as the representative or attorney of the Trustee for the purpose of executing any document which the Trustee is permitted or authorised to execute by this document or by law and to revoke any appointment;

***Record and value assets***

- (30) record as an asset in the books of the Trust any identifiable Property, interest, right or benefit relating to the Trust Fund, regardless of whether it would be recognised as an asset at law or under any relevant accounting standards.
- (31) allocate a value to any identifiable Property, interest, right or benefit recorded as an asset in the books of the Trust;

***Delegate***

- (32) authorise any person to act as its agent, attorney or delegate to hold any investment being part of the Trust Fund as custodian and to perform any act or exercise any discretion within the Trustee's power including the power to appoint in turn its own agent, attorney or delegate. The appointment may be in respect of more than one delegate or severally and may include provisions to protect those dealing with the agent, attorney or delegate;

### ***Guarantees and indemnities***

- (33) guarantee, indemnify, secure by way of mortgage, charge or otherwise over the whole or part of the Trust Fund or undertake in any way the payment or repayment of money or debts (including any interest whether existing or to accrue) previously or then lent or to be advanced or any existing or future duties, undertakings, liabilities or obligations incurred or which may at any future time be incurred by any person whether a Unitholder or not and to guarantee, indemnify or secure, with or without security, the due performance of any contract, agreement, covenant or obligation of any person whether a Unitholder or not, either with or without security and either alone, jointly, severally or jointly and severally;

### ***Agree and settle accounts***

- (34) agree and settle accounts with all persons (including the Trustee) liable to account with the Trustee about the Trust Fund;
- (35) sign effectual receipts, releases and discharges;

### ***Insurance***

- (36) buy or acquire (with or without any options, rights, benefits, conditions or provisions):
- (a) any reversionary, deferred proprietary or other rights; or
  - (b) any life, life endowment, sinking fund, term or other policy of insurance or assurance of any nature;
- (37) pay any amount payable, for premiums or otherwise:
- (a) to effect or maintain any policy of insurance or assurance (whether or not owned by the Trustee); or
  - (b) for the exercise or enjoyment of any option, right or benefit under any policy,
- and the surrender of any policy for all purposes may be deemed by the Trustee to be a sale of the policy;
- (38) if it is necessary to make any claim under a policy, do all things and sign all documents for the perfection or enforcement of any rights arising from or in connection with any policy;

### ***To mix funds***

- (39) mix the Trust Fund including its income and any other moneys held from time to time by the Trustee pursuant to these trusts with other moneys held by the Trustee pursuant to any provision of this document or under any other trust and:
- (a) to invest the moneys so mixed in any investment, Property, interest, arrangement or business or in any other mode or manner in which the Trustee may by law or by this document be empowered to invest the Trust Fund;
  - (b) to exercise all powers, authorities and discretions with respect to the mixed fund which the Trustee is by this document or by law authorised to exercise with respect to the Trust Fund; and



- (c) to make arrangements with respect to the moneys and their investment with any other person as the Trustee would be authorised or empowered by law or by this document to make or enter into;

***Lease or hire***

- (40) take on lease, hire purchase, or in exchange, and enter into leasing agreements and hire purchase agreements in relation to, using money of the Trust Fund or any Property as it determines;
- (41) sign a surrender of lease of any Property with or without consideration;

***Share acquisition***

- (42) enter into any contract, agreement or arrangement for the subscription, allotment, issue, purchase or acquisition of shares or other securities of any company or trust registered anywhere in the world;
- (43) agree to or concur in any amendment or variation to the constitution or any scheme of arrangement of any company or trust;

***Conflicts of interest***

- (44) exercise or concur in exercising all powers and discretions given under this document or by law notwithstanding that:
  - (a) it, or any person being a director or shareholder of the Trustee has or may have a direct or indirect interest in the mode or result of exercising the power or discretion or may benefit either directly or indirectly as a result of the exercise of the power or discretion; and
  - (b) the Trustee for the time being is the sole trustee;

***Decide action***

- (45) decide or refer to an appropriate court, tribunal, arbitrator or mediator any action, proceeding, dispute, claim or demand;
- (46) settle all claims or accounts relating to the Trust Fund;
- (47) sign releases and do all things determined as appropriate;

***Carry on business***

- (48) carry on any business, either alone or in partnership, with the same powers as if the business belonged to the Trustee absolutely;
- (49) enter into, vary or terminate any partnership or profit sharing or other similar arrangement with any Trustee in their own capacity or any other capacity, and with or without any other person;
- (50) operate any bank account opened by or on behalf of any business in which the Trustee is concerned or interested;

***Establish and support a related entity***

- (51) establish and support out of the Trust Fund any company, association, institution or other fund (including a superannuation fund) designed in any way to benefit:
  - (a) any Unitholder; or

- (b) the employees or ex-employees of any company, partnership, association or syndicate in which the Trust Fund may have invested;
- (52) grant pensions and allowances;

***Power to appropriate trust fund in specie***

- (53) appropriate in specie any portion of the Trust Fund, or any investment to or towards the share or entitlement of a Unitholder and to charge the share or entitlement with a sum of money by way of equality as the Trustee may think fit and for these purposes the Trustee may fix the value of any Property forming part of the Trust Fund and the appropriation, charge and valuation will be binding on all persons who may at any time be entitled to any interest in the Trust Fund;

***Pay expenses***

- (54) pay out of the Capital of the Trust Fund or the Income of the Trust Fund all costs, charges and expenses incidental to the:
  - (a) management of the Trust Fund;
  - (b) exercise of any power, authority or discretion; or
  - (c) carrying out or performing the role of Trustee of the Trust,which the Trustee incurs in any part of the world, including without limitation all:
  - (d) taxes in respect of the Trust Fund;
  - (e) liabilities incurred in carrying on any business or owning any Property;
  - (f) costs in any way connected with the Trust Fund; and
  - (g) amounts by way of penalty, settlement, probate, estate gift, stamp or revenue duty;

***Employ***

- (55) employ any person (including any Unitholder or the Trustee) in connection with any activities of the Trustee or in connection with anything required to be done under this document;
- (56) determine the remuneration to be allowed and paid in respect of any employee;
- (57) create or arrange any scheme of superannuation or similar arrangements for the benefit of any employee;
- (58) act personally and charge and be paid from the Trust Fund a reasonable remuneration;
- (59) instead of acting personally, employ at the expense of the Trust Fund any agents, managers, advisers and accountants (including any Unitholder);

***Trustee's power to deal with itself***

- (60) notwithstanding any rule of law to the contrary, to acquire for the Trust Fund any Property the beneficial interest in which is at the date of acquisition the absolute property of the Trustee in its own right or as trustee of another fund provided that any Property so acquired is acquired for a consideration being not greater than the current market value of the Property and upon acquisition the beneficial interest in the Property will be held by the Trustee upon the trusts contained in this document;

***Protection***

- (61) take any action for the adequate protection of the Trust Fund;
- (62) take and act upon the opinion of any lawyer practising in any jurisdiction where the Trust Fund or any part of it is invested:
- (a) about the status or the administration of the Trust; and
  - (b) without being liable to any person for any act done by the Trustee consistent with that opinion (although nothing in this clause prevents the Trustee or any Unitholder from applying to any court);
- (63) do all other things incidental to the exercise of the powers and authorities conferred on the Trustee;

***Hold Property for any other trust***

- (64) cease to hold any part of the Trust Fund on the terms of this document;
- (65) start to hold that part of the Trust Fund on any other trust which is on the same terms as the Trust;

***Elections***

- (66) access any concessions, exemptions, roll-overs or other relief that may be available in relation to any duty, costs or tax payable in respect of the Trust Fund, including by making any elections or choices available under the Act. For clarity, this includes making (without limitation) any elections or choices involving family trust elections, interposed entity elections and capital gains tax roll-over choices or elections;

***Release of powers***

- (67) by revocable or irrevocable deed renounce and release any power conferred on the Trustee under the Trust in respect of the whole or part of the Trust Fund or the income and upon the renunciation and release coming into effect, the power is to be taken to be at an end and no longer exercisable by the Trustee to the extent of the renunciation and release;

***Merger***

- (68) concur in the merger or takeover of any company or trust in which shares or other securities forming part of the Trust Fund are held;
- (69) to exercise any rights attaching to shares or units in any company or trust held by the Trustee;
- (70) otherwise consent to or take part in any corporate action;

***Nominee***

- (71) allow any asset of the Trust Fund to be held or registered in the name of any nominee or agent;
- (72) deposit securities over or titles in the Property of the Trust Fund with any bank or other lender or guarantor;

***Directorships***

- (73) become a director of any company in which any moneys forming part of the Trust Fund are from time to time invested and receive the remuneration attached to the office without being liable to account;

***Accept gifts***

- (74) accept, from any person, including via will, or from the trustee of another trust (and from the Trustee itself acting in its personal capacity or in its capacity as the trustee of any other trust) any gift, transfer or disposition of any Property to be part of the Trust Fund.

## SCHEDULE 2 - UNITHOLDERS AT ESTABLISHMENT OF THE TRUST

<i><b>Certificate #</b></i>	<i><b>Name of Unitholder</b></i>	<i><b>Number of Units</b></i>	<i><b>Amount Paid</b></i>
1	MLP NO 2 PTY LIMITED - ACN 148 958 561 of 24 Alma Road, NEW LAMBTON, NSW 2305 as trustee for Pultar Family Superannuation Fund	160000	160000.00
2	WALMAR SUPER PTY LTD - ACN 608 168 038 of 403/23 Ravenshaw Street, NEWCASTLE WEST, NSW 2302 as trustee for Walmar Superannuation Fund	160000	160000.00
3	RODAN INITIATIVES PTY LTD - ACN 609 909 346 of 59 Dudley Road,, CHARLESTON, NSW 2290 as trustee for Rodan Superannuation Fund	160000	160000.00
4	AMPED ELECTRICAL NEWCASTLE PTY LTD - ACN 110 860 752 of 22 Paddock Close, ELERMORE VALE, NSW 2287 as trustee for McLennan Investment Trust	160000	160000.00
5	MARTO FAMILY PTY LTD - ACN 622 773 068 of 4/16 Christo Road, GEORGETOWN, NSW 2298 as trustee for Martin Family Superannuation Fund	160000	160000.00
6	READAV PTY LTD - ACN 158 367 072 of Unit 8 Level 1 20-22 Smith Street, CHARLESTOWN, NSW 2290 as trustee for Bock Superannuation Fund	160000	160000.00

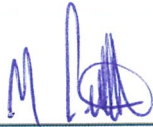
## EXECUTION

Dated: 1<sup>st</sup> DECEMBER 2017

Executed as a deed

### The Initial Trustee

Signed, Sealed and Delivered by THE GOOD OLD BOYS (NEWCASTLE NO 2) PTY LTD - ACN 622 743 659 by:



**Michael Pultar**  
Director



**Danny Vujic**  
Director

**SIGN HERE**

### The Unitholder

Signed, Sealed and Delivered by MLP NO 2 PTY LIMITED - ACN 148 958 561 as trustee for Pultar Family Superannuation Fund by:



**Michael Pultar**  
Director

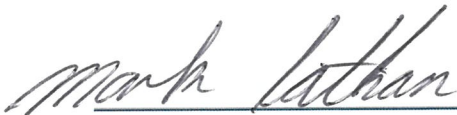


**Linda Pultar**  
Director

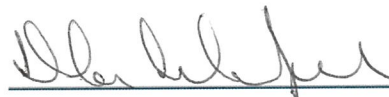
**SIGN HERE**

### The Unitholder

Signed, Sealed and Delivered by WALMAR SUPER PTY LTD - ACN 608 168 038 as trustee for Walmar Superannuation Fund by:



**Mark Lathan**  
Director



**Helen Walpole**  
Director

**SIGN HERE**

### **The Unitholder**

---

Signed, Sealed and Delivered by RODAN INITIATIVES PTY LTD - ACN 609 909 346 as trustee for Rodan Superannuation Fund by:

---

**Danny Vujic**  
Director

---

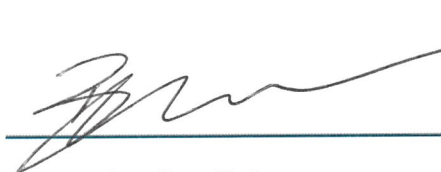
**Roseanne Vujic**  
Director

**SIGN HERE**

### **The Unitholder**

---

Signed, Sealed and Delivered by AMPED ELECTRICAL NEWCASTLE PTY LTD - ACN 110 860 752 as trustee for McLennan Investment Trust by:

---

**Bradley McLennan**  
Sole Director / Secretary

**SIGN HERE**

### **The Unitholder**

---

Signed, Sealed and Delivered by MARTO FAMILY PTY LTD - ACN 622 773 068 as trustee for Martin Family Superannuation Fund by:

---

**Christopher Martin**  
Director

---

**Alison Martin**  
Director

**SIGN HERE**

## **The Unitholder**


---

Signed, Sealed and Delivered by READAV PTY LTD - ACN 158 367 072 as trustee for Bock Superannuation Fund by:

---

**David Bock**  
Director

---

**Reagan Bock**  
Director

**SIGN HERE**





## **YILEEN 24 UNIT TRUST**

ABN 28 604 692 372

Financial Statements  
For the year ended 30 June 2020

Phone: 1300 365 125  
Email: [info@wscgroup.com.au](mailto:info@wscgroup.com.au)  
Website: [www.wscgroup.com.au](http://www.wscgroup.com.au)

**YILEEN 24 UNIT TRUST**  
**ABN 28 604 692 372**

**Contents**

Detailed Profit and Loss Statement

Detailed Balance Sheet

Beneficiaries Profit Distribution Summary

Notes to the Financial Statements

Trustee's Declaration

Compilation Report

**YILEEN 24 UNIT TRUST**  
**ABN 28 604 692 372**  
**Detailed Profit and Loss Statement**  
**For the year ended 30 June 2020**

	2020	2019
	\$	\$
<hr/>		
<b>Expenses</b>		
Accountancy	1,400	1,130
Amortisation expense	444	444
Bank fees & charges	4	154
Filing fees	534	263
Interest deductions	4	
Management fees	3,184	
Rates & land taxes	10,375	9,708
Total expenses	<hr/> 15,945	<hr/> 11,699
<b>Net Profit (Loss) from Ordinary Activities before income tax</b>	<hr/> <b>(15,945)</b> <hr/>	<hr/> <b>(11,699)</b> <hr/>

---

**These financial statements are unaudited. They must be read in conjunction with the attached Accountant's Compilation Report and Notes which form part of these financial statements.**

**YILEEN 24 UNIT TRUST**  
**ABN 28 604 692 372**  
**Detailed Balance Sheet as at 30 June 2020**

	Note	2020 \$	2019 \$
<b>Current Assets</b>			
<b>Cash Assets</b>			
Cash at bank		394,433	405,788
		394,433	405,788
<b>Receivables</b>			
June BAS Refund		770	8,343
		770	8,343
<b>Total Current Assets</b>		<b>395,203</b>	<b>414,131</b>
<b>Non-Current Assets</b>			
<b>Property, Plant and Equipment</b>			
Freehold land - At cost		915,999	915,999
Buildings - At cost		99,298	95,851
		1,015,297	1,011,849
<b>Other</b>			
Preliminary expenses		1,332	1,776
		1,332	1,776
<b>Total Non-Current Assets</b>		<b>1,016,629</b>	<b>1,013,625</b>
<b>Total Assets</b>		<b>1,411,832</b>	<b>1,427,756</b>
<b>Current Liabilities</b>			
<b>Current Tax Liabilities</b>			
GST clearing		21	
		21	
<b>Total Current Liabilities</b>		<b>21</b>	
<b>Total Liabilities</b>		<b>21</b>	

These financial statements are unaudited. They must be read in conjunction with the attached Accountant's  
 Compilation Report and Notes which form part of these financial statements.

**YILEEN 24 UNIT TRUST**  
**ABN 28 604 692 372**  
**Detailed Balance Sheet as at 30 June 2020**

	Note	2020 \$	2019 \$
<hr/>			
Net Assets		<u>1,411,811</u>	<u>1,427,756</u>
 <b>Equity</b>			
Subscribed units		1,440,000	1,440,000
Accumulated Losses		<u>(28,189)</u>	<u>(12,244)</u>
Total Equity		<u>1,411,811</u>	<u>1,427,756</u>

---

**These financial statements are unaudited. They must be read in conjunction with the attached Accountant's Compilation Report and Notes which form part of these financial statements.**

**YILEEN 24 UNIT TRUST**  
**ABN 28 604 692 372**  
**Beneficiaries Profit Distribution Summary**  
**For the year ended 30 June 2020**

	2020 \$	2019 \$
<b>Beneficiaries Share of Profit</b>		
Undistributed income (loss)	(28,189)	(12,244)
Total Profit (Loss)	(28,189)	(12,244)

---

These financial statements are unaudited. They must be read in conjunction with the attached Accountant's  
Compilation Report and Notes which form part of these financial statements.

**YILEEN 24 UNIT TRUST**  
**ABN 28 604 692 372**  
**Beneficiaries Profit Distribution Summary**  
**For the year ended 30 June 2020**

	2020	2019
	\$	\$
<hr/>		
Total Beneficiary Funds	=====	=====

---

**These financial statements are unaudited. They must be read in conjunction with the attached Accountant's  
Compilation Report and Notes which form part of these financial statements.**

**YILEEN 24 UNIT TRUST**  
**ABN 28 604 692 372**  
**Notes to the Financial Statements**  
**For the year ended 30 June 2020**

---

## **Note 1: Summary of Significant Accounting Policies**

### **Basis of Preparation**

The directors of the trustee company have prepared the financial statements of the trust on the basis that the trust is a non-reporting entity because there are no users dependent on general purpose financial statements. The financial statements are therefore special purpose financial statements that have been prepared in order to meet the requirements of the trust deed, the information needs of the beneficiaries and for the basis of preparation of the income tax return.

The financial statements have been prepared in accordance with the significant accounting policies disclosed below, which the directors of the trustee company have determined are appropriate to meet the purposes of preparation. Such accounting policies are consistent with the previous period unless stated otherwise.

The financial statements have been prepared on an accrual basis and are based on historical costs unless otherwise stated in the notes. The accounting policies that have been adopted in the preparation of the statements are as follows:

#### **(a) Property, Plant and Equipment (PPE)**

Property, plant and equipment are carried at cost or at independent of directors' valuation. All assets, excluding freehold land and buildings are depreciated over the useful lives of the assets to the trust. Increases in the carrying amount arising on revaluation of land and buildings are credited to a revaluation reserve in shareholders' equity. Decreases that offset previous increases of the same asset are charged against fair value reserves directly in equity; all other decreases are charged to the income statement. Each year the difference between depreciation based on the revalued carrying amount of the assets charged to the income statement and depreciation based on the asset's original cost is transferred from the revaluation reserve to retained earnings.

The carrying amount of plant and equipment is reviewed annually by directors to ensure it is not in excess of the recoverable amount from these assets. The recoverable amount is assessed on the basis of the expected net cash flows that will be received from the asset's employment and subsequent disposal. The expected net cash flows have not been discounted in determining recoverable amounts.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the company and the cost of the item can be measured reliably. All other repairs and maintenance are recognised as expenses in profit or loss during the financial period in which they are incurred.

#### **(b) Trade and Other Receivables**

Trade and other receivables include amounts due from customers for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets.

Trade and other receivables are recognised at the nominal transaction value without taking into account the time value of money.

#### **(c) Cash and Cash Equivalents**

Cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term highly liquid investments with original maturities of three months or less, and bank overdrafts. Bank overdrafts are shown within borrowings in current liabilities on the balance sheet.



**YILEEN 24 UNIT TRUST**  
**ABN 28 604 692 372**  
**Notes to the Financial Statements**  
**For the year ended 30 June 2020**

---

**(d) Goods and Services Tax (GST)**

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). In these circumstances, the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense. Receivables and payables in the balance sheet are shown inclusive of GST.

# **YILEEN 24 UNIT TRUST**

**ABN 28 604 692 372**

## **Trustee's Declaration**

---

The directors of Good Old Boys No2 Pty Ltd declare that the trust is not a reporting entity and that this special purpose financial report should be prepared in accordance with the accounting policies outlined in Note 1 to the financial statements

The directors of the trustee company declare that:

- (i) the financial statements and notes, present fairly the trust's financial position as at 30 June 2020 and its performance for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements; and
- (ii) in the directors' opinion there are reasonable grounds to believe that the trust will be able to pay its debts as and when they become due and payable.

The directors are responsible for the reliability, accuracy and completeness of the accounting records and the disclosure of all material and relevant information.

The declaration is made in accordance with a resolution of the Board of Directors of the trustee company.

---

Michael Pultar , (Director)

---

David Bock , (Director)

Date

**YILEEN 24 UNIT TRUST**  
**ABN 28 604 692 372**  
**Compilation Report to YILEEN 24 UNIT TRUST**

---

We have compiled the accompanying special purpose financial statements of YILEEN 24 UNIT TRUST, which comprise the balance sheet as at 30 June 2020, the Statement of Profit and Loss for the year then ended, a summary of significant accounting policies and other explanatory notes. The specific purpose for which the special purpose financial report has been prepared is set out in Note 1. The extent to which Australian Accounting Standards and other mandatory professional reporting requirements have or have not been adopted in the preparation of the special purpose financial report is set out in Note 1.

*The Responsibility of the Directors of the Trustee Company*

The directors of the trustee company are solely responsible for the information contained in the special purpose financial statements, the reliability, accuracy and completeness of the information and for the determination that the significant accounting policies used are appropriate to meet their needs and for the purpose that the financial statements were prepared.

*Our Responsibility*

On the basis of information provided by the directors of the trustee company, we have compiled the accompanying special purpose financial statements in accordance with the significant accounting policies as described in Note 1 to the financial statements and APES 315 Compilation of Financial Information.

We have applied our expertise in accounting and financial reporting to compile these financial statements in accordance with the significant accounting policies described in Note 1 to the financial statements. We have complied with the relevant ethical requirements of APES 110 Code of Ethics for Professional Accountants (including Independence Standards).

*Assurance Disclaimer*

Since a compilation engagement is not an assurance engagement, we are not required to verify the reliability, accuracy or completeness of the information provided to us by management to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion on these financial statements.

The special purpose financial statements were compiled exclusively for the benefit of the directors of the trustee company who are responsible for the reliability, accuracy and completeness of the information used to compile them. Accordingly, these special purpose financial statements may not be suitable for other purposes. We do not accept responsibility for the contents of the special purpose financial statements.

---

16 April, 2021

**PART A Electronic lodgment declaration (Form P, T, F, SMSF or EX)**

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

**Privacy**

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

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

**The Australian Business Register**

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

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

**Electronic funds transfer - direct debit**

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

Tax file number Year Name of partnership,  
trust, fund or entity 

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

**Important**

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

**Declaration: I declare that:**

- the information provided to the agent for the preparation of this tax return, including any applicable schedules is true and correct, and
- the agent is authorised to lodge this tax return.

Signature of partner,  
trustee or director

Date

**PART B Electronic funds transfer consent**

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

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

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

Agent's reference  
number 

Account Name

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

Signature

Date

**Trust tax return****2020**

Day Month Year

Day Month Year

to

or specify period if part year or approved substitute period

Notes to help you prepare this tax return are provided in the Trust tax return instructions 2020 (the instructions), available from the website [www.ato.gov.au](http://www.ato.gov.au)

Return year

2020

**Tax file number (TFN)**

XXX XXX XXX

Have you attached any  
'other attachments'?

No

See the Privacy note in the Taxpayer's declaration.

**Name of trust**

YILEEN 24 UNIT TRUST

**Australian business number (ABN)**

NN NNN NNN NNN

**Current postal address**

If the address has not changed, print it exactly as shown on the last notice of assessment or the last tax return lodged.

PO Box 245

KOTARA

NSW

2289

**Postal address on previous tax return**

If the address has changed, print your previous address exactly as shown on the last notice of assessment or the last tax return lodged.

**Full name of the trustee to whom notices should be sent**

- If the trustee is an individual, print details here.

Title—for example, Mr, Mrs, Ms, Miss

Mr

Surname or family name

Pultar

Given names

Michael

- If the trustee is a company, print details here including ABN.

Name

THE GOOD OLD BOYS (NEWCASTLE NO 2) PL

ABN

**Daytime contact phone number**

Area code

Telephone number

**Family trust election status**

If the trustee has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2019-20 income year write 2020).

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 2020.

**Interposed entity election status**

If the trustee has an existing election, write the earliest income year specified. If the trustee is making one or more elections this year, write the earliest income year being specified and complete an Interposed entity election or revocation 2020 for each election.

If revoking an interposed entity election, print **R** and complete and attach the Interposed entity election or revocation 2020.

**Type of trust**

Print the code representing the type of trust.

U

Print X if also a charity

If code D, write the date of death.

Day	Month	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Managed Investment trusts**

Is the trust a managed investment trust (MIT)?

N

Print Y for yes or N for no.

Must be completed if Type of trust is either F, M, U, P or Q

CODE

MIT type?

If the trust is a managed investment trust, has the trustee made an election into capital account treatment?

Print Y for yes or N for no.

**Is any tax payable by the trustee?**

N

Print Y for yes or N for no.

**Final tax return**

N

**Electronic funds transfer (EFT)**

Use Agent Trust Account?

We need your financial institution details to pay any refund owing to you, even if you have provided them to us before.

Write the BSB number, account number and account name below.

(See relevant instructions.)

BSB number must be six digits.

Account number

Account name

**1 Description of main business activity**Industry  
code**A****6 Tax withheld**

Tax withheld where ABN not quoted

**T**Credit for tax withheld - foreign resident  
withholding (excluding capital gains)**U****8 Partnerships and trusts****Primary production**

Distribution from partnerships

**A**

Share of net income from trusts

**Z**Deductions relating to amounts shown **A** and **Z****S**

Net primary production amount

**Non-primary production**Distribution from partnerships,  
less foreign income**B**Share of net income from trusts, less capital  
gains, foreign income and franked distributions**R**Deductions relating to amounts shown at **B** and **R****T**

Franked distributions from trusts

**F**Deductions relating to franked  
distributions from trusts in label **F****G**Net non-primary  
production amountCapital gains from another trust and net foreign capital gains need to be included at item 21.  
Amounts of foreign income must be included at item 22 or 23.**Share of credits from income**Share of credit for tax withheld  
where ABN not quoted**C**Share of franking credit from  
franked distributions**D**Share of credit for TFN amounts withheld from  
interest, dividends and unit trust distributions**E**Credit for TFN amounts withheld from  
payments from closely held trusts**O**Share of credit for tax withheld  
- foreign resident withholding  
(excluding capital gains)**U****9 Rent**

Gross rent

**F**

Interest deductions

**G**

Capital works deductions

**X**

Other rental deductions

**H**

Net rent

10,375

**L****15 Total of items 5 to 14**

Add the boxes

10,375

**L**Deductions relating to franked distributions should  
not include deductions included at G item 8

Franked distributions

**R**

**18 Other deductions** - show only deductions not claimable at any other item**Q** 5,570

Name of each item of deduction	Amount
Accounting Fees	1,400
Amortisation	444
Bank Fees	4
Filing Fees	534
Interest	4
Management Fees	3,184

**19 Total of items 16 to 18**

5,570

**20 Net Australian income or loss** - other than capital gains

Subtract item 19 from item 15

**\$** 15,945 **L****21 Capital gains**Do you need to complete a *Capital gains tax (CGT) Schedule 2020*?

Did you have a CGT event during the year?

**G** **N**Answer yes at **G** if the trust had an amount of capital gains from another trust.

Have you applied an exemption or rollover?

**M** Type **Y** for yes or **N** for no.

Code

Net capital gain

**A** 

Credit for foreign resident capital gains withholding amounts

**B** 

Net capital losses brought forward from prior years

Net capital losses carried forward to later income years

Non-Collectables

Collectables

**24 Total of items 20 to 23**Add the  boxes15,945 **L****26 Total net income or loss**

Subtract item 25 from item 24.

15,945 **L****27 Losses information**

A *Losses Schedule 2020* must also be completed and attached if the sum of labels **U** and **V** is greater than \$100,000 or if the trust is a listed widely held trust and failed the majority ownership test for a loss.

Tax losses carried forward to later income years

**U** 28,188

Net capital losses carried forward to later income years

**V** 

PP

NPP

28,188

**Overseas transactions / thin capitalisation****29 Overseas transactions**

Was the aggregate amount of your transactions or dealings with international related parties (including the value of any property/service transferred or the balance of any loans) greater than \$2 million?

**W** **N** Print Y for yes or N for no.

Did the thin capitalisation provisions affect you?

**O** **N**

Print Y for yes or N for no.

Interest expenses overseas

**D** 

Royalty expenses overseas

**E** 

If you answered Yes at label W or O or completed D or E, complete and attach the International dealings schedule 2020

Was any beneficiary who was not a resident of Australia at any time during the income year 'presently entitled' to a share of the income of the trust?

**A** **N** Print Y for yes or N for no.

If you answered Yes at label A, attach the information requested in the instructions.



**Transactions with specified countries**

Did you directly or indirectly send to, or receive from, one of the countries specified in the instructions, any funds or property **or**

Do you have the ability or expectation to control, whether directly or indirectly, the disposition of any funds, property, assets or investments located in, or located elsewhere but controlled or managed from one of those countries?

**C****N**Print **Y** for yes  
or **N** for no.**30 Personal services income**

Does your income include an individual's personal services income? **N** **N** Print **Y** for yes  
or **N** for no.

Total amount of PSI included  
at item 5 income labels **A**

Total amount of deductions against  
PSI included at item 5 expense labels **B**

Did you satisfy the results test in respect of any individual? **C** Print **Y** for yes  
or **N** for no.

Do you hold a personal services business (PSB)  
determination in respect of any individual? **D** Print **Y** for yes  
or **N** for no.

For any individual for whom you did not satisfy the results test or hold a PSB determination, and each source of their PSI income yielded less than 80% of their total PSI, indicate if you satisfied any of the following personal services business tests - print **X** in the appropriate box(es).

Unrelated clients test **E1**Employment test **E2**Business premises test **E3****32 Non-Concessional MIT Income (NCMI)****Business income****Primary production**Non-Concessional MIT Income (NCMI) **A**Excluded from NCMI **B**

Amounts shown at A and B must also be included at 5G PP – Other business income

**Non-Primary production**Non-Concessional MIT Income (NCMI) **C**Excluded from NCMI **D**

Amounts shown at C and D must also be included at 5H Non-PP – Other business income

**Partnerships and trusts****Primary production**Non-Concessional MIT Income (NCMI) **E**Excluded from NCMI **F**

Amounts shown at E and F must also be included at 8A Distribution from partnerships

Non-Concessional MIT Income (NCMI) **G**Excluded from NCMI **H**

Amounts shown at G and H must also be included at 8Z Share of net income from trusts

**Non-Primary production**Non-Concessional MIT Income (NCMI) **I**Excluded from NCMI **J**

Amounts shown at I and J must also be included at 8B Distribution from partnerships, less foreign income

Non-Concessional MIT Income (NCMI) **K**Excluded from NCMI **L**

Amounts shown at K and L must also be included at 8R Share of net income from trusts, less capital gains, foreign income and franked distributions

**Capital gains**NCMI **X**Excluded from NCMI **Z**

The net capital gain for amounts shown at labels X and Z (in respect of agricultural land for rent and residential dwelling assets) must be included at 21A Net capital gain.

**53 Non-refundable carry forward tax offsets**

Early stage venture capital limited partnership tax offset

**H**

Early stage investor tax offset

**I****55 Income of the trust estate****A****56 Statement of distribution****Distribution details**

Complete the distribution details on the following pages for BENEFICIARY 1 to 3 if required, and for Income to which no beneficiary is presently entitled and in which no beneficiary has an indefeasible vested interest, and the trustee's share of credit for tax deducted, if it applies.

If there are more than three beneficiaries see the instructions for more information.

**Note:** It is not an offence not to quote a TFN for a beneficiary. However, TFNs help the Tax ATO to correctly identify each beneficiary's tax records. The ATO is authorised by the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 to ask for information in this tax return. We need this information to help administer the tax laws. To make a correct Trustee Beneficiary (TB) statement you must quote the TFN of a resident trustee beneficiary of a closely held trust.

**Note:** If the trust needs to provide annual reports under the Trustee Beneficiary Rules or the TFN withholding rules you will be able to do so by completing the information in the statement of distribution

**56 Statement of distribution - continued**

**Income to which no beneficiary is presently entitled and in which no beneficiary has an indefeasible vested interest, and the trustee's share of credit for tax deducted.**

Assessment calculation code	<b>V</b>	<input type="text"/>	Share of credit for TFN amounts withheld from payments from closely held trusts	<b>O</b>	<input type="text"/>
Share of income of the trust estate	<b>W</b>	<input type="text"/>	Capital gains	<b>F</b>	<input type="text"/>
Share of credit for tax withheld – foreign resident withholding (excluding capital gains)	<b>L</b>	<input type="text"/>	NCMI capital gains	<b>F1</b>	<input type="text"/>
Australian franking credits from a New Zealand franking company	<b>N</b>	<input type="text"/>	Excluded from NCMI capital gains	<b>F2</b>	<input type="text"/>
Share of income	Primary production	<b>A</b>	Share of credit for foreign resident capital gains withholding amounts	<b>Z</b>	<input type="text"/>
	PP – NCMI	<b>A1</b>	Attributed foreign income	<b>G</b>	<input type="text"/>
	PP – Excluded from NCMI	<b>A2</b>	Other assessable foreign source income	<b>H</b>	<input type="text"/>
	Non-primary production	<b>B</b>	Foreign income tax offset	<b>I</b>	<input type="text"/>
	Non-PP – NCMI	<b>B1</b>	Share of National rental affordability scheme tax offset	<b>R</b>	<input type="text"/>
	Non-PP – Excluded from NCMI	<b>B2</b>	Share of other refundable tax offsets	<b>X</b>	<input type="text"/>
	Credit for tax withheld where ABN not quoted	<b>C</b>	Early stage venture capital limited partnership tax offset	<b>T</b>	<input type="text"/>
	Franked distributions	<b>U</b>	Early stage venture capital limited partnership tax offset carried forward from previous year	<b>K</b>	<input type="text"/>
	Franking credit	<b>D</b>	Early stage investor tax offset	<b>J</b>	<input type="text"/>
	TFN amounts withheld	<b>E</b>	Early stage investor tax offset carried forward from previous year	<b>M</b>	<input type="text"/>

If you completed labels T, K, J or M, attach the information requested in the instructions.

**57 Choice for resident trustee to be assessed to capital gains on behalf of beneficiaries**

Assessment calculation code

**X**

Amount of capital gains on which the trustee has chosen to be assessed on behalf of beneficiaries

**Y**

Items 58 and 59 must be answered for all trusts - if you answer yes to any of these questions, answer Yes to the 'other attachments' question on page 1 of this tax return.

**58 Beneficiary under legal disability who is presently entitled to income from another trust**

Was any beneficiary in this trust, who was under a legal disability on 30 June 2020, also presently entitled to a share of the income of another trust?

Print Y for yes  
or N for no.

If yes, or the answer is not known, furnish the information requested in the instructions.

**59 Non-resident trust**

Is the trust a non-resident trust?

Print Y for yes  
or N for no.

If yes, state the amount of income derived outside  
Australia to which no beneficiary is presently entitled.  
Print NIL if applicable.

**Declarations****TAXPAYER'S DECLARATION****Important**

Before making this declaration check to ensure that all income has been disclosed and the tax return, all attached schedules and any additional documents are true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the ATO. The income tax law imposes heavy penalties for false or misleading statements in tax returns.

**This declaration must be signed by a trustee or public officer.**

**Privacy**

The ATO is authorised by the Taxation Administration Act 1953 to request the provision of tax file numbers (TFNs). The ATO will use the TFNs to identify each beneficiary in our records. It is not an offence not to provide the TFNs. However, if the TFNs are not provided, it could increase the chance of delay or error in each beneficiary's assessment.

Taxation law authorises the ATO to collect information including personal information about the person authorised to sign the declaration. For information about your privacy go to [ato.gov.au/privacy](http://ato.gov.au/privacy)

**DECLARATION:**

I declare that the information on this tax return, including any attached schedules and additional documentation is true and correct.

Signature

Date

Hours taken to prepare and complete this tax return

**TAX AGENT'S DECLARATION**

I,

declare that this tax return has been prepared in accordance with information supplied by the taxpayer, that the taxpayer has given me a declaration stating that the information provided to me is true and correct and that the taxpayer has authorised me to lodge the tax return.

Agent's signature

Client's reference

Contact name

Date

Agent's phone number (include area code)

Area code

Telephone number

Agent's reference number

Office use only

Indics ☒

**Rental Property Schedule 2020****Trust**

Name of Property			
Address of Rental Property	24 Yilen Close		
	BERESFIELD	NSW	2322
Date property first earned rental income	30/06/2018		
Number of weeks property was rented this year	0		
Private Use %			
Number of weeks property was available for rent this year	0		
What is the entity's % ownership of the property?	100		
Date property was purchased	20/03/2018		
Purchase price of property	88,000		
Date property was sold (if property disposed of during year)			
Sale price of property			
Capital gain/loss on sale of this property			
Value of capital allowances (depreciation on plant) recouped on the sale			
Value of capital works deductions (special building write-off) recouped			
Has the loan for the property been renegotiated this year?	N		

**Ownership****% owned**

YILEEN 24 UNIT TRUST		YILE0003	100.00
----------------------	--	----------	--------

**Income****Return**

Gross rental income	0	0
Other rental related income		
Gross Rent	0	0

**Expenses****Total****Prv %****Return**

H Council Rates		10,375		10,375
Total expenses		10,375		10,375

**Net Rent**

10,375	/	L	10,375	/	L
--------	---	---	--------	---	---

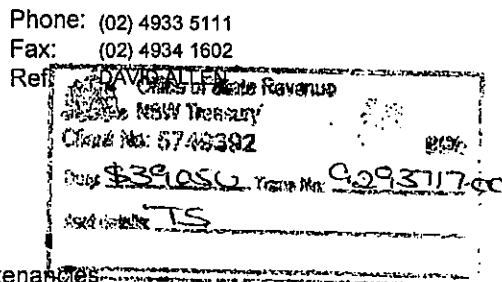
# Contract for the sale and purchase of land 2017 edition

TERM	MEANING OF TERM	NSW Duty:
Vendor's Agent	COLLIERS INTERNATIONAL GROUND FLOOR, 18 HONEYSUCKLE DRIVE, NEWCASTLE	Phone: (02) 4926 4888 Fax: (02) 4926 4555 Ref:

Co-agent		
Vendor	PJ & AD HILL PTY LIMITED AS TRUSTEE FOR MOD PENSION FUND (ABN 61 421 061 227) 26 YILEN CLOSE, BERESFIELD NSW 2322	

Vendor's Solicitor	HILLS SOLICITORS 447 HIGH STREET, MAITLAND NSW 2320 DX 21602 MAITLAND	Phone: (02) 4933 5111 Fax: (02) 4934 1602 Ref:
--------------------	---	--

Date for completion	42nd day after the contract date (clause 15)
Land(address, plan details and title reference)	24 Yilen Close BERESFIELD NSW 2322 201/1203914



Improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:
Attached copies	documents in the List of Documents as marked or numbered: other documents:

**A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.**

Inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
------------	--

Exclusions

Purchaser	MICHAEL PULTAR (OR NOMINEE) The Good Old Boys (Newcastle No 2) 25 CALANGRA AVENUE, CARMERON PARK NSW 2285 PJ Ltd ACN 622 743 659 403/23 RAVENSHAW STREET, NEWCASTLE WEST 2302
-----------	--

Purchaser's Solicitor	WITELAW MCDONALD SOLICITORS SUITE 5, 76 PARK AVENUE, KOTARA NSW 2289 DX 7952 NEWCASTLE
-----------------------	--

Price	\$ 968,000.00	
Deposit	\$ 96,800.00	(10% of the price, unless otherwise stated)
Balance	\$ 871,200.00	

Contract Date	23 NOVEMBER 2017	(if not stated, the date this contract was made)
---------------	------------------	--

Buyer's Agent	Phone:
EXECUTED BY PJ & AD HILL PTY LTD PURSUANT TO SECTION 127 OF THE CORPORATIONS ACT 2001	Fax:
	Ref:

Vendor

Witness

GST AMOUNT (optional)  
The price includes  
GST of: \$ 88,000.00

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness



Australian Government

Australian Taxation Office

**Agent** BRENDAN CURRAN  
**Client** THE TRUSTEE FOR RODAN  
 SUPERANNUATION FUND  
**ABN** 54 346 552 282  
**TFN** 977 278 850

## Activity statement 004

<b>Date generated</b>	07/07/2021
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

17 results found - from **01 July 2019** to **07 July 2021** sorted by **processed date** ordered **oldest to newest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
10 Jul 2019	9 Jul 2019	Payment		\$2,586.00	\$2,586.00 CR
4 Aug 2019	29 Jul 2019	Original Activity Statement for the period ending 30 Jun 19 - PAYG Instalments	\$2,586.00		\$0.00
4 Oct 2019	3 Oct 2019	Payment		\$2,562.00	\$2,562.00 CR
3 Nov 2019	28 Oct 2019	Original Activity Statement for the period ending 30 Sep 19 - PAYG Instalments	\$2,562.00		\$0.00
7 Jan 2020	2 Jan 2020	Payment received		\$2,562.00	\$2,562.00 CR
1 Mar 2020	28 Feb 2020	Original Activity Statement for the period ending 31 Dec 19 - PAYG Instalments	\$2,562.00		\$0.00
1 Apr 2020	31 Mar 2020	Payment received		\$2,562.00	\$2,562.00 CR
10 May 2020	28 Apr 2020	Original Activity Statement for the period ending 31 Mar 20 - PAYG Instalments	\$2,562.00		\$0.00
2 Aug 2020	28 Jul 2020	Original Activity Statement for the period ending 30 Jun 20		\$0.00	\$0.00
14 Oct 2020	13 Oct 2020	Payment received		\$1,707.00	\$1,707.00 CR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Nov 2020	28 Oct 2020	Original Activity Statement for the period ending 30 Sep 20 - PAYG Instalments	\$1,707.00		\$0.00
29 Jan 2021	28 Jan 2021	Payment received		\$10,639.00	\$10,639.00 CR
7 Mar 2021	2 Mar 2021	Original Activity Statement for the period ending 31 Dec 20 - PAYG Instalments	\$10,639.00		\$0.00
2 May 2021	28 Apr 2021	Original Activity Statement for the period ending 31 Mar 21 - PAYG Instalments	\$6,173.00		\$6,173.00 DR
3 May 2021	3 May 2021	General interest charge			\$6,173.00 DR
4 Jun 2021	3 Jun 2021	Payment received		\$6,173.00	\$0.00
4 Jun 2021	4 Jun 2021	General interest charge			\$0.00

# Rodan Superannuation Fund

## Tax Accounting Reconciliation

For the period 1 July 2019 to 30 June 2020

<b>Operating Statement Profit vs. Provision for Income Tax</b>		<b>2020</b>
		<b>\$</b>
<b>Benefits Accrued as a Result of Operations before Income Tax</b>		<b>19,435.98</b>
<b><u>ADD:</u></b>		
Decrease in Market Value		2,657.52
Non-Taxable Income		125.00
<b><u>LESS:</u></b>		
Rounding		0.50
<b>Taxable Income or Loss</b>		<b>22,218.00</b>

	<b>Income Amount</b>	<b>Tax Amount</b>
Gross Tax @ 15% for Concessional Income	22,218.00	3,332.70
Gross Tax @ 45% for Net Non-Arm's Length Income	0.00	0.00
No-TFN Quoted Contributions @ 32%	0.00	0.00
Change in Carried Forward Losses	0.00	0.00
<b>Provision for Income Tax</b>		<b>3,332.70</b>

## Provision for Income Tax vs. Income Tax Expense

<b>Provision for Income Tax</b>	<b>3,332.70</b>
<b>Income Tax Expense</b>	<b>3,332.70</b>

## Provision for Income Tax vs. Income Tax Payable

<b>Provision for Income Tax</b>	<b>3,332.70</b>
<b><u>LESS:</u></b>	
Withholding Credits	202.00
Income Tax Instalments Paid	7,686.00
<b>Income Tax Payable (Receivable)</b>	<b>(4,555.30)</b>

## Exempt Current Pension Income Settings

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





Australian Government

Australian Taxation Office

**Agent** BRENDAN CURRAN  
**Client** THE TRUSTEE FOR RODAN  
 SUPERANNUATION FUND  
**ABN** 54 346 552 282  
**TFN** 977 278 850

## Income tax 002

<b>Date generated</b>	07/07/2021
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

10 results found - from **01 July 2019** to **07 July 2021** sorted by **processed date** ordered **oldest to newest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
4 Jun 2020	3 Dec 2018	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 17 to 30 Jun 18	\$7,087.45		\$7,087.45 DR
1 Jul 2020	1 Feb 2019	General interest charge			\$7,087.45 DR
16 Oct 2020	2 Dec 2019	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 18 to 30 Jun 19	\$19,663.70		\$26,751.15 DR
16 Oct 2020	1 Jul 2020	Amended general interest charge calculated from 01 Jul 19 to 30 Jun 20	\$922.32		\$27,673.47 DR
16 Oct 2020	1 Jul 2020	Remission of general interest charge concessional		\$922.32	\$26,751.15 DR
16 Oct 2020	3 Aug 2020	Amended general interest charge calculated from 01 Jul 20 to 02 Aug 20	\$126.27		\$26,877.42 DR
16 Oct 2020	1 Oct 2020	Amended general interest charge calculated from 03 Aug 20 to 30 Sep 20	\$227.78		\$27,105.20 DR
16 Oct 2020	16 Oct 2020	General interest charge			\$27,105.20 DR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
6 Nov 2020	5 Nov 2020	Payment received		\$27,105.20	\$0.00
6 Nov 2020	6 Nov 2020	General interest charge			\$0.00



Australian Government

Australian Taxation Office

**Agent** BRENDAN CURRAN  
**Client** THE TRUSTEE FOR RODAN  
SUPERANNUATION FUND  
**ABN** 54 346 552 282  
**TFN** 977 278 850

## Activity statement 004

---

### Tax type summary

---

<b>Income tax year</b>	2020
<b>Period</b>	01 July 2019 - 30 June 2020
<b>Type</b>	Pay as you go Instalments
<b>Balance</b>	\$7,686.00 DR

### Transactions

---

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
03/11/2019	28/10/2019	Original Activity Statement for the period ending 30 Sep 19 - PAYG Instalments	\$2,562.00		\$2,562.00 DR
01/03/2020	28/02/2020	Original Activity Statement for the period ending 31 Dec 19 - PAYG Instalments	\$2,562.00		\$5,124.00 DR
10/05/2020	28/04/2020	Original Activity Statement for the period ending 31 Mar 20 - PAYG Instalments	\$2,562.00		\$7,686.00 DR

---

## Rodan Superannuation Fund

### Members Summary Report - For the period 1/07/2019 to 30/06/2020

Member's Detail		Opening Balance	Increases				Decreases				Closing Balance	
			Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out		Ben Paid
Mr Danny Vujic												
2 Burton Road MOUNT HUTTON NSW 2290												
Accumulation	Accumulation	555,524.37	0.00	0.00	10,238.08	0.00	(1,755.53)	0.00	0.00	0.00	0.00	564,006.92
		555,524.37	0.00	0.00	10,238.08	0.00	(1,755.53)	0.00	0.00	0.00	0.00	564,006.92
Mrs Roseanne Vujic												
2 BURTON ROAD MOUNT HUTTON NSW 2290												
Accumulation	Accumulation	499,084.13	0.00	0.00	9,197.90	0.00	(1,577.17)	0.00	0.00	0.00	0.00	506,704.86
		499,084.13	0.00	0.00	9,197.90	0.00	(1,577.17)	0.00	0.00	0.00	0.00	506,704.86
		1,054,608.50	0.00	0.00	19,435.98	0.00	(3,332.70)	0.00	0.00	0.00	0.00	1,070,711.78

**Rodan Superannuation Fund**  
(ABN: 54 346 552 282)

**Member Benefit Statement**

Period	Member Account Details
1 July 2019 - 30 June 2020	Residential Address: 2 Burton Road MOUNT HUTTON, NSW 2290
Member Number: 1	Date of Birth: 2 March 1968
Mr Danny Vujic	Date Joined Fund: 19 December 2015
Accumulation Account	Eligible Service Date: 8 July 1987
Accumulation	Tax File Number Held: Yes
	Account Start Date: 19 December 2015

Your Account Summary	Your Tax Components
Withdrawal Benefit as at 1 Jul 2019 555,524.37	Tax Free 42.8708 % 241,794.47
<u>Increases to your account:</u>	Taxable - Taxed 322,212.45
Share Of Net Fund Income 10,238.08	Taxable - Untaxed -
<u>Total Increases</u> 10,238.08	<b>Your Preservation Components</b>
<u>Decreases to your account:</u>	Preserved 559,503.01
Tax on Net Fund Income 1,755.53	Restricted Non Preserved 4,503.91
<u>Total Decreases</u> 1,755.53	Unrestricted Non Preserved -
Withdrawal Benefit as at 30 Jun 2020 564,006.92	<b>Your Insurance Benefits</b>
	No insurance details have been recorded
	<b>Your Beneficiaries</b>
	No beneficiary details have been recorded

**Rodan Superannuation Fund**  
(ABN: 54 346 552 282)

**Member Benefit Statement**

Period	Member Account Details
1 July 2019 - 30 June 2020	Residential Address: 2 BURTON ROAD MOUNT HUTTON, NSW 2290
Member Number: 2	Date of Birth: 15 October 1966
Mrs Roseanne Vujic	Date Joined Fund: 19 December 2015
Accumulation Account	Eligible Service Date: 5 August 1994
Accumulation	Tax File Number Held: Yes
	Account Start Date: 19 December 2015

Your Account Summary	Your Tax Components
Withdrawal Benefit as at 1 Jul 2019 499,084.13	Tax Free 47.9163 % 242,794.39
<u>Increases to your account:</u>	Taxable - Taxed 263,910.47
Share Of Net Fund Income 9,197.90	Taxable - Untaxed -
<u>Total Increases</u> 9,197.90	<b>Your Preservation Components</b>
<u>Decreases to your account:</u>	Preserved 506,704.86
Tax on Net Fund Income 1,577.17	Restricted Non Preserved -
<u>Total Decreases</u> 1,577.17	Unrestricted Non Preserved -
Withdrawal Benefit as at 30 Jun 2020 506,704.86	<b>Your Insurance Benefits</b>
	No insurance details have been recorded
	<b>Your Beneficiaries</b>
	No beneficiary details have been recorded

**Rodan Superannuation Fund**  
**Distribution Reconciliation Report**  
For the period 1 July 2019 to 30 June 2020

Net Distribution	Australian Income			Other Non-Assessable Amounts				Foreign Income		Capital Gains				AMIT	Gross Distribution	
	NPP Income	Franking Credits	Withholding Tax	Tax Exempt	Tax Free	Tax Deferred	Capital Returns	Assesable Amounts	Foreign Tax Credits	Discounted Capital Gains	CGT Concession Amount	Indexed Capital Gains	Other Capital Gains	Net Cost Base Increase/ (Decrease)	Accounting	Tax
<b><u>Unlisted Market</u></b>																
Superpower Unit Trust No 1																
23,843.00	23,968.00	0.00	0.00	(125.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,843.00	23,968.00
<b>23,843.00</b>	<b>23,968.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(125.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,843.00</b>	<b>23,968.00</b>
<b>23,843.00</b>	<b>23,968.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(125.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,843.00</b>	<b>23,968.00</b>

**Reconciliation**

	Australian Income		Other Non-Assessable Amounts			Foreign Income		Capital Gains				Gross Distribution	
	NPP Income	Franking Credits	Tax Exempt	Tax Free	Tax Deferred	Assesable Amounts	Foreign Tax Credits	Disc. Capital Gains	CGT Concession Amount	Indexed Capital Gains	Other Capital Gains	Accounting	Tax
Gross Accounting Distribution													
23,968.00	-		(125.00)	-	-	-	-	-	-	-	-	23,843.00	-
Gross Tax Distribution													
23,968.00	-		-	-	-	-	-	-	-	-	-	-	23,968.00
Net Foreign Income													
-	-		-	-	-	-	-	-	-	-	-	-	-
Net Distributed Capital Gain													
-	-		-	-	-	-	-	-	N/A	-	-	-	-

**TAX INVOICE**

Rodan Superannuation Fund  
PO Box 646  
WARNERS BAY NSW 2282

**Invoice Date**  
20 August 2019

**Invoice No.**  
503052

**Client Code**  
RODA02

**To our Professional Fees and Charges in attending to the following:-**

Preparation of Superannuation Fund Financial Statements for the year ended 30 June 2018

Preparation and lodgement of Superannuation Fund Income Tax Return for the year ended 30 June 2018

1,500.00

Audit of Superannuation Fund

500.00

Our Fee Total  
Plus: GST

2,000.00  
200.00

**TOTAL FEE**

**\$2,200.00**

**How to Pay** Client Code: **RODA02** Invoice No : **503052**

Amount Due: **\$2,200.00**

**Pay by DIRECT DEPOSIT:**

**Account Name:** BPC Accounting  
**BSB:** 182-222  
**Account Number:** 303 823 330  
**REFERENCE:** INVOICE NUMBER

**Pay by CREDIT CARD:**

Please phone our office to pay via  
VISA or MASTERCARD.

**TERMS – 14 DAYS FROM DATE OF INVOICE**

**By Mail**

Detach this section and mail your cheque to:

BPC Accounting  
PO Box 41  
BUDGEWOI NSW 2262

**Cheques to be made payable to:**

**BPC Accounting**