

## **Compliance Workpapers**

**JM Browne Superannuation Fund**

**Financial Year - 2023**



**Fund Details**

<b>Fund Name</b>	JM Browne Superannuation Fund
<b>Contact no</b>	0418323231
<b>Financial Year</b>	2023
<b>Established Date</b>	10/04/2014
<b>ABN</b>	76 879 128 742
<b>TFN</b>	359724687
<b>Trustee Type</b>	Corporate
<b>Trustees</b>	JENBRO INVESTMENTS PTY LTD
<b>ACN</b>	

## Statement of Financial Position

Assets	Qty	2023	2022	Change (\$)	Change (%)	
<b>Investments</b>	0.00	452,334.00	440,000.00	12,334.00	2.80	<a href="#">WP-1</a> <a href="#">WP-2</a> <a href="#">WP-3</a>
<b>Direct Property</b>	0.00	452,334.00	440,000.00	12,334.00	2.80	
L649 Glorious Promenade Redbank Plains	1.00	452,334.00	440,000.00	12,334.00	2.80	
<b>Other Assets</b>	0.00	1,984.35	611.46	1,372.89	224.53	
<b>Cash At Bank</b>	0.00	1,984.35	611.46	1,372.89	224.53	<a href="#">WP-1</a>
Macquarie Cash Management Account	0.00	1,984.35	611.46	1,372.89	224.53	
<b>Total Assets</b>	0.00	454,318.35	440,611.46	13,706.89	3.11	

Liabilities	Qty	2023	2022	Change (\$)	Change (%)	
<b>Borrowings</b>	0.00	230,049.20	232,634.54	-2,585.34	1.11	<a href="#">WP-1</a>
<b>Limited Recourse Borrowing Arrangement</b>	0.00	230,049.20	232,634.54	-2,585.34	1.11	
La Trobe Loan Financial	0.00	230,049.20	232,634.54	-2,585.34	1.11	
<b>Total Liabilities</b>	0.00	230,049.20	232,634.54	-2,585.34	1.11	

Member Entitlements	Qty	2023	2022	Change (\$)	Change (%)	
<b>Member Entitlement Accounts</b>	0.00	224,269.15	207,976.92	16,292.23	7.83	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Ms Jennifer Browne</b>	0.00	224,269.15	207,976.92	16,292.23	7.83	
Accumulation	0.00	224,269.15	207,976.92	16,292.23	7.83	
<b>Total Member Entitlements</b>	0.00	224,269.15	207,976.92	16,292.23	7.83	

## Operating Statement

Income	2023	2022	Change (\$)	Change (%)	
<b>Investment Gains</b>	12,334.00	0.00	12,334.00	100.00	
<b>Increase in Market Value</b>	12,334.00	0.00	12,334.00	100.00	<a href="#">WP-1</a>
<b>Direct Property</b>	12,334.00	0.00	12,334.00	100.00	
L649 Glorious Promenade Redbank Plains	12,334.00	0.00	12,334.00	100.00	
<b>Investment Income</b>	17,701.53	16,233.68	1,467.85	9.04	<a href="#">WP-1</a> <a href="#">WP-2</a>
<b>Interest</b>	78.90	0.53	78.37	14,786.79	
<b>Cash At Bank</b>	78.90	0.53	78.37	14,786.79	
Macquarie Cash Management Account	78.90	0.53	78.37	14,786.79	
<b>Other Rental Related Income</b>	462.62	0.00	462.62	100.00	<a href="#">WP-1</a>
<b>Direct Property</b>	462.62	0.00	462.62	100.00	
L649 Glorious Promenade Redbank Plains	462.62	0.00	462.62	100.00	
<b>Rent</b>	17,160.01	16,233.15	926.86	5.71	<a href="#">WP-1</a>
<b>Direct Property</b>	17,160.01	16,233.15	926.86	5.71	
L649 Glorious Promenade Redbank Plains	17,160.01	16,233.15	926.86	5.71	
<b>Member Receipts</b>	16,840.09	14,461.00	2,379.09	16.45	
<b>Contributions</b>	14,894.41	14,461.00	433.41	3.00	<a href="#">WP-1</a>
<b>Employer</b>	9,845.35	8,284.11	1,561.24	18.85	
Ms Jennifer Browne	9,845.35	8,284.11	1,561.24	18.85	
<b>Member</b>	5,049.06	6,176.89	-1,127.83	18.26	



Income	2023	2022	Change (\$)	Change (%)	
<b>Personal Non-Concessional</b>	5,049.06	6,176.89	-1,127.83	18.26	<a href="#">WP-1</a>
Ms Jennifer Browne	5,049.06	6,176.89	-1,127.83	18.26	
<b>Rollovers In</b>	1,945.68	0.00	1,945.68	100.00	<a href="#">WP-1</a>
Ms Jennifer Browne	1,945.68	0.00	1,945.68	100.00	
<b>Other Income</b>	1.06	0.00	1.06	100.00	<a href="#">WP-1</a>
ATO Interest Payments	1.06	0.00	1.06	100.00	
<b>Total Income</b>	46,876.68	30,694.68	16,182.00	52.72	
Expenses	2023	2022	Change (\$)	Change (%)	
<b>Other Expenses</b>	30,584.45	32,692.09	-2,107.64	6.45	
Accountancy Fee	1,650.00	0.00	1,650.00	100.00	<a href="#">WP-1</a>
ASIC Fee	347.00	3,731.00	-3,384.00	90.70	<a href="#">WP-1</a> <a href="#">WP-2</a>
Auditor Fee	495.00	0.00	495.00	100.00	<a href="#">WP-1</a>
<b>Bank Fees</b>	505.00	505.00	0.00	0.00	
<b>Limited Recourse Borrowing Arrangement</b>	505.00	505.00	0.00	0.00	
La Trobe Loan Financial	505.00	505.00	0.00	0.00	
<b>Interest Paid</b>	20,315.22	16,850.21	3,465.01	20.56	
<b>Limited Recourse Borrowing Arrangement</b>	20,315.22	16,850.21	3,465.01	20.56	
La Trobe Loan Financial	20,315.22	16,850.21	3,465.01	20.56	<a href="#">WP-1</a>
Non-Deductible Expense	0.00	4,950.00	-4,950.00	100.00	
<b>Property Expenses</b>	6,095.23	6,655.88	-560.65	8.42	<a href="#">WP-1</a>

Expenses	2023	2022	Change (\$)	Change (%)	
<b>Advertising</b>	0.00	352.00	-352.00	100.00	
<b>Direct Property</b>	0.00	352.00	-352.00	100.00	
L649 Glorious Promenade Redbank Plains	0.00	352.00	-352.00	100.00	
<b>Agents Management Fee</b>	1,321.32	895.50	425.82	47.55	<a href="#">WP-1</a>
<b>Direct Property</b>	1,321.32	895.50	425.82	47.55	
L649 Glorious Promenade Redbank Plains	1,321.32	895.50	425.82	47.55	
<b>Council Rates</b>	1,984.40	1,903.80	80.60	4.23	<a href="#">WP-1</a> <a href="#">WP-2</a> <a href="#">WP-3</a> <a href="#">WP-4</a>
<b>Direct Property</b>	1,984.40	1,903.80	80.60	4.23	
L649 Glorious Promenade Redbank Plains	1,984.40	1,903.80	80.60	4.23	
<b>Insurance Premium</b>	1,255.10	1,263.15	-8.05	0.64	<a href="#">WP-1</a>
<b>Direct Property</b>	1,255.10	1,263.15	-8.05	0.64	
L649 Glorious Promenade Redbank Plains	1,255.10	1,263.15	-8.05	0.64	
<b>Repairs Maintenance</b>	192.00	0.00	192.00	100.00	<a href="#">WP-1</a>
<b>Direct Property</b>	192.00	0.00	192.00	100.00	
L649 Glorious Promenade Redbank Plains	192.00	0.00	192.00	100.00	
<b>Sundry Expenses</b>	151.00	1,006.00	-855.00	84.99	<a href="#">WP-1</a>
<b>Direct Property</b>	151.00	1,006.00	-855.00	84.99	
L649 Glorious Promenade Redbank Plains	151.00	1,006.00	-855.00	84.99	

Expenses	2023	2022	Change (\$)	Change (%)	
<b>Water Rates</b>	1,191.41	1,235.43	-44.02	3.56	<a href="#">WP-1</a> <a href="#">WP-2</a> <a href="#">WP-3</a> <a href="#">WP-4</a>
<b>Direct Property</b>	1,191.41	1,235.43	-44.02	3.56	
L649 Glorious Promenade Redbank Plains	1,191.41	1,235.43	-44.02	3.56	
SMSF Supervisory Levy	777.00	0.00	777.00	100.00	
Sundry	400.00	0.00	400.00	100.00	
<b>Total Expenses</b>	30,584.45	32,692.09	-2,107.64	6.45	
<b>Income Tax</b>	<b>2023</b>	<b>2022</b>	<b>Change (\$)</b>	<b>Change (%)</b>	
<b>Total Income Tax</b>	0.00	0.00	0.00	0.00	
<b>Net Profit(Loss) Total</b>	16,292.23	-1,997.41			


## Lump Sum Payment - Good to Go

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

**Preservation Components**

						Current Status : Good to Go Prior Status : N/A		Prepared By : N/A	Reviewed By : N/A
			Prior Year			Current Year			
Account Name	Account Type	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount		
<a href="#">Ms Jennifer Browne (Age: 51 at 30/06/2023)</a>									
Accumulation	Accumulation	207,976.92	0.00	0.00	224,269.15	0.00	0.00		

**Tax Component Verification (Accumulation)**

		Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Account Name		Prior Year Tax Free Amount	Current Year Tax Free Amount
Ms Jennifer Browne (Age: 51 at 30/06/2023)				
	Accumulation		37,514.15	42,563.21

## Work Test - Good to Go

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

**Contribution Cap Limit**

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Current Year Contributions		Concessional	Non-Concessional
<p>Ms Jennifer Browne                      Date of Birth: 26/01/1972 (Age: 50 at 30/06/2023)</p>				
	Caps		27,500.00	110,000.00
	Cumulative available unused cap		78,220.84	0.00
	Maximum cap available		105,720.84	110,000.00
	Contributions made (to this fund)		9,845.35	5,049.06
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		9,845.35	5,049.06
	Amount above caps		0.00	0.00



Negative Balance

				Current Status : Good to Go Prior Status : Warning		Prepared By : N/A	Reviewed By : N/A
	Date	Description	Debits	Credits	Balance		
La Trobe Loan Financial							
🚩	20/07/2022	La Trobe Financial Quick Pay Repayment	0.00	1,872.00	-230,762.54		
🚩	29/07/2022	Insurance Confirmation Fee	0.00	25.00	-230,737.54		
🚩	29/07/2022	Insurance Confirmation Fee	50.00	0.00	-230,787.54		
🚩	31/07/2022	Account Service Fee	15.00	0.00	-230,802.54		
🚩	31/07/2022	Interest	1,630.24	0.00	-232,432.78		
🚩	11/08/2022	Packet Review Fee	300.00	0.00	-232,732.78		
🚩	22/08/2022	La Trobe Financial Quick Pay Repayment	0.00	1,947.00	-230,785.78		
🚩	31/08/2022	Account Service Fee	15.00	0.00	-230,800.78		
🚩	31/08/2022	Interest	1,729.47	0.00	-232,530.25		
🚩	20/09/2022	La Trobe Financial Pay Repayment	0.00	2,024.00	-230,506.25		
🚩	30/09/2022	Account Service Fee	15.00	0.00	-230,521.25		
🚩	30/09/2022	Interest	1,753.86	0.00	-232,275.11		
🚩	20/10/2022	La Trobe Financial Pay Repayment	0.00	2,104.00	-230,171.11		
🚩	31/10/2022	Account Service Fee	15.00	0.00	-230,186.11		
🚩	31/10/2022	Interest	1,880.75	0.00	-232,066.86		
🚩	21/11/2022	La Trobe Financial Pay Repayment	0.00	2,143.00	-229,923.86		
🚩	30/11/2022	Account Service Fee	15.00	0.00	-229,938.86		

			Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
🚩	30/11/2022	Interest	1,886.28	0.00	-231,825.14
🚩	20/12/2022	La Trobe Financial Pay Repayment	0.00	2,198.00	-229,627.14
🚩	31/12/2022	Account Service Fee	15.00	0.00	-229,642.14
🚩	31/12/2022	Interest	1,989.72	0.00	-231,631.86
🚩	20/01/2023	La Trobe Financial Pay Repayment	0.00	2,238.00	-229,393.86
🚩	31/01/2023	Account Service Fee	15.00	0.00	-229,408.86
🚩	31/01/2023	Interest	2,006.97	0.00	-231,415.83
🚩	01/02/2023	Renegotiation Fee	400.00	0.00	-231,815.83
🚩	20/02/2023	La Trobe Financial Pay Repayment	0.00	1,818.28	-229,997.55
🚩	28/02/2023	Account Service Fee	15.00	0.00	-230,012.55
🚩	28/02/2023	Interest	1,319.73	0.00	-231,332.28
🚩	20/03/2023	La Trobe Financial Pay Repayment	0.00	1,818.28	-229,514.00
🚩	31/03/2023	Account Service Fee	15.00	0.00	-229,529.00
🚩	31/03/2023	Interest	1,510.35	0.00	-231,039.35
🚩	20/04/2023	La Trobe Financial Pay Repayment	0.00	1,869.00	-229,170.35
🚩	30/04/2023	Account Service Fee	15.00	0.00	-229,185.35
🚩	30/04/2023	Interest	1,474.89	0.00	-230,660.24
🚩	22/05/2023	La Trobe Financial Pay Repayment	0.00	1,869.00	-228,791.24
🚩	31/05/2023	Account Service Fee	15.00	0.00	-228,806.24

				Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
🚩	31/05/2023	Interest		1,564.63	0.00	-230,370.87
🚩	20/06/2023	La Trobe Financial Pay Repayment		0.00	1,905.00	-228,465.87
🚩	30/06/2023	Account Service Fee		15.00	0.00	-228,480.87
🚩	30/06/2023	Interest		1,568.33	0.00	-230,049.20

**Contra Bank Entries**

				Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
	Date	Description	Debits	Credits	Balance	
<b>La Trobe Loan Financial</b>						
🚩	20/07/2022	La Trobe Financial Quick Pay Repayment	0.00	1,872.00	-230,762.54	
🚩	22/08/2022	La Trobe Financial Quick Pay Repayment	0.00	1,947.00	-230,785.78	
🚩	20/09/2022	La Trobe Financial Pay Repayment	0.00	2,024.00	-230,506.25	
🚩	20/10/2022	La Trobe Financial Pay Repayment	0.00	2,104.00	-230,171.11	
🚩	21/11/2022	La Trobe Financial Pay Repayment	0.00	2,143.00	-229,923.86	
🚩	20/12/2022	La Trobe Financial Pay Repayment	0.00	2,198.00	-229,627.14	
🚩	20/01/2023	La Trobe Financial Pay Repayment	0.00	2,238.00	-229,393.86	
🚩	01/02/2023	Renegotiation Fee	400.00	0.00	-231,815.83	
🚩	20/02/2023	La Trobe Financial Pay Repayment	0.00	1,818.28	-229,997.55	
🚩	20/04/2023	La Trobe Financial Pay Repayment	0.00	1,869.00	-229,170.35	
🚩	20/06/2023	La Trobe Financial Pay Repayment	0.00	1,905.00	-228,465.87	
<b>Macquarie Cash Management Account</b>						
🚩	13/07/2022	JENNIFER BROWNE to cover mortgage	0.00	400.00	1,385.75	
🚩	20/07/2022	LaTrobeFinancial Repay 40 309 935 6	1,872.00	0.00	100.93	
🚩	22/08/2022	LaTrobeFinancial Repay 40 308 935 6	1,947.00	0.00	48.49	
🚩	20/09/2022	LaTrobeFinancial Repay 40 308 935 6	2,024.00	0.00	390.23	
🚩	20/10/2022	LaTrobeFinancial Repay 40 308 935 6	2,104.00	0.00	2,081.85	

			Current Status : Good to Go Prior Status : Warning	Prepared By : N/A	Reviewed By : N/A
🚩	21/11/2022	LaTrobeFinancial Repay 40 308 935 6	2,143.00	0.00	1,871.21
🚩	20/12/2022	LaTrobeFinancial Repay 40 308 935 6	2,198.00	0.00	12,958.32
🚩	20/01/2023	LaTrobeFinancial Repay 40 308 935 6	2,238.00	0.00	12,406.24
🚩	20/03/2023	LaTrobeFinancial Repay 40 308 935 6	1,818.28	0.00	2,179.24
🚩	22/05/2023	LaTrobeFinancial Repay 40 308 935 6	1,869.00	0.00	1,680.20
🚩	20/06/2023	LaTrobeFinancial Repay 40 308 935 6	1,905.00	0.00	2,038.21

## Income Comparison - Good to Go

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

### Benefits Paid to Member < 60 - Good to Go

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

## Retirement Condition - Good to Go

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



### Market Value - Not Applicable

The system did not find any data to process.

### Pension Limit - Not Applicable

The system did not find any data to process.

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

The system did not find any data to process.

### Preservation Components for Member above 65 - Not Applicable

The system did not find any data to process.

### Tax Component Verification (Pension) - Not Applicable

The system did not find any data to process.

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

The system did not find any data to process.

General Ledger

Date	Description	Quantity	Debits	Credits	Balance
<b>Member Receipts / Rollovers In / Ms Jennifer Browne</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
06/10/2022	Rollover In	0.00	0.00	1,945.68	1,945.68
30/06/2023	Closing Balance	0.00	0.00	0.00	1,945.68
<b>Member Receipts / Contributions / Employer / Ms Jennifer Browne</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
15/09/2022	QUICKSUPER QUICKSPR3299528180	0.00	0.00	1,181.65	1,181.65
14/10/2022	QUICKSUPER QUICKSPR3322157825	0.00	0.00	735.32	1,916.97
15/11/2022	QUICKSUPER QUICKSPR3346515063	0.00	0.00	815.32	2,732.29
15/12/2022	QUICKSUPER QUICKSPR3368840767	0.00	0.00	2,500.00	5,232.29
17/01/2023	QUICKSUPER QUICKSPR3389922418	0.00	0.00	840.32	6,072.61
15/02/2023	QUICKSUPER QUICKSPR3410723010	0.00	0.00	845.31	6,917.92
15/03/2023	QUICKSUPER QUICKSPR3431516136	0.00	0.00	681.48	7,599.40
17/04/2023	QUICKSUPER QUICKSPR3455253157	0.00	0.00	681.48	8,280.88
16/05/2023	QUICKSUPER QUICKSPR3477696855	0.00	0.00	686.67	8,967.55
15/06/2023	QUICKSUPER QUICKSPR3500525641	0.00	0.00	877.80	9,845.35
30/06/2023	Closing Balance	0.00	0.00	0.00	9,845.35
<b>Member Receipts / Contributions / Member / Personal Non-Concessional / Ms Jennifer Browne</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
13/07/2022	JENNIFER BROWNE to cover mortgage	0.00	0.00	400.00	400.00
16/08/2022	Contribution Allocation	0.00	0.00	496.10	896.10
18/08/2022	JENNIFER BROWNE to cover mortgage	0.00	0.00	700.00	1,596.10
07/09/2022	Contribution Allocation	0.00	0.00	246.39	1,842.49
08/12/2022	Contribution Allocation	0.00	0.00	284.57	2,127.06
30/06/2023	Contribution Allocation	0.00	0.00	777.00	2,904.06
30/06/2023	Contribution Allocation	0.00	0.00	2,145.00	5,049.06
30/06/2023	Closing Balance	0.00	0.00	0.00	5,049.06
<b>Investment Gains / Increase in Market Value / Direct Property / L649 Glorious Promenade Redbank Plains</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Market Value Adjustment	0.00	0.00	12,334.00	12,334.00
30/06/2023	Closing Balance	0.00	0.00	0.00	12,334.00
<b>Investment Income / Interest / Cash At Bank / Macquarie Cash Management Account</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
29/07/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	0.20	0.20
31/08/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	0.48	0.68
30/09/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	0.81	1.49
31/10/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	3.23	4.72
30/11/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	4.84	9.56
30/12/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	19.67	29.23



Date	Description	Quantity	Debits	Credits	Balance
31/01/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	22.89	52.12
28/02/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	5.69	57.81
31/03/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	5.05	62.86
28/04/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	4.91	67.77
31/05/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	5.99	73.76
30/06/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	5.14	78.90
30/06/2023	Closing Balance	0.00	0.00	0.00	78.90
<b>Investment Income / Other Rental Related Income / Direct Property / L649 Glorious Promenade Redbank Plains</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Utility - Water Usage	0.00	0.00	462.62	462.62
30/06/2023	Closing Balance	0.00	0.00	0.00	462.62
<b>Investment Income / Rent / Direct Property / L649 Glorious Promenade Redbank Plains</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Rental Statement 2023	0.00	0.00	17,160.01	17,160.01
30/06/2023	Closing Balance	0.00	0.00	0.00	17,160.01
<b>Other Income / ATO Interest Payments</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
06/12/2022	ATO ATO004000017273556	0.00	0.00	1.06	1.06
30/06/2023	Closing Balance	0.00	0.00	0.00	1.06
<b>Other Expenses / Accountancy Fee</b>					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Accountancy Fee	0.00	1,650.00	0.00	1,650.00
30/06/2023	Closing Balance	0.00	0.00	0.00	1,650.00
<b>Other Expenses / ASIC Fee</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
09/01/2023	BPAY TO ASIC	0.00	288.00	0.00	288.00
26/06/2023	BPAY TO ASIC	0.00	59.00	0.00	347.00
30/06/2023	Closing Balance	0.00	0.00	0.00	347.00
<b>Other Expenses / Auditor Fee</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Fund General Expense	0.00	495.00	0.00	495.00
30/06/2023	Closing Balance	0.00	0.00	0.00	495.00
<b>Other Expenses / Limited Recourse Borrowing Arrangement / La Trobe Loan Financial</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
29/07/2022	Insurance Confirmation Fee	0.00	25.00	0.00	25.00
31/07/2022	Account Service Fee	0.00	15.00	0.00	40.00
11/08/2022	Packet Review Fee	0.00	300.00	0.00	340.00
31/08/2022	Account Service Fee	0.00	15.00	0.00	355.00
30/09/2022	Account Service Fee	0.00	15.00	0.00	370.00
31/10/2022	Account Service Fee	0.00	15.00	0.00	385.00

Date	Description	Quantity	Debits	Credits	Balance
30/11/2022	Account Service Fee	0.00	15.00	0.00	400.00
31/12/2022	Account Service Fee	0.00	15.00	0.00	415.00
31/01/2023	Account Service Fee	0.00	15.00	0.00	430.00
28/02/2023	Account Service Fee	0.00	15.00	0.00	445.00
31/03/2023	Account Service Fee	0.00	15.00	0.00	460.00
30/04/2023	Account Service Fee	0.00	15.00	0.00	475.00
31/05/2023	Account Service Fee	0.00	15.00	0.00	490.00
30/06/2023	Account Service Fee	0.00	15.00	0.00	505.00
30/06/2023	Closing Balance	0.00	0.00	0.00	505.00
<b>Other Expenses / Interest Paid / Limited Recourse Borrowing Arrangement / La Trobe Loan Financial</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/07/2022	Interest	0.00	1,630.24	0.00	1,630.24
31/08/2022	Interest	0.00	1,729.47	0.00	3,359.71
30/09/2022	Interest	0.00	1,753.86	0.00	5,113.57
31/10/2022	Interest	0.00	1,880.75	0.00	6,994.32
30/11/2022	Interest	0.00	1,886.28	0.00	8,880.60
31/12/2022	Interest	0.00	1,989.72	0.00	10,870.32
31/01/2023	Interest	0.00	2,006.97	0.00	12,877.29
28/02/2023	Interest	0.00	1,319.73	0.00	14,197.02
31/03/2023	Interest	0.00	1,510.35	0.00	15,707.37

Date	Description	Quantity	Debits	Credits	Balance
30/04/2023	Interest	0.00	1,474.89	0.00	17,182.26
31/05/2023	Interest	0.00	1,564.63	0.00	18,746.89
30/06/2023	Interest	0.00	1,568.33	0.00	20,315.22
30/06/2023	Closing Balance	0.00	0.00	0.00	20,315.22
<b>Other Expenses / Property Expenses / Agents Management Fee / Direct Property / L649 Glorious Promenade Redbank Plains</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Agents Management Fee	0.00	1,321.32	0.00	1,321.32
30/06/2023	Closing Balance	0.00	0.00	0.00	1,321.32
<b>Other Expenses / Property Expenses / Council Rates / Direct Property / L649 Glorious Promenade Redbank Plains</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
16/08/2022	Council rates	0.00	496.10	0.00	496.10
24/02/2023	TRANSACT FUNDS TFR TO JENNIFER BROWNE	0.00	992.20	0.00	1,488.30
15/05/2023	BPAY TO IPSWICH CITY COUNCIL	0.00	496.10	0.00	1,984.40
30/06/2023	Closing Balance	0.00	0.00	0.00	1,984.40
<b>Other Expenses / Property Expenses / Insurance Premium / Direct Property / L649 Glorious Promenade Redbank Plains</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
08/07/2022	RACV INSURANCE HOM533444851220708	0.00	105.89	0.00	105.89
08/08/2022	RACV INSURANCE HOM533444851220808	0.00	104.55	0.00	210.44
08/09/2022	RACV INSURANCE HOM533444851220908	0.00	104.55	0.00	314.99

Date	Description	Quantity	Debits	Credits	Balance
10/10/2022	RACV INSURANCE HOM533444851221008	0.00	104.55	0.00	419.54
08/11/2022	RACV INSURANCE HOM533444851221108	0.00	104.55	0.00	524.09
08/12/2022	RACV INSURANCE HOM533444851221208	0.00	104.43	0.00	628.52
09/01/2023	RACV INSURANCE HOM533444851230108	0.00	104.43	0.00	732.95
08/02/2023	RACV INSURANCE HOM533444851230208	0.00	104.43	0.00	837.38
08/03/2023	RACV INSURANCE HOM533444851230308	0.00	104.43	0.00	941.81
11/04/2023	RACV INSURANCE HOM533444851230408	0.00	104.43	0.00	1,046.24
08/05/2023	RACV INSURANCE HOM533444851230508	0.00	104.43	0.00	1,150.67
08/06/2023	RACV INSURANCE HOM533444851230608	0.00	104.43	0.00	1,255.10
30/06/2023	Closing Balance	0.00	0.00	0.00	1,255.10

**Other Expenses / Property Expenses / Repairs Maintenance / Direct Property / L649 Glorious Promenade Redbank Plains**

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Plumbing	0.00	192.00	0.00	192.00
30/06/2023	Closing Balance	0.00	0.00	0.00	192.00

**Other Expenses / Property Expenses / Sundry Expenses / Direct Property / L649 Glorious Promenade Redbank Plains**

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	EOFY Statement Fee	0.00	22.00	0.00	22.00
30/06/2023	Fire Protection	0.00	129.00	0.00	151.00
30/06/2023	Closing Balance	0.00	0.00	0.00	151.00

**Other Expenses / Property Expenses / Water Rates / Direct Property / L649 Glorious Promenade Redbank Plains**

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
07/09/2022	General Investment Expense	0.00	246.39	0.00	246.39
08/12/2022	General Investment Expense	0.00	284.57	0.00	530.96
24/02/2023	BPAY TO URBAN UTILITIES	0.00	316.56	0.00	847.52
07/06/2023	BPAY TO URBAN UTILITIES	0.00	343.89	0.00	1,191.41
30/06/2023	Closing Balance	0.00	0.00	0.00	1,191.41
<b>Other Expenses / SMSF Supervisory Levy</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	2020 Income Tax	0.00	259.00	0.00	259.00
30/06/2023	2021 Income Tax	0.00	259.00	0.00	518.00
30/06/2023	2022 Income tax	0.00	259.00	0.00	777.00
30/06/2023	Closing Balance	0.00	0.00	0.00	777.00
<b>Other Expenses / Sundry</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/02/2023	Renegotiation Fee	0.00	400.00	0.00	400.00
30/06/2023	Closing Balance	0.00	0.00	0.00	400.00
<b>Income Tax Expense / Income Tax Expense</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
15/09/2022	Fund Income Tax	0.00	177.25	0.00	177.25
14/10/2022	Fund Income Tax	0.00	110.30	0.00	287.55



Date	Description	Quantity	Debits	Credits	Balance
15/11/2022	Fund Income Tax	0.00	122.30	0.00	409.85
15/12/2022	Fund Income Tax	0.00	375.00	0.00	784.85
17/01/2023	Fund Income Tax	0.00	126.05	0.00	910.90
15/02/2023	Fund Income Tax	0.00	126.80	0.00	1,037.70
15/03/2023	Fund Income Tax	0.00	102.22	0.00	1,139.92
17/04/2023	Fund Income Tax	0.00	102.22	0.00	1,242.14
16/05/2023	Fund Income Tax	0.00	103.00	0.00	1,345.14
15/06/2023	Fund Income Tax	0.00	131.67	0.00	1,476.81
30/06/2023	Fund Income Tax	0.00	0.00	1,476.81	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Investments - L649 Glorious Promenade Redbank Plains</b>					
01/07/2022	Opening Balance	1.00	0.00	0.00	440,000.00
30/06/2023	Market Value Adjustment	0.00	12,334.00	0.00	452,334.00
30/06/2023	Closing Balance	1.00	0.00	0.00	452,334.00
<b>Cash At Bank - Macquarie Cash Management Account</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	611.46
07/07/2022	Zai LREQ 29 Glorious P	0.00	480.18	0.00	1,091.64
08/07/2022	RACV INSURANCE HOM533444851220708	0.00	0.00	105.89	985.75
13/07/2022	JENNIFER BROWNE to cover mortgage	0.00	400.00	0.00	1,385.75
19/07/2022	Zai LREQ 29 Glorious P	0.00	587.18	0.00	1,972.93

Date	Description	Quantity	Debits	Credits	Balance
20/07/2022	LaTrobeFinancial Repay 40 309 935 6	0.00	0.00	1,872.00	100.93
27/07/2022	Zai LREQ 29 Glorious P	0.00	80.55	0.00	181.48
29/07/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.20	0.00	181.68
02/08/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	790.86
08/08/2022	RACV INSURANCE HOM533444851220808	0.00	0.00	104.55	686.31
16/08/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	1,295.49
18/08/2022	JENNIFER BROWNE to cover mortgage	0.00	700.00	0.00	1,995.49
22/08/2022	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	1,947.00	48.49
30/08/2022	Zai LREQ 29 Glorious P	0.00	69.80	0.00	118.29
30/08/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	727.47
31/08/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.48	0.00	727.95
08/09/2022	RACV INSURANCE HOM533444851220908	0.00	0.00	104.55	623.40
13/09/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	1,232.58
15/09/2022	QUICKSUPER QUICKSPR3299528180	0.00	1,181.65	0.00	2,414.23
20/09/2022	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	2,024.00	390.23
30/09/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.81	0.00	391.04
30/09/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	1,000.22
06/10/2022	AUSTRALIANSUPER 800000001761150252	0.00	1,945.68	0.00	2,945.90
10/10/2022	RACV INSURANCE HOM533444851221008	0.00	0.00	104.55	2,841.35
12/10/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	3,450.53



Date	Description	Quantity	Debits	Credits	Balance
14/10/2022	QUICKSUPER QUICKSPR3322157825	0.00	735.32	0.00	4,185.85
20/10/2022	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	2,104.00	2,081.85
25/10/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	2,691.03
31/10/2022	MACQUARIE CMA INTEREST PAID*	0.00	3.23	0.00	2,694.26
08/11/2022	RACV INSURANCE HOM533444851221108	0.00	0.00	104.55	2,589.71
08/11/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	3,198.89
15/11/2022	QUICKSUPER QUICKSPR3346515063	0.00	815.32	0.00	4,014.21
21/11/2022	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	2,143.00	1,871.21
22/11/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	2,480.39
29/11/2022	JENNIFER MICHELL SMSF money	0.00	9,169.00	0.00	11,649.39
30/11/2022	MACQUARIE CMA INTEREST PAID*	0.00	4.84	0.00	11,654.23
06/12/2022	ATO ATO004000017273556	0.00	1.06	0.00	11,655.29
07/12/2022	Zai LREQ 29 Glorious P	0.00	417.18	0.00	12,072.47
08/12/2022	RACV INSURANCE HOM533444851221208	0.00	0.00	104.43	11,968.04
12/12/2022	Zai LREQ 29 Glorious P	0.00	79.10	0.00	12,047.14
15/12/2022	QUICKSUPER QUICKSPR3368840767	0.00	2,500.00	0.00	14,547.14
20/12/2022	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	2,198.00	12,349.14
20/12/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	12,958.32
30/12/2022	MACQUARIE CMA INTEREST PAID*	0.00	19.67	0.00	12,977.99
04/01/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	13,587.17

Date	Description	Quantity	Debits	Credits	Balance
09/01/2023	BPAY TO ASIC	0.00	0.00	288.00	13,299.17
09/01/2023	RACV INSURANCE HOM533444851230108	0.00	0.00	104.43	13,194.74
17/01/2023	QUICKSUPER QUICKSPR3389922418	0.00	840.32	0.00	14,035.06
17/01/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	14,644.24
20/01/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	2,238.00	12,406.24
31/01/2023	MACQUARIE CMA INTEREST PAID*	0.00	22.89	0.00	12,429.13
31/01/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	13,038.31
01/02/2023	TRANSACT FUNDS TFR TO JENNIFER BROWNE	0.00	0.00	2,000.00	11,038.31
01/02/2023	TRANSACT FUNDS TFR TO JENNIFER BROWNE	0.00	0.00	2,169.00	8,869.31
01/02/2023	TRANSACT FUNDS TFR TO JENNIFER BROWNE	0.00	0.00	5,000.00	3,869.31
08/02/2023	RACV INSURANCE HOM533444851230208	0.00	0.00	104.43	3,764.88
15/02/2023	QUICKSUPER QUICKSPR3410723010	0.00	845.31	0.00	4,610.19
17/02/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	5,219.37
20/02/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	1,818.28	3,401.09
24/02/2023	BPAY TO URBAN UTILITIES	0.00	0.00	316.56	3,084.53
24/02/2023	TRANSACT FUNDS TFR TO JENNIFER BROWNE	0.00	0.00	992.20	2,092.33
28/02/2023	MACQUARIE CMA INTEREST PAID*	0.00	5.69	0.00	2,098.02
01/03/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	2,707.20

Date	Description	Quantity	Debits	Credits	Balance
08/03/2023	RACV INSURANCE HOM533444851230308	0.00	0.00	104.43	2,602.77
09/03/2023	Zai LREQ 29 Glorious P	0.00	104.09	0.00	2,706.86
14/03/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	3,316.04
15/03/2023	QUICKSUPER QUICKSPR3431516136	0.00	681.48	0.00	3,997.52
20/03/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	1,818.28	2,179.24
22/03/2023	Zai LREQ 29 Glorious P	0.00	0.01	0.00	2,179.25
30/03/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	2,788.43
31/03/2023	MACQUARIE CMA INTEREST PAID*	0.00	5.05	0.00	2,793.48
11/04/2023	RACV INSURANCE HOM533444851230408	0.00	0.00	104.43	2,689.05
12/04/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	3,298.23
17/04/2023	QUICKSUPER QUICKSPR3455253157	0.00	681.48	0.00	3,979.71
20/04/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	1,869.00	2,110.71
26/04/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	2,719.89
28/04/2023	MACQUARIE CMA INTEREST PAID*	0.00	4.91	0.00	2,724.80
08/05/2023	RACV INSURANCE HOM533444851230508	0.00	0.00	104.43	2,620.37
09/05/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	3,229.55
15/05/2023	BPAY TO IPSWICH CITY COUNCIL	0.00	0.00	496.10	2,733.45
16/05/2023	QUICKSUPER QUICKSPR3477696855	0.00	686.67	0.00	3,420.12
17/05/2023	Zai LREQ 29 Glorious P	0.00	129.08	0.00	3,549.20
22/05/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	1,869.00	1,680.20

Date	Description	Quantity	Debits	Credits	Balance
23/05/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	2,289.38
31/05/2023	MACQUARIE CMA INTEREST PAID*	0.00	5.99	0.00	2,295.37
06/06/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	2,904.55
07/06/2023	BPAY TO URBAN UTILITIES	0.00	0.00	343.89	2,560.66
08/06/2023	RACV INSURANCE HOM533444851230608	0.00	0.00	104.43	2,456.23
15/06/2023	QUICKSUPER QUICKSPR3500525641	0.00	877.80	0.00	3,334.03
20/06/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	1,905.00	1,429.03
20/06/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	2,038.21
26/06/2023	BPAY TO ASIC	0.00	0.00	59.00	1,979.21
30/06/2023	MACQUARIE CMA INTEREST PAID*	0.00	5.14	0.00	1,984.35
30/06/2023	Closing Balance	0.00	0.00	0.00	1,984.35

**Other Assets - Unsettled Trades / Acquisitions / Limited Recourse Borrowing Arrangement / La Trobe Loan Financial**

01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
20/07/2022	La Trobe Financial Quick Pay Repayment	0.00	0.00	1,872.00	1,872.00
20/07/2022	La Trobe Financial Quick Pay Repayment	0.00	1,872.00	0.00	0.00
29/07/2022	Insurance Confirmation Fee	0.00	0.00	0.00	0.00
29/07/2022	Insurance Confirmation Fee	0.00	0.00	25.00	25.00
29/07/2022	Insurance Confirmation Fee	0.00	0.00	25.00	50.00
29/07/2022	Insurance Confirmation Fee	0.00	50.00	0.00	0.00
31/07/2022	Account Service Fee	0.00	0.00	15.00	15.00

Date	Description	Quantity	Debits	Credits	Balance
31/07/2022	Account Service Fee	0.00	15.00	0.00	0.00
31/07/2022	Interest	0.00	0.00	1,630.24	1,630.24
31/07/2022	Interest	0.00	1,630.24	0.00	0.00
11/08/2022	Packet Review Fee	0.00	0.00	300.00	300.00
11/08/2022	Packet Review Fee	0.00	300.00	0.00	0.00
22/08/2022	La Trobe Financial Quick Pay Repayment	0.00	0.00	1,947.00	1,947.00
22/08/2022	La Trobe Financial Quick Pay Repayment	0.00	1,947.00	0.00	0.00
31/08/2022	Account Service Fee	0.00	0.00	15.00	15.00
31/08/2022	Account Service Fee	0.00	15.00	0.00	0.00
31/08/2022	Interest	0.00	0.00	1,729.47	1,729.47
31/08/2022	Interest	0.00	1,729.47	0.00	0.00
20/09/2022	La Trobe Financial Pay Repayment	0.00	0.00	2,024.00	2,024.00
20/09/2022	La Trobe Financial Pay Repayment	0.00	2,024.00	0.00	0.00
30/09/2022	Account Service Fee	0.00	0.00	15.00	15.00
30/09/2022	Account Service Fee	0.00	15.00	0.00	0.00
30/09/2022	Interest	0.00	0.00	1,753.86	1,753.86
30/09/2022	Interest	0.00	1,753.86	0.00	0.00
20/10/2022	La Trobe Financial Pay Repayment	0.00	0.00	2,104.00	2,104.00
20/10/2022	La Trobe Financial Pay Repayment	0.00	2,104.00	0.00	0.00
31/10/2022	Account Service Fee	0.00	0.00	15.00	15.00

Date	Description	Quantity	Debits	Credits	Balance
31/10/2022	Account Service Fee	0.00	15.00	0.00	0.00
31/10/2022	Interest	0.00	0.00	1,880.75	1,880.75
31/10/2022	Interest	0.00	1,880.75	0.00	0.00
21/11/2022	La Trobe Financial Pay Repayment	0.00	0.00	2,143.00	2,143.00
21/11/2022	La Trobe Financial Pay Repayment	0.00	2,143.00	0.00	0.00
30/11/2022	Account Service Fee	0.00	0.00	15.00	15.00
30/11/2022	Account Service Fee	0.00	15.00	0.00	0.00
30/11/2022	Interest	0.00	0.00	1,886.28	1,886.28
30/11/2022	Interest	0.00	1,886.28	0.00	0.00
20/12/2022	La Trobe Financial Pay Repayment	0.00	0.00	2,198.00	2,198.00
20/12/2022	La Trobe Financial Pay Repayment	0.00	2,198.00	0.00	0.00
31/12/2022	Account Service Fee	0.00	0.00	15.00	15.00
31/12/2022	Account Service Fee	0.00	15.00	0.00	0.00
31/12/2022	Interest	0.00	0.00	1,989.72	1,989.72
31/12/2022	Interest	0.00	1,989.72	0.00	0.00
20/01/2023	La Trobe Financial Pay Repayment	0.00	0.00	2,238.00	2,238.00
20/01/2023	La Trobe Financial Pay Repayment	0.00	2,238.00	0.00	0.00
31/01/2023	Account Service Fee	0.00	0.00	15.00	15.00
31/01/2023	Account Service Fee	0.00	15.00	0.00	0.00
31/01/2023	Interest	0.00	0.00	2,006.97	2,006.97



Date	Description	Quantity	Debits	Credits	Balance
31/01/2023	Interest	0.00	2,006.97	0.00	0.00
01/02/2023	Renegotiation Fee	0.00	0.00	400.00	400.00
01/02/2023	Renegotiation Fee	0.00	400.00	0.00	0.00
20/02/2023	La Trobe Financial Pay Repayment	0.00	0.00	1,818.28	1,818.28
20/02/2023	La Trobe Financial Pay Repayment	0.00	1,818.28	0.00	0.00
28/02/2023	Account Service Fee	0.00	0.00	15.00	15.00
28/02/2023	Account Service Fee	0.00	15.00	0.00	0.00
28/02/2023	Interest	0.00	0.00	1,319.73	1,319.73
28/02/2023	Interest	0.00	1,319.73	0.00	0.00
20/03/2023	La Trobe Financial Pay Repayment	0.00	0.00	1,818.28	1,818.28
20/03/2023	La Trobe Financial Pay Repayment	0.00	1,818.28	0.00	0.00
31/03/2023	Account Service Fee	0.00	0.00	15.00	15.00
31/03/2023	Account Service Fee	0.00	15.00	0.00	0.00
31/03/2023	Interest	0.00	0.00	1,510.35	1,510.35
31/03/2023	Interest	0.00	1,510.35	0.00	0.00
20/04/2023	La Trobe Financial Pay Repayment	0.00	0.00	1,869.00	1,869.00
20/04/2023	La Trobe Financial Pay Repayment	0.00	1,869.00	0.00	0.00
30/04/2023	Account Service Fee	0.00	0.00	15.00	15.00
30/04/2023	Account Service Fee	0.00	15.00	0.00	0.00
30/04/2023	Interest	0.00	0.00	1,474.89	1,474.89

Date	Description	Quantity	Debits	Credits	Balance
30/04/2023	Interest	0.00	1,474.89	0.00	0.00
22/05/2023	La Trobe Financial Pay Repayment	0.00	0.00	1,869.00	1,869.00
22/05/2023	La Trobe Financial Pay Repayment	0.00	1,869.00	0.00	0.00
31/05/2023	Account Service Fee	0.00	0.00	15.00	15.00
31/05/2023	Account Service Fee	0.00	15.00	0.00	0.00
31/05/2023	Interest	0.00	0.00	1,564.63	1,564.63
31/05/2023	Interest	0.00	1,564.63	0.00	0.00
20/06/2023	La Trobe Financial Pay Repayment	0.00	0.00	1,905.00	1,905.00
20/06/2023	La Trobe Financial Pay Repayment	0.00	1,905.00	0.00	0.00
30/06/2023	Account Service Fee	0.00	0.00	15.00	15.00
30/06/2023	Account Service Fee	0.00	15.00	0.00	0.00
30/06/2023	Interest	0.00	0.00	1,568.33	1,568.33
30/06/2023	Interest	0.00	1,568.33	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Investment Income Receivable / Interest / Cash At Bank / Macquarie Cash Management Account</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
29/07/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	0.20	0.20
29/07/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.20	0.00	0.00
31/08/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	0.48	0.48
31/08/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.48	0.00	0.00



Date	Description	Quantity	Debits	Credits	Balance
30/09/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	0.81	0.81
30/09/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.81	0.00	0.00
31/10/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	3.23	3.23
31/10/2022	MACQUARIE CMA INTEREST PAID*	0.00	3.23	0.00	0.00
30/11/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	4.84	4.84
30/11/2022	MACQUARIE CMA INTEREST PAID*	0.00	4.84	0.00	0.00
30/12/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	19.67	19.67
30/12/2022	MACQUARIE CMA INTEREST PAID*	0.00	19.67	0.00	0.00
31/01/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	22.89	22.89
31/01/2023	MACQUARIE CMA INTEREST PAID*	0.00	22.89	0.00	0.00
28/02/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	5.69	5.69
28/02/2023	MACQUARIE CMA INTEREST PAID*	0.00	5.69	0.00	0.00
31/03/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	5.05	5.05
31/03/2023	MACQUARIE CMA INTEREST PAID*	0.00	5.05	0.00	0.00
28/04/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	4.91	4.91
28/04/2023	MACQUARIE CMA INTEREST PAID*	0.00	4.91	0.00	0.00
31/05/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	5.99	5.99
31/05/2023	MACQUARIE CMA INTEREST PAID*	0.00	5.99	0.00	0.00
30/06/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	5.14	5.14
30/06/2023	MACQUARIE CMA INTEREST PAID*	0.00	5.14	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Investment Income Receivable / Other Rental Related Income / Direct Property / L649 Glorious Promenade Redbank Plains</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Utility - Water Usage	0.00	0.00	462.62	462.62
30/06/2023	Utility - Water Usage	0.00	462.62	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Investment Income Receivable / Rent / Direct Property / L649 Glorious Promenade Redbank Plains</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
07/07/2022	Rental Income/Disbursements Received	0.00	0.00	480.18	480.18
19/07/2022	Rental Income/Disbursements Received	0.00	0.00	587.18	1,067.36
27/07/2022	Rental Income/Disbursements Received	0.00	0.00	80.55	1,147.91
02/08/2022	Rental Income/Disbursements Received	0.00	0.00	609.18	1,757.09
16/08/2022	Rental Income/Disbursements Received	0.00	0.00	609.18	2,366.27
30/08/2022	Rental Income/Disbursements Received	0.00	0.00	69.80	2,436.07
30/08/2022	Rental Income/Disbursements Received	0.00	0.00	609.18	3,045.25
13/09/2022	Rental Income/Disbursements Received	0.00	0.00	609.18	3,654.43
30/09/2022	Rental Income/Disbursements Received	0.00	0.00	609.18	4,263.61
12/10/2022	Rental Income/Disbursements Received	0.00	0.00	609.18	4,872.79
25/10/2022	Rental Income/Disbursements Received	0.00	0.00	609.18	5,481.97
08/11/2022	Rental Income/Disbursements Received	0.00	0.00	609.18	6,091.15

Date	Description	Quantity	Debits	Credits	Balance
22/11/2022	Rental Income/Disbursements Received	0.00	0.00	609.18	6,700.33
07/12/2022	Rental Income/Disbursements Received	0.00	0.00	417.18	7,117.51
12/12/2022	Rental Income/Disbursements Received	0.00	0.00	79.10	7,196.61
20/12/2022	Rental Income/Disbursements Received	0.00	0.00	609.18	7,805.79
04/01/2023	Rental Income/Disbursements Received	0.00	0.00	609.18	8,414.97
17/01/2023	Rental Income/Disbursements Received	0.00	0.00	609.18	9,024.15
31/01/2023	Rental Income/Disbursements Received	0.00	0.00	609.18	9,633.33
17/02/2023	Rental Income/Disbursements Received	0.00	0.00	609.18	10,242.51
01/03/2023	Rental Income/Disbursements Received	0.00	0.00	609.18	10,851.69
09/03/2023	Rental Income/Disbursements Received	0.00	0.00	104.09	10,955.78
14/03/2023	Rental Income/Disbursements Received	0.00	0.00	609.18	11,564.96
22/03/2023	Rental Income/Disbursements Received	0.00	0.00	0.01	11,564.97
30/03/2023	Rental Income/Disbursements Received	0.00	0.00	609.18	12,174.15
12/04/2023	Rental Income/Disbursements Received	0.00	0.00	609.18	12,783.33
26/04/2023	Rental Income/Disbursements Received	0.00	0.00	609.18	13,392.51
09/05/2023	Rental Income/Disbursements Received	0.00	0.00	609.18	14,001.69
17/05/2023	Rental Income/Disbursements Received	0.00	0.00	129.08	14,130.77
23/05/2023	Rental Income/Disbursements Received	0.00	0.00	609.18	14,739.95
06/06/2023	Rental Income/Disbursements Received	0.00	0.00	609.18	15,349.13
20/06/2023	Rental Income/Disbursements Received	0.00	0.00	609.18	15,958.31

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Rental Income/Disbursements Received	0.00	462.62	0.00	15,495.69
30/06/2023	Rental Statement 2023	0.00	15,495.69	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Member Income Receivable / Rollovers In / Ms Jennifer Browne</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
06/10/2022	Rollover In	0.00	1,945.68	0.00	1,945.68
06/10/2022	RolloverIn Received	0.00	0.00	1,945.68	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Member Income Receivable / Contributions / Ms Jennifer Browne</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
13/07/2022	Contribution Received	0.00	0.00	400.00	400.00
13/07/2022	JENNIFER BROWNE to cover mortgage	0.00	400.00	0.00	0.00
16/08/2022	Contribution Allocation	0.00	496.10	0.00	496.10
16/08/2022	Contribution Received	0.00	0.00	496.10	0.00
18/08/2022	Contribution Received	0.00	0.00	700.00	700.00
18/08/2022	JENNIFER BROWNE to cover mortgage	0.00	700.00	0.00	0.00
07/09/2022	Contribution Allocation	0.00	246.39	0.00	246.39
07/09/2022	Contribution Received	0.00	0.00	246.39	0.00
15/09/2022	Contribution Received	0.00	0.00	1,181.65	1,181.65
15/09/2022	QUICKSUPER QUICKSPR3299528180	0.00	1,181.65	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
14/10/2022	Contribution Received	0.00	0.00	735.32	735.32
14/10/2022	QUICKSUPER QUICKSPR3322157825	0.00	735.32	0.00	0.00
15/11/2022	Contribution Received	0.00	0.00	815.32	815.32
15/11/2022	QUICKSUPER QUICKSPR3346515063	0.00	815.32	0.00	0.00
08/12/2022	Contribution Allocation	0.00	284.57	0.00	284.57
08/12/2022	Contribution Received	0.00	0.00	284.57	0.00
15/12/2022	Contribution Received	0.00	0.00	2,500.00	2,500.00
15/12/2022	QUICKSUPER QUICKSPR3368840767	0.00	2,500.00	0.00	0.00
17/01/2023	Contribution Received	0.00	0.00	840.32	840.32
17/01/2023	QUICKSUPER QUICKSPR3389922418	0.00	840.32	0.00	0.00
15/02/2023	Contribution Received	0.00	0.00	845.31	845.31
15/02/2023	QUICKSUPER QUICKSPR3410723010	0.00	845.31	0.00	0.00
15/03/2023	Contribution Received	0.00	0.00	681.48	681.48
15/03/2023	QUICKSUPER QUICKSPR3431516136	0.00	681.48	0.00	0.00
17/04/2023	Contribution Received	0.00	0.00	681.48	681.48
17/04/2023	QUICKSUPER QUICKSPR3455253157	0.00	681.48	0.00	0.00
16/05/2023	Contribution Received	0.00	0.00	686.67	686.67
16/05/2023	QUICKSUPER QUICKSPR3477696855	0.00	686.67	0.00	0.00
15/06/2023	Contribution Received	0.00	0.00	877.80	877.80
15/06/2023	QUICKSUPER QUICKSPR3500525641	0.00	877.80	0.00	0.00



Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Contribution Allocation	0.00	777.00	0.00	777.00
30/06/2023	Contribution Allocation	0.00	2,145.00	0.00	2,922.00
30/06/2023	Contribution Received	0.00	0.00	259.00	2,663.00
30/06/2023	Contribution Received	0.00	0.00	259.00	2,404.00
30/06/2023	Contribution Received	0.00	0.00	259.00	2,145.00
30/06/2023	Contribution Received	0.00	0.00	495.00	1,650.00
30/06/2023	Contribution Received	0.00	0.00	1,650.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Assets - Receivables / Sundry Debtors / ATO Interest Payments</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
06/12/2022	ATO ATO004000017273556	0.00	0.00	1.06	1.06
06/12/2022	ATO ATO004000017273556	0.00	1.06	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Accountancy Fee</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Accountancy Fee	0.00	0.00	1,650.00	1,650.00
30/06/2023	Accountancy Fee	0.00	1,650.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / ASIC Fee</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
09/01/2023	BPAY TO ASIC	0.00	0.00	288.00	288.00
09/01/2023	BPAY TO ASIC	0.00	288.00	0.00	0.00
26/06/2023	BPAY TO ASIC	0.00	0.00	59.00	59.00
26/06/2023	BPAY TO ASIC	0.00	59.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Auditor Fee</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	Fund General Expense	0.00	0.00	495.00	495.00
30/06/2023	Fund General Expense	0.00	495.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Limited Recourse Borrowing Arrangement / La Trobe Loan Financial</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
29/07/2022	Insurance Confirmation Fee	0.00	0.00	25.00	25.00
29/07/2022	Insurance Confirmation Fee	0.00	25.00	0.00	0.00
31/07/2022	Account Service Fee	0.00	0.00	15.00	15.00
31/07/2022	Account Service Fee	0.00	15.00	0.00	0.00
11/08/2022	Packet Review Fee	0.00	0.00	300.00	300.00
11/08/2022	Packet Review Fee	0.00	300.00	0.00	0.00
31/08/2022	Account Service Fee	0.00	0.00	15.00	15.00
31/08/2022	Account Service Fee	0.00	15.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/09/2022	Account Service Fee	0.00	0.00	15.00	15.00
30/09/2022	Account Service Fee	0.00	15.00	0.00	0.00
31/10/2022	Account Service Fee	0.00	0.00	15.00	15.00
31/10/2022	Account Service Fee	0.00	15.00	0.00	0.00
30/11/2022	Account Service Fee	0.00	0.00	15.00	15.00
30/11/2022	Account Service Fee	0.00	15.00	0.00	0.00
31/12/2022	Account Service Fee	0.00	0.00	15.00	15.00
31/12/2022	Account Service Fee	0.00	15.00	0.00	0.00
31/01/2023	Account Service Fee	0.00	0.00	15.00	15.00
31/01/2023	Account Service Fee	0.00	15.00	0.00	0.00
28/02/2023	Account Service Fee	0.00	0.00	15.00	15.00
28/02/2023	Account Service Fee	0.00	15.00	0.00	0.00
31/03/2023	Account Service Fee	0.00	0.00	15.00	15.00
31/03/2023	Account Service Fee	0.00	15.00	0.00	0.00
30/04/2023	Account Service Fee	0.00	0.00	15.00	15.00
30/04/2023	Account Service Fee	0.00	15.00	0.00	0.00
31/05/2023	Account Service Fee	0.00	0.00	15.00	15.00
31/05/2023	Account Service Fee	0.00	15.00	0.00	0.00
30/06/2023	Account Service Fee	0.00	0.00	15.00	15.00
30/06/2023	Account Service Fee	0.00	15.00	0.00	0.00



Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Interest Paid / Limited Recourse Borrowing Arrangement / La Trobe Loan Financial</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
31/07/2022	Interest	0.00	0.00	1,630.24	1,630.24
31/07/2022	Interest	0.00	1,630.24	0.00	0.00
31/08/2022	Interest	0.00	0.00	1,729.47	1,729.47
31/08/2022	Interest	0.00	1,729.47	0.00	0.00
30/09/2022	Interest	0.00	0.00	1,753.86	1,753.86
30/09/2022	Interest	0.00	1,753.86	0.00	0.00
31/10/2022	Interest	0.00	0.00	1,880.75	1,880.75
31/10/2022	Interest	0.00	1,880.75	0.00	0.00
30/11/2022	Interest	0.00	0.00	1,886.28	1,886.28
30/11/2022	Interest	0.00	1,886.28	0.00	0.00
31/12/2022	Interest	0.00	0.00	1,989.72	1,989.72
31/12/2022	Interest	0.00	1,989.72	0.00	0.00
31/01/2023	Interest	0.00	0.00	2,006.97	2,006.97
31/01/2023	Interest	0.00	2,006.97	0.00	0.00
28/02/2023	Interest	0.00	0.00	1,319.73	1,319.73
28/02/2023	Interest	0.00	1,319.73	0.00	0.00
31/03/2023	Interest	0.00	0.00	1,510.35	1,510.35

Date	Description	Quantity	Debits	Credits	Balance
31/03/2023	Interest	0.00	1,510.35	0.00	0.00
30/04/2023	Interest	0.00	0.00	1,474.89	1,474.89
30/04/2023	Interest	0.00	1,474.89	0.00	0.00
31/05/2023	Interest	0.00	0.00	1,564.63	1,564.63
31/05/2023	Interest	0.00	1,564.63	0.00	0.00
30/06/2023	Interest	0.00	0.00	1,568.33	1,568.33
30/06/2023	Interest	0.00	1,568.33	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Property Expenses / Council Rates / Direct Property / L649 Glorious Promenade Redbank Plains</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
16/08/2022	Council rates	0.00	0.00	496.10	496.10
16/08/2022	Council rates	0.00	496.10	0.00	0.00
24/02/2023	TRANSACT FUNDS TFR TO JENNIFER BROWNE	0.00	0.00	992.20	992.20
24/02/2023	TRANSACT FUNDS TFR TO JENNIFER BROWNE	0.00	992.20	0.00	0.00
15/05/2023	BPAY TO IPSWICH CITY COUNCIL	0.00	0.00	496.10	496.10
15/05/2023	BPAY TO IPSWICH CITY COUNCIL	0.00	496.10	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Property Expenses / Insurance Premium / Direct Property / L649 Glorious Promenade Redbank Plains</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
08/07/2022	RACV INSURANCE HOM533444851220708	0.00	0.00	105.89	105.89
08/07/2022	RACV INSURANCE HOM533444851220708	0.00	105.89	0.00	0.00
08/08/2022	RACV INSURANCE HOM533444851220808	0.00	0.00	104.55	104.55
08/08/2022	RACV INSURANCE HOM533444851220808	0.00	104.55	0.00	0.00
08/09/2022	RACV INSURANCE HOM533444851220908	0.00	0.00	104.55	104.55
08/09/2022	RACV INSURANCE HOM533444851220908	0.00	104.55	0.00	0.00
10/10/2022	RACV INSURANCE HOM533444851221008	0.00	0.00	104.55	104.55
10/10/2022	RACV INSURANCE HOM533444851221008	0.00	104.55	0.00	0.00
08/11/2022	RACV INSURANCE HOM533444851221108	0.00	0.00	104.55	104.55
08/11/2022	RACV INSURANCE HOM533444851221108	0.00	104.55	0.00	0.00
08/12/2022	RACV INSURANCE HOM533444851221208	0.00	0.00	104.43	104.43
08/12/2022	RACV INSURANCE HOM533444851221208	0.00	104.43	0.00	0.00
09/01/2023	RACV INSURANCE HOM533444851230108	0.00	0.00	104.43	104.43
09/01/2023	RACV INSURANCE HOM533444851230108	0.00	104.43	0.00	0.00
08/02/2023	RACV INSURANCE HOM533444851230208	0.00	0.00	104.43	104.43
08/02/2023	RACV INSURANCE HOM533444851230208	0.00	104.43	0.00	0.00
08/03/2023	RACV INSURANCE HOM533444851230308	0.00	0.00	104.43	104.43
08/03/2023	RACV INSURANCE HOM533444851230308	0.00	104.43	0.00	0.00
11/04/2023	RACV INSURANCE HOM533444851230408	0.00	0.00	104.43	104.43
11/04/2023	RACV INSURANCE HOM533444851230408	0.00	104.43	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
08/05/2023	RACV INSURANCE HOM533444851230508	0.00	0.00	104.43	104.43
08/05/2023	RACV INSURANCE HOM533444851230508	0.00	104.43	0.00	0.00
08/06/2023	RACV INSURANCE HOM533444851230608	0.00	0.00	104.43	104.43
08/06/2023	RACV INSURANCE HOM533444851230608	0.00	104.43	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Property Expenses / Water Rates / Direct Property / L649 Glorious Promenade Redbank Plains</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
07/09/2022	General Investment Expense	0.00	0.00	246.39	246.39
07/09/2022	General Investment Expense	0.00	246.39	0.00	0.00
08/12/2022	General Investment Expense	0.00	0.00	284.57	284.57
08/12/2022	General Investment Expense	0.00	284.57	0.00	0.00
24/02/2023	BPAY TO URBAN UTILITIES	0.00	0.00	316.56	316.56
24/02/2023	BPAY TO URBAN UTILITIES	0.00	316.56	0.00	0.00
07/06/2023	BPAY TO URBAN UTILITIES	0.00	0.00	343.89	343.89
07/06/2023	BPAY TO URBAN UTILITIES	0.00	343.89	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Other Creditors and Accruals / Sundry</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
01/02/2023	Renegotiation Fee	0.00	0.00	400.00	400.00
01/02/2023	Renegotiation Fee	0.00	400.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Borrowings / Limited Recourse Borrowing Arrangement / La Trobe Loan Financial</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	232,634.54
20/07/2022	La Trobe Financial Quick Pay Repayment	0.00	1,872.00	0.00	230,762.54
29/07/2022	Insurance Confirmation Fee	0.00	0.00	50.00	230,812.54
29/07/2022	Insurance Confirmation Fee	0.00	25.00	0.00	230,787.54
31/07/2022	Account Service Fee	0.00	0.00	15.00	230,802.54
31/07/2022	Interest	0.00	0.00	1,630.24	232,432.78
11/08/2022	Packet Review Fee	0.00	0.00	300.00	232,732.78
22/08/2022	La Trobe Financial Quick Pay Repayment	0.00	1,947.00	0.00	230,785.78
31/08/2022	Account Service Fee	0.00	0.00	15.00	230,800.78
31/08/2022	Interest	0.00	0.00	1,729.47	232,530.25
20/09/2022	La Trobe Financial Pay Repayment	0.00	2,024.00	0.00	230,506.25
30/09/2022	Account Service Fee	0.00	0.00	15.00	230,521.25
30/09/2022	Interest	0.00	0.00	1,753.86	232,275.11
20/10/2022	La Trobe Financial Pay Repayment	0.00	2,104.00	0.00	230,171.11
31/10/2022	Account Service Fee	0.00	0.00	15.00	230,186.11
31/10/2022	Interest	0.00	0.00	1,880.75	232,066.86
21/11/2022	La Trobe Financial Pay Repayment	0.00	2,143.00	0.00	229,923.86
30/11/2022	Account Service Fee	0.00	0.00	15.00	229,938.86

Date	Description	Quantity	Debits	Credits	Balance
30/11/2022	Interest	0.00	0.00	1,886.28	231,825.14
20/12/2022	La Trobe Financial Pay Repayment	0.00	2,198.00	0.00	229,627.14
31/12/2022	Account Service Fee	0.00	0.00	15.00	229,642.14
31/12/2022	Interest	0.00	0.00	1,989.72	231,631.86
20/01/2023	La Trobe Financial Pay Repayment	0.00	2,238.00	0.00	229,393.86
31/01/2023	Account Service Fee	0.00	0.00	15.00	229,408.86
31/01/2023	Interest	0.00	0.00	2,006.97	231,415.83
01/02/2023	Renegotiation Fee	0.00	0.00	400.00	231,815.83
20/02/2023	La Trobe Financial Pay Repayment	0.00	1,818.28	0.00	229,997.55
28/02/2023	Account Service Fee	0.00	0.00	15.00	230,012.55
28/02/2023	Interest	0.00	0.00	1,319.73	231,332.28
20/03/2023	La Trobe Financial Pay Repayment	0.00	1,818.28	0.00	229,514.00
31/03/2023	Account Service Fee	0.00	0.00	15.00	229,529.00
31/03/2023	Interest	0.00	0.00	1,510.35	231,039.35
20/04/2023	La Trobe Financial Pay Repayment	0.00	1,869.00	0.00	229,170.35
30/04/2023	Account Service Fee	0.00	0.00	15.00	229,185.35
30/04/2023	Interest	0.00	0.00	1,474.89	230,660.24
22/05/2023	La Trobe Financial Pay Repayment	0.00	1,869.00	0.00	228,791.24
31/05/2023	Account Service Fee	0.00	0.00	15.00	228,806.24
31/05/2023	Interest	0.00	0.00	1,564.63	230,370.87



Date	Description	Quantity	Debits	Credits	Balance
20/06/2023	La Trobe Financial Pay Repayment	0.00	1,905.00	0.00	228,465.87
30/06/2023	Account Service Fee	0.00	0.00	15.00	228,480.87
30/06/2023	Interest	0.00	0.00	1,568.33	230,049.20
30/06/2023	Closing Balance	0.00	0.00	0.00	230,049.20
<b>Income Tax Suspense</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
30/06/2023	2020 Income Tax	0.00	0.00	259.00	259.00
30/06/2023	2020 Income Tax	0.00	259.00	0.00	0.00
30/06/2023	2021 Income Tax	0.00	0.00	259.00	259.00
30/06/2023	2021 Income Tax	0.00	259.00	0.00	0.00
30/06/2023	2022 Income tax	0.00	0.00	259.00	259.00
30/06/2023	2022 Income tax	0.00	259.00	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Income Tax Payable / Provision for Income Tax</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
15/09/2022	Tax Effect Of Income	0.00	0.00	177.25	177.25
14/10/2022	Tax Effect Of Income	0.00	0.00	110.30	287.55
15/11/2022	Tax Effect Of Income	0.00	0.00	122.30	409.85
15/12/2022	Tax Effect Of Income	0.00	0.00	375.00	784.85
17/01/2023	Tax Effect Of Income	0.00	0.00	126.05	910.90

Date	Description	Quantity	Debits	Credits	Balance
15/02/2023	Tax Effect Of Income	0.00	0.00	126.80	1,037.70
15/03/2023	Tax Effect Of Income	0.00	0.00	102.22	1,139.92
17/04/2023	Tax Effect Of Income	0.00	0.00	102.22	1,242.14
16/05/2023	Tax Effect Of Income	0.00	0.00	103.00	1,345.14
15/06/2023	Tax Effect Of Income	0.00	0.00	131.67	1,476.81
30/06/2023	Tax Effect Of Income	0.00	1,476.81	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00
<b>Fund Suspense / Macquarie Cash Management Account</b>					
01/07/2022	Opening Balance	0.00	0.00	0.00	0.00
07/07/2022	Zai LREQ 29 Glorious P	0.00	0.00	480.18	480.18
07/07/2022	Zai LREQ 29 Glorious P	0.00	480.18	0.00	0.00
08/07/2022	RACV INSURANCE HOM533444851220708	0.00	0.00	105.89	105.89
08/07/2022	RACV INSURANCE HOM533444851220708	0.00	105.89	0.00	0.00
13/07/2022	JENNIFER BROWNE to cover mortgage	0.00	0.00	400.00	400.00
13/07/2022	JENNIFER BROWNE to cover mortgage	0.00	400.00	0.00	0.00
19/07/2022	Zai LREQ 29 Glorious P	0.00	0.00	587.18	587.18
19/07/2022	Zai LREQ 29 Glorious P	0.00	587.18	0.00	0.00
20/07/2022	LaTrobeFinancial Repay 40 309 935 6	0.00	0.00	1,872.00	1,872.00
20/07/2022	LaTrobeFinancial Repay 40 309 935 6	0.00	1,872.00	0.00	0.00
27/07/2022	Zai LREQ 29 Glorious P	0.00	0.00	80.55	80.55



Date	Description	Quantity	Debits	Credits	Balance
27/07/2022	Zai LREQ 29 Glorious P	0.00	80.55	0.00	0.00
29/07/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	0.20	0.20
29/07/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.20	0.00	0.00
02/08/2022	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
02/08/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
08/08/2022	RACV INSURANCE HOM533444851220808	0.00	0.00	104.55	104.55
08/08/2022	RACV INSURANCE HOM533444851220808	0.00	104.55	0.00	0.00
16/08/2022	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
16/08/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
18/08/2022	JENNIFER BROWNE to cover mortgage	0.00	0.00	700.00	700.00
18/08/2022	JENNIFER BROWNE to cover mortgage	0.00	700.00	0.00	0.00
22/08/2022	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	1,947.00	1,947.00
22/08/2022	LaTrobeFinancial Repay 40 308 935 6	0.00	1,947.00	0.00	0.00
30/08/2022	Zai LREQ 29 Glorious P	0.00	0.00	69.80	69.80
30/08/2022	Zai LREQ 29 Glorious P	0.00	0.00	609.18	678.98
30/08/2022	Zai LREQ 29 Glorious P	0.00	69.80	0.00	609.18
30/08/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
31/08/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	0.48	0.48
31/08/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.48	0.00	0.00
08/09/2022	RACV INSURANCE HOM533444851220908	0.00	0.00	104.55	104.55

Date	Description	Quantity	Debits	Credits	Balance
08/09/2022	RACV INSURANCE HOM533444851220908	0.00	104.55	0.00	0.00
13/09/2022	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
13/09/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
15/09/2022	QUICKSUPER QUICKSPR3299528180	0.00	0.00	1,181.65	1,181.65
15/09/2022	QUICKSUPER QUICKSPR3299528180	0.00	1,181.65	0.00	0.00
20/09/2022	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	2,024.00	2,024.00
20/09/2022	LaTrobeFinancial Repay 40 308 935 6	0.00	2,024.00	0.00	0.00
30/09/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	0.81	0.81
30/09/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.81	0.00	0.00
30/09/2022	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
30/09/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
06/10/2022	AUSTRALIANSUPER 800000001761150252	0.00	0.00	1,945.68	1,945.68
06/10/2022	AUSTRALIANSUPER 800000001761150252	0.00	1,945.68	0.00	0.00
10/10/2022	RACV INSURANCE HOM533444851221008	0.00	0.00	104.55	104.55
10/10/2022	RACV INSURANCE HOM533444851221008	0.00	104.55	0.00	0.00
12/10/2022	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
12/10/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
14/10/2022	QUICKSUPER QUICKSPR3322157825	0.00	0.00	735.32	735.32
14/10/2022	QUICKSUPER QUICKSPR3322157825	0.00	735.32	0.00	0.00
20/10/2022	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	2,104.00	2,104.00

Date	Description	Quantity	Debits	Credits	Balance
20/10/2022	LaTrobeFinancial Repay 40 308 935 6	0.00	2,104.00	0.00	0.00
25/10/2022	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
25/10/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
31/10/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	3.23	3.23
31/10/2022	MACQUARIE CMA INTEREST PAID*	0.00	3.23	0.00	0.00
08/11/2022	RACV INSURANCE HOM533444851221108	0.00	0.00	104.55	104.55
08/11/2022	RACV INSURANCE HOM533444851221108	0.00	104.55	0.00	0.00
08/11/2022	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
08/11/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
15/11/2022	QUICKSUPER QUICKSPR3346515063	0.00	0.00	815.32	815.32
15/11/2022	QUICKSUPER QUICKSPR3346515063	0.00	815.32	0.00	0.00
21/11/2022	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	2,143.00	2,143.00
21/11/2022	LaTrobeFinancial Repay 40 308 935 6	0.00	2,143.00	0.00	0.00
22/11/2022	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
22/11/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
29/11/2022	JENNIFER MICHELL SMSF money	0.00	0.00	9,169.00	9,169.00
30/11/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	4.84	9,173.84
30/11/2022	MACQUARIE CMA INTEREST PAID*	0.00	4.84	0.00	9,169.00
06/12/2022	ATO ATO004000017273556	0.00	0.00	1.06	9,170.06
06/12/2022	ATO ATO004000017273556	0.00	1.06	0.00	9,169.00

Date	Description	Quantity	Debits	Credits	Balance
07/12/2022	Zai LREQ 29 Glorious P	0.00	0.00	417.18	9,586.18
07/12/2022	Zai LREQ 29 Glorious P	0.00	417.18	0.00	9,169.00
08/12/2022	RACV INSURANCE HOM533444851221208	0.00	0.00	104.43	9,273.43
08/12/2022	RACV INSURANCE HOM533444851221208	0.00	104.43	0.00	9,169.00
12/12/2022	Zai LREQ 29 Glorious P	0.00	0.00	79.10	9,248.10
12/12/2022	Zai LREQ 29 Glorious P	0.00	79.10	0.00	9,169.00
15/12/2022	QUICKSUPER QUICKSPR3368840767	0.00	0.00	2,500.00	11,669.00
15/12/2022	QUICKSUPER QUICKSPR3368840767	0.00	2,500.00	0.00	9,169.00
20/12/2022	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	2,198.00	11,367.00
20/12/2022	LaTrobeFinancial Repay 40 308 935 6	0.00	2,198.00	0.00	9,169.00
20/12/2022	Zai LREQ 29 Glorious P	0.00	0.00	609.18	9,778.18
20/12/2022	Zai LREQ 29 Glorious P	0.00	609.18	0.00	9,169.00
30/12/2022	MACQUARIE CMA INTEREST PAID*	0.00	0.00	19.67	9,188.67
30/12/2022	MACQUARIE CMA INTEREST PAID*	0.00	19.67	0.00	9,169.00
04/01/2023	Zai LREQ 29 Glorious P	0.00	0.00	609.18	9,778.18
04/01/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	9,169.00
09/01/2023	BPAY TO ASIC	0.00	0.00	288.00	9,457.00
09/01/2023	BPAY TO ASIC	0.00	288.00	0.00	9,169.00
09/01/2023	RACV INSURANCE HOM533444851230108	0.00	0.00	104.43	9,273.43
09/01/2023	RACV INSURANCE HOM533444851230108	0.00	104.43	0.00	9,169.00

Date	Description	Quantity	Debits	Credits	Balance
17/01/2023	QUICKSUPER QUICKSPR3389922418	0.00	0.00	840.32	10,009.32
17/01/2023	QUICKSUPER QUICKSPR3389922418	0.00	840.32	0.00	9,169.00
17/01/2023	Zai LREQ 29 Glorious P	0.00	0.00	609.18	9,778.18
17/01/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	9,169.00
20/01/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	2,238.00	11,407.00
20/01/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	2,238.00	0.00	9,169.00
31/01/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	22.89	9,191.89
31/01/2023	MACQUARIE CMA INTEREST PAID*	0.00	22.89	0.00	9,169.00
31/01/2023	Zai LREQ 29 Glorious P	0.00	0.00	609.18	9,778.18
31/01/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	9,169.00
01/02/2023	JENNIFER MICHELL SMSF money	0.00	2,000.00	0.00	7,169.00
01/02/2023	JENNIFER MICHELL SMSF money	0.00	2,169.00	0.00	5,000.00
01/02/2023	JENNIFER MICHELL SMSF money	0.00	5,000.00	0.00	0.00
01/02/2023	TRANSACT FUNDS TFR TO JENNIFER BROWNE	0.00	0.00	2,000.00	2,000.00
01/02/2023	TRANSACT FUNDS TFR TO JENNIFER BROWNE	0.00	0.00	2,169.00	4,169.00
01/02/2023	TRANSACT FUNDS TFR TO JENNIFER BROWNE	0.00	0.00	5,000.00	9,169.00
01/02/2023	TRANSACT FUNDS TFR TO JENNIFER BROWNE	0.00	2,000.00	0.00	7,169.00
01/02/2023	TRANSACT FUNDS TFR TO JENNIFER BROWNE	0.00	2,169.00	0.00	5,000.00



Date	Description	Quantity	Debits	Credits	Balance
01/02/2023	TRANSACT FUNDS TFR TO JENNIFER BROWNE	0.00	5,000.00	0.00	0.00
08/02/2023	RACV INSURANCE HOM533444851230208	0.00	0.00	104.43	104.43
08/02/2023	RACV INSURANCE HOM533444851230208	0.00	104.43	0.00	0.00
15/02/2023	QUICKSUPER QUICKSPR3410723010	0.00	0.00	845.31	845.31
15/02/2023	QUICKSUPER QUICKSPR3410723010	0.00	845.31	0.00	0.00
17/02/2023	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
17/02/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
20/02/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	1,818.28	1,818.28
20/02/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	1,818.28	0.00	0.00
24/02/2023	BPAY TO URBAN UTILITIES	0.00	0.00	316.56	316.56
24/02/2023	BPAY TO URBAN UTILITIES	0.00	316.56	0.00	0.00
24/02/2023	TRANSACT FUNDS TFR TO JENNIFER BROWNE	0.00	0.00	992.20	992.20
24/02/2023	TRANSACT FUNDS TFR TO JENNIFER BROWNE	0.00	992.20	0.00	0.00
28/02/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	5.69	5.69
28/02/2023	MACQUARIE CMA INTEREST PAID*	0.00	5.69	0.00	0.00
01/03/2023	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
01/03/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
08/03/2023	RACV INSURANCE HOM533444851230308	0.00	0.00	104.43	104.43
08/03/2023	RACV INSURANCE HOM533444851230308	0.00	104.43	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
09/03/2023	Zai LREQ 29 Glorious P	0.00	0.00	104.09	104.09
09/03/2023	Zai LREQ 29 Glorious P	0.00	104.09	0.00	0.00
14/03/2023	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
14/03/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
15/03/2023	QUICKSUPER QUICKSPR3431516136	0.00	0.00	681.48	681.48
15/03/2023	QUICKSUPER QUICKSPR3431516136	0.00	681.48	0.00	0.00
20/03/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	1,818.28	1,818.28
20/03/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	1,818.28	0.00	0.00
22/03/2023	Zai LREQ 29 Glorious P	0.00	0.00	0.01	0.01
22/03/2023	Zai LREQ 29 Glorious P	0.00	0.01	0.00	0.00
30/03/2023	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
30/03/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
31/03/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	5.05	5.05
31/03/2023	MACQUARIE CMA INTEREST PAID*	0.00	5.05	0.00	0.00
11/04/2023	RACV INSURANCE HOM533444851230408	0.00	0.00	104.43	104.43
11/04/2023	RACV INSURANCE HOM533444851230408	0.00	104.43	0.00	0.00
12/04/2023	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
12/04/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
17/04/2023	QUICKSUPER QUICKSPR3455253157	0.00	0.00	681.48	681.48
17/04/2023	QUICKSUPER QUICKSPR3455253157	0.00	681.48	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
20/04/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	1,869.00	1,869.00
20/04/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	1,869.00	0.00	0.00
26/04/2023	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
26/04/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
28/04/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	4.91	4.91
28/04/2023	MACQUARIE CMA INTEREST PAID*	0.00	4.91	0.00	0.00
08/05/2023	RACV INSURANCE HOM533444851230508	0.00	0.00	104.43	104.43
08/05/2023	RACV INSURANCE HOM533444851230508	0.00	104.43	0.00	0.00
09/05/2023	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
09/05/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
15/05/2023	BPAY TO IPSWICH CITY COUNCIL	0.00	0.00	496.10	496.10
15/05/2023	BPAY TO IPSWICH CITY COUNCIL	0.00	496.10	0.00	0.00
16/05/2023	QUICKSUPER QUICKSPR3477696855	0.00	0.00	686.67	686.67
16/05/2023	QUICKSUPER QUICKSPR3477696855	0.00	686.67	0.00	0.00
17/05/2023	Zai LREQ 29 Glorious P	0.00	0.00	129.08	129.08
17/05/2023	Zai LREQ 29 Glorious P	0.00	129.08	0.00	0.00
22/05/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	1,869.00	1,869.00
22/05/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	1,869.00	0.00	0.00
23/05/2023	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
23/05/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00



Date	Description	Quantity	Debits	Credits	Balance
31/05/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	5.99	5.99
31/05/2023	MACQUARIE CMA INTEREST PAID*	0.00	5.99	0.00	0.00
06/06/2023	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
06/06/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
07/06/2023	BPAY TO URBAN UTILITIES	0.00	0.00	343.89	343.89
07/06/2023	BPAY TO URBAN UTILITIES	0.00	343.89	0.00	0.00
08/06/2023	RACV INSURANCE HOM533444851230608	0.00	0.00	104.43	104.43
08/06/2023	RACV INSURANCE HOM533444851230608	0.00	104.43	0.00	0.00
15/06/2023	QUICKSUPER QUICKSPR3500525641	0.00	0.00	877.80	877.80
15/06/2023	QUICKSUPER QUICKSPR3500525641	0.00	877.80	0.00	0.00
20/06/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	0.00	1,905.00	1,905.00
20/06/2023	LaTrobeFinancial Repay 40 308 935 6	0.00	1,905.00	0.00	0.00
20/06/2023	Zai LREQ 29 Glorious P	0.00	0.00	609.18	609.18
20/06/2023	Zai LREQ 29 Glorious P	0.00	609.18	0.00	0.00
26/06/2023	BPAY TO ASIC	0.00	0.00	59.00	59.00
26/06/2023	BPAY TO ASIC	0.00	59.00	0.00	0.00
30/06/2023	MACQUARIE CMA INTEREST PAID*	0.00	0.00	5.14	5.14
30/06/2023	MACQUARIE CMA INTEREST PAID*	0.00	5.14	0.00	0.00
30/06/2023	Closing Balance	0.00	0.00	0.00	0.00

Member Entitlement Accounts / Ms Jennifer Browne / Accumulation

Date	Description	Quantity	Debits	Credits	Balance
01/07/2022	Opening Balance	0.00	0.00	0.00	207,976.92
13/07/2022	JENNIFER BROWNE to cover mortgage	0.00	0.00	400.00	208,376.92
16/08/2022	Contribution Allocation	0.00	0.00	496.10	208,873.02
18/08/2022	JENNIFER BROWNE to cover mortgage	0.00	0.00	700.00	209,573.02
07/09/2022	Contribution Allocation	0.00	0.00	246.39	209,819.41
15/09/2022	Contribution Tax Withheld	0.00	177.25	0.00	209,642.16
15/09/2022	QUICKSUPER QUICKSPR3299528180	0.00	0.00	1,181.65	210,823.81
06/10/2022	Rollover In	0.00	0.00	1,945.68	212,769.49
14/10/2022	Contribution Tax Withheld	0.00	110.30	0.00	212,659.19
14/10/2022	QUICKSUPER QUICKSPR3322157825	0.00	0.00	735.32	213,394.51
15/11/2022	Contribution Tax Withheld	0.00	122.30	0.00	213,272.21
15/11/2022	QUICKSUPER QUICKSPR3346515063	0.00	0.00	815.32	214,087.53
08/12/2022	Contribution Allocation	0.00	0.00	284.57	214,372.10
15/12/2022	Contribution Tax Withheld	0.00	375.00	0.00	213,997.10
15/12/2022	QUICKSUPER QUICKSPR3368840767	0.00	0.00	2,500.00	216,497.10
17/01/2023	Contribution Tax Withheld	0.00	126.05	0.00	216,371.05
17/01/2023	QUICKSUPER QUICKSPR3389922418	0.00	0.00	840.32	217,211.37
15/02/2023	Contribution Tax Withheld	0.00	126.80	0.00	217,084.57
15/02/2023	QUICKSUPER QUICKSPR3410723010	0.00	0.00	845.31	217,929.88
15/03/2023	Contribution Tax Withheld	0.00	102.22	0.00	217,827.66

Date	Description	Quantity	Debits	Credits	Balance
15/03/2023	QUICKSUPER QUICKSPR3431516136	0.00	0.00	681.48	218,509.14
17/04/2023	Contribution Tax Withheld	0.00	102.22	0.00	218,406.92
17/04/2023	QUICKSUPER QUICKSPR3455253157	0.00	0.00	681.48	219,088.40
16/05/2023	Contribution Tax Withheld	0.00	103.00	0.00	218,985.40
16/05/2023	QUICKSUPER QUICKSPR3477696855	0.00	0.00	686.67	219,672.07
15/06/2023	Contribution Tax Withheld	0.00	131.67	0.00	219,540.40
15/06/2023	QUICKSUPER QUICKSPR3500525641	0.00	0.00	877.80	220,418.20
30/06/2023	Contribution Allocation	0.00	0.00	777.00	221,195.20
30/06/2023	Contribution Allocation	0.00	0.00	2,145.00	223,340.20
30/06/2023	Contribution Tax	0.00	0.00	0.01	223,340.21
30/06/2023	Income Taxes Allocated	0.00	0.00	1,476.80	224,817.01
30/06/2023	Investment Profit or Loss	0.00	547.86	0.00	224,269.15
30/06/2023	Closing Balance	0.00	0.00	0.00	224,269.15

## Permanent Documents

[80594\\_1-JM Browne Superfund Trust Deed\\_R\\_Certified.pdf](#)

[80594\\_1-JM Browne Superfund Trust Deed\\_R.pdf](#)

[OCR\\_Property Contract.pdf](#)

[OCR\\_81492\\_1-649 Glorious Promenade Trust Deed\\_R\\_1.pdf](#)

**JM Browne Superannuation Fund**  
**Investment Revaluation as at 30 June 2023**

Investment	Price Date	Market Price	Quantity	Market Value	Change in Market Value
<b>Property Direct Market</b>					
L649GLORIOUS L649 Glorious Promenade Redbank Plains	30 Jun 2023	452,334.00000	1.00000	452,334.00	12,334.00
<b>Property Direct Market Total</b>				<b>452,334.00</b>	<b>12,334.00</b>
<b>Fund Total</b>				<b>452,334.00</b>	<b>12,334.00</b>

**JM Browne Superannuation Fund**  
**Investment Income Comparison Report**  
 For the period 1 July 2022 to 30 June 2023

Payment Date	Income Type	Ledger Data		Diff *	Announcement Data					
		Total Income	Tax Credits+		Quantity	Held < 45 Days	Amount Per Unit	Total Income	Tax Credits+	
<b>Cash At Bank</b>										
<b>MACQCASH: Macquarie Cash Management Account</b>										
29/07/2022	Interest	0.20	0.00							
31/08/2022	Interest	0.48	0.00							
30/09/2022	Interest	0.81	0.00							
31/10/2022	Interest	3.23	0.00							
30/11/2022	Interest	4.84	0.00							
30/12/2022	Interest	19.67	0.00							
31/01/2023	Interest	22.89	0.00							
28/02/2023	Interest	5.69	0.00							
31/03/2023	Interest	5.05	0.00							
28/04/2023	Interest	4.91	0.00							
31/05/2023	Interest	5.99	0.00							
30/06/2023	Interest	5.14	0.00							
		78.90	0.00							
<b>Total</b>		<b>78.90</b>	<b>0.00</b>							

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

## JM Browne Superannuation Fund

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

Member's Detail	Opening Balance	Increases				Decreases					Closing Balance
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out	Ben Paid	
<b>Ms Jennifer Browne</b>											
6 Kingview Place Mernda VIC 3754											
Accumulation <b>Accumulation</b>	207,976.92	14,894.41	1,945.68	(547.86)	0.00	0.00	0.00	0.00	0.00	0.00	224,269.15
	207,976.92	14,894.41	1,945.68	(547.86)	0.00	0.00	0.00	0.00	0.00	0.00	224,269.15
	207,976.92	14,894.41	1,945.68	(547.86)	0.00	0.00	0.00	0.00	0.00	0.00	224,269.15



**JM Browne Superannuation Fund**  
**Investment Summary as at 30 June 2023**

Investment	Units	Average Cost Price	Market Price	Accounting Cost	Market Value	Unrealised Accounting Gain/(Loss)	Accounting Gain/(Loss) (%)	Portfolio Weight (%)
<b><u>Bank</u></b>								
La Trobe Loan Financial				(230,049.20)	(230,049.20)			(102.58)%
Macquarie Cash Management Account				1,984.35	1,984.35			0.88%
				<b>(228,064.85)</b>	<b>(228,064.85)</b>			<b>(101.69)%</b>
<b><u>Property Direct Market</u></b>								
L649 Glorious Promenade Redbank Plains	1.00000	320,000.0000	452,334.0000	320,000.00	452,334.00	132,334.00	41.35%	201.69%
				<b>320,000.00</b>	<b>452,334.00</b>	<b>132,334.00</b>	<b>41.35%</b>	<b>201.69%</b>
				<b>91,935.15</b>	<b>224,269.15</b>	<b>132,334.00</b>	<b>143.94%</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.

**JM Browne Superannuation Fund**  
**Investment Income Summary**  
**For the period 1 July 2022 to 30 June 2023**

Total Income	Add			Less					Taxable Income (excluding Capital Gains)	Indexed Capital Gains *	Discounted Capital Gains *	Other Capital Gains *	CGT Concession Amount *
	Franking Credits	Foreign Credits	TFN Credits	Tax Free	Tax Exempt	Tax Deferred	Distributed Capital Gains	GST					
<b><u>Bank</u></b>													
Macquarie Cash Management Account													
78.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78.90	0.00	0.00	0.00	0.00
<b>78.90</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>78.90</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b><u>Property Direct Market</u></b>													
L649 Glorious Promenade Redbank Plains													
17,622.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,622.63	0.00	0.00	0.00	0.00
<b>17,622.63</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>17,622.63</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>17,701.53</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>17,701.53</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

**JM Browne Superannuation Fund**  
**Fund ABN: 76 879 128 742**  
**Rental Property Schedule**  
**For the Period From 1 July 2022 to 30 June 2023**

**Property Account Name**      **L649 Glorious Promenade Redbank Plains**  
**Property Type**                      Residential  
**Address of the Property**        0/29 GLORIOUS PROMENADE  
    REDBANK PLAINS, QLD 4301  
    Australia

Description	Tax Return Label	Amount	Prior Year
<b>Income</b>			
Other Rental Related Income	B	462.62	0.00
Rent from Property	B	17,160.01	16,233.15
<b>Gross Rent</b>		<b>17,622.63</b>	<b>16,233.15</b>
<b>Expenses</b>			
Advertising	I	0.00	352.00
Agents Management Fee	I	1,321.32	895.50
Council Rates	I	1,984.40	1,903.80
Insurance Premium	I	1,255.10	1,263.15
Repairs Maintenance	I	192.00	0.00
Sundry Expenses	I	151.00	1,006.00
Water Rates	I	1,191.41	1,235.43
<b>Total Expenses</b>		<b>6,095.23</b>	<b>6,655.88</b>
<b>Net Rent</b>		<b>11,527.40</b>	<b>9,577.27</b>

**JM Browne Superannuation Fund**  
 (ABN: 76 879 128 742)

**Consolidated Member Benefit Totals**

Period	Member Account Details
1 July 2022 - 30 June 2023	Residential Address: 6 Kingview Place Mernda, VIC 3754
Member Number: 1	Date of Birth: 26 January 1972
Ms Jennifer Browne	Date Joined Fund: 30 April 2014
	Eligible Service Date: 10 April 2014
	Tax File Number Held: Yes

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

**Your Accounts**

<b>Withdrawal Benefit</b> as at 1 Jul 2022	
Accumulation	207,976.92
<b>Total</b> as at 1 Jul 2022	<b><u>207,976.92</u></b>

<b>Withdrawal Benefit</b> as at 30 Jun 2023	
Accumulation	224,269.15
<b>Total</b> as at 30 Jun 2023	<b><u>224,269.15</u></b>

**Your Tax Components**

Tax Free	42,563.21
Taxable - Taxed	181,705.94
Taxable - Untaxed	-

**Your Preservation Components**

Preserved	224,269.15
Restricted Non Preserved	-
Unrestricted Non Preserved	-

**Your Insurance Benefits**

No insurance details have been recorded

**Your Beneficiaries**

No beneficiary details have been recorded

**For Enquiries:**

phone 0418323231

mail JM Browne Superannuation Fund, 6 Kingview Place, Mernda VIC 3754

**JM Browne Superannuation Fund**  
 (ABN: 76 879 128 742)

**Member Benefit Statement**

Period	Member Account Details
<b>1 July 2022 - 30 June 2023</b>	Residential Address: 6 Kingview Place Mernda, VIC 3754
<b>Member</b> Number: 1	Date of Birth: 26 January 1972
<b>Ms Jennifer Browne</b>	Date Joined Fund: 30 April 2014
<b>Accumulation Account</b>	Eligible Service Date: 10 April 2014
<b>Accumulation</b>	Tax File Number Held: Yes
	Account Start Date: 30 April 2014

<b>Your Account Summary</b>	
<b>Withdrawal Benefit</b> as at 1 Jul 2022	<b>207,976.92</b>
<i>Increases to your account:</i>	
Employer Contributions	9,845.35
Member Contributions	5,049.06
Rollovers In	1,945.68
Tax on Net Fund Income	1,476.80
<u>Total Increases</u>	<u>18,316.89</u>
<i>Decreases to your account:</i>	
Contributions Tax	1,476.80
Share Of Net Fund Income	547.86
<u>Total Decreases</u>	<u>2,024.66</u>
<b>Withdrawal Benefit</b> as at 30 Jun 2023	<b><u><u>224,269.15</u></u></b>

<b>Your Tax Components</b>		
Tax Free	18.9786 %	42,563.21
Taxable - Taxed		181,705.94
Taxable - Untaxed		-
<b>Your Preservation Components</b>		
Preserved		224,269.15
Restricted Non Preserved		-
Unrestricted Non Preserved		-
<b>Your Insurance Benefits</b>		
No insurance details have been recorded		
<b>Your Beneficiaries</b>		
No beneficiary details have been recorded		

**For Enquiries:**  
 phone 0418323231  
 mail JM Browne Superannuation Fund, 6 Kingview Place, Mernda VIC 3754



### **Trustee**

The Trustee of the Fund is as follows:

JENBRO SUPER PTY LTD

The directors of the Trustee company are:

Jennifer Browne

### **Availability of Other Fund Information**

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

### **Trustee Disclaimer**

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

Signed on behalf of the Trustee of the Fund

.....  
Jennifer Browne  
Director - JENBRO SUPER PTY LTD

Statement Date: 30 June 2023

**For Enquiries:**

phone 0418323231

mail **JM Browne Superannuation Fund, 6 Kingview Place, Mernda VIC 3754**

**JM Browne Superannuation Fund**  
**Contribution Caps**  
**For the Period From 1 July 2022 to 30 June 2023**

**Ms Jennifer Browne**

**Date of Birth:** 26 Jan 1972  
**Age:** 51 (at 30/06/2023)  
**Status:** Member may be eligible for the bring forward rule, certain conditions apply

**Contributions Summary**

**Prior Year Contributions** **Non-Concessional**  
Contributions for the previous 2 years are not confirmed  
3-year cap in effect from previous years Unknown  
**Total non-concessional contributions in previous 2 years** **Unknown**

<b>Current Year Contributions</b>	<b>Note</b>	<b>Concessional</b>	<b>Non-Concessional</b>
Caps	1	27,500.00	110,000.00
Cumulative Available Unused Cap	2	78,220.84	0.00
Contributions made (to this fund)	3	9,845.35	5,049.06
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		9,845.35	5,049.06
Amount above caps	4	0.00	0.00
<b>Available</b>		<b>95,875.49</b>	<b>104,950.94</b>

**Notes**

- 1 . Non-concessional cap shown does NOT take prior year 'Bring Forward Rule' usage into account
- 2 . Member may be eligible to make catch-up concessional contributions
- 3 . Excludes any unmatched deposits
- 4 . Any excess concessional contributions are treated as non-concessional

**Contributions Breakdown**

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
<b>Concessional</b>	Employer	9,845.35
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	<b>Contributions as allocated</b>	<b>9,845.35</b>
<b>NonConcessional</b>	Personal	5,049.06
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	<b>Contributions as allocated</b>	<b>5,049.06</b>
<b>Other</b>	CGT small business 15-year exemption	0.00
	CGT small business retirement exemption	0.00
	Government Co-Contributions	0.00
	Directed termination payment (taxed)	0.00
	Directed termination payment (untaxed)	0.00
	Personal injury election	0.00
	Downsizer Contribution	0.00
	COVID-19 Re-Contribution	0.00
	<b>Total Other contributions</b>	<b>0.00</b>

**Transactions**

<b>Date</b>	<b>Contribution Type</b>	<b>Concessional</b>	<b>Non-Concessional</b>	<b>Other</b>	<b>Source</b>
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**JM Browne Superannuation Fund**  
**Contribution Caps**  
**For the Period From 1 July 2022 to 30 June 2023**

**Ms Jennifer Browne**

13/07/2022	Personal		400.00	manual
16/08/2022	Personal		496.10	manual
18/08/2022	Personal		700.00	manual
07/09/2022	Personal		246.39	manual
15/09/2022	Employer Mandated	1,181.65		manual
14/10/2022	Employer Mandated	735.32		manual
15/11/2022	Employer Mandated	815.32		manual
08/12/2022	Personal		284.57	manual
15/12/2022	Employer Mandated	2,500.00		manual
17/01/2023	Employer Mandated	840.32		manual
15/02/2023	Employer Mandated	845.31		manual
15/03/2023	Employer Mandated	681.48		manual
17/04/2023	Employer Mandated	681.48		manual
16/05/2023	Employer Mandated	686.67		manual
15/06/2023	Employer Mandated	877.80		manual
30/06/2023	Personal		777.00	manual
30/06/2023	Personal		2,145.00	manual
<b>Totals:</b>		<b>9,845.35</b>	<b>5,049.06</b>	

**JM Browne Superannuation Fund**  
**Investment Movement Summary**  
**For the period 1 July 2022 to 30 June 2023**

Investment	Opening Balance		Acquisitions		Disposals			Closing Balance		
	Qty	Cost	Qty	Cost	Qty	Proceeds	Profit/(Loss)	Qty	Cost	Market Value
<b><u>Bank</u></b>										
La Trobe Loan Financial		(232,634.54)		23,830.56		21,245.22	0.00		(230,049.20)	(230,049.20)
Macquarie Cash Management Account		611.46		38,098.30		36,725.41	0.00		1,984.35	1,984.35
		<u>(232,023.08)</u>		<u>61,928.86</u>		<u>57,970.63</u>	<u>0.00</u>		<u>(228,064.85)</u>	<u>(228,064.85)</u>
<b><u>Property Direct Market</u></b>										
L649 Glorious Promenade Redbank Plains	1.00	320,000.00	0.00	0.00	0.00	0.00	0.00	1.00	320,000.00	452,334.00
		<u>320,000.00</u>		<u>0.00</u>		<u>0.00</u>	<u>0.00</u>		<u>320,000.00</u>	<u>452,334.00</u>
<b>Fund Total</b>		<u><b>87,976.92</b></u>		<u><b>61,928.86</b></u>		<u><b>57,970.63</b></u>	<u><b>0.00</b></u>		<u><b>91,935.15</b></u>	<u><b>224,269.15</b></u>

Inquires 1300 300 630

Issue date 29 Apr 23

# Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 71306116

## Check this statement carefully

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

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

ACN 169 311 013  
FOR JENBRO SUPER PTY. LTD.

REVIEW DATE: 30 April 23

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



To make changes to company details or amend incorrect information

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



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



Use your agent.

## Company Statement

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

**1 Registered office**  
6 KINGVIEW PLACE MERNDA VIC 3754

**2 Principal place of business**  
6 KINGVIEW PLACE MERNDA VIC 3754

**3 Officeholders**

Name: JENNIFER MICHELLE BROWNE  
Born: MELBOURNE VIC  
Date of birth: 26/01/1972  
Address: 6 KINGVIEW PLACE MERNDA VIC 3754  
Office(s) held: DIRECTOR, APPOINTED 30/04/2014; SECRETARY, APPOINTED 30/04/2014

### 4 Company share structure

Share class	Shares description	Number issued	Total amount paid on these shares	Total amount unpaid on these shares
ORD	ORDINARY	1	\$0.00	\$0.00

**5 Members**

These details continue on the next page

JENBRO SUPER PTY. LTD. ACN 169 311 013

Page 1 of 2

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## Company statement continued

Name: JENNIFER MICHELLE BROWNE

Address: 6 KINGVIEW PLACE MERNDA VIC 3754

Share Class	Total number held	Fully paid	Beneficially held
ORD	1	Yes	Yes

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

## End of company statement

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

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## Additional company information

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

---

### 6 Contact address for ASIC use only

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

---

**ASIC**

Australian Securities &amp; Investments Commission

ABN 86 768 265 615

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

**INVOICE STATEMENT**

Issue date 29 Apr 23

**JENBRO SUPER PTY. LTD.**

ACN 169 311 013

Account No. 22 169311013

**Summary**

Opening Balance	\$0.00
New items	\$59.00
Payments & credits	\$0.00
<b>TOTAL DUE</b>	<b>\$59.00</b>

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

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

**Inquiries**

www.asic.gov.au/invoices

1300 300 630

**Please pay**

Immediately	<b>\$0.00</b>
By 30 Jun 23	<b>\$59.00</b>

***If you have already paid please ignore this invoice statement.***

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

**ASIC**

Australian Securities &amp; Investments Commission

**PAYMENT SLIP****JENBRO SUPER PTY. LTD.**

ACN 169 311 013

Account No: 22 169311013



22 169311013

<b>TOTAL DUE</b>	<b>\$59.00</b>
Immediately	<b>\$0.00</b>
By 30 Jun 23	<b>\$59.00</b>

*Payment options are listed on the back of this payment slip*



**Bill Code:** 17301  
**Ref:** 2291693110135



\*814 129 0002291693110135 51

# Transaction details:

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2023-04-29	Annual Review - Special Purpose Pty Co	4X2896027480P A	\$59.00
	<b>Outstanding transactions</b>		
2023-04-29	Annual Review - Special Purpose Pty Co	4X2896027480P A	\$59.00

## PAYMENT OPTIONS



Billpay Code: 8929  
Ref: 2291 6931 1013 551

### Australia Post

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

### Phone

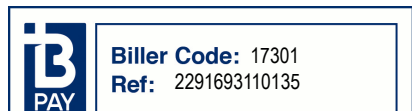
Call 13 18 16 to pay by Mastercard or Visa

### On-line

Go to [postbillpay.com.au](http://postbillpay.com.au) to pay by Mastercard or Visa

### Mail

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



**Biller Code:** 17301  
**Ref:** 2291693110135

### Telephone & Internet Banking – BPAY®

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



## Income tax 552

<b>Date generated</b>	30 August 2023
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

8 results found - from **30 August 2021** to **30 August 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Dec 2022	6 Dec 2022	EFT refund for Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$1.06		\$0.00
1 Dec 2022	1 Dec 2022	Interest for early payment of Income Tax		\$1.06	\$1.06 CR
27 Sep 2022	27 Sep 2022	General interest charge			\$0.00
27 Sep 2022	26 Sep 2022	Payment received		\$777.00	\$0.00
23 Sep 2022	1 Jul 2022	General interest charge			\$777.00 DR
21 Sep 2022	1 Dec 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$259.00		\$777.00 DR
21 Sep 2022	31 Jan 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20	\$259.00		\$518.00 DR
21 Sep 2022	1 Dec 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$259.00		\$259.00 DR





**Australian Government**  
**Australian Taxation Office**

**Agent** SMSF AUSTRALIA PTY LTD  
**Client** THE TRUSTEE FOR JM BROWNE  
SUPERANNUATION FUND  
**ABN** 76 879 128 742  
**TFN** 359 724 687

## Activity statement 001

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<b>Date generated</b>	30 August 2023
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

---

0 results found - from **30 August 2021** to **30 August 2023** sorted by **processed date** ordered **newest to oldest**

**Due Date: 29 Jul 2022**

TAX INVOICE

Trustee for JM Browne Superannuation Fund  
8 Pretty Valley Gr  
SOUTH MORANG VIC 3752  
AUSTRALIAInvoice Number  
INV-1117Invoice Date  
22 Jul 2022

Description	GST	Amount
For Professional Services including:		
Accounting time completing entry, reconciliations, members statements, financials and tax return for the fund	10%	1,237.50
50% deposit for 2020-2022 financial years		
Class Super Software costs oncharged	10%	412.50
50% deposit for 2020-2022 financial years		
Audit costs including disbursement to independent auditor	10%	495.00
50% deposit for 2020-2022 financial years		
	Subtotal	1,950.00
	Total GST 10%	195.00
	Invoice Total	2,145.00
	Payments Received	0.00
	<b>Amount Due</b>	<b>\$2,145.00</b>

Account payment terms are STRICTLY 7 days net  
[accounts@smsfaustralia.com](mailto:accounts@smsfaustralia.com)

## How to Pay

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



Property Manager: Nicole Fraser  
 07 3037 0235 | nicole.fraser@little.com.au

## Monthly Income and Expenditure Summary Financial Year July 2022 to June 2023

For Property: 29 Glorious Promenade, Redbank Plains, QLD, 4301

Ownership: Jennifer Browne

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Year Total	Last Year
<b>Income</b>														
Rent	1320.00	1980.00	1320.00	1320.00	1320.00	1320.00	1980.00	660.00	1980.01	1320.00	1320.00	1320.00	17160.01	16142.43
Rent Refunds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-881.00
Utility – Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81.79
Utility – Water Usage	80.55	69.80	0.00	0.00	0.00	79.10	0.00	0.00	104.09	0.00	129.08	0.00	462.62	269.93
	<b>1400.55</b>	<b>2049.80</b>	<b>1320.00</b>	<b>1320.00</b>	<b>1320.00</b>	<b>1399.10</b>	<b>1980.00</b>	<b>660.00</b>	<b>2084.10</b>	<b>1320.00</b>	<b>1449.08</b>	<b>1320.00</b>	<b>17622.63</b>	<b>15613.15</b>
<b>Expenditure</b>														
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	352.00
EOFY Statement Fee	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.00	0.00
Fire Protection	129.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	129.00	250.00
Leasing Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	363.00
Plumbing	0.00	0.00	0.00	0.00	0.00	192.00	0.00	0.00	0.00	0.00	0.00	0.00	192.00	0.00
Reference Check Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.00
Rent Management Fee	101.64	152.46	101.64	101.64	101.64	101.64	152.46	50.82	152.46	101.64	101.64	101.64	1321.32	847.76
Utility – Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	293.34
	<b>252.64</b>	<b>152.46</b>	<b>101.64</b>	<b>101.64</b>	<b>101.64</b>	<b>293.64</b>	<b>152.46</b>	<b>50.82</b>	<b>152.46</b>	<b>101.64</b>	<b>101.64</b>	<b>101.64</b>	<b>1664.32</b>	<b>2128.10</b>
<b>Net Amount</b>	<b>1147.91</b>	<b>1897.34</b>	<b>1218.36</b>	<b>1218.36</b>	<b>1218.36</b>	<b>1105.46</b>	<b>1827.54</b>	<b>609.18</b>	<b>1931.64</b>	<b>1218.36</b>	<b>1347.44</b>	<b>1218.36</b>	<b>15958.31</b>	<b>13485.05</b>

**Distribution of Funds**

AccountName=Jennifer Browne	1147.91	1897.34	1218.36	1218.36	1218.36	1105.46	1827.54	609.18	1931.64	1218.36	1347.44	1218.36	15958.31	13485.05
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**Please Note:** All figures are inclusive of GST where applicable. All transactions are listed within the calendar month in which they occurred.

Your property is managed using a system that allows payments to be sent via direct digital processing and/or via our trust account. Payments made directly from the trust account are reflected on your monthly trust statements if applicable. We recommend when reconciling your accounts, you use this EOFY summary to complement your monthly statements and individual owner payment advices. In addition, the transactions shown on this end of financial year summary, show the date each item was processed in our system. Standard banking payment clearance times can mean a transaction may be accounted for in our system on a particular month but received in your bank account on a different month.

 Rollover In completed

SUPER.GEN.RLVR.2 - Rollover Process successful

**Rollover In**

Status	Complete
Payment Reference Number	800000001761150252
Created Date	05/10/2022 at 11:19 AM
Amount	Full Balance Requested

**Class (Receiving) Fund Details**

Fund Name	JM Browne Superannuation Fund
ABN	76879128742
Member Name	Jennifer Browne

**Transferring Fund Details**

Fund Name	AustralianSuper Accumulation Products
Fund Type	APRA
Fund ABN	65714394898
Fund USI	STA0100AU
Member Id	1074911971



MACQUARIE

# Macquarie Cash Management Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



JENBRO SUPER PTY LTD  
6 KINGVIEW PL  
MERNDA VIC 3754

1 Shelley Street  
Sydney, NSW 2000

account balance **\$1,000.22**  
as at 30 Sep 22

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
30.06.22	OPENING BALANCE			611.46
07.07.22	Deposit Zai LREQ 29 Glorious P		480.18	1,091.64
08.07.22	Direct debit RACV INSURANCE HOM533444851220708	105.89		985.75
13.07.22	Deposit JENNIFER BROWNE to cover mortgage		400.00	1,385.75
19.07.22	Deposit Zai LREQ 29 Glorious P		587.18	1,972.93
20.07.22	Direct debit LaTrobeFinancial Repay 40 308 935 6	1,872.00		100.93
27.07.22	Deposit Zai LREQ 29 Glorious P		80.55	181.48
29.07.22	Interest MACQUARIE CMA INTEREST PAID*		0.20	181.68
02.08.22	Deposit Zai LREQ 29 Glorious P		609.18	790.86
08.08.22	Direct debit RACV INSURANCE HOM533444851220808	104.55		686.31
16.08.22	Deposit Zai LREQ 29 Glorious P		609.18	1,295.49
18.08.22	Deposit JENNIFER BROWNE to cover mortgage		700.00	1,995.49

## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 512  
ACCOUNT NO. 962910568

deposits using BPay  
From another bank



Bill code: 667022  
Ref: 962 910 568

continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
22.08.22	Direct debit LaTrobeFinancial Repay 40 308 935 6	1,947.00		48.49
30.08.22	Deposit Zai LREQ 29 Glorious P		609.18	657.67
30.08.22	Deposit Zai LREQ 29 Glorious P		69.80	727.47
31.08.22	Interest MACQUARIE CMA INTEREST PAID*		0.48	727.95
08.09.22	Direct debit RACV INSURANCE HOM533444851220908	104.55		623.40
13.09.22	Deposit Zai LREQ 29 Glorious P		609.18	1,232.58
15.09.22	Deposit QUICKSUPER QUICKSPR3299528180		1,181.65	2,414.23
20.09.22	Direct debit LaTrobeFinancial Repay 40 308 935 6	2,024.00		390.23
30.09.22	Interest MACQUARIE CMA INTEREST PAID*		0.81	391.04
30.09.22	Deposit Zai LREQ 29 Glorious P		609.18	1,000.22
	CLOSING BALANCE AS AT 30 SEP 22	6,157.99	6,546.75	1,000.22

\* Stepped interest rates for the period 1 July to 13 July: balances \$0.00 to \$4,999.99 earned 0.25% balances \$5,000.00 and above earned 0.25% pa (13 days); 14 July to 11 August: balances \$0.00 to \$4,999.99 earned 0.50% balances \$5,000.00 and above earned 0.50% pa (29 days); 12 August to 15 September: balances \$0.00 to \$4,999.99 earned 0.90% balances \$5,000.00 and above earned 0.90% pa (35 days); 16 September to 30 September: balances \$0.00 to \$4,999.99 earned 1.25% balances \$5,000.00 and above earned 1.25% pa (15 days)

continued on next



# Macquarie Cash Management Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



JENBRO SUPER PTY LTD  
6 KINGVIEW PL  
MERNDA VIC 3754

1 Shelley Street  
Sydney, NSW 2000

account balance **\$2,694.26**  
as at 31 Oct 22

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
30.09.22	OPENING BALANCE			1,000.22
06.10.22	Deposit AUSTRALIANSUPER 800000001761150252		1,945.68	2,945.90
10.10.22	Direct debit RACV INSURANCE HOM533444851221008	104.55		2,841.35
12.10.22	Deposit Zai LREQ 29 Glorious P		609.18	3,450.53
14.10.22	Deposit QUICKSUPER QUICKSPR3322157825		735.32	4,185.85
20.10.22	Direct debit LaTrobeFinancial Repay 40 308 935 6	2,104.00		2,081.85
25.10.22	Deposit Zai LREQ 29 Glorious P		609.18	2,691.03
31.10.22	Interest MACQUARIE CMA INTEREST PAID*		3.23	2,694.26

## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 512  
ACCOUNT NO. 962910568

deposits using BPay  
From another bank



Bill code: 667022  
Ref: 962 910 568

continued on next





## Macquarie Cash Management Account

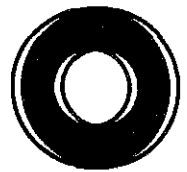
enquiries 1800 806 310

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 31 OCT 22	2,208.55	3,902.59	2,694.26

\* Stepped interest rates for the period 1 October to 13 October; balances \$0.00 to \$4,999.99 earned 1.25%  
balances \$5,000.00 and above earned 1.25% pa (13 days); 14 October to 31 October; balances \$0.00 to  
\$4,999.99 earned 1.50% balances \$5,000.00 and above earned 1.50% pa (18 days)

continued on next



MACQUARIE

# Macquarie Cash Management Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



025 89524

JENBRO SUPER PTY LTD  
6 KINGVIEW PL  
MERNDA VIC 3754

1 Shelley Street  
Sydney, NSW 2000

account balance **\$11,654.23**  
as at 30 Nov 22

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
31.10.22	OPENING BALANCE			2,694.26
08.11.22	Deposit Zai LREQ 29 Glorious P		609.18	3,303.44
08.11.22	Direct debit RACV INSURANCE HOM533444851221108	104.55		3,198.89
15.11.22	Deposit QUICKSUPER QUICKSPR3346515063		815.32	4,014.21
21.11.22	Direct debit LaTrobeFinancial Repay 40 308 935 6	2,143.00		1,871.21
22.11.22	Deposit Zai LREQ 29 Glorious P		609.18	2,480.39
29.11.22	Deposit JENNIFER MICHELL SMSF money		9,169.00	11,649.39
30.11.22	Interest MACQUARIE CMA INTEREST PAID*		4.84	11,654.23

## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 512  
ACCOUNT NO. 962910568

deposits using BPay  
From another bank



Biller code: 667022  
Ref: 962 910 568

continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 30 NOV 22	2,247.55	11,207.52	11,654.23

\* Stepped interest rates for the period 1 November to 15 November: balances \$0.00 to \$4,999.99 earned 1.50% balances \$5,000.00 and above earned 1.50% pa (15 days); 16 November to 30 November: balances \$0.00 to \$4,999.99 earned 1.75% balances \$5,000.00 and above earned 1.75% pa (15 days)

continued on next



# Macquarie Cash Management Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



JENBRO SUPER PTY LTD  
6 KINGVIEW PL  
MERNDA VIC 3754

1 Shelley Street  
Sydney, NSW 2000

account balance **\$12,977.99**  
as at 30 Dec 22

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
30.11.22	OPENING BALANCE			11,654.23
06.12.22	Deposit ATO ATO004000017273556		1.06	11,655.29
07.12.22	Deposit Zai LREQ 29 Glorious P		417.18	12,072.47
08.12.22	Direct debit RACV INSURANCE HOM533444851221208	104.43		11,968.04
12.12.22	Deposit Zai LREQ 29 Glorious P		79.10	12,047.14
15.12.22	Deposit QUICKSUPER QUICKSPR3368840767		2,500.00	14,547.14
20.12.22	Deposit Zai LREQ 29 Glorious P		609.18	15,156.32
20.12.22	Direct debit LaTrobeFinancial Repay 40 308 935 6	2,198.00		12,958.32
30.12.22	Interest MACQUARIE CMA INTEREST PAID*		19.67	12,977.99

## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 512  
ACCOUNT NO. 962910568

deposits using BPay  
From another bank



Billers code: 667022  
Ref: 962 910 568

continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 30 DEC 22	2,302.43	3,626.19	12,977.99

\* Stepped interest rates for the period 1 December to 15 December: balances \$0.00 to \$4,999.99 earned 1.75% balances \$5,000.00 and above earned 1.75% pa (15 days); 16 December to 30 December: balances \$0.00 to \$4,999.99 earned 2.00% balances \$5,000.00 and above earned 2.00% pa (15 days)

continued on next



# Macquarie Cash Management Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



025 69348

JENBRO SUPER PTY LTD  
6 KINGVIEW PL  
MERNDA VIC 3754

1 Shelley Street  
Sydney, NSW 2000

account balance **\$13,038.31**  
as at 31 Jan 23

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
30.12.22	OPENING BALANCE			12,977.99
04.01.23	Deposit Zai LREQ 29 Glorious P		609.18	13,587.17
09.01.23	BPAY BPAY TO ASIC	288.00		13,299.17
09.01.23	Direct debit RACV INSURANCE HOM533444851230108	104.43		13,194.74
17.01.23	Deposit QUICKSUPER QUICKSPR3389922418		840.32	14,035.06
17.01.23	Deposit Zai LREQ 29 Glorious P		609.18	14,644.24
20.01.23	Direct debit LaTrobeFinancial Repay 40 308 935 6	2,238.00		12,406.24
31.01.23	Interest MACQUARIE CMA INTEREST PAID*		22.89	12,429.13
31.01.23	Deposit Zai LREQ 29 Glorious P		609.18	13,038.31

## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 512  
ACCOUNT NO. 962910568

deposits using BPay  
From another bank



Billers code: 667022  
Ref: 962 910 568

continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 31 JAN 23	2,630.43	2,690.75	13,038.31

\* Stepped interest rates for the period 31 December to 31 January: balances \$0.00 to \$4,999.99 earned 2.00%  
balances \$5,000.00 and above earned 2.00% pa (32 days)

continued on next



MACQUARIE

# Macquarie Cash Management Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



025 69305

JENBRO SUPER PTY LTD  
6 KINGVIEW PL  
MERNDA VIC 3754

1 Shelley Street  
Sydney, NSW 2000

account balance **\$2,098.02**  
as at 28 Feb 23

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
31.01.23	OPENING BALANCE			13,038.31
01.02.23	Funds transfer TRANSACT FUNDS TFR TO JENNIFER BROWNE	5,000.00		8,038.31
01.02.23	Funds transfer TRANSACT FUNDS TFR TO JENNIFER BROWNE	2,000.00		6,038.31
01.02.23	Funds transfer TRANSACT FUNDS TFR TO JENNIFER BROWNE	2,169.00		3,869.31
08.02.23	Direct debit RACV INSURANCE HOM533444851230208	104.43		3,764.88
15.02.23	Deposit QUICKSUPER QUICKSPR3410723010		845.31	4,610.19
17.02.23	Deposit Zal LREQ 29 Glorious P		609.18	5,219.37
20.02.23	Direct debit LaTrobeFinancial Repay 40 308 935 6	1,818.28		3,401.09
24.02.23	Funds transfer TRANSACT FUNDS TFR TO JENNIFER BROWNE	992.20		2,408.89
24.02.23	BPAY BPAY TO URBAN UTILITIES	316.56		2,092.33
28.02.23	Interest MACQUARIE CMA INTEREST PAID*		5.69	2,098.02

## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 512  
ACCOUNT NO. 962910568

deposits using BPay  
From another bank



Billers code: 667022  
Ref: 962 910 568

continued on next





## Macquarie Cash Management Account

enquiries 1800 806 310

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 28 FEB 23	12,400.47	1,460.18	<u>2,098.02</u>

\* Stepped interest rates for the period 1 February to 21 February: balances \$0.00 to \$4,999.99 earned 2.00%  
balances \$5,000.00 and above earned 2.00% pa (21 days); 22 February to 28 February: balances \$0.00 to  
\$4,999.99 earned 2.10% balances \$5,000.00 and above earned 2.10% pa (7 days)

continued on next



MACQUARIE

# Macquarie Cash Management Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



025 92089

JENBRO SUPER PTY LTD  
6 KINGVIEW PL  
MERNDA VIC 3754

1 Shelley Street  
Sydney, NSW 2000

account balance **\$2,793.48**  
as at 31 Mar 23

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
28.02.23	OPENING BALANCE			2,098.02
01.03.23	Deposit Zai LREQ 29 Glorious P		609.18	2,707.20
08.03.23	Direct debit RACV INSURANCE HOM533444851230308	104.43		2,602.77
09.03.23	Deposit Zai LREQ 29 Glorious P		104.09	2,706.86
14.03.23	Deposit Zai LREQ 29 Glorious P		609.18	3,316.04
15.03.23	Deposit QUICKSUPER QUICKSPR3431516136		681.48	3,997.52
20.03.23	Direct debit LaTrobeFinancial Repay 40 308 935 6	1,818.28		2,179.24
22.03.23	Deposit Zai LREQ 29 Glorious P		0.01	2,179.25
30.03.23	Deposit Zai LREQ 29 Glorious P		609.18	2,788.43
31.03.23	Interest MACQUARIE CMA INTEREST PAID*		5.05	2,793.48

## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 512  
ACCOUNT NO. 962910568

deposits using BPay  
From another bank



Billers code: 667022  
Ref: 962 910 568

continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 31 MAR 23	1,922.71	2,618.17	<u>2,793.48</u>

\* Stepped interest rates for the period 1 March to 21 March: balances \$0.00 to \$4,999.99 earned 2.10%  
balances \$5,000.00 and above earned 2.10% pa (21 days); 22 March to 31 March: balances \$0.00 to  
\$4,999.99 earned 2.25% balances \$5,000.00 and above earned 2.25% pa (10 days)

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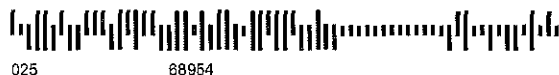


# Macquarie Cash Management Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



025 88954

JENBRO SUPER PTY LTD  
6 KINGVIEW PL  
MERNDA VIC 3754

1 Shelley Street  
Sydney, NSW 2000

account balance **\$2,724.80**  
as at 28 Apr 23

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
31.03.23	OPENING BALANCE			2,793.48
11.04.23	Direct debit RACV INSURANCE HOM533444851230408	104.43		2,689.05
12.04.23	Deposit Zai LREQ 29 Glorious P		609.18	3,298.23
17.04.23	Deposit QUICKSUPER QUICKSPR3455253157		681.48	3,979.71
20.04.23	Direct debit LaTrobeFinancial Repay 40 308 935 6	1,869.00		2,110.71
26.04.23	Deposit Zai LREQ 29 Glorious P		609.18	2,719.89
28.04.23	Interest MACQUARIE CMA INTEREST PAID*		4.91	2,724.80

## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 512  
ACCOUNT NO. 962910568

deposits using BPay  
From another bank



Biller code: 667022  
Ref: 962 910 568

continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 28 APR 23	1,973.43	1,904.75	2,724.80

\* Stepped interest rates for the period 1 April to 28 April: balances \$0.00 to \$4,999.99 earned 2.25% balances \$5,000.00 and above earned 2.25% pa (28 days)

continued on next



MACQUARIE

# Macquarie Cash Management Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



JENBRO SUPER PTY LTD  
6 KINGVIEW PL  
MERNDA VIC 3754

1 Shelley Street  
Sydney, NSW 2000

account balance **\$2,295.37**  
as at 31 May 23

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
28.04.23	OPENING BALANCE			2,724.80
08.05.23	Direct debit RACV INSURANCE HOM533444851230508	104.43		2,620.37
09.05.23	Deposit Zai LREQ 29 Glorious P		609.18	3,229.55
15.05.23	BPAY BPAY TO IPSWICH CITY COUNCIL	496.10		2,733.45
16.05.23	Deposit QUICKSUPER QUICKSPR3477696855		686.67	3,420.12
17.05.23	Deposit Zai LREQ 29 Glorious P		129.08	3,549.20
22.05.23	Direct debit LaTrobeFinancial Repay 40 308 935 6	1,869.00		1,680.20
23.05.23	Deposit Zai LREQ 29 Glorious P		609.18	2,289.38
31.05.23	Interest MACQUARIE CMA INTEREST PAID*		5.99	2,295.37

## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 512  
ACCOUNT NO. 962910568

deposits using BPay  
From another bank



Bill code: 667022  
Ref: 962 910 568

continued on next



## Macquarie Cash Management Account

enquiries 1800 806 310

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 31 MAY 23	2,469.53	2,040.10	2,295.37

\* Stepped interest rates for the period 29 April to 18 May: balances \$0.00 to \$4,999.99 earned 2.25% balances \$5,000.00 and above earned 2.25% pa (20 days); 19 May to 31 May: balances \$0.00 to \$4,999.99 earned 2.50% balances \$5,000.00 and above earned 2.50% pa (13 days)

continued on next



# Macquarie Cash Management Account

MACQUARIE BANK LIMITED  
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310  
transact@macquarie.com  
www.macquarie.com.au

GPO Box 2520  
Sydney, NSW 2001



JENBRO SUPER PTY LTD  
6 KINGVIEW PL  
MERNDA VIC 3754

1 Shelley Street  
Sydney, NSW 2000

account balance **\$1,984.35**  
as at 30 Jun 23

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
31.05.23	OPENING BALANCE			2,295.37
06.06.23	Deposit Zai LREQ 29 Glorious P		609.18	2,904.55
07.06.23	BPAY BPAY TO URBAN UTILITIES	343.89		2,560.66
08.06.23	Direct debit RACV INSURANCE.HOM533444851230608	104.43		2,456.23
15.06.23	Deposit QUICKSUPER QUICKSPR3500525641		877.80	3,334.03
20.06.23	Deposit Zai LREQ 29 Glorious P		609.18	3,943.21
20.06.23	Direct debit LaTrobeFinancial Repay 40 308 935 6	1,905.00		2,038.21
26.06.23	BPAY BPAY TO ASIC	59.00		1,979.21
30.06.23	Interest MACQUARIE CMA INTEREST PAID*		5.14	1,984.35

## how to make a transaction

online  
Log in to [www.macquarie.com.au/personal](http://www.macquarie.com.au/personal)

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 512  
ACCOUNT NO. 962910568

deposits using BPay  
From another bank



Billers code: 667022  
Ref: 962 910 568

continued on next





## Macquarie Cash Management Account

enquiries 1800 806 310

account name JENBRO SUPER PTY LTD ATF  
JM BROWNE SUPERANNUATION FUND  
account no. 962910568

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 30 JUN 23	2,412.32	2,101.30	1,984.35

\* Stepped interest rates for the period 1 June to 22 June: balances \$0.00 to \$4,999.99 earned 2.50% balances \$5,000.00 and above earned 2.50% pa (22 days); 23 June to 30 June: balances \$0.00 to \$4,999.99 earned 2.75% balances \$5,000.00 and above earned 2.75% pa (8 days)

continued on next

Water and Sewerage  
Quarterly Account

QUUR21\_A4B/E-1/S-1/I-1/  
JENBRO INVESTMENTS PTY LTD TTE  
6 KINGVIEW PLACE  
MERNDA VIC 3754

M  
Pd out of  
Macy bank

Property Location: 29 GLORIOUS PROMENADE  
REDBANK PLAINS 4301

Receipt attached

Customer reference number	10 1061 1751 0000 7
Bill number	1061 1751 61
Date issued	05/05/2023
<b>Total due</b>	<b>\$343.89</b>
<b>Current charges due date</b>	<b>10/06/2023</b>

Your water usage

Water usage (kL) 31  
Days charged 92

Average daily water usage (litres)

Current period 337  
Same period last year 175

Account Summary Period 27/01/2023 - 28/04/2023

Your Last Account

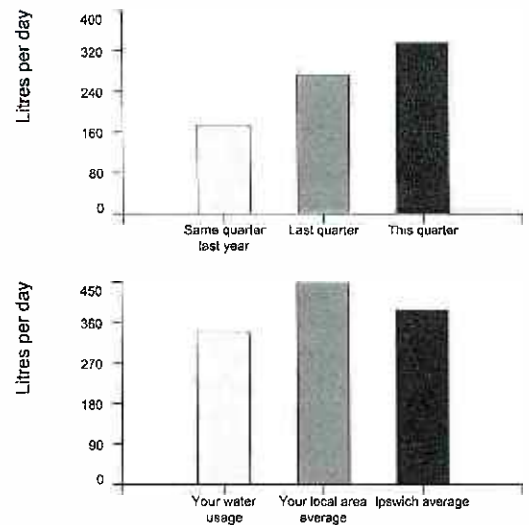
Amount Billed \$316.56  
Amount Paid \$316.56CR

Your Current Account

Balance \$0.00  
Current Charges \$343.89

**Total Due \$343.89**

If full payment is not received by the due date, a compounding interest of 8.17% per annum will accrue daily on any amount owing.



ALWAYS HERE  
WHEN YOU NEED US

- Clean safe water every day
- Supporting vulnerable customers
- 24/7 crews
- Protecting the environment for future generations
- Local contact centre

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BPAY View® View and pay this bill using internet banking. More info: [www.bpay.com.au](http://www.bpay.com.au)  
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**Internet**  
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Payment by credit card will incur a 0.51% surcharge. We accept Mastercard or Visa credit cards.

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Call 1300 123 141 to pay your account using your MasterCard or Visa card.

**Mail**  
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Amount paid

Date paid

Receipt number

5/5/23 Email Nicole.

# YOUR CHARGES for 27/01/2023 - 28/04/2023 (92 days)

Customer ref. no. 10 1061 1751 0000 7

29 GLORIOUS PROMENADE  
REDBANK PLAINS 4301

## Your meter readings

Serial Number	Read Date	Reading	Usage	Comment
ADD2206709	27/01/2023	27		
	29/04/2023	58	31kL	

## Water Usage

### State bulk water price

State Bulk Water Charge 2022/23 31kL @ \$3.30/1000/L \$102.33

### Urban Utilities distributor-retailer price

Tier 1 usage 2022/23 31kL @ \$0.863000/kL \$26.75

**Subtotal \$129.08**

## Water Services

### Urban Utilities water service charge

Water service charge 2022/23 92 days \$61.45

**Subtotal \$61.45**

## Sewerage Services

### Urban Utilities sewerage service charge

Sewerage service charge 2022/23 92 days \$153.36

**Subtotal \$153.36**

**Water usage \$129.08**


**Water services \$61.45**

**Sewerage services \$153.36**


**Your total charges 27/01/2023 - 28/04/2023 \$343.89**

 Your usage was 31 kilolitres.  
That's an average of 337 litres per day.

**ALWAYS HERE WHEN YOU NEED US**

 Clean safe water every day

 24/7 crews

 Local contact centre


 Supporting vulnerable customers

 Protecting the environment for future generations

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Quando necessita un interprete llame al 13 14 50  
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**Water and Sewerage Account**  
In Person / Mail Payment Advice  
Name: JENBRO INVESTMENTS  
PTY LTD TTE



Billers Code: 112144  
Ref: 10 1061 1751 0000 7



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Commonwealth Bank of Australia  
ABN 48 123 123 124  
240 Queen Street, Brisbane, QLD



Date  
Cash  
Cheques

Teller Stamp & Initials

Current charges due date  
10/06/2023

For Credit **Urban Utilities**  
Trans Code User ID

Customer Reference No.

Total Due

831 066840 101061175100007

\$ 343.89

**Water and Sewerage  
Quarterly Account**

QUUR17\_A4B/E-1/S-1/I-1/  
JENBRO INVESTMENTS PTY LTD TTE  
6 KINGVIEW PLACE  
MERNDA VIC 3754

*Paid 24/2/23  
by Macey  
bank:  
Bpay*

**Property Location:** 29 GLORIOUS PROMENADE  
REDBANK PLAINS 4301

Customer reference number 10 1061 1751 0000 7

Bill number 1061 1751 60

Date issued 01/02/2023

**Total due** ■ **\$316.56**

**Current charges due date** **10/03/2023**

**Your water usage**

Water usage (KL) 25  
Days charged 91

*Average daily water usage (litres)*

Current period 275  
Same period last year 215

**Account Summary** Period 28/10/2022 - 26/01/2023

**Your Last Account**

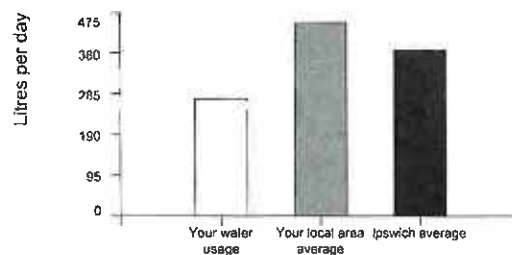
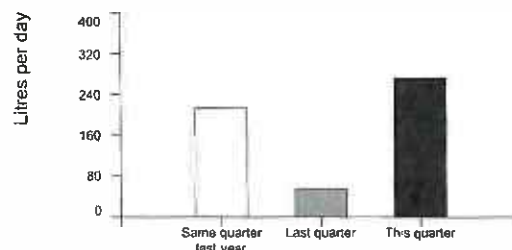
Amount Billed \$284.57  
Amount Paid \$284.57CR

**Your Current Account**

Balance \$0.00  
Current Charges \$316.56

**Total Due** **\$316.56**

*If full payment is not received by the due date, a compounding interest of 8.17% per annum will accrue daily on any amount owing.*



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Amount paid

Date paid

Receipt number



# YOUR CHARGES for 28/10/2022 - 26/01/2023 (91 days)

Customer ref. no. 10 1061 1751 0000 7

29 GLORIOUS PROMENADE  
REDBANK PLAINS 4301

## Your meter readings

Serial Number	Read Date	Reading	Usage	Comment
ADD2206709	28/10/2022	2		
	27/01/2023	27	25kL	

## Water Usage

<b>State bulk water price</b>			
State Bulk Water Charge 2022/23	25kL @ \$3.301000/kL		\$82.52
<b>Urban Utilities distributor-retailer price</b>			
Tier 1 usage 2022/23	25kL @ \$0.863000/kL		\$21.57
	<b>Subtotal</b>		<b>\$104.09</b>

## Water Services

<b>Urban Utilities water service charge</b>			
Water service charge 2022/23	91 days		\$60.78
	<b>Subtotal</b>		<b>\$60.78</b>

## Sewerage Services

<b>Urban Utilities sewerage service charge</b>			
Sewerage service charge 2022/23	91 days		\$151.69
	<b>Subtotal</b>		<b>\$151.69</b>

**Water usage \$104.09**

**Water services \$60.78**

**Sewerage services \$151.69**

**Your total charges 28/10/2022 - 26/01/2023 \$316.56**

 Your usage was 25 kilolitres.  
That's an average of 275 litres per day.



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**Water and Sewerage Account**  
In Person / Mail Payment Advice  
Name: JENBRO INVESTMENTS  
PTY LTD TTE



Billers Code: 112144  
Ref: 10 1061 1751 0000 7



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\*4001 101061175100007



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Commonwealth Bank of Australia  
ABN 49 123 123 124  
240 Queen Street, Brisbane, QLD



Date  
Cash  
Cheques

Teller Stamp & Initials

Current charges due date  
**10/03/2023**

For Credit **Urban Utilities**  
Trans Code User ID

Customer Reference No.

Total Due

831

066840

101061175100007

\$

316.56

**Water and Sewerage  
Quarterly Account**

QUUR09\_A4B/E-1/S-1/I-1/  
JENBRO INVESTMENTS PTY LTD TTE  
6 KINGVIEW PLACE  
MERNDA VIC 3754

8/12/22  
MC  
Rec No.  
29205846627

**Property Location:** 29 GLORIOUS PROMENADE  
REDBANK PLAINS 4301

Customer reference number 10 1061 1751 0000 7

Bill number 1061 1751 59

Date issued 02/11/2022

**Total due** **\$284.57**

**Current charges due date** **09/12/2022**

**Your water usage**

Water usage (kL) 19  
Days charged 88

*Average daily water usage (litres)*

Current period 54  
Same period last year 271

**Account Summary** Period 01/08/2022 - 27/10/2022

**Your Last Account**

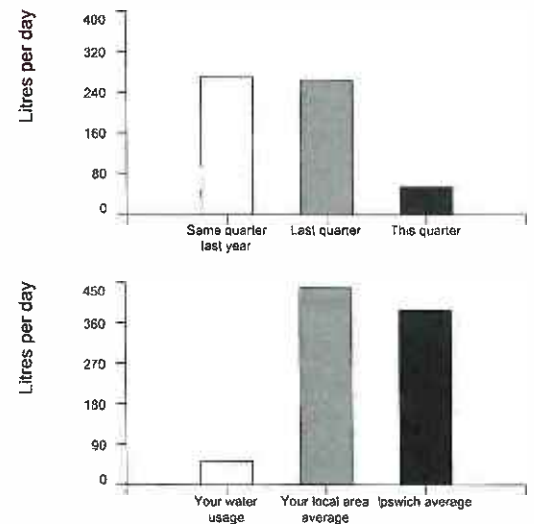
Amount Billed \$246.39  
Amount Paid \$246.39CR

**Your Current Account**

Balance \$0.00  
Current Charges \$284.57

**Total Due \$284.57**

*If full payment is not received by the due date, a compounding interest of 8.17% per annum will accrue daily on any amount owing.*




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Amount paid

Date paid

Receipt number

**YOUR CHARGES for 01/08/2022 - 27/10/2022 (88 days)**

Customer ref. no. 10 1061 1751 0000 7

29 GLORIOUS PROMENADE  
REDBANK PLAINS 4301

**Your meter readings**

Serial Number	Read Date	Reading	Usage	Comment
ZBF13318	01/08/2022	907		Final Reading
	21/09/2022	924	17kL	
ADD2206709	21/09/2022	0		New Meter
	21/09/2022	0	0kL	
ADD2206709	21/09/2022	0		
	28/10/2022	2	2kL	

 Your usage was 19 kilolitres.  
That's an average of 216 litres per day.

**Water Usage**

**State bulk water price**  
State Bulk Water Charge 2022/23 19kL @ \$3.301000/kL \$62.71

**Urban Utilities distributor-retailer price**  
Tier 1 usage 2022/23 19kL @ \$0.863000/kL \$16.39  
**Subtotal \$79.10**

**Water Services**

**Urban Utilities water service charge**  
Water service charge 2022/23 88 days \$58.78  
**Subtotal \$58.78**

**Sewerage Services**

**Urban Utilities sewerage service charge**  
Sewerage service charge 2022/23 88 days \$146.69  
**Subtotal \$146.69**

**Water usage \$79.10**

**Water services \$58.78**

**Sewerage services \$146.69**

**Your total charges 01/08/2022 - 27/10/2022 \$284.57**



**WANT TO TALK WATER?**  
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Scan below to join the conversation.



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**Water and Sewerage Account**  
In Person / Mail Payment Advice  
Name: JENBRO INVESTMENTS  
PTY LTD TTE



Biller Code: 112144  
Ref: 10 1061 1751 0000 7



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ABN 48 113 123 124  
240 Queen Street, Brisbane, QLD



- Date
- Cash
- Teller Stamp & Initials
- Cheques

Current charges due date  
09/12/2022



\*4001 101061175100007



Total Due

For Credit **Urban Utilities**  
Trans Code User ID

831

066840

Customer Reference No.

101061175100007

\$

284.57





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Account Enquiries 13 26 5  
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### Water and Sewerage Quarterly Account

QUUR42\_A4B/E-1/S-1/I-1/  
JENBRO INVESTMENTS PTY LTD TTE  
6 KINGVIEW PLACE  
MERNDA VIC 3754

7/9/22  
MK  
Rec. No  
2672 1064164

Customer reference number	10 1061 1751 0000 7
Bill number	1061 1751 58
Date issued	04/08/2022
<b>Total due</b>	<b>\$246.39</b>
<b>Current charges due date</b>	<b>11/09/2022</b>

**Property Location:** 29 GLORIOUS PROMENADE  
REDBANK PLAINS 4301

<b>Your water usage</b>	
Water usage (kL)	17
Days charged	77
<b>Average daily water usage (litres)</b>	
Current period	221
Same period last year	241

### Account Summary Period 16/05/2022 - 31/07/2022

#### Your Last Account

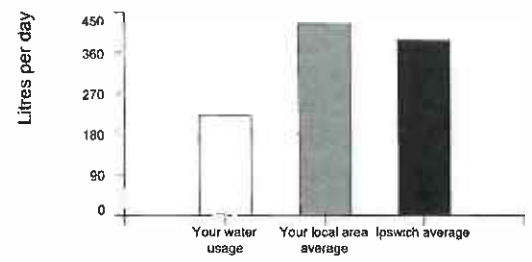
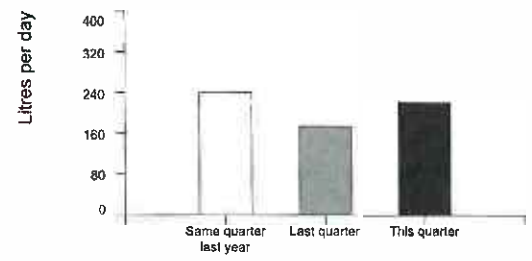
Amount Billed	\$306.62
Amount Paid	\$306.62CR

#### Your Current Account

Balance	\$0.00
Current Charges	\$246.39

**Total Due \$246.39**

*If full payment is not received by the due date, a compounding interest of 8.17% per annum will accrue daily on any amount owing.*



## FY23 PRICES APPLY FROM FRIDAY 1 JULY 2022

Scan the QR code for more information or see *Pipeline*

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Payment by credit card will incur a 0.51% surcharge. We accept Mastercard or Visa credit cards.

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Amount paid

Date paid

Receipt number



**YOUR CHARGES for 16/05/2022 - 31/07/2022 (77 days)**

Customer ref. no. 10 1061 1751 0000 7

29 GLORIOUS PROMENADE  
REDBANK PLAINS 4301

**Your meter readings**

Serial Number	Read Date	Reading	Usage	Comment
ZBF13318	16/05/2022	890		
	01/08/2022	907	17kL	

**Water Usage**

State bulk water price			
State Bulk Water Charge 2021/22	10.16kL @ \$3.231000/kL		\$32.82
State Bulk Water Charge 2022/23	6.84kL @ \$3.301000/kL		\$22.57

**Urban Utilities distributor-retailer price**

Tier 1 usage 2021/22	10.16kL @ \$0.838000/kL	\$8.51
Tier 1 usage 2022/23	6.84kL @ \$0.863000/kL	\$5.90
<b>Subtotal</b>		<b>\$69.80</b>

**Water Services**

**Urban Utilities water service charge**

Water service charge 2021/22	46 days	\$29.80
This charge is for the period 16/05/2022 to 30/06/2022		
Water service charge 2022/23	31 days	\$20.70
This charge is for the period 01/07/2022 to 31/07/2022		
<b>Subtotal</b>		<b>\$50.50</b>

**Sewerage Services**

**Urban Utilities sewerage service charge**

Sewerage service charge 2021/22	46 days	\$74.42
This charge is for the period 16/05/2022 to 30/06/2022		
Sewerage service charge 2022/23	31 days	\$51.67
This charge is for the period 01/07/2022 to 31/07/2022		
<b>Subtotal</b>		<b>\$126.09</b>

**Water usage \$69.80**

**Water services \$50.50**

**Sewerage services \$126.09**

**Your total charges 16/05/2022 - 31/07/2022 \$246.39**

 Your usage was 17 kilolitres.  
That's an average of 221 litres per day.

**FY23 PRICES APPLY FROM FRIDAY 1 JULY 2022**

Scan the QR code for more information or see Pipeline



**INTERPRETER SERVICE 13 14 50**

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**Water and Sewerage Account**  
In Person / Mail Payment Advice  
Name: JENBRO INVESTMENTS  
PTY LTD TTE



Billor Code: 112144  
Ref: 10 1061 1751 0000 7



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240 Queen Street, Brisbane, QLD



Date  
Cash  
Teller Stamp & Initials  
Cheques

Current charges due date  
11/09/2022

For Credit **Urban Utilities**  
Trans Code User ID

Customer Reference No.

Total Due

831

066840

101061175100007

\$

246.39



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Australian Securities & Investments Commission

ABN 86 768 265 615

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

JENBRO INVESTMENTS PTY LTD  
6 KINGVIEW PL MERNDA VIC 3754

INVOICE STATEMENT  
Issue date 12 Nov 22  
JENBRO INVESTMENTS PTY LTD

**PAID** - out of macy bank A/C receipt attached.

ACN 166 722 541  
Account No. 22 166722541

### Summary

Opening Balance	\$2.00 cr
New items	\$292.00
Payments & credits	\$2.00 cr
<b>TOTAL DUE</b>	<b>\$288.00</b>

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

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

### Please pay

Immediately	\$0.00
By 12 Jan 23	\$288.00

*If you have already paid please ignore this invoice statement.*

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



**ASIC**  
Australian Securities & Investments Commission

PAYMENT SLIP  
JENBRO INVESTMENTS PTY LTD

ACN 166 722 541    Account No: 22 166722541



22 166722541

<b>TOTAL DUE</b>	<b>\$288.00</b>
<b>Immediately</b>	<b>\$0.00</b>
<b>By 12 Jan 23</b>	<b>\$288.00</b>

*Payment options are listed on the back of this payment slip*



**Biller Code:**17301  
**Ref:** 2291667225414



\*814 129 0002291667225414 17

## Transaction details:

page 2 of 2

	Transactions for this period	ASIC reference	\$ Amount
2022-11-12	Annual Review - Pty Co	4X1576696480B A	\$290.00
2022-11-12	Payment Splitting Adjustment for Matching		\$2.00 cr
2022-11-12	Payment Splitting Adjustment for Matching		\$2.00
	<b>Outstanding transactions</b>		
2022-11-12	Annual Review - Pty Co	4X1576696480B A	\$288.00

---

### PAYMENT OPTIONS



Billpay Code: 8929  
Ref: 2291 6672 2541 417

#### Australia Post

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

#### Phone

Call 13 18 16 to pay by Mastercard or Visa

#### On-line

Go to [postbillpay.com.au](http://postbillpay.com.au) to pay by Mastercard or Visa

#### Mail

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

**Biller Code:** 17301  
**Ref:** 2291667225414

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

Inquires 1300 300 630

Issue date 12 Nov 22

# Company Statement

Extract of particulars - s346A(1) Corporations Act 2001

CORPORATE KEY: 77287657

## Check this statement carefully

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

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

ACN 166 722 541  
FOR JENBRO INVESTMENTS PTY LTD

REVIEW DATE: 12 November 22

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



To make changes to company details or amend incorrect information

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



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



Use your agent.

## Company Statement

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

1 **Registered office**  
6 KINGVIEW PLACE MERNDA VIC 3754

2 **Principal place of business**  
6 KINGVIEW PLACE MERNDA VIC 3754

3 **Officeholders**

Name:	JENNIFER MICHELLE BROWNE
Born:	MELBOURNE VIC
Date of birth:	26/01/1972
Address:	6 KINGVIEW PLACE MERNDA VIC 3754
Office(s) held:	DIRECTOR, APPOINTED 12/11/2013; SECRETARY, APPOINTED 12/11/2013

### 4 **Company share structure**

Share class	Shares description	Number issued	Total amount paid on these shares	Total amount unpaid on these shares
ORD	ORDINARY	1	\$0.00	\$0.00

5 **Members**

These details continue on the next page

JENBRO INVESTMENTS PTY LTD ACN 166 722 541

Page 1 of 2

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## Company statement continued

Name: JENNIFER MICHELLE BROWNE  
Address: 6 KINGVIEW PLACE MERNDA VIC 3754

Share Class	Total number held	Fully paid	Beneficially held
ORD	1	Yes	No

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

## End of company statement

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

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## Loan Activity Statement

Account Number 40 308 935 6

Page No 2 of 2

Statement Period 01.07.22 to 31.07.22

Jenbro Super Pty Ltd ATF JM Browne Supe

BPAY<sup>®</sup> Biller Code 18309 Reference No. 40 308 935 6  
ONLINE STATEMENTS NOW AVAILABLE on our website -  
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DATE	TRANSACTION DETAILS	DEBIT	CREDIT	BALANCE
01.07.22	Opening Loan Balance			232,634.54
20.07.22	La Trobe Financial Quick Pay Repayment		1,872.00	230,762.54
29.07.22	Insurance Confirmation Fee		25.00	230,737.54
29.07.22	Insurance Confirmation Fee	50.00		230,787.54
31.07.22	Account Service Fee	15.00		230,802.54
31.07.22	Interest (7 days 7.89% p.a., 24 days 8.39% p.a.)	1,630.24		232,432.78
31.07.22	Closing Loan Balance			232,432.78

Please check all entries on this statement and inform us promptly of any error or unauthorised transactions.





## Loan Activity Statement

Jenbro Super Pty Ltd ATF JM Browne Supe

Account Number 40 308 935 6

Page No 1 of 2

Statement Period 01.07.22 to 31.07.22

BPAY® Biller Code 18309 Reference No. 40 308 935 6

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### Loan Account Detail Summary

Security Address:	Lot 649 Glorious Promenade REDBANK PLAINS QLD 4301
Current Interest Rate at 02 Aug 2022 (calculated (Daily Rests) = Variable)	8.39% p.a.
Loan Approved Amount	\$ 256,000.00
Closing Loan Balance at 31 Jul 2022	\$ 232,432.78
Loan Settlement Month	August 2014
Original Loan Maturity	August 2044
Contract Term Remaining	22 years 1 month
Forecast Term (based on current repayment profile)	22 years
National Credit Code Regulated	No
Privacy Password Protected	Yes
Interest Charges for Statement Period	\$ 1,630.24
Repayments Received during Statement Period	\$ 1,872.00
Minimum Monthly Repayment Amount	\$ 1,947.00
Monthly Repayment Due Date	20th each month.

#### Loan Guarantor Details

Ms JM Browne 8 Pretty Valley Grove SOUTH MORANG VIC 3752

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## Loan Activity Statement

Account Number 40 308 935 6

Page No 2 of 2

Statement Period 01.08.22 to 31.08.22

Jenbro Super Pty Ltd ATF JM Browne Supe

BPAY® Biller Code 18309 Reference No. 40 308 935 6

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DATE	TRANSACTION DETAILS	DEBIT	CREDIT	BALANCE
01.08.22	Opening Loan Balance			232,432.78
11.08.22	Packet Review Fee	300.00		232,732.78
22.08.22	La Trobe Financial Quick Pay Repayment		1,947.00	230,785.78
31.08.22	Account Service Fee	15.00		230,800.78
31.08.22	Interest (7 days 8.39% p.a., 24 days 8.89% p.a.)	1,729.47		232,530.25
31.08.22	Closing Loan Balance			232,530.25

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## Loan Activity Statement

Jenbro Super Pty Ltd ATF JM Browne Supe

Account Number 40 308 935 6

Page No 1 of 2

Statement Period 01.08.22 to 31.08.22

BPAY® Biller Code 18309 Reference No. 40 308 935 6

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### Loan Account Detail Summary

Security Address: Lot 649 Glorious Promenade REDBANK PLAINS QLD 4301

Current Interest Rate at 05 Sep 2022 (calculated (Daily Rests) - Variable)	8.89% p.a.
Loan Approved Amount	\$ 256,000.00
Closing Loan Balance at 31 Aug 2022	\$ 232,530.25
Loan Settlement Month	August 2014
Original Loan Maturity	August 2044
Contract Term Remaining	22 years
Forecast Term (based on current repayment profile)	21 years 11 months
National Credit Code Regulated	No
Privacy Password Protected	Yes
Interest Charges - 01.07.22 to 31.08.22	\$ 3,359.71
Repayments Received during Statement Period	\$ 1,947.00
Minimum Monthly Repayment Amount	\$ 2,024.00
Monthly Repayment Due Date	20th each month

#### Loan Guarantor Details

Ms JM Browne 8 Pretty Valley Grove SOUTH MORANG VIC 3752

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## Loan Activity Statement

Jenbro Super Pty Ltd ATF JM Browne Supe

Account Number 40 308 935 6

Page No 2 of 2

Statement Period 01.09.22 to 30.09.22

BPAYs Biller Code 18309 Reference No. 40 308 935 6

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DATE	TRANSACTION DETAILS	DEBIT	CREDIT	BALANCE
01. 09. 22	Opening Loan Balance			232, 530. 25
20. 09. 22	La Trobe Financial Quick Pay Repayment		2, 024. 00	230, 506. 25
30. 09. 22	Account Service Fee	15. 00		230, 521. 25
30. 09. 22	Interest (11 days 8.89% p.a., 19 days 9.39% p.a.)	1, 753. 86		232, 275. 11
30. 09. 22	Closing Loan Balance			232, 275. 11

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## Loan Activity Statement

Account Number 40 308 935 6

Page No 1 of 2

Statement Period 01.09.22 to 30.09.22

Jenbro Super Pty Ltd ATF JM Browne Supe

BPAY® Biller Code 18309 Reference No. 40 308 935 6

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### Loan Account Detail Summary

Security Address: Lot 649 Glorious Promenade REDBANK PLAINS QLD 4301

Current Interest Rate at 05 Oct 2022 (calculated (Daily Rests) - Variable)	9.39% p.a.
Loan Approved Amount	\$ 256,000.00
Closing Loan Balance at 30 Sep 2022	\$ 232,275.11
Loan Settlement Month	August 2014
Original Loan Maturity	August 2044
Contract Term Remaining	21 years 11 months
Forecast Term (based on current repayment profile)	21 years 9 months
National Credit Code Regulated	No
Privacy Password Protected	Yes
Interest Charges - 01.07.22 to 30.09.22	\$ 5,113.57
Repayments Received during Statement Period	\$ 2,024.00
Minimum Monthly Repayment Amount	\$ 2,104.00
Monthly Repayment Due Date	20th each month

#### Loan Guarantor Details

Ms JM Browne 8 Pretty Valley Grove SOUTH MORANG VIC 3752

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## Loan Activity Statement

Account Number 40 308 935 6

Page No 2 of 2

Statement Period 01.10.22 to 31.10.22

Jenbro Super Pty Ltd ATF JM Browne Supe

BPAY® Biller Code 18309 Reference No. 40 308 935 6

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DATE	TRANSACTION DETAILS	DEBIT	CREDIT	BALANCE
01. 10. 22	Opening Loan Balance			232, 275. 11
20. 10. 22	La Trobe Financial Quick Pay Repayment		2, 104. 00	230, 171. 11
31. 10. 22	Account Service Fee	15. 00		230, 186. 11
31. 10. 22	Interest (9 days 9.39% p.a., 22 days 9.64% p.a.)	1, 880. 75		232, 066. 86
31. 10. 22	Closing Loan Balance			232, 066. 86

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## Loan Activity Statement

Account Number 40 308 935 6

Page No 1 of 2

Statement Period 01.10.22 to 31.10.22

Jenbro Super Pty Ltd ATF JM Browne Supe

BPAY® Biller Code 18309 Reference No. 40 308 935 6

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### Loan Account Detail Summary

Security Address: Lot 649 Glorious Promenade REDBANK PLAINS QLD 4301

Current Interest Rate at 08 Nov 2022 (calculated (Daily Rests) - Variable)	9.99% p.a.
Loan Approved Amount	\$ 256,000.00
Closing Loan Balance at 31 Oct 2022	\$ 232,066.86
Loan Settlement Month	August 2014
Original Loan Maturity	August 2044
Contract Term Remaining	21 years 10 months
National Credit Code Regulated	No
Privacy Password Protected	Yes

Interest Charges - 01.07.22 to 31.10.22	\$ 6,994.32
Repayments Received during Statement Period	\$ 2,104.00
Minimum Monthly Repayment Amount	\$ 2,143.00
Monthly Repayment Due Date	20th each month

#### Loan Guarantor Details

Ms JM Browne 8 Pretty Valley Grove SOUTH MORANG VIC 3752

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## Loan Activity Statement

Account Number 40 308 935 6

Page No 2 of 2

Statement Period 01.11.22 to 30.11.22

Jenbro Super Pty Ltd ATF JM Browne Supe

BPAY® Biller Code 18309 Reference No. 40 308 935 6

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DATE	TRANSACTION DETAILS	DEBIT	CREDIT	BALANCE
01. 11. 22	Opening Loan Balance			232,066.86
21. 11. 22	La Trobe Financial Quick Pay Repayment		2,143.00	229,923.86
30. 11. 22	Account Service Fee	15.00		229,938.86
30. 11. 22	Interest (6 days 9.64% p.a., 24 days 9.99% p.a.)	1,886.28		231,825.14
30. 11. 22	Closing Loan Balance			231,825.14

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## Loan Activity Statement

Jenbro Super Pty Ltd ATF JM Browne Supe

Account Number 40 308 935 6

Page No 1 of 2

Statement Period 01.11.22 to 30.11.22

BPAY® Biller Code 18309 Reference No. 40 308 935 6

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### Loan Account Detail Summary

Security Address:	Lot 649 Glorious Promenade REDBANK PLAINS QLD 4301
Current Interest Rate at 02 Dec 2022 (calculated (Daily Rests) - Variable)	9.99% p.a.
Loan Approved Amount	\$ 256,000.00
Closing Loan Balance at 30 Nov 2022	\$ 231,825.14
Loan Settlement Month	August 2014
Original Loan Maturity	August 2044
Contract Term Remaining	21 years 9 months
Forecast Term (based on current repayment profile)	21 years 7 months
National Credit Code Regulated	No
Privacy Password Protected	Yes
Interest Charges - 01.07.22 to 30.11.22	\$ 8,880.60
Repayments Received during Statement Period	\$ 2,143.00
Minimum Monthly Repayment Amount	\$ 2,198.00
Monthly Repayment Due Date	20th each month

#### Loan Guarantor Details

Ms JM Browne 8 Pretty Valley Grove SOUTH MORANG VIC 3752

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Our 12 Month Term Account has been judged Best Credit Fund - Mortgages by *Money* magazine for 13 consecutive years and is currently offering a variable return of 5.55% p.a.\*.

\*The rate of return on your investment is current as 1 December 2022. The rate of return is reviewed and determined monthly and may increase or decrease each month. The rate of return applicable for any given month is paid at the start of the following month. The rate of return is not guaranteed and is determined by the future revenues of the Credit Fund and may be lower than expected.

An investment in the Credit Fund is not a bank deposit, and investors risk losing some or all of their principal investment. Past performance is not a reliable indicator of future performance. Withdrawal rights are subject to liquidity and may be delayed or suspended.

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## Loan Activity Statement

Account Number 40 308 935 6

Page No 2 of 2

Statement Period 01.12.22 to 31.12.22

Jenbro Super Pty Ltd ATF JM Browne Supe

BEAVER Biller Code 18309 Reference No. 40 308 935 6

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DATE	TRANSACTION DETAILS	DEBIT	CREDIT	BALANCE
01. 12. 22	Opening Loan Balance			231, 825. 14
20. 12. 22	La Trobe Financial Quick Pay Repayment		2, 198. 00	229, 627. 14
31. 12. 22	Account Service Fee	15. 00		229, 642. 14
31. 12. 22	Interest (12 days 9.99% p.a., 19 days 10.24% p.a.)	1, 989. 72		231, 631. 86
31. 12. 22	Closing Loan Balance			231, 631. 86

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## Loan Activity Statement

Account Number 40 308 935 6

Page No 1 of 2

Statement Period 01.12.22 to 31.12.22

Jenbro Super Pty Ltd ATF JM Browne Supe

BPAY® Biller Code 18309 Reference No. 40 308 935 6

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### Loan Account Detail Summary

Security Address: Lot 649 Glorious Promenade REDBANK PLAINS QLD 4301

Current Interest Rate at 06 Jan 2023 (calculated (Daily Rests) - Variable)	10.24% p.a.
Loan Approved Amount	\$ 256,000.00
Closing Loan Balance at 31 Dec 2022	\$ 231,631.86
Loan Settlement Month	August 2014
Original Loan Maturity	August 2044
Contract Term Remaining	21 years 8 months
Forecast Term (based on current repayment profile)	21 years 6 months
National Credit Code Regulated	No
Privacy Password Protected	Yes
Interest Charges - 01.07.22 to 31.12.22	\$ 10,870.32
Repayments Received during Statement Period	\$ 2,198.00
Minimum Monthly Repayment Amount	\$ 2,238.00
Monthly Repayment Due Date	20th each month

#### Loan Guarantor Details

Ms JM Browne 8 Pretty Valley Grove SOUTH MORANG VIC 3752

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## Loan Activity Statement

Account Number 40 308 935 6

Page No 2 of 2

Statement Period 01.01.23 to 31.01.23

Jenbro Super Pty Ltd ATF JM Browne Supe

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DATE	TRANSACTION DETAILS	DEBIT	CREDIT	BALANCE
01. 01. 23	Opening Loan Balance			231, 631. 86
20. 01. 23	La Trobe Financial Quick Pay Repayment		2, 238. 00	229, 393. 86
31. 01. 23	Account Service Fee	15. 00		229, 408. 86
31. 01. 23	Interest (31 days 10.24% p.a.)	2, 006. 97		231, 415. 83
31. 01. 23	Closing Loan Balance			231, 415. 83

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## Loan Activity Statement

Jenbro Super Pty Ltd ATF JM Browne Supe

**Account Number 40 308 935 6**

Page No 1 of 2

Statement Period 01.01.23 to 31.01.23

BPAY® Biller Code 18309 Reference No. 40 308 935 6

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### Loan Account Detail Summary

Security Address:	Lot 649 Glorious Promenade REDBANK PLAINS QLD 4301
Current Interest Rate at 03 Feb 2023 (calculated (Daily Rests) - Variable)	10.24% p.a.
Loan Approved Amount	\$ 256,000.00
Closing Loan Balance at 31 Jan 2023	\$ 231,415.83
Loan Settlement Month	August 2014
Original Loan Maturity	August 2044
Contract Term Remaining	21 years 7 months
Forecast Term (based on current repayment profile)	21 years 5 months
National Credit Code Regulated	No
Privacy Password Protected	Yes
Interest Charges - 01.07.22 to 31.01.23	\$ 12,877.29
Repayments Received during Statement Period	\$ 2,238.00
Minimum Monthly Repayment Amount	\$ 2,238.00
Monthly Repayment Due Date	20th each month

#### Loan Guarantor Details

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La Trobe Financial Asset Management Limited ACN 007 332 303 Australian Financial Services Licence 222213 Australian Credit Licence 222213 is the responsible entity of the La Trobe Australian Credit Fund ARSN 098 175 321. It is important for you to consider the Product Disclosure Statement for the Credit Fund in deciding whether to invest, or to continue to invest, in the Credit Fund. You can read the PDS and the Target Market Determinations on our website or ask for a copy by calling us on 13 80 10.



## Loan Activity Statement

Account Number 40 308 935 6

Page No 2 of 2

Statement Period 01.02.23 to 28.02.23

Jenbro Super Pty Ltd ATF JM Browne Supe

BPAY® Biller Code 18309 Reference No. 40 308 935 6

ONLINE STATEMENTS NOW AVAILABLE on our website -  
*Login, My Home Loan, New Registration*

DATE	TRANSACTION DETAILS	DEBIT	CREDIT	BALANCE
01.02.23	Opening Loan Balance			231,415.83
01.02.23	Renegotiation Fee	400.00		231,815.83
20.02.23	La Trobe Financial Quick Pay Repayment		1,818.28	229,997.55
28.02.23	Account Service Fee	15.00		230,012.55
28.02.23	Interest (28 days 7.44% p.a.)	1,319.73		231,332.28
28.02.23	Closing Loan Balance			231,332.28

Please check all entries on this statement and inform us promptly of any error or unauthorised transactions.





## Loan Activity Statement

Account Number 40 308 935 6

Page No 1 of 2

Statement Period 01.02.23 to 28.02.23

Jenbro Super Pty Ltd ATF JM Browne Supe

BPAY® Biller Code 18309 Reference No. 40 308 935 6

ONLINE STATEMENTS NOW AVAILABLE on our website -  
Login, My Home Loan, New Registration

### Loan Account Detail Summary

Security Address:	Lot 649 Glorious Promenade REDBANK PLAINS QLD 4301
Current Interest Rate at 02 Mar 2023 (calculated (Daily Rests) - Variable)	7.44% p.a.
Loan Approved Amount	\$ 256,000.00
Closing Loan Balance at 28 Feb 2023	\$ 231,332.28
Loan Settlement Month	August 2014
Original Loan Maturity	August 2044
Contract Term Remaining	21 years 6 months
Forecast Term (based on current repayment profile)	21 years 4 months
National Credit Code Regulated	No
Privacy Password Protected	Yes
Interest Charges - 01.07.22 to 28.02.23	\$ 14,197.02
Repayments Received during Statement Period	\$ 1,818.28
Minimum Monthly Repayment Amount	\$ 1,818.28
Monthly Repayment Due Date	20th each month

#### Loan Guarantor Details

Ms JM Browne 8 Pretty Valley Grove SOUTH MORANG VIC 3752

#### RECEIVE THIS STATEMENT BY EMAIL:

Please email customerservices@latrobefinancial.com.au to update your contact details.

#### La Trobe Financial LoanManager App now available

Download the App and access your Loan Account for the following options:

- View your Loan balance;
- Check your Redraw balance; and
- Request a Statement.

Visit App Store for Apple devices or Play Store for Android devices and search, **La Trobe Financial LoanManager**.

#### You can also save money with La Trobe Financial

Did you know that you can reduce the amount of interest you pay and your loan term by making extra weekly, fortnightly or monthly payments? To check whether this applies to your loan and if any fees or charges apply, you can call us on 13 80 10.

#### You can invest with us too

Our 12 Month Term Account has been judged Best Credit Fund - Mortgages by *Money* magazine for 14 consecutive years and is currently offering a variable return of 5.65% p.a.\*.

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La Trobe Financial Asset Management Limited ACN 007 332 363 Australian Financial Services Licence 222113 Australian Credit Licence 222113 is the responsible entity of the La Trobe Australian Credit Fund ARSN 008 178 321. It is important for you to consider the Product Disclosure Statement for the Credit Fund in deciding whether to invest, or to continue to invest, in the Credit Fund. You can read the PDS and the Target Market Determinations on our website or ask for a copy by calling us on 13 80 10.



## Loan Activity Statement

Jenbro Super Pty Ltd ATF JM Browne Supe

Account Number 40 308 935 6

Page No 2 of 2

Statement Period 01.03.23 to 31.03.23

BPAY® Biller Code 18309 Reference No. 40 308 935 6

ONLINE STATEMENTS NOW AVAILABLE on our website -  
*Login, My Home Loan, New Registration*

DATE	TRANSACTION DETAILS	DEBIT	CREDIT	BALANCE
01.03.23	Opening Loan Balance			231,332.28
20.03.23	La Trobe Financial Quick Pay Repayment		1,818.28	229,514.00
31.03.23	Account Service Fee	15.00		229,529.00
31.03.23	Interest (7 days 7.44% p.a., 24 days 7.79% p.a.)	1,510.35		231,039.35
31.03.23	Closing Loan Balance			231,039.35

Please check all entries on this statement and inform us promptly of any error or unauthorised transactions.



## Loan Activity Statement

Account Number 40 308 935 6

Page No 1 of 2

Statement Period 01.03.23 to 31.03.23

Jenbro Super Pty Ltd ATF JM Browne Supe

BPAY® Biller Code 18309 Reference No. 40 308 935 6

ONLINE STATEMENTS NOW AVAILABLE on our website -  
Login, My Home Loan, New Registration

### Loan Account Detail Summary

Security Address:	Lot 649 Glorious Promenade REDBANK PLAINS QLD 4301
Current Interest Rate at 04 Apr 2023 (calculated (Daily Rests) - Variable)	7.79% p.a.
Loan Approved Amount	\$ 256,000.00
Closing Loan Balance at 31 Mar 2023	\$ 231,039.35
Loan Settlement Month	August 2014
Original Loan Maturity	August 2044
Contract Term Remaining	21 years 5 months
Forecast Term (based on current repayment profile)	21 years 3 months
National Credit Code Regulated	No
Privacy Password Protected	Yes
Interest Charges - 01.07.22 to 31.03.23	\$ 15,707.37
Repayments Received during Statement Period	\$ 1,818.28
Minimum Monthly Repayment Amount	\$ 1,869.00
Monthly Repayment Due Date	20th each month

#### Loan Guarantor Details

Ms JM Browne 8 Pretty Valley Grove SOUTH MORANG VIC 3752

#### RECEIVE THIS STATEMENT BY EMAIL:

Please email customerservices@latrobefinancial.com.au to update your contact details.

#### La Trobe Financial LoanManager App now available

Download the App and access your Loan Account for the following options:

- View your Loan balance;
- Check your Redraw balance; and
- Request a Statement.

Visit App Store for Apple devices or Play Store for Android devices and search, **La Trobe Financial LoanManager**.

#### You can also save money with La Trobe Financial

Did you know that you can reduce the amount of interest you pay and your loan term by making extra weekly, fortnightly or monthly payments? To check whether this applies to your loan and if any fees or charges apply, you can call us on 13 80 10.

#### You can invest with us too

Our 12 Month Term Account has been judged Best Credit Fund - Mortgages by *Money* magazine for 14 consecutive years and is currently offering a variable return of 5.75% p.a.\*.

\*The rate of return on your investment is current at 1 April 2023. The rate of return is reviewed and determined monthly and may increase or decrease each month. The rate of return applicable for any given month is paid at the start of the following month. The rate of return is not guaranteed and is determined by the future revenue of the Credit Fund and may be lower than expected.

An investment in the Credit Fund is not a bank deposit, and investors risk losing some or all of their principal investment. Past performance is not a reliable indicator of future performance. Withdrawal rights are subject to liquidity and may be delayed or suspended.

La Trobe Financial Asset Management Limited ACN 007 332 363 Australian Financial Services Licence 222113 Australian Credit Licence 222113 is the responsible entity of the La Trobe Australian Credit Fund ARSN 088 178 321. It is important for you to consider the Product Disclosure Statement for the Credit Fund in deciding whether to invest, or to continue to invest, in the Credit Fund. You can read the PDS and the Target Market Determinations on our website or ask for a copy by calling us on 13 80 10.



### Loan Activity Statement

Jenbro Super Pty Ltd ATF JM Browne Supe

Account Number 40 308 935 6

Page No 2 of 2

Statement Period 01.04.23 to 30.04.23

BPAY® Biller Code 18309 Reference No. 40 308 935 6  
ONLINE STATEMENTS NOW AVAILABLE on our website -  
*Login, My Home Loan, New Registration*

DATE	TRANSACTION DETAILS	DEBIT	CREDIT	BALANCE
01. 04. 23	Opening Loan Balance			231, 039. 35
20. 04. 23	La Trobe Financial Quick Pay Repayment		1, 869. 00	229, 170. 35
30. 04. 23	Account Service Fee	15. 00		229, 185. 35
30. 04. 23	Interest (30 days 7.79% p.a.)	1, 474. 89		230, 660. 24
30. 04. 23	Closing Loan Balance			230, 660. 24

Please check all entries on this statement and inform us promptly of any error or unauthorised transactions.





## Loan Activity Statement

Account Number 40 308 935 6

Page No 1 of 2

Statement Period 01.04.23 to 30.04.23

Jenbro Super Pty Ltd ATF JM Browne Supe

BPAY® Biller Code 18309 Reference No. 40 308 935 6

ONLINE STATEMENTS NOW AVAILABLE on our website -  
Login, My Home Loan, New Registration

### Loan Account Detail Summary

Security Address: Lot 649 Glorious Promenade REDBANK PLAINS QLD 4301

Current Interest Rate at 02 May 2023 (calculated (Daily Rests) - Variable)	7.79% p.a.
Loan Approved Amount	\$ 256,000.00
Closing Loan Balance at 30 Apr 2023	\$ 230,660.24
Loan Settlement Month	August 2014
Original Loan Maturity	August 2044
Contract Term Remaining	21 years 4 months
Forecast Term (based on current repayment profile)	21 years 2 months
National Credit Code Regulated	No
Privacy Password Protected	Yes
Interest Charges - 01.07.22 to 30.04.23	\$ 17,182.26
Repayments Received during Statement Period	\$ 1,869.00
Minimum Monthly Repayment Amount	\$ 1,869.00
Monthly Repayment Due Date	20th each month

#### Loan Guarantor Details

Ms JM Browne 8 Pretty Valley Grove SOUTH MORANG VIC 3752

#### RECEIVE THIS STATEMENT BY EMAIL:

Please email customerservices@latrobefinancial.com.au to update your contact details.

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Download the App and access your Loan Account for the following options:

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Visit App Store for Apple devices or Play Store for Android devices and search, **La Trobe Financial LoanManager**.

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La Trobe Financial Asset Management Limited ADN 007 232 363 Australian Financial Services Licence 222213 Australian Credit Licence 222213 is the responsible entity of the La Trobe Australian Credit Fund ARSH 088 178 321. It is important for you to consider the Product Disclosure Statement for the Credit Fund in deciding whether to invest, or to continue to invest, in the Credit Fund. You can read the PDS and the Target Market Determinations on our website or ask for a copy by calling us on 13 80 10.



## Loan Activity Statement

Account Number 40 308 935 6

Page No. 2 of 2

Statement Period 01.05.23 to 31.05.23

Jenbro Super Pty Ltd ATF JM Browne Supe

BPAYs Biller Code 18309 Reference No. 40 308 935 6  
ONLINE STATEMENTS NOW AVAILABLE on our website -  
*Login, My Home Loan, New Registration*

DATE	TRANSACTION DETAILS	DEBIT	CREDIT	BALANCE
01.05.23	Opening Loan Balance			230,660.24
22.05.23	La Trobe Financial Quick Pay Repayment		1,869.00	228,791.24
31.05.23	Account Service Fee	15.00		228,806.24
31.05.23	Interest (4 days 7.79% p.a., 27 days 8.04% p.a.)	1,564.63		230,370.87
31.05.23	Closing Loan Balance			230,370.87

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## Loan Activity Statement

Account Number 40 308 935 6

Page No 1 of 2

Statement Period 01.05.23 to 31.05.23

Jenbro Super Pty Ltd ATF JM Browne Supe

BPAY® Biller Code 18309 Reference No. 40 308 935 6

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### Loan Account Detail Summary

Security Address:	Lot 649 Glorious Promenade REDBANK PLAINS QLD 4301
Current Interest Rate at 02 Jun 2023 (calculated (Daily Rests) - Variable)	8.04% p.a.
Loan Approved Amount	\$ 256,000.00
Closing Loan Balance at 31 May 2023	\$ 230,370.87
Loan Settlement Month	August 2014
Original Loan Maturity	August 2044
Contract Term Remaining	21 years 3 months
Forecast Term (based on current repayment profile)	21 years 2 months
National Credit Code Regulated	No
Privacy Password Protected	Yes
Interest Charges - 01.07.22 to 31.05.23	\$ 18,746.89
Repayments Received during Statement Period	\$ 1,869.00
Minimum Monthly Repayment Amount	\$ 1,905.00
Monthly Repayment Due Date	20th each month

#### Loan Guarantor Details

Ms JM Browne 8 Pretty Valley Grove SOUTH MORANG VIC 3752

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## Loan Activity Statement

Account Number 40 308 935 6

Page No 2 of 2

Statement Period 01.06.23 to 30.06.23

Jenbro Super Pty Ltd ATF JM Browne Supe

BPAY® Biller Code 18309 Reference No. 40 308 935 6  
ONLINE STATEMENTS NOW AVAILABLE on our website -  
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DATE	TRANSACTION DETAILS	DEBIT	CREDIT	BALANCE
01.06.23	Opening Loan Balance			230,370.87
20.06.23	La Trobe Financial Quick Pay Repayment		1,905.00	228,465.87
30.06.23	Account Service Fee	15.00		228,480.87
30.06.23	Interest (7 days 8.04% p.a., 23 days 8.39% p.a.)	1,568.33		230,049.20
30.06.23	Closing Loan Balance			230,049.20

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## Loan Activity Statement

Account Number 40 308 935 6

Page No 1 of 2

Statement Period 01.06.23 to 30.06.23

Jenbro Super Pty Ltd ATF JM Browne Supe

BPAY® Biller Code 18309 Reference No. 40 308 935 6

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### Interest Certificate for Year Ended 30 June 2023

Interest Charges - 01.07.22 to 30.06.23 \$ 20,315.22

#### Loan Detail Summary

Security Address: Lot 649 Glorious Promenade REDBANK PLAINS QLD 4301

Current Interest Rate at 04 Jul 2023 (calculated (Daily Rests) - Variable)	8.39% p.a.
Loan Approved Amount	\$ 256,000.00
Closing Loan Balance at 30 Jun 2023	\$ 230,049.20
Loan Settlement Month	August 2014
Original Loan Maturity	August 2044
Contract Term Remaining	21 years 2 months
Forecast Term (based on current repayment profile)	21 years
National Credit Code Regulated	No
Privacy Password Protected	Yes

Repayments Received during Statement Period	\$ 1,905.00
Minimum Monthly Repayment Amount	\$ 1,957.00
Monthly Repayment Due Date	20th each month

#### Loan Guarantor Details

Ms JM Browne 8 Pretty Valley Grove SOUTH MORANG VIC 3752

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La Trobe Financial Asset Management Limited ACN 007 332 583 Australian Financial Services Licence 222113 Australian Credit Licence 222113 is the responsible entity of the La Trobe Australian Credit Fund ARSN 088 178 321. It is important for you to consider the Product Disclosure Statement for the Credit Fund in deciding whether to invest, or to continue to invest, in the Credit Fund. You can read the PDS and the Target Market Determinations on our website or ask for a copy by calling us on 13 80 10.



# QUARTERLY RATE NOTICE

## FIRST AND FINAL NOTICE



City of  
**Ipswich**

A.B.N. 61 461 981 077  
1 Nicholas Street  
Ipswich Q 4305

PO Box 191 Ipswich Q 4305 Australia  
(07) 3810 6666 or 1300 IPSWICH  
Email: council@ipswich.qld.gov.au



Jenbro Investments Pty Ltd  
ATF The 649 Glorious Promenade Trust  
6 Kingview Place  
MERNDA VIC 3754

025  
R0\_1298690

29 Glorious Promenade, REDBANK PLAINS QLD 4301  
Lot 649 SP 234777

*Paid  
using  
Macquarie  
ATC  
15/5/23  
Receipt  
attached*

Differential General Rate	\$357.25
Enviroplan Levy	\$13.00
Household Waste Service - Wheelie Bin	\$99.25
Rural Fire Levy Separate Charge	\$0.75
State Govt Emergency & Fire Levy	\$58.85

Assessment Number	<b>170251</b>
Issue Date	<b>14 Apr 2023</b>
Period	<b>1 Apr - 30 Jun 2023</b>
Rateable Valuation	<b>\$141,166</b>
Annual Land Valuation	<b>\$167,500</b>
Gross Amount	<b>\$529.10</b>
Discount	<b>\$33.00Cr</b>



For emailed notices:  
[ipswich.enotices.com.au](http://ipswich.enotices.com.au)  
Reference No: 95F9BAEBDM

### Waste Levy

For the financial year 2022-2023, the Queensland Government will pay Council, an annual payment of \$8.9 million. The purpose of the payment is to mitigate any direct impacts of the waste levy on households in Council's local government area

Y **Green Waste Service** is now a Food Organics Garden Organics Waste Service.

Net Total Payable By Due Date

**\$496.10**

Rate & Discount Due Date

**18 May 2023**

PLEASE SEE OVER FOR DETAILS OF THESE CALCULATIONS & PAYMENT OPTIONS

**Commonwealth Bank**  
Commonwealth Bank of Australia  
IPSWICH, QLD



Name: Jenbro Investments Pty Ltd

Due Date: 18/05/2023



POST billpay



\*217 1702516

**Credit**

Date	Gross	Discount	Net
14/04/2023	\$529.10	\$33.00Cr	\$496.10



Billers Code: 1958  
Ref. 1702516

Date: / /

Teller stamp & initials	Name of customer	Assess No.		Teller Use	Notes
No. of Cheques	Paid in by			\$100	Coin
	Drawer	Bank	Branch	\$50	
				\$20	Cheques
				\$10	
				\$5	Total \$

Please fill in the following particulars of cheque: Proceeds of cheque which credited to the account are generally not available until cleared. Please refer to your account terms and conditions for details.

For CREDIT of Ipswich City Council

User Code	Customer Ref. No.	T/C
2385	1702516	831

00000000 1 70 2 5 1 6 1 0 0 2 3 8 5 0 0

8 3 1

# QUARTERLY RATE NOTICE

## FIRST AND FINAL NOTICE



City of  
**Ipswich**

A.B.N. 61 461 981 077  
1 Nicholas Street  
Ipswich Q 4305

PO Box 191 Ipswich Q 4305 Australia  
(07) 3810 6666 or 1300 IPSWICH  
Email: council@ipswich.qld.gov.au

*MC  
14/2/23  
Rec. No.  
50054073478*



Jenbro Investments Pty Ltd  
ATF The 649 Glorious Promenade Trust  
6 Kingview Place  
MERENDA VIC 3754

025  
R0\_220910

29 Glorious Promenade, REDBANK PLAINS QLD 4301  
Lot 649 SP 234777

Differential General Rate	\$357.25
Enviroplan Levy	\$13.00
Household Waste Service - Wheelie Bin	\$99.25
Rural Fire Levy Separate Charge	\$0.75
State Govt Emergency & Fire Levy	\$58.85

*Paid myself back  
24/2/23 from Macq  
to Bom*



For emailed notices:  
[ipswich.enotices.com.au](http://ipswich.enotices.com.au)  
Reference No: 21B08C2F7W

Assessment Number	<b>170251</b>
Issue Date	<b>13 Jan 2023</b>
Period	<b>1 Jan - 31 Mar 2023</b>
Rateable Valuation	<b>\$141,166</b>
Annual Land Valuation	<b>\$167,500</b>
Gross Amount	<b>\$529.10</b>
Discount	<b>\$33.00Cr</b>

### Waste Levy

For the financial year 2022-2023, the Queensland Government will pay Council, an annual payment of \$8.9 million. The purpose of the payment is to mitigate any direct impacts of the waste levy on households in Council's local government area

**Y Green Waste Service** is now a Food Organics Garden Organics Waste Service.

Net Total Payable By Due Date	<b>\$496.10</b>
Rate & Discount Due Date	<b>16 Feb 2023</b>

PLEASE SEE OVER FOR DETAILS OF THESE CALCULATIONS & PAYMENT OPTIONS



Name: Jenbro Investments Pty Ltd

Due Date: 16/02/2023



\*217 1702516

**Credit**

Date **13/01/2023** Gross **\$529.10** Discount **\$33.00Cr** Net **\$496.10**



Bill Code: 1958  
Ref. 1702516

Date  /  /

Teller stamp & initials	Name of customer	Teller Use	Notes
	Assess No.	\$100	
No. of Cheques	Paid in by <input type="text"/>	\$50	Coin
<input type="text"/>	Drawer <input type="text"/>	\$20	
	Bank <input type="text"/>	\$10	Cheques
	Branch <input type="text"/>	\$5	
			Total \$

Please fill in the following particulars of cheques: Proceeds of cheque, whilst credited to the account are generally not available until cleared. Please refer to your account terms and conditions for details.

For CREDIT of Ipswich City Council

User Code	Customer Ref. No	T/C
2385	1702516	831

00000000 1 70 25 1 61 00 2 38 511

831



# QUARTERLY RATE NOTICE

## FIRST AND FINAL NOTICE

17/11/22  
MC  
Rec NO  
50053543326



A.B.N. 61 461 981 077  
1 Nicholas Street  
Ipswich Q 4305  
PO Box 191 Ipswich Q 4305 Australia  
(07) 3810 6666 or 1300 IPSWICH  
Email: council@ipswich.qld.gov.au



Jenbro Investments Pty Ltd  
ATF The 649 Glorious Promenade Trust  
6 Kingview Place  
MERENDA VIC 3754

025  
R0\_219630

29 Glorious Promenade, REDBANK PLAINS QLD 4301  
Lot 649 SP 234777

Differential General Rate	\$357.25
Enviroplan Levy	\$13.00
Household Waste Service - Wheelie Bin	\$99.25
Rural Fire Levy Separate Charge	\$0.75
State Govt Emergency & Fire Levy	\$58.85

Recd.

Assessment Number	<b>170251</b>
Issue Date	<b>14 Oct 2022</b>
Period	<b>1 Oct - 31 Dec 2022</b>
Rateable Valuation	<b>\$141,166</b>
Annual Land Valuation	<b>\$167,500</b>
Gross Amount	<b>\$529.10</b>
Discount	<b>\$33.00Cr</b>

*Paid myself back  
24/2/23*



For emailed notices:  
[ipswich.enotices.com.au](mailto:ipswich.enotices.com.au)  
Reference No: C7A70B17DI

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Net Total Payable By Due Date	<b>\$496.10</b>
Rate & Discount Due Date	<b>17 Nov 2022</b>

PLEASE SEE OVER FOR DETAILS OF THESE CALCULATIONS & PAYMENT OPTIONS



Name: Jenbro Investments Pty Ltd

Due Date: 17/11/2022



**Credit**

Date: 14/10/2022  
Gross: \$529.10  
Discount: \$33.00Cr  
Net: \$496.10



\*217 1702516



Billor Code: 1958  
Ref. 1702516

Date: / /

Teller stamp & initials	Name of customer	Assess No.		Teller Use	Notes
No. of Cheques	Paid in by			\$100	Coin
	Drawer	Bank	Branch	\$50	Cheques
				\$20	
				\$10	
				\$5	
					Total \$

Please fill in the following particulars of cheques. Proceeds of cheque, whilst credited to the account, are generally not available until cleared. Please refer to your account terms and conditions for details.  
For CREDIT of Ipswich City Council

User Code	Customer Ref. No.	T/C
2385	1702516	831

00000000 1702516:002385

831

# QUARTERLY RATE NOTICE

## FIRST AND FINAL NOTICE

MC  
16/8/22  
Rec No  
50052925920



City of Ipswich

A B N 61 461 981 077  
1 Nicholas Street  
Ipswich Q 4305  
Box 191 Ipswich Q 4305 Australia  
(07) 3810 6666 or 1 300 IPSWICH  
Email: council@ipswich.qld.gov.au



Jenbro Investments Pty Ltd  
ATF The 649 Glorious Promenade Trust  
6 Kingview Place  
MERNDA VIC 3754

025  
RO\_1165770

29 Glorious Promenade, REDBANK PLAINS QLD 4301  
Lot 649 SP 234777

Differential General Rate	\$357.25
Enviroplan Levy	\$13.00
Household Waste Service - Wheelie Bin	\$99.25
Rural Fire Levy Separate Charge	\$0.75
State Govt Emergency & Fire Levy	\$58.85

Assessment Number	<b>170251</b>
Issue Date	<b>15 Jul 2022</b>
Period	<b>1 Jul - 30 Sep 2022</b>
Rateable Valuation	<b>\$141,166</b>
Annual Land Valuation	<b>\$167,500</b>
Gross Amount	<b>\$529.10</b>
Discount	<b>\$33.00Cr</b>



Managed by  
ipswich.enotices.com.au  
Reference No. F32496187Z

Net Total Payable By Due Date	<b>\$496.10</b>
Rate & Discount Due Date	<b>18 Aug 2022</b>

### Waste Levy

For the financial year 2022-2023, the Queensland Government will pay Council, an annual payment of \$8.9 million. The purpose of the payment is to mitigate any direct impacts of the waste levy on households in Council's local government area

Your Green Waste Service is now a Food Organics Garden Organics Waste Service.

PLEASE SEE OVER FOR DETAILS OF THESE CALCULATIONS & PAYMENT OPTIONS



Name Jenbro Investments Pty Ltd  
Due Date 18/08/2022



\*217 1702516

Credit

Date 15/07/2022  
Gross \$529.10  
Discount \$33.00Cr  
Net \$496.10



Bill Code: 1958  
Ref. 1702516

Date

Name of customer	Jenbro Investments Pty Ltd	Teller Use	Notes
Assess No		\$100	
Paid in by		\$50	Coin
Drawer		\$20	
Bank		\$10	Cheques
Branch		\$5	
For CREDIT of Ipswich City Council		Total \$	

User Code* 2385	Customer Ref. No. 1702516	T/C 831
--------------------	------------------------------	------------

00000000 1702516:00 2385

831

# IntelliVal for Professionals Automated Valuation Estimate

Prepared on 31 August 2023



## 29 Glorious Promenade Redbank Plains QLD 4301

Lot/Plan: 649/SP234777

Estimated Value:

**\$452,334** ■

FSD\*: (Forecast Standard Deviation)

11%

Estimated Price Range:

**\$402,577 - \$502,091**

Property Attributes:



3



2



1



95m<sup>2</sup>



Year Built

2014



Land Area

295m<sup>2</sup>



Property Type

House



Land Use

Single Unit Dwelling



Development Zoning

Not zoned (i/m)

## Sales History

Sale Date	Sale Price	Sale Type
26 May 2014	\$320,000	Normal Sale
10 Sep 2013	\$134,900	Normal Sale

Estimated Value as at 28 August 2023. An automated valuation model estimate (Estimated Value) is a statistically derived estimate of the value of the subject property. An Estimated Value must not be relied upon as a professional valuation or an accurate representation of the market value of the subject property as determined by the valuer.

A Forecast Standard Deviation is an estimate of the variation between the modelled estimate and the market value of a property. A smaller FSD indicates that our estimate of value is likely closer to the true market value of a property than a larger FSD.

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

CoreLogic IntelliVal for Professionals Automated Valuation Estimate

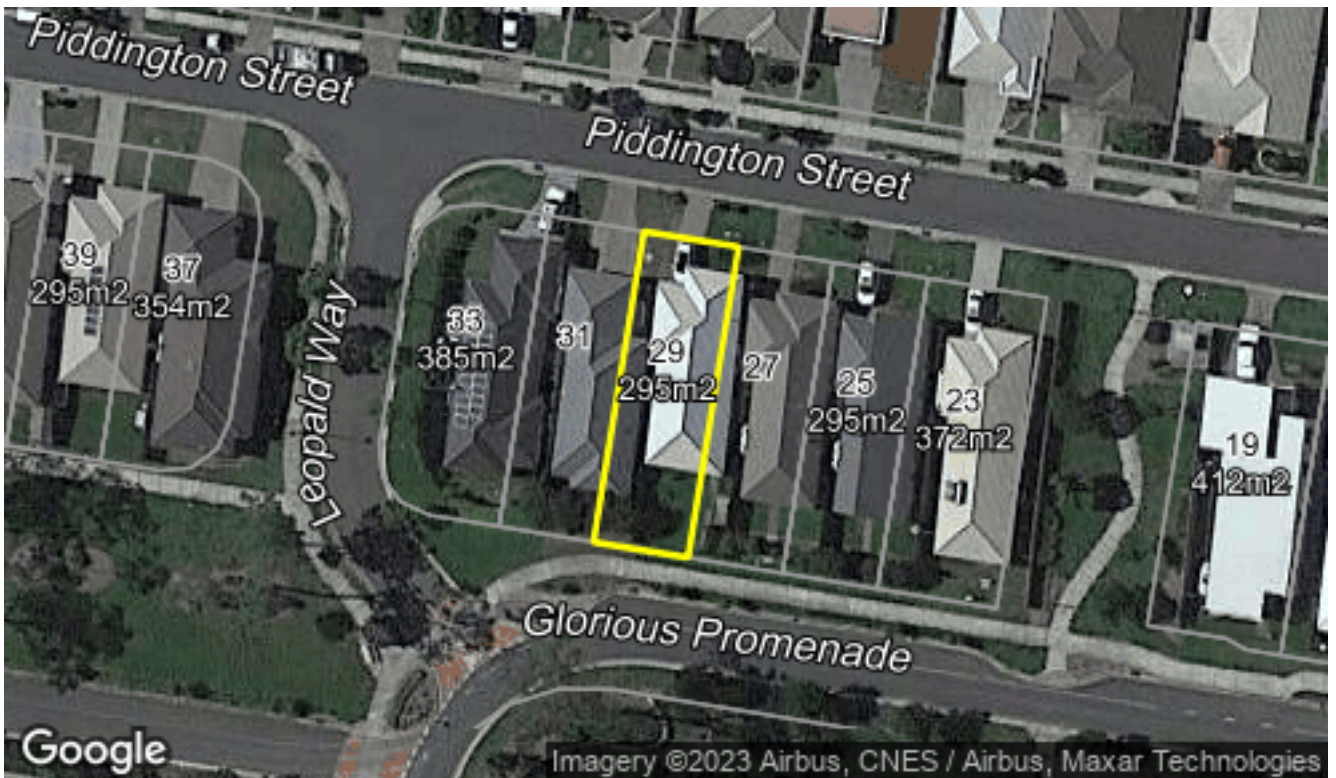


# 29 Glorious Promenade Redbank Plains QLD 4301



Prepared on 31 August 2023

## Location Highlights



CoreLogic IntelliVal for Professionals Automated Valuation Estimate

# 29 Glorious Promenade Redbank Plains QLD 4301



Prepared on 31 August 2023

## Recently Sold Properties



3 2 2 136m<sup>2</sup> 322m<sup>2</sup>

### 26 Piddington Street Redbank Plains QLD 4301

Sold Price: \$480,000

Sold Date: 03 May 2023

Distance from Subject: 0.1km

Features: Low Density Residential, Dishwasher, Stainless Steel Appliances, Dishwasher, 2 Toilets, Mountain View



3 2 2 114m<sup>2</sup> 295m<sup>2</sup>

### 51 Glorious Promenade Redbank Plains QLD 4301

Sold Price: \$492,000

Sold Date: 26 June 2023

Distance from Subject: 0.1km

Features: Low Density Residential, Dishwasher



3 2 1 108m<sup>2</sup> 323m<sup>2</sup>

### 14 Pleasant Drive Redbank Plains QLD 4301

Sold Price: \$495,000

Sold Date: 24 May 2023

Distance from Subject: 0.4km

Features: Low Density Residential

CoreLogic IntelliVal for Professionals Automated Valuation Estimate



# 29 Glorious Promenade Redbank Plains QLD 4301



Prepared on 31 August 2023



3 2 1 112m<sup>2</sup> 255m<sup>2</sup>

## 16 Larcom Crescent Redbank Plains QLD 4301

Sold Price: \$428,000

Sold Date: 24 May 2023

Distance from Subject: 0.6km

Features: Emerging Communities, 3 Toilets



3 2 1 135m<sup>2</sup> 320m<sup>2</sup>

## 14 The Corso Redbank Plains QLD 4301

Sold Price: \$480,500

Sold Date: 25 May 2023

Distance from Subject: 1.2km

Features: Emerging Communities, Stainless Steel Appliances, Carpet Floor, 320 M2 (Approx), 1 Toilets



3 2 2 119m<sup>2</sup> 320m<sup>2</sup>

## 32 Drewett Avenue Redbank Plains QLD 4301

Sold Price: \$445,000

Sold Date: 16 May 2023

Distance from Subject: 1.2km

Features: Emerging Communities, Dishwasher

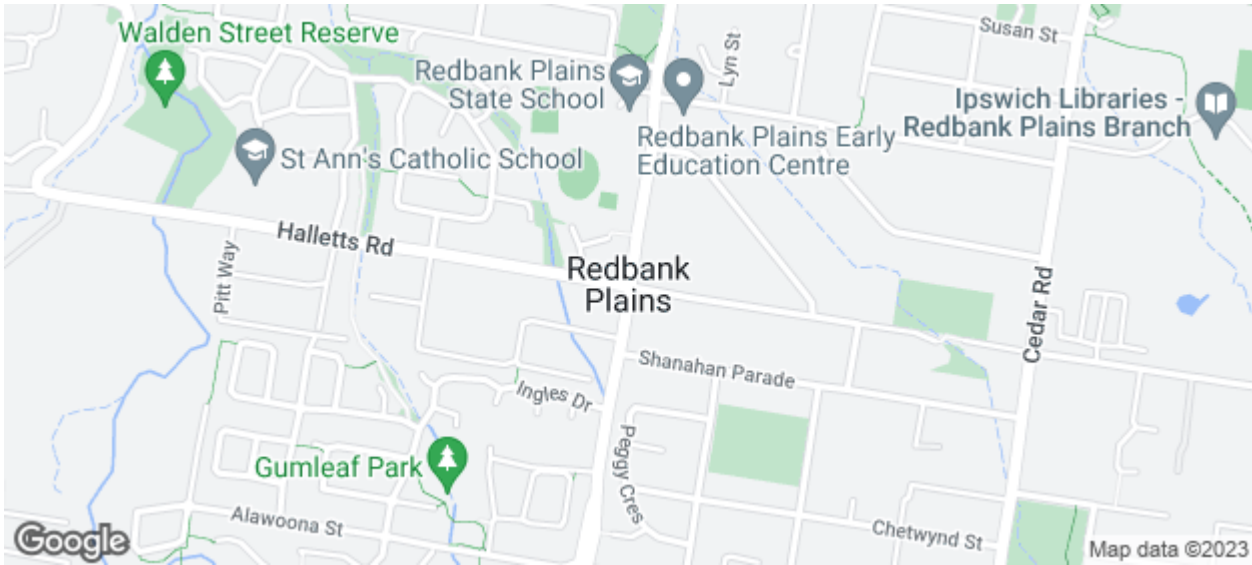
CoreLogic IntelliVal for Professionals Automated Valuation Estimate

# 29 Glorious Promenade Redbank Plains QLD 4301



Prepared on 31 August 2023

## Redbank Plains Insights: A Snapshot



### Houses

Median Price

**\$513,156**

	Past Sales	Capital Growth
2023	544	↑ 0.50%
2022	912	↑ 42.79%
2021	451	↑ 7.14%
2020	269	↑ 0.74%
2019	274	↓ 1.26%

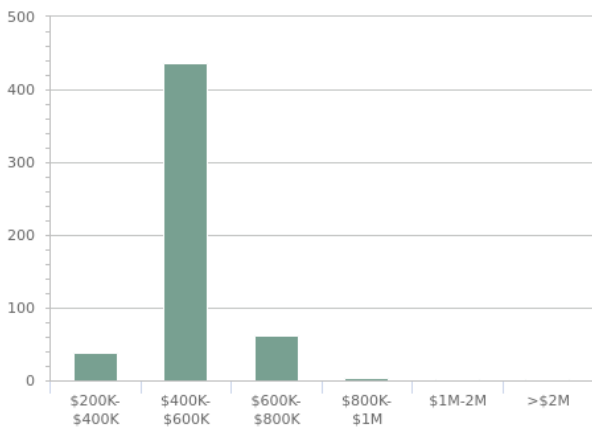
### Units

Median Price

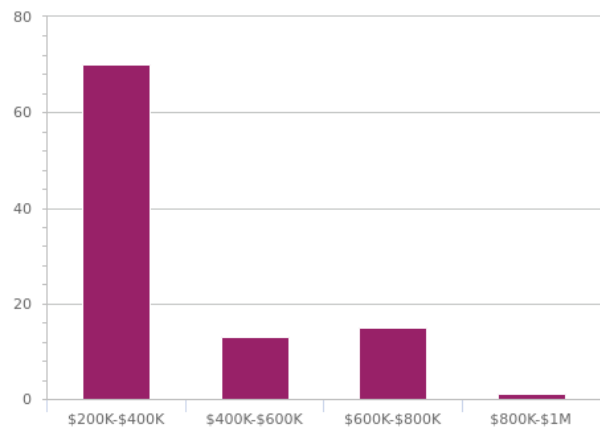
**\$351,457**

	Past Sales	Capital Growth
2023	99	↑ 9.10%
2022	91	↑ 19.56%
2021	46	↑ 15.25%
2020	32	↓ 13.23%
2019	28	↑ 6.37%

### House Sales by Price (Past 12 Months)



### Unit Sales by Price (Past 12 Months)



CoreLogic IntelliVal for Professionals Automated Valuation Estimate



Prepared on 31 August 2023

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If you have any questions or concerns about the information in this report, please contact our Customer Engagement Team.

Within Australia: **1300 660 051**

Please do not hesitate to contact us via <https://valstatus.rpdata.com> if you have any questions about this notification.



Emily Cooper &lt;emily@smsfaustralia.com&gt;

## JM Browne Superannuation Fund - 2023 Queries

jennifer.browne@redfernflinn.com.au <jennifer.browne@redfernflinn.com.au>  
To: Emily Cooper <emily@smsfaustralia.com>

6 September 2023 at 12:05

Hi Emily,

Please find answers in red and attached documents.

1. Please confirm if the following deposits are to be treated as your non concessional contributions. **Correct**
  - o 13/07/2022 JENNIFER BROWNE to cover mortgage \$400.00 CR
  - o 18/08/2022 JENNIFER BROWNE to cover mortgage \$700.00 CR
2. Are the following offsetting transactions? **Yes**
  - o 29/11/2022 JENNIFER MICHELL SMSF money \$9,169.00 CR
  - o 01/02/2023 TRANSACT FUNDS TFR TO JENNIFER BROWNE \$2,000.00 DR
  - o 01/02/2023 TRANSACT FUNDS TFR TO JENNIFER BROWNE \$2,169.00 DR
  - o 01/02/2023 TRANSACT FUNDS TFR TO JENNIFER BROWNE \$5,000.00 CR
3. Please provide tax invoices for the following payments
  - o 09/01/2023 BPAY TO ASIC \$288.00 DR **Attached**
  - o 24/02/2023 BPAY TO URBAN UTILITIES \$316.56 DR **Attached – the whole year**
  - o 24/02/2023 TRANSACT FUNDS TFR TO JENNIFER BROWNE \$992.20 DR **Ipswich City Council Rates – paying myself back for 2 months worth**
  - o 15/05/2023 BPAY TO IPSWICH CITY COUNCIL \$496.10 DR **Attached – the whole year**
  - o 07/06/2023 BPAY TO URBAN UTILITIES \$343.89 DR **Attached - the whole year**
4. Finally, can you confirm if the following are personally paid and advise if you want to be reimbursed from the fund or treat as non concessional contributions? **Treat as Non concessional contributions**
  - o 2020, 2021 and 2022 fund income tax totaling \$777
  - o SMSF Australia Tax invoice amounting to \$2,145
  - o Any other property expenses

Thanks

Regards,

[Quoted text hidden]

### 4 attachments

**ASIC bill \$288.00.pdf**  
210K

**City of Ipswich (Rates) 22-23.pdf**  
595K

**RACV Yearly bill 22-23.pdf**  
1343K

**Urban Utilities bills 22-23.pdf**  
1360K

## Your 2023-2024 Certificate of Insurance Landlord Renewal



025

04009-0001271-00155

Jenbro Pty Ltd  
6 Kingview Place  
MERNDA VIC 3754

By renewing your Insurance, you will continue to be a member of RACV, which gives you access to:

- A discount of at least 25% off the standard non-member accommodation rate at RACV Resorts,
- Savings at RACV shops,
- Discounts at our Show Your Card & Save partners
- A 10% (Silver) discount on most RACV products, including Insurance, Emergency Roadside Assistance, and Emergency Home Assist, as part of our years of membership benefits program.

You will also continue to have peace of mind knowing that RACV is committed to making sure our members are covered in tough times when it matters most.

There is no need for you to do anything as your Insurance will renew with your first instalment deduction.

## Payment

On payment, this document becomes your Certificate of Insurance and tax invoice.

\* Your next instalment is due 8 August 2023. Unless otherwise advised by you we will continue to deduct these instalments from your account.

You pay an extra \$42.89 per annum to pay this way.

To pay annually please contact us on 13 RACV (13 72 28) before 5 August 2023.



### First Instalment

# \$116.84\*

Instalment Due 08/08/23

### Your Policy

**Policy number**  
HOM 533 444 851

**Rental property insured**  
29 Glorious Promenade,  
Redbank Plains QLD 4301

### Your current policy expires

11:59pm on 07/08/2023  
Continue to pay by direct debit and your new policy will commence automatically.

### Your Discounts

25% No Claim Bonus Discount	\$432.60
Silver 10% Years of Membership Benefit	\$129.78

These discounts have already been deducted from your premium.

### Contact Us

care@racv.com.au  
or 13 RACV (13 72 28)

**Policy number** HOM 533 444 851

**Pay Monthly** \$116.84\*

OR

**Pay Annually** \$1,357.52

**Due Date** 08/08/23

## Your Policy Details

The following pages list your Policy details. Please keep this certificate, along with your Landlord Insurance Product Disclosure Statement and Policy Booklet (PDS), and any applicable Supplementary PDS, in a safe place. On payment these documents will form your Landlord Insurance Contract. Please review this document including the sum insured to ensure the level of cover is appropriate for you.

<b>Policy number</b>	HOM 533 444 851	<b>The insured</b>	Jenbro Pty Ltd															
<b>Your contract</b>	Valid from 11:59pm, 07 August 2023 to 11:59pm, 07 August 2024	<b>Rental property insured</b>	29 Glorious Promenade, Redbank Plains QLD 4301															
<b>Government Charges and Premium Comparison</b>	<p>Your premium is based on the possibility of a claim against your policy, and may change if the general cost to protect our customers changes. For information on how your insurance premium is calculated, please contact us to discuss.</p> <p>To learn more about general premium calculations you may refer to the Insurance Council of Australia website: <a href="http://understandinsurance.com.au/premiums-explained">http://understandinsurance.com.au/premiums-explained</a></p> <p>The following amounts are included in your premium. To help you understand how your premium &amp; charges compare to last year, we have included the comparison below.</p> <table border="0"> <thead> <tr> <th></th> <th style="text-align: center;"><b>Last year's</b></th> <th style="text-align: center;"><b>This year's</b></th> </tr> </thead> <tbody> <tr> <td>Premium</td> <td style="text-align: center;">\$1,045.57</td> <td style="text-align: center;">\$1,167.98</td> </tr> <tr> <td>GST</td> <td style="text-align: center;">\$104.56</td> <td style="text-align: center;">\$116.80</td> </tr> <tr> <td>Stamp Duty</td> <td style="text-align: center;">\$103.51</td> <td style="text-align: center;">\$115.63</td> </tr> <tr> <td><b>Total Premium</b></td> <td style="text-align: center;"><b>\$1,253.64</b></td> <td style="text-align: center;"><b>\$1,400.41</b></td> </tr> </tbody> </table> <p>Refer to payment schedule</p> <p>Last year's premium represents the amount you were charged for your insurance policy at the beginning of the last policy term, plus or minus any changes you made throughout the policy term.</p>		<b>Last year's</b>	<b>This year's</b>	Premium	\$1,045.57	\$1,167.98	GST	\$104.56	\$116.80	Stamp Duty	\$103.51	\$115.63	<b>Total Premium</b>	<b>\$1,253.64</b>	<b>\$1,400.41</b>	<b>Credit provider</b>	<b>1st Mortgagee</b> Better Choice
	<b>Last year's</b>	<b>This year's</b>																
Premium	\$1,045.57	\$1,167.98																
GST	\$104.56	\$116.80																
Stamp Duty	\$103.51	\$115.63																
<b>Total Premium</b>	<b>\$1,253.64</b>	<b>\$1,400.41</b>																
		<b>The rental property</b>	<p>Is occupied by tenant(s)</p> <p>Is used for residential purposes and not used for a business, trade or profession</p> <p>Is watertight, structurally sound, secure and well maintained</p> <p>Is mainly constructed from brick veneer</p> <p>Has mainly a terracotta/clay tiles roof</p> <p>Has 1 storey</p>															
		<b>Year built</b>	Approximately 2014															
		<b>The rental agreement</b>	<p>Weekly rental amount \$330</p> <p>Period is for Greater than 1 month</p> <p>Please check that the amount below covers the replacement value of the rental property. Visit <a href="http://racv.com.au/calculators">racv.com.au/calculators</a> for assistance.</p> <table border="0"> <tr> <td><b>Landlord Buildings</b></td> <td style="text-align: right;"><b>\$333,224</b></td> </tr> <tr> <td><b>Landlord Contents</b></td> <td style="text-align: right;"><b>\$0</b></td> </tr> </table>	<b>Landlord Buildings</b>	<b>\$333,224</b>	<b>Landlord Contents</b>	<b>\$0</b>											
<b>Landlord Buildings</b>	<b>\$333,224</b>																	
<b>Landlord Contents</b>	<b>\$0</b>																	
		<b>Key policy features</b>	<p>Replacement cover for your rental property</p> <p>\$20 million liability cover for incidents that happen on the site</p> <p>Rent default by your tenant</p> <p>Cover for damage by tenants</p> <p>You are covered for flood</p>															

RACV offers flexible excess options to help reduce your premium, so you can better manage your cover.



[racv.com.au/yourinsurance](http://racv.com.au/yourinsurance)



Scan the QR code to learn more



## Excesses

The following excesses apply to your policy. In some cases, an excess does not apply. Check the Premium Excess and Discounts Guide for details.

A \$500 basic excess for each claim

If you claim for Rent Default we will deduct from your claim 4 times the weekly rental amount and a rent default excess of \$300

If you claim for Damage by Tenants, we will deduct from your claim 4 times the weekly rental amount and the \$500 basic excess

If you claim for Theft or Attempted Theft by a Tenant or their guest, we will deduct from your claim 4 times the weekly rental amount and the \$500 basic excess

You can reduce your premium by choosing a higher basic excess. Contact us for an estimate.

## Insured History

Details of insurance and claim history for each insured are listed here.

<b>Insured</b>	Jenbro Pty Ltd
<b>In the last 5 years</b>	Had no insurance refused, cancelled, treated as never having operated, or renewal not offered Had no claim refused
<b>In the last 2 years</b>	Had no landlord insurance claims

## Discounts

### Discounts you currently receive

These discounts have already been deducted from your premium. Please refer to the Premium Excess and Discounts guide for details on how they have been calculated. Please check that you are receiving all the discounts you are entitled to. If there are any discounts you believe you are entitled to that are not listed here, please call us on 13 RACV (13 72 28).

- |  |          |
|--|----------|
| • Silver 10% Years of Membership Benefit | \$129.78 |
| • 25% No Claim Bonus Discount            | \$432.60 |

### Additional discounts

For details on how to qualify for the following discounts contact us, or refer to the Premium Excess and Discounts guide.

- Multi-Policy Discount

## Additional Information

### Making a claim

If you need to make a claim, please call our dedicated Claims Team on 13 19 03. It's available 24 hours a day, 7 days a week, and it may help to have this document with you when you call.

### Privacy of your information

Any personal information you provide to RACV will be collected, held, used and disclosed in accordance with the RACV Privacy Charter. Please refer to [racv.com.au](http://racv.com.au) to review the RACV Privacy Charter. You can also ask us to send you a copy by calling 13 RACV (13 72 28).

Any personal information you provide to the product issuer Insurance Manufacturers of Australia Pty Limited will be collected, held, used and disclosed in accordance with the IAG Master Privacy Policy. Please refer to [iag.com.au/master-privacy-policy](http://iag.com.au/master-privacy-policy).

### Employees and representatives of RACV

An employee or representative of RACV who arranges this insurance is authorised to do this by us, and in doing so acts on our behalf, not yours.

## Additional Information (Continued)

### Distributor and Product Issuer information

Distributed by: RACV Insurance Services Pty Ltd, ABN 74 004 131 800, AFS Licence No. 230039

Product Issuer:

Insurance Manufacturers of Australia Pty Limited (IMA)

ABN 93 004 208 084 AFS Licence No. 227678

GPO Box 244

Sydney NSW 2001

IMA is a subsidiary of Insurance Australia Group Limited.

### Payment Schedule

Your monthly instalments will continue to be automatically deducted from your nominated account unless otherwise specified.

Make sure you have enough funds in your account every month to meet your payment.

If we are unable to deduct your payment, we will send you a notice outlining the overdue amount and when it needs to be paid. If your premium remains unpaid after the time period specified in the notice, we may cancel your policy. If your instalment due date is not a business day we will deduct the relevant instalment on the next business day.

If we offer to renew your policy at the end of the current period of insurance, we will continue to automatically debit your nominated account. Please note that you can opt-out of the automatic renewal at any time.

If you would like to change to an annual payment, contact us.

**The table below outlines your monthly instalments.**

Due Date	Amount before GST	GST	Monthly Instalments
08/08/2023	\$107.10	\$9.74	\$116.84
08/09/2023	\$107.05	\$9.74	\$116.79
08/10/2023	\$107.05	\$9.74	\$116.79
08/11/2023	\$107.05	\$9.74	\$116.79
08/12/2023	\$106.92	\$9.73	\$116.65
08/01/2024	\$106.92	\$9.73	\$116.65
08/02/2024	\$106.92	\$9.73	\$116.65
08/03/2024	\$106.92	\$9.73	\$116.65
08/04/2024	\$106.92	\$9.73	\$116.65
08/05/2024	\$106.92	\$9.73	\$116.65
08/06/2024	\$106.92	\$9.73	\$116.65
08/07/2024	\$106.92	\$9.73	\$116.65
Totals	\$1,283.61	\$116.80	\$1,400.41



You have chosen to pay your policy by direct debit. This agreement outlines the terms and conditions applicable to your direct debit request payment arrangement for your RACV Insurance product. You agree to these terms and conditions unless you notify us otherwise before the first debit day.

## Definitions

**account** means the account or credit card held at your financial institution from which we are authorised to arrange funds to be debited.

**agreement** means this Direct Debit Request Service Agreement between us and you, including the direct debit request.

**business day** and **banking day** means a day other than a Saturday or a Sunday or a listed public holiday.

**debit day** means the day that payment is due, according to your direct debit request.

**debit payment** means a particular transaction where a debit is made, according to your direct debit request.

**direct debit request** means the direct debit request payment arrangement between us and you.

**us** and **we** and **our** means RACV Insurance Services Pty Ltd ABN 74 004 131 800 AFS Licence No. 230039, the company you have authorised to debit your account.

**you** means the customer(s) who provided consent to the direct debit request agreement.

**your financial institution** is the financial institution where you hold the account that you have authorised us to arrange to debit.

## 1. Debiting your account

- 1.1 By providing consent to a direct debit request, you have authorised us to arrange for funds to be debited from your account according to the agreement we have with you.
- 1.2 We will only arrange for funds to be debited from your account:
  - as authorised in the direct debit request; and/or
  - according to any notice sent to you by us, specifying the amount payable for a product and the date the payment is due.
- 1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following or previous banking day. If you are unsure about which day your account has or will be debited, please check with your financial institution.

## 2. Changes by us

- 2.1 We will give you at least 14 days written notice should we seek to vary the details in this agreement or a direct debit request.

## 3. Changes by you

- 3.1 Subject to 3.2, 3.3, 4.2, 4.3, 4.5 and 5.1, you may change the arrangements under a direct debit request by contacting us on 13 RACV (13 7228) or visit one of our shops.
- 3.2 If you wish to stop or defer a debit payment you must contact us at least two business days before the next debit day.
- 3.3 You may also cancel your direct debit request at any time by contacting us at least two business days before the next debit day.

## 4. Your obligations

- 4.1 It is your responsibility to ensure that:
  - there are sufficient clear funds available in your account to allow a debit payment to be made; and
  - the account details you have provided to us are correct, current and valid - see 6.1.
- 4.2 If the debit payment is declined because there are insufficient clear funds available in your account to meet a debit payment:
  - you or your account may be charged a fee and/or interest by your financial institution;
  - you or your account may be charged a fee to reimburse us for charges we have incurred for the failed transaction;
  - we will notify you that we will make another attempt to debit your account fourteen days after the debit day. You must have sufficient clear funds in your account at this time, or another time we agree with you, so that we can process the debit payment or contact us to make payment by another method.

This does not apply if the debit payment is declined because the credit limit for your account has been exceeded, in which case 4.3 applies.
- 4.3 If the debit payment is declined for any reason other than because there are insufficient clear funds available in your account, for example because the account details you have provided to us are not valid or the credit limit for your account has been exceeded:



- we will notify you to contact us to arrange for the payment to be made using a valid account; and
  - you must contact us to provide valid account details within fourteen days of the failed debit day or another time we agree with you so that we can process the payment.
- 4.4 If your first debit payment in the first year of your policy is declined for any reason:
- we will not attempt to debit your account again;
  - we will notify you to contact us to make the payment; and
  - you must contact us to provide valid account details by the date nominated by us in the notice we send you so that we can process the payment.
- 4.5 Please check your account statement to verify that the amounts debited from your account are correct.
- 4.6 If we are liable to pay goods and services tax (GST) on a supply made in connection with this agreement, then you agree to pay us on demand an amount equal to the GST included in the consideration payable for the supply.
- 5. Dispute**
- 5.1 If you believe that there has been an error in debiting your account you should contact us as soon as possible so that we can resolve your query quickly. We may request written confirmation of the transaction.
- 5.2 If our investigations show that your account has been incorrectly debited we will arrange for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you of the amount by which your account has been adjusted.
- 5.3 If our investigations show that your account has not been incorrectly debited we will respond to your query by providing you with reasons and copies of any evidence for this finding.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.
- 6. Accounts**
- 6.1 You should check:
- with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions;
  - your account details which you have provided to us are correct, current and valid by checking them against a recent account statement or with your financial institution;
  - if there is any other reason your financial institution may decline a debit payment.
- 6.2 Warning: if the account number you have quoted is incorrect, you may be charged a fee to reimburse costs in correcting any deductions from:
- an account you do not have the authority to operate; or
  - an account you do not own.
- 7. Confidentiality**
- 7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about you:
- to the extent specifically permitted by law; or
  - for the purposes of this agreement (including disclosing information in connection with any query, dispute or claim).
- 8. Notice**
- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should contact us on 13 RACV (13 7228) for the correct mailing address.
- 8.2 We will notify you in accordance with your Product Disclosure Statement and Policy Booklet.
- 8.3 Any notice we send:
- to you by ordinary post, is considered to have been received four business days from when it is posted;
  - to your email address, is considered to have been received 24 hours from when we send it.



# Landlord Insurance Supplementary Product Disclosure Statement

**CONTACT US**  
Enquiries **13 RACV**  
Payments **13 25 82**  
Claims **13 19 03**  
Visit **racv.com.au**

The Supplementary Product Disclosure Statement is an update to the Product Disclosure Statement and Policy Booklet (PDS).

Please read it carefully and keep it in a safe place with your PDS.

If you would like another copy of your PDS, please go to [racv.com.au](http://racv.com.au), call 13 RACV (13 7228) or visit an RACV Shop.

## SPDS Edition 1

This Supplementary Product Disclosure Statement (SPDS) is dated 21 March 2023 and will apply to all **RACV Landlord Insurance Product Disclosure Statement and Policy Booklets** version G018386 08/22 (PDS) taken out with a new business effective date on or after 22 March 2023, or with a renewal effective date on or after 24 April 2023.

The information in this SPDS updates the terms contained in the PDS and should be read together with the PDS and any other applicable SPDS.

If you would like another copy of your PDS, please go to [racv.com.au](http://racv.com.au).

### Changes to your PDS

Your PDS is amended by the following:

#### Change 1 - Update to 'RACV Member' definition

Your PDS is amended by removing the following renewable products from the 'RACV Member' definition on page 82:

- Monitored home security systems
- Novated leases
- Debentures.

Updated wording is as follows:

#### RACV Member

a person or business holding a renewable product with RACV. Renewable products include Emergency Roadside Assistance, RACV Club Membership, Insurance and personal loans.

RACV membership card colours are linked to the following continuous years of RACV membership:

**Blue** - 0 to 4 years, or as determined by RACV.

**Bronze** - 5 to 9 years, or as determined by RACV.

**Silver** - 10 to 24 years, or as determined by RACV.

**Gold** - 25 to 50 years, or as determined by RACV.

**Gold 50** - 51 years or more, or as determined by RACV.

#### Change 2 - Update to 'Demolishing and removing debris' other benefit

Your PDS is amended by replacing the words "we agree you need" on page 36 with "it is reasonable and necessary for you".

Updated wording is as follows:

#### Demolishing and removing debris

Available if you have cover for:

- 'Building Insurance'

If a listed event causes loss or damage to your rental property and it is reasonable and necessary for you to demolish part or all of your rental property or remove any debris.

#### Change 3 - Amendment to the conditions for 'Rebuilding fees'

Your PDS is amended by replacing the dot point

- "we must agree to pay the building fees before you make any arrangement." on page 42 with:
- "you should seek our agreement before incurring any out-of-pocket expenses to ensure you will be able to claim those costs back on your policy. If you do not obtain our agreement first, we will only pay the reasonable costs. Refer to the 'How we settle your buildings claim' section of the policy for information in relation to what are reasonable costs."

This SPDS is issued by  
Insurance Manufacturers of Australia Pty Limited  
ABN 93 004 208 084 AFS Licence No. 227678

RACV Landlord Insurance is issued by  
Insurance Manufacturers of Australia Pty Limited  
ABN 93 004 208 084 AFS Licence No. 227678  
1 Nexus Court Mulgrave VIC 3170

RACV Landlord Insurance is distributed to members of Royal Automobile Club of Victoria (RACV) Ltd, by RACV Insurance Services Pty Ltd  
ABN 74 004 131 800 AFS Licence No. 230039



## What is this document?

This guide contains information to help you decide whether to use our services to purchase any of the products listed below.

It explains:

- Who provides these products and services
- What products and services can be arranged
- How you can get more information
- Who issues these products
- What we are paid for providing these products and services
- What to do if you have any concerns

## Who provides these RACV products and services?

RACV Insurance Services Pty Ltd  
Level 7, 485 Bourke Street, Melbourne, VIC, 3000,  
ABN 74 004 131 800 AFS Licence No. 230039

## We can arrange the following RACV Insurance products:

- Motor Insurance
- Home Insurance
- Landlord Insurance
- Boat Insurance
- Caravan or Trailer Insurance
- On-Site Caravan Insurance
- Veteran, Vintage and Classic Vehicle Insurance (VVC)

We can also provide you with information on our range of Farm and Business Insurance products.

## How can you get more information about these products?

Just ask for a Product Disclosure Statement and Policy Booklet (PDS). A PDS includes useful information about a product to help you decide whether or not to purchase it. It outlines the key features and benefits of the cover offered (including some important exclusions) and explains that once you have taken out a policy, you have a 21 day cooling-off period. You will receive a PDS automatically when you buy a policy.

If you would like to know the cost of a policy, ask us for a premium estimate.

## Who issues these products?

For Motor, Home, Landlord, Boat, Caravan or Trailer, On-Site Caravan and VVC Insurance the product issuer is:

Insurance Manufacturers of Australia Pty Limited (IMA)  
GPO Box 244  
Sydney  
NSW 2001  
ABN 93 004 208 084 AFS Licence No. 227678

## What are we paid for arranging RACV Insurance cover?

We receive a commission from IMA for each Motor, Home and Landlord Insurance policy arranged. This amount is not an additional charge to you and represents 13-20% of the gross premium.

We receive a commission from IMA for each Boat, Caravan or Trailer, On-Site Caravan and VVC Insurance policy arranged. This amount is not an additional charge to you. For policies arranged before 1 July 2023, the commission represents 5-12% of the gross premium. On and from 1 July 2023, the commission represents 15-23% of the gross premium.

In the course of normal business, staff may be involved in promotional activities whereby they may receive incentives, vouchers and other prizes.

## What to do if you have any concerns

### Step 1

Call us on 13 RACV (13 7228) or come into your local RACV Shop and talk to one of our staff.

### Step 2

If we can't help, we will refer you to the RACV Insurance Member Relations Department.

### Step 3

If the RACV Insurance - Member Relations Department can't resolve the issue they will advise you of the various external dispute resolution bodies available to help you.

You can lodge a complaint with the Australian Financial Complaints Authority (AFCA).

AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)

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



I certify this to be a true and correct  
copy of the original sighted by me.  
at Macleay Vale  
on 25<sup>th</sup> day of January, 2023



**LUKE ASHLEY EDWARDS**

A Commissioner for taking affidavits  
in the Supreme Court of South Australia

## Superannuation Trust Deed for a Self- Managed Fund

for

---

## JM Browne Superannuation Fund

---

Level 2  
302 Stephensons Road  
Mount Waverley VIC 3149  
Tel: 03 9095 8210  
Fax: 03 9888 3305  
info@eclipsesuper.com.au

Maddocks  
Level 7  
140 William Street  
Melbourne VIC 3000  
Tel: 03 9288 0555  
Fax: 03 9288 0666  
info@maddocks.com.au  
www.maddocks.com.au

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## Overview

For the convenience of users, this superannuation trust deed is written in plain language. It contains only those clauses that are appropriate for the particular form of self-managed superannuation fund that you have chosen. *It is not suitable for any other form of fund.*

If you decide to change the trustees of the fund, for example, replace individual trustees with a corporate trustee or replace a corporate trustee with individual trustees, you will have to use the Cleardocs system to create a replacement deed that incorporates the necessary clauses for the new form of fund.

*You cannot change the form of the fund in any other way.*

## **A Establishment of the fund**

### **The establishment of the fund**

- 1 The person named in Schedule 1 as the 'person establishing the fund' establishes the JM Browne Superannuation Fund as a self-managed superannuation fund under the SIS Act. It is an indefinitely continuing superannuation fund.

### **Purpose of the fund**

- 2 The sole or primary purpose of the fund is to provide old age pensions and other benefits to members on their retirement.

### **Trustee of the fund**

- 3 The initial trustee is named in Schedule 1 of this deed. The trustee accepts the appointment. The fund is vested in the trustee. No other person (including a member) has any legal or beneficial interest in any asset of the fund except to the extent expressly stated elsewhere in this deed. The trustee must manage the fund in accordance with this deed.

### **Method of decision by trustee under this deed**

- 4 The trustee may only make decisions under this deed in the manner set out in the trustee's constitution.

### **Deed subject to superannuation law**

- 5 This deed is to be interpreted so as to comply with superannuation law. In particular, it is to be construed so that the fund it establishes qualifies as a self managed superannuation fund under superannuation law and so that it qualifies for, and payments from it qualify for, concessional tax treatment under the Tax Act. To the extent that anything in this deed is inconsistent with superannuation law, it is to be severed from the deed. Any obligation imposed by superannuation law in respect of the fund established by this deed that is not expressed in this deed is nonetheless to be regarded as incorporated in it by reference.

### **Trustee must comply with law**

- 6 The trustee must not do or fail to do anything as trustee of the fund that would result in either of the following:
  - a breach of law, including superannuation law; or
  - the fund ceasing to qualify as a self managed superannuation fund under superannuation law or to qualify for, or for payments made from the fund to qualify for, concessional tax treatment under the Tax Act.

## **B Membership**

### **Initial members of the fund**

- 7 The initial members of the fund are named in Schedule 1. Each of them has completed and signed the 'Application to become a Member' in a form that is equivalent to the form set out in Schedule 2.

### **Trustee may appoint additional members**

- 8 The trustee may appoint a person as an additional member of the fund if he or she has completed and signed an 'Application to become a Member' in a form that is equivalent to the form for initial members set out in Schedule 2, or on another form approved by the trustee.

The additional member must consent to doing all things necessary to become a director of the trustee of the fund upon appointment unless the additional member is unable to become a director of a trustee under superannuation law.

### **Beneficiaries as additional members**

- 9 Subject to clause 13, a person who is to receive a death benefit from the fund in the form of a pension becomes a member of the fund when:
- the trustee has accepted that person as an additional member; and
  - that person has received a pension payment from the fund.

### **Applicant to provide information to trustee**

- 10 On written request by the trustee, a member or applicant for membership of the fund must supply the trustee with information that the trustee thinks necessary for any purpose. This extends to submitting to a medical examination by a doctor who is acceptable to the trustee.
- 11 If a member fails to do so, the trustee may refuse to accept further contributions in respect of that member.
- 12 If an applicant fails to do so, the trustee may decline to accept the applicant as a member.

### **Conditions must be met**

- 13 Subject to clause 29, a person does not become an additional member of the fund, and the trustee must not accept a person as an additional member of the fund, unless each of the following conditions is met:
- the total number of members would be no more than 4;
  - the person is not disqualified from being a director of the trustee of the fund;
  - the person is not in an employment relationship with another member of the fund except another member who is also a relative of that person;
  - the trustee is satisfied that the person will become a director of the trustee of the fund on being accepted as a member of the fund.



### **Effect of becoming member**

- 14 An additional member becomes bound by this deed on being accepted as an additional member.

### **Date of commencement of membership of additional member**

- 15 An additional member's membership commences on the date the trustee specifies, when accepting the person as a member. If the trustee does not specify a date, then the additional member's membership commences on the date the trustee received his or her application or the date referred to in clause 9 (if applicable).

### **Date of additional member's commencement as trustee**

- 16 An additional member becomes director of the trustee of the fund on the date his or her membership commences provided that the trustee has done everything necessary to appoint the additional member as a director of the trustee.

### **Back-dating of membership**

- 17 With the trustee's consent, the relevant participating employer may back-date the commencement of an additional member's membership for any period the employer thinks fit. Unless the employer decides otherwise with the agreement of the trustee, that additional period will count as a period of membership.

### **Conditions on membership**

- 18 The trustee may impose any conditions the trustee thinks fit on the membership of an additional member and the additional member's rights and duties. The trustee may remove or vary any condition at any time.

### **Trustee must notify new member**

- 19 As soon as practicable after a person becomes a member of the fund (and not later than 3 months after the person becomes a member), the trustee must ensure that the member is given a product disclosure statement (in the form set out in Schedule 6, updated as required) which the superannuation law requires to be given to new members of the fund.

### **Trustee must disclose and report**

- 20 The trustee must ensure that members, former members and beneficiaries are provided with information in writing, or copies of accounts, records and documents of the fund, that the superannuation law requires them to be given.

### **Trustee must notify exiting member**

- 21 As soon as practicable after a person ceases to be a member of the fund, the trustee must ensure that that person (or his or her legal personal representative) is given a written statement of the information the superannuation law requires to be given to persons who cease to be members of the fund.

### **Limit on disclosure**

- 22 A dependant of a member is not entitled to any additional information relating to the operation or conduct of the fund which the trustee thinks it is inappropriate to disclose.

### **Members must inform trustee of change affecting fund compliance**

- 23 A member must immediately inform the trustee if the member becomes aware that either of the following may happen:
- the member may enter into an employment relationship with another member who is not also a relative of the member; or
  - the member may be disqualified from being a director of the trustee of the fund.

### **Members and trustee must ensure fund compliance**

- 24 A member and the trustee must ensure that the member ceases to be a member of the fund within 6 months after either of the following happens:
- the member enters into an employment relationship with another member who is not also a relative of the member; or
  - the member is disqualified from being a director of the trustee of the fund.

### **Trustee and members must rectify non-compliance**

- 25 If a member of the fund enters into an employment relationship with another member who is not also a relative of the member, or becomes disqualified from being a director of the trustee of the fund, the trustee and the members must do whatever is necessary to ensure that, within 6 months after the member entered into the employment relationship or became disqualified:
- no member of the fund is in an employment relationship with another member who is not also a relative of the member; and
  - no member of the fund is disqualified from being a director of the trustee of the fund.

### **Types of compliance arrangement**

- 26 The types of things that may be done to ensure compliance include each of the following:
- a member may request the member's benefits or entitlement in the fund to be paid in accordance with this deed or to be transferred or rolled over to an approved benefit arrangement under clause 151.
  - the trustee may transfer a member's benefits or entitlement in the fund to an eligible roll over fund under clause 152.

### **Ceasing to be a member**

- 27 A person ceases to be a member of the fund as soon as the first of the following happens:
- the person dies.

- the person ceases to be a director of the trustee of the fund.
- when payment of all the member's benefits is made to the member or to an approved benefit arrangement for the member.
- when benefits payable to or for the member cease to be payable.

When a person ceases to be a member of the fund, the person ceases to be a director of the trustee of the fund, if he or she has not already ceased to act in that role.

### **Exception to ceasing to be a member**

28 A person (**first person**) does not cease to be a member of the fund when the first person ceases to be a director of the trustee of the fund if:

- another person (**second person**) has been appointed to act as a director of the trustee of the fund in the place of the first person; and
- that second person is the first person's legal personal representative, while he or she holds an enduring power of attorney in respect of the first person or while the first person is under a legal disability.

### **Minor as a member**

29 A minor, being a person who is under 18 years of age, may be a member of the fund provided the superannuation law is complied with. In relation to a member who is a minor:

- the minor's parent or guardian must make the application for the minor to become a member in the form set out in Schedule 5 or in the form otherwise approved by the trustee;
- decisions in relation to the minor's membership must be made by the minor's parent or guardian until:
  - the minor turns 18; or
  - after the minor turns 16, the time at which the parent or guardian notifies the fund that the minor will be making decisions in relation to the minor's membership;
- when the minor turns 16, any parent or guardian acting as a director of a corporate trustee in place of the member, may continue acting in that role; and
- when the minor turns 18, the parent or guardian acting as a director of the trustee of the fund must do everything necessary to procure that the minor be appointed as a director of the trustee of the fund in place of them acting in that role.

## **C Accounts of the fund**

### **Trustee must establish certain types of account**

30 The trustee must establish:

- an accumulation account or a pension account, or a combination of both, in respect of each member or beneficiary for each class; and
- an income account.

### **Credits to accumulation accounts**

- 31 The trustee may credit (and in the case of clause 31.11, allot and credit) each of the following to the accumulation account of a member according to the class to which they are relevant:
- 31.1 Contributions made by a member.
  - 31.2 Contributions made in respect of the member or a beneficiary of that member by an employer.
  - 31.3 Other contributions allowed under this deed and superannuation law that are made in respect of the member.
  - 31.4 Positive earnings transferred from the income account.
  - 31.5 A shortfall component paid in respect of that member after any tax that is payable in relation to it has been deducted from it.
  - 31.6 An amount paid to the trustee as a transfer or roll over payment in respect of that member which the trustee thinks it appropriate to credit to the account.
  - 31.7 A forfeited amount allocated to the member or beneficiary under clause 126.
  - 31.8 An amount transferred from the pension account of a beneficiary of the member.
  - 31.9 The proceeds of an annuity or insurance policy effected by the trustee in respect of the member or a beneficiary of the member which the trustee thinks it appropriate to credit to the account.
  - 31.10 Financial assistance under part 23 of the SIS Act which the trustee thinks it appropriate to credit to the account.
  - 31.11 An amount deducted from the accumulation account of another member pursuant to a contributions-split request made by that other member and accepted by the trustee.
  - 31.12 Any other amount the trustee thinks it appropriate to credit to the account.

### **Debits to accumulation accounts**

- 32 The trustee may debit each of the following from the accumulation account of a member according to the class to which they are relevant:
- 32.1 The proportion that the trustee thinks appropriate of the expenses of the fund.
  - 32.2 The proportion that the trustee thinks appropriate of either of the following:
    - tax payable in respect of contributions or any shortfall component that are paid to the fund; or
    - any earnings of the fund credited to the accumulation account or arising as a result of a roll over payment.
  - 32.3 A payment of a benefit to or in respect of the member or a beneficiary of the member except a payment from a pension account.
  - 32.4 An amount paid out of the fund in respect of the member or a beneficiary of the member as a transfer or roll over payment.

- 32.5 The cost of any annuity or policy of insurance effected by the trustee in respect of the member or a beneficiary of the member; and the proportion that the trustee thinks equitable of any group policy effected by the trustee in respect of the member or beneficiary and another member or beneficiary.
- 32.6 The amount of a lien in respect of an indemnity exercised by the trustee in accordance with this deed.
- 32.7 An amount forfeited in accordance with this deed.
- 32.8 The proportion that the trustee thinks appropriate of any negative earnings of the fund determined in accordance with this deed.
- 32.9 An amount paid to indemnify the trustee in accordance with this deed.
- 32.10 An amount credited to the pension account of a beneficiary.
- 32.11 The proportion that the trustee thinks appropriate of a levy.
- 32.12 The amount of tax attributable to the member or a beneficiary of the member.
- 32.13 An amount to be allotted and credited to the accumulation account of another member pursuant to a contributions-split request made by the member whose accumulation account is to be debited and accepted by the trustee.
- 32.14 Any other amount the trustee thinks it appropriate to debit.

### **Contributions-split requests**

- 33 A member may ask the trustee (in a way that satisfies the requirements of superannuation law) that contributions made to the fund in respect of that member in the previous financial year be:
  - 33.1 allotted to the accumulation account of that member's spouse; or
  - 33.2 rolled-over or transferred to the trustee of an approved benefit arrangement of which that member's spouse has joined or is eligible to join.
- 34 The trustee must allot, roll-over or transfer the relevant contributions pursuant to a request received under clause 33 provided:
  - The request satisfies the requirements of superannuation law.
  - The trustee is satisfied that the allotment, roll-over or transfer complies with superannuation law; and
  - The amount of the contributions that the trustee allots, rolls-over or transfers does not exceed the amount in the member's accumulation account, taking into account any amount that the trustee otherwise determines to debit from the member's accumulation account.

### **Credits to the income account**

- 35 The trustee may credit each of the following to the income account of the fund:
  - 35.1 Income and profits of the fund.
  - 35.2 Adjustment credits made in accordance with clause 38.

- 35.3 The proceeds of an insurance policy which the trustee decides not to credit to a member's or beneficiary's accumulation or pension account.
- 35.4 A surplus resulting from a valuation under clause 42.
- 35.5 Financial assistance received by the fund under part 23 of the SIS Act which the trustee decides not to credit to a member's or beneficiary's accumulation or pension account.

### **Debits to the income account**

- 36 The trustee may debit each of the following to the income account of the fund:
  - 36.1 The expenses of the fund, except those the trustee debits from a member's or beneficiary's accumulation or pension account.
  - 36.2 Tax payable or likely to become payable in respect of contributions, shortfall components, or income and profits of the fund, except tax the trustee debits from a member's or beneficiary's accumulation or pension account.
  - 36.3 Adjustment debits made in accordance with clause 38.
  - 36.4 The cost of an insurance policy which the trustee decides not to debit from a member's or beneficiary's accumulation or pension account.
  - 36.5 A deficiency resulting from a valuation under clause 42.
  - 36.6 The amount of a levy, except an amount the trustee debits from a member's or beneficiary's accumulation or pension account.
  - 36.7 Any loss on the disposal of an investment of the fund.

### **Tax on income**

- 37 The trustee must make provision for the payment of any tax payable in relation to the taxable income of the fund and must deduct any tax that is payable and that has not already been deducted from the income account or an accumulation or pension account.

### **Distribution from income account**

- 38 At the end of each fund year, the trustee must determine the fund earning rate. The trustee must allocate amounts from the income account to each accumulation or pension account in proportion to the amount standing to the credit of that account at the beginning of the relevant fund year. The trustee must make an appropriate adjustment for any amount credited or debited to the account since the beginning of that year.

### **Trustee may establish equalisation account**

- 39 The trustee may establish an equalisation account which the trustee may use for any of the following purposes:
  - 39.1 To give effect to the reserving strategy the trustee establishes to smooth the investment earnings of the fund.
  - 39.2 To increase the fund earning rate.
  - 39.3 To pay tax payable by the fund.

- 39.4 To pay the expenses of the fund.
- 39.5 To provide for any contingencies the trustee decides to provide for.
- 39.6 To provide an amount to or for a member, former member, pensioner, beneficiary, including adding to an accumulation or pension account, provided there is no breach of superannuation law.
- 39.7 To do anything else the trustee decides to do, provided there is no breach of trust or superannuation law.

### **Credits to equalisation account**

- 40 The trustee may credit the equalisation account with any of the following:
- the portion the trustee thinks fit of an amount paid into the fund as a transfer or roll over payment.
  - an amount transferred from the forfeiture account under clause 126.
  - an amount transferred from a pension account under clause 89.

### **Trustee may establish or maintain other accounts or reserves**

- 41 The trustee may establish or maintain any other account for or reserve of the fund that the trustee thinks necessary or desirable or that is required or permitted by superannuation law. The trustee may use such accounts or reserves for any purpose permitted by superannuation law and may credit or debit amounts from such accounts or reserves as the trustee sees fit.

### **Valuation of fund**

- 42 The trustee must value the assets of the fund at market value when superannuation law requires it and when the trustee thinks it appropriate to do so. The trustee may also determine whether there is a surplus or deficiency which it is equitable in the trustee's opinion to transfer to the income account.

### **Interim fund earning rate**

- 43 If the trustee is required to establish an interim fund earning rate, the trustee must do so in accordance with superannuation law on a basis the trustee believes to be equitable. If the Regulator or superannuation law requires it, the trustee must inform members of that basis.

## **D Contributions**

### **Member contributions**

- 44 With the trustee's consent, a member may make any contributions to the fund that the member decides to. With the member's and the participating employer's consent, contributions can be paid by deduction from wages or salary. In that case, the member's employer must pay them to the fund in the way the trustee directs.



## **Employer contributions**

45 A participating employer of a member may make any contributions to the fund in respect of that member that the trustee and the employer agree to.

## **Other contributions**

46 With the consent of the trustee and the member, any other person including:

- a spouse of that member;
- another member;
- another trustee of a regulated superannuation fund (including pursuant to a contributions-split requested by the member's spouse);
- any State, Territory or Federal government (including under the Federal government's co-contribution scheme);

may make contributions to the fund in respect of that member.

## **Participating employers**

47 The trustee may allow an employer to become a participating employer and to make contributions in respect of a member or an eligible person who wishes to become a member. The trustee may require the employer to apply in the form in Schedule 3 'Application to become a Participating Employer'. The employer becomes a participating employer either on the date appointed by the trustee or the date it begins making contributions on behalf of a member, whichever is the earlier.

## **How contributions to be made**

48 A contribution to the fund must be made in the way the trustee directs. It must be made within the time specified by superannuation law. It may be made in cash, or by the transfer of assets in accordance with superannuation law. The only assets that may be transferred are those that are authorised investments under clause 62.

## **Late contributions**

49 Despite clause 48, if the trustee agrees then an employer may make an employer contribution after the time the superannuation law requires the payment to be made. If the trustee agrees, and the employer makes the payment, this does not relieve the employer's liability to pay any additional charges or penalties arising under superannuation law because of the late payment.

## **Failure to contribute**

50 In the absence of an agreement, neither a member nor his or her employer is under an obligation to make a contribution to the fund in respect of that member. A failure to do so does not affect the member's membership of the fund.

## **Contributions etc not accepted**

51 The trustee must not accept any of the following:

- a contribution that is not permitted by superannuation law;
- a contribution or shortfall component the acceptance of which would prevent the fund from qualifying as a complying superannuation fund; and
- an employer contribution or shortfall component which the regulator lawfully directs the trustee not to accept.

### **Breach of clause headed ‘Contributions etc not accepted’**

52 If the trustee becomes aware that a contribution or shortfall component has been accepted in breach of clause 51, the trustee must refund the amount within any time specified by, and only as permitted by, superannuation law. However, the trustee may deduct each of the following from that amount:

- any amount which an insurer may have charged in respect of any extra cover provided on the basis of the contribution or shortfall charge;
- reasonable administration charges; and
- any other amount the trustee considers appropriate, acting reasonably.

The trustee may reduce the benefits of the member to those which the member would have had if the contribution or shortfall component had not been accepted.

### **Other contributions not accepted**

53 The trustee may refuse to accept:

- a contribution that the trustee has determined not to accept because the trustee has not been informed of the relevant member's tax file number;
- excess contributions.

### **Permissible actions if excess contributions accepted**

54 If excess contributions are made to the fund by or in respect of a member, then the trustee may:

- release funds to the member if the trustee has received a member release authority;
- release funds to the Commissioner of Taxation where the trustee has received an ATO release authority; and
- release funds in any other circumstances, and to such persons, as is permitted under superannuation law.

### **Allocation of contributions**

55 If the trustee receives a contribution in a month, the trustee must allocate the contribution to the relevant member of the fund:

- within 28 days after the end of the month, or any other period as required by

superannuation law (**relevant period**); or

- if it is not reasonably practicable to allocate the contribution to the relevant member of the fund within the relevant period – within any longer period as is reasonable in the circumstances.

### **Reduction of contributions by employer**

56 An employer who is under an obligation to make contributions in respect of a member may, with the trustee's consent, reduce the amount of those contributions to the extent that it becomes required to make contributions in respect of that member to another fund of which the member is also a member.

### **Tax on contributions and shortfall components**

57 Either the trustee or the employer or other appropriate body must deduct any tax that is payable in relation to any contribution or shortfall component before it is credited to the member's accumulation account.

### **Surcharge**

58 The trustee must make provision for any surcharge or other amount that is payable under the *Superannuation Contributions Tax (Assessment and Collection) Act 1997* and related legislation, and must deduct the amount from the relevant contributions.

### **Termination of employer's contributions**

59 A participating employer ceases being a participating employer and may cease making contributions to the fund if any of the following occurs to the employer:

- an administrator, receiver, receiver and manager, controller or similar officer is appointed to the employer (or its property) or a resolution is passed to appoint such an officer;
- an order is made to appoint a liquidator or provisional liquidator of the employer;
- the employer, being a corporation, gives the trustee a written notice that it is, or under applicable legislation the employer is taken to be, unable to pay its debts as and when they fall due;
- the employer, being an individual, commits an act of bankruptcy or becomes insolvent;
- the employer gives the trustee written notice that it is permanently terminating its contributions to the fund.

### **Effect of termination on member's contributions**

60 A member whose participating employer has ceased to make contributions under this deed under the previous clause may not make any contributions without the trustee's consent.

## **No termination on transfer of business to another employer**

- 61 If a participating employer amalgamates with another participating employer or disposes of its business to another participating employer, members who were employees of the former participating employer are deemed for the purposes of this deed to have become employees of the latter participating employer, which may then make contributions in respect of them.

## **E Investment**

### **Authorised investments**

- 62 The trustee must invest any assets of the fund that are not required for payment of benefits or other amounts under this deed. The trustee must do so in accordance with the current investment strategy or strategies. The following are the types of investment in which the assets may be invested:
- 62.1 Investments in which it is permissible to invest trust funds under the law of any jurisdiction in Australia.
  - 62.2 Securities in any company incorporated anywhere, whether carrying on business in Australia or not.
  - 62.3 Deposit (whether secured or not) with a bank, friendly society, building society, credit co-operative, trustee company, or other registered financial institution.
  - 62.4 Real or personal property, including an improvement to that property.
  - 62.5 Units (including sub-units) in a unit trust established or situated anywhere in the world by subscription or purchase (including joint subscription or purchase). Whether the units are fully paid or partly paid, and whether their issue involves a contingent or reserve liability is irrelevant.
  - 62.6 Futures, options or any other synthetic investment.
  - 62.7 Hedging, swapping or any similar arrangement, even though it is not linked to any property of the fund.
  - 62.8 Deposit (whether secured or not) with, or loan (whether secured or not) to, any person (including an employer) on any terms the trustee thinks reasonable. The fact that the trustee has a direct or indirect interest in the deposit or borrowing or may benefit directly or indirectly from it is irrelevant.
  - 62.9 A policy or annuity with an insurer, whether by proposal or purchase.
  - 62.10 Instalment warrants or receipts.
  - 62.11 By way of a limited recourse borrowing arrangement in accordance with clause 142.
  - 62.12 Any other investment allowed by superannuation law that the trustee thinks appropriate.

### **Forbidden investments**

- 63 The trustee must not invest in any investment that is forbidden by superannuation law. The trustee must not make an investment in the form of a loan or other financial assistance to a member or a relative of a member.

### **Strategy**

- 64 The trustee must formulate one or more investment strategies for the fund in accordance with superannuation law. The trustee must inform members and beneficiaries of the strategies adopted by the trustee. The trustee may review and change a strategy at any time. The trustee must continually monitor the strategies to ensure that they remain appropriate.

### **Power to deal with investments**

- 65 The trustee may sell, transfer or vary any investment at the trustee's absolute discretion in accordance with this deed. The trustee must do so in the interests of members and beneficiaries. The trustee must continually monitor the investments to ensure that they remain appropriate.

### **Investment choice by members**

- 66 The trustee may decide to allow one or more members or beneficiaries to choose between investment strategies. If the trustee does this, the trustee must establish a range of possible investment strategies, and may designate particular assets for those strategies. The trustee must provide the members or beneficiaries with information concerning the strategies and the relevant investment objectives to enable the member or beneficiary to choose between them on an informed basis. The trustee must also provide them with information concerning their rights under this deed.

### **Member or beneficiary may choose strategy**

- 67 A member or beneficiary who has been offered investment choice by the trustee may choose one or more of the strategies prepared by the trustee by completing any documents the trustee requires. On having done so, the member or beneficiary may direct the trustee to invest any part of the fund that is held for that person in accordance with those strategies. Any direction must be in accordance with superannuation law.

### **Member or beneficiary may not choose particular investments within strategy**

- 68 A member or beneficiary who has directed the trustee to invest any part of the fund that is held for that person in accordance with those strategies may not direct the trustee to invest in any particular investment. However, the member or beneficiary may request the trustee to develop an investment specific strategy and to make it available to that member or beneficiary. The trustee may accept or reject the request.

### **Chosen strategies to be monitored**

- 69 The trustee may continually monitor any strategies adopted by members or beneficiaries for investment choice to ensure that they remain appropriate for the members or beneficiaries to whom they are available.

### **Sub-accounts etc for investment choice**

- 70 If a member adopts a strategy for investment choice, the trustee may do each of the following:
- 70.1 Establish a sub-account of the income account in respect of that strategy.
  - 70.2 Credit and debit that sub-account in relation to any amount attributable to that strategy as if it were the income account itself.
  - 70.3 Allocate earnings attributable to that strategy to the member's or beneficiary's accumulation account or pension account in a way that the trustee thinks equitable.
  - 70.4 Determine a fund earning rate for that sub-account.

### **Power to deal with investment choice investments**

- 71 The trustee may sell, transfer or vary any investment made in accordance with a strategy for investment choice, at the trustee's absolute discretion in accordance with this deed. The trustee must do so in the interests of the relevant members or beneficiaries. The trustee must continually monitor the investments to ensure that they remain appropriate.

## **F Benefits: general**

### **Limit on payment of preserved payment benefits**

- 72 The trustee must not pay out to a member or a dependant of a member any preserved payment benefit that superannuation law does not allow the trustee to pay out.

### **When payment of preserved payment benefits allowed**

- 73 The trustee may pay a member or, if applicable, a dependant of a member, a preserved payment benefit in any of the following circumstances:
- 73.1 The member reaches the relevant preservation age and takes a transition to retirement pension in accordance with Part G.
  - 73.2 The member retires from gainful employment on or after reaching the relevant preservation age.
  - 73.3 The member becomes totally and permanently disabled.
  - 73.4 The member becomes totally and temporarily disabled.
  - 73.5 The member reaches age 65.
  - 73.6 The member dies.
  - 73.7 Any other circumstance allowed by superannuation law.

### **Payment of non-preserved amount**

- 74 With the trustee's consent, a member may withdraw any part of the non-preserved amount in the member's accumulation account. The member must apply to the trustee in writing for the withdrawal in a form acceptable to the trustee. The trustee may set a minimum withdrawal amount by notifying the members of the fund.

### **Vesting and compulsory payment**

- 75 A member's benefit entitlement will vest in accordance with superannuation law. The trustee must cash or commence to cash a member's benefit entitlement as soon as practicable after the member dies or the entitlement has vested. If a lump sum is payable, the trustee may pay it in several stages: an initial payment and then subsequent payments.

### **Possible addition to entitlement when member ceases to be member**

- 76 If a member ceases to be a member of the fund, the trustee may pay an amount that the trustee thinks appropriate from the equalisation account (if any) into the member's accumulation account.

### **Anti-detriment payments (section 295-485 of the *Income Assessment Act 1997*)**

- 77 Where the trustee is to make a payment because a member has died (a **death benefit**), the trustee may pass on to the recipient of that payment any benefit that would accrue to the fund if a deduction were allowed under section 295-485 of the *Income Tax Assessment Act 1997*.

### **Trustee may retain benefit in fund**

- 78 If a member or beneficiary requests it, the trustee may retain any part of a benefit in the fund. The trustee may do so until one of the following occurs:

- 78.1 The member or beneficiary decides otherwise.
- 78.2 The member or beneficiary dies.
- 78.3 The amount has to be paid under this deed or superannuation law.
- 78.4 The trustee decides otherwise.

Subject to Part H, the payment the trustee then makes must be the amount standing to the credit of the member's or beneficiary's accumulation and pension account at that time.

### **Transfer of insurance policy**

- 79 If a member or beneficiary is entitled to a benefit which includes an interest in an insurance policy, the trustee may assign that policy to the member or beneficiary, or to any of the dependants of the member the trustee thinks fit. The trustee must debit the value of the policy to the relevant accumulation or pension account. Neither the trustee nor an employer is liable for any further payment of premiums in relation to the policy.



## **Information to be provided to trustee**

80 On written request by the trustee, an applicant, member or beneficiary must supply the trustee with information that the trustee thinks necessary for any purpose. This extends to submitting to a medical examination by a doctor who is acceptable to the trustee.

If an applicant, member or beneficiary fails to do so, the trustee may suspend collection of contributions in respect of that person, may withhold benefits from that person, and may impose conditions on the person, as the trustee thinks fit.

## **Trustee may adjust benefits for wrong information**

81 The trustee may adjust any benefit payable to or in respect of a member if an applicant, member or beneficiary has supplied false or misleading information to the trustee, or has deliberately withheld information from the trustee, that affects or is likely to affect benefits payable to or in respect of that member.

## **G Pensions: general**

### **Trustee's power to pay pension**

82 When any part of a benefit becomes payable to a member under this deed or in accordance with superannuation law, the trustee has a discretion to decide whether to pay one or more pensions to the member or to use the benefit payable to acquire one or more annuities in the name of the member. The pensions or annuities may be of any type permitted by superannuation law (including, without limitation, an account-based pension) and will be in substitution for the relevant part of any lump sum benefit that was payable to the member for the amounts credited to the member's pension account as a transfer of a roll over payment under clause 88.2.

### **Member or beneficiary may choose type of pension**

83 The relevant member or beneficiary may choose the type of pension that is to be paid, including a transition to retirement pension. However, the pension must be of a type that is allowed by superannuation law or is acceptable to the Regulator. It may include a pension wholly determined by reference to policies of life assurance purchased or obtained by the trustee of a regulated superannuation fund solely for the purposes of providing benefits to members of that fund. The pension must be paid in accordance with the requirements of the superannuation law.

### **Actuarial certificate**

84 The trustee must obtain an actuarial certificate in accordance with superannuation law in relation to any pension that the trustee decides to pay, unless either section 295-390 (or any other provision) of the *Income Tax Assessment Act 1997* (Cth) provides otherwise in which case the trustee has a discretion as to whether to obtain an actuarial certificate.

### **Funding pension through annuity**

85 The trustee may fund a person's pension by purchasing an annuity payable to the trustee.

### **Trustee may allocate benefit between 2 or more spouses**

- 86 If there are 2 or more spouses of a member, the trustee may decide in what proportion each is entitled to a benefit payable under this deed to the member's spouse.

### **Trustee must establish pension account**

- 87 If the trustee decides to pay a pension to a person in accordance with this deed, the trustee must establish a pension account in the name of that person.

### **Credits to pension account**

- 88 The trustee may credit each of the following amounts to the person's pension account, subject to superannuation law:
- 88.1 The amount the trustee believes necessary to fund the pension.
  - 88.2 The amount paid into the fund in respect of the pensioner as a transfer or roll over payment which the trustee thinks it appropriate to credit to that account.
  - 88.3 Earnings of the fund which the trustee thinks it appropriate to credit to that account.
  - 88.4 A shortfall component paid in respect of the pensioner.
  - 88.5 Contributions lawfully paid in respect of the relevant member.
  - 88.6 Adjustment credits made in accordance with clause 38.
  - 88.7 The proceeds of an annuity or insurance policy effected by the trustee in respect of the pensioner which the trustee thinks it appropriate to credit to the account.
  - 88.8 Financial assistance under part 23 of the SIS Act which the trustee thinks it appropriate to credit to the account.
  - 88.9 Any other amount the trustee thinks it appropriate to credit to the account.

### **Debits to pension account**

- 89 The trustee may debit each of the following amounts to the person's pension account, subject to superannuation law:
- 89.1 The proportion that the trustee thinks appropriate of the expenses of the fund.
  - 89.2 The proportion that the trustee thinks equitable of any negative earnings of the fund determined in accordance with clauses 38, 70 or 90.
  - 89.3 The proportion of the loss on the disposal of investments of the fund that the trustee thinks equitable.
  - 89.4 Amounts transferred from the fund in respect of the pensioner as a transfer of a roll over payment which the trustee thinks it appropriate to debit to the account.
  - 89.5 Payments made to or in respect of the pensioner or a reversionary beneficiary under this deed.
  - 89.6 The cost of an insurance policy or annuity effected by the trustee in respect of the pensioner which are not debited from the member's accumulation account.

- 89.7 The proportion of an amount payable as taxation in respect of the earnings of the fund that are credited to the pensioner's account or arise from a roll over payment that the trustee thinks equitable.
- 89.8 The proportion of an amount paid in respect of an indemnity to the trustee or other person under this deed that the trustee thinks equitable.
- 89.9 The amount of a levy that the trustee thinks equitable.
- 89.10 An amount transferred to the accumulation account of a beneficiary.
- 89.11 Any other amount that the trustee thinks it appropriate to debit from the account.

### **Adjustment based on fund earning rate**

- 90 In determining the amount standing to the credit of an accumulation account at the time a benefit or pension is calculated or becomes payable, the trustee must make an adjustment to the account that the trustee thinks equitable on the basis of the interim fund earning rate at that date. The adjustment must be made in respect of the period from the beginning of the current fund year to the relevant date. The income account must be credited or debited accordingly.

### **Segregation of assets and valuation**

- 91 The trustee may segregate from other assets those assets which are to fund the pension of a person under this deed. The trustee must value those assets as required by superannuation law. If they are insufficient or more than sufficient to fund the pension, the trustee must do anything that superannuation law requires. The trustee must obtain any certificate of adequacy that the trustee considers necessary in respect of those assets in order to comply with the Tax Act or superannuation law.

### **Pensions: residue in account**

- 92 On the death of a pensioner being paid a pension the trustee must, subject to superannuation law:
  - act in accordance with the terms on which the relevant pension is paid, including as to the payment of the pension to a reversionary beneficiary; and
  - then, if there is no reversionary beneficiary, or if there is any residue in the pension account for any other reason, pay that residue as a death benefit in accordance with Part H of this deed.

### **Trustee's right to commute pensions generally**

- 93 On written request by a pensioner, or in accordance with superannuation law or this deed, the trustee may commute all or any part of a pension and apply the proceeds of that commutation in accordance with superannuation law, including by commuting it to a lump sum and paying it to the relevant person or his or her estate. The following general conditions apply in respect of all types of pension:
  - The commutation must be allowed by, and be in accordance with, superannuation law.
  - The commutation must not disadvantage the fund, an employer, a member or

pensioner.

If the trustee commutes only part of a pension, the trustee must then adjust the amount of the pension payable as required by superannuation law.

### **Qualification of pensions as asset test exempt income streams**

- 94 The trustee may decide that a pension should qualify as an asset test exempt income stream (as that term is defined by the *Social Security Act 1991*). If the trustee so decides:
- 94.1 the superannuation law prevails over the terms of this deed to the extent of any inconsistency;
  - 94.2 this deed is deemed to contain any provision that is required by superannuation law; and
  - 94.3 this deed is deemed not to contain any provision that is required to be excluded by superannuation law.

## **H Death, disability and retirement benefits**

### **Death benefit payments**

- 95 The trustee may pay the death benefit on the death of a current member of the fund. The trustee can do that under:
- 95.1 a death benefit agreement, clause 97;
  - 95.2 a binding death benefit notice, clause 99; or
  - 95.3 a non-binding death benefit notice, clause 100.
- 96 In the ways set out in this Part H, the trustee must pay the full amount standing to the credit of the accumulation account, and any pension account residue referred to in clause 92, either as a lump sum, or as one or more pensions or annuities, or both.

### **Death benefit agreement payment arrangements**

- 97 On the death of a member or beneficiary who has a death benefit agreement:
- 97.1 the death benefit agreement prevails over clause 99 and over any binding death benefit notice or non-binding nomination form;
  - 97.2 the trustee must pay, or apply, the relevant benefit in accordance with the rules set out in the death benefit agreement; and
  - 97.3 Part I of this deed applies to the payment of the relevant benefit.
- 98 A death benefit agreement need be executed only by the trustee and the relevant member or beneficiary. On execution, the terms of any death benefit agreement form part of this deed. They are to be read together with this deed and in accordance with the following rules:
- 98.1 a death benefit agreement replaces any previous death benefit agreement;

- 98.2 if there is a death benefit agreement, then any binding death benefit notice is to be treated as not in effect for the purposes of this deed and of regulation 6.17A(4) of the SIS Regulations (but see also clause 98.4 which can overrule this clause);
- 98.3 if there is any inconsistency between the death benefit agreement and the remaining provisions of this deed, then the terms of the death benefit agreement prevail to the extent of that inconsistency — except that clause 5 of this deed prevails over the agreement; and
- 98.4 if part of the death benefit agreement is invalid because it directs the trustee to pay part, or all, of the benefits to a person to whom those benefits may not be paid in accordance with superannuation law (**disallowed benefits**) then:
- clause 98.2 does not apply in respect of the disallowed benefits;
  - clauses 97 and 98.1 to 98.3 apply to any part of the death benefit agreement which remains valid (and to the payment of death benefits other than disallowed benefits); and
  - clauses 98.1 to 98.3 apply for the purpose of determining the disallowed benefits, and the disallowed benefits must be paid in accordance with the remainder of this Part H.

### **Binding death benefit notice payment arrangements**

- 99 After the death of a member or beneficiary who has given the trustee a binding death benefit notice, the trustee must comply with that notice subject to clauses 97 and 98.

### **Non-binding death benefit notice payment arrangements**

- 100 If after the death of a member or beneficiary, not all death benefits have been paid or applied in accordance with a death benefit agreement or binding death benefit notice, then the trustee must pay or apply the relevant benefit in the way the trustee thinks fit in accordance with the following rules:
- 100.1 If the member or beneficiary has left dependants, then the trustee must pay or apply the benefit to or for the benefit of any one or more of the dependants of the member or beneficiary and the legal personal representatives of the member or beneficiary. The trustee may do so in any proportions the trustee thinks fit and may take into account a member's wishes contained in a non-binding nomination form.
- 100.2 If the member or beneficiary has not left any dependants but does have a legal personal representative, then the trustee must pay the benefit to the legal personal representatives of the member or beneficiary.
- 100.3 If the member or beneficiary has not left any dependants and has no legal personal representative, then the trustee may pay or apply the benefit to or for the benefit of any individual at the trustee's discretion. The trustee may do so in any proportions the trustee thinks fit.
- 100.4 If the trustee has not paid or applied the benefit to or for the benefit of any person under the preceding sub-clauses 100.1 to 100.3, then the trustee must treat the benefit as a forfeited benefit entitlement.

### **Death of member or former member**

- 101 If a member or former member who has become entitled to a lump sum benefit dies before the payment is made, then the trustee must pay the amount in accordance with clauses 97 to 100.

### **Discharge of trustee**

- 102 If a dependant, legal personal representative, relative or other person receives any part of a benefit in accordance with clauses 97 to 101, then that discharges the trustee from liability in relation to the benefit. The trustee is not responsible for seeing how the benefit is applied.

### **Total and permanent disablement benefit**

- 103 The trustee must pay a benefit to a member whom the trustee believes to be totally and permanently disabled unless requested otherwise by the member. The benefit may be either of the following:
- A lump sum equal to the full amount standing to the credit of the accumulation account of the member; or
  - One or more pensions or annuities representing that amount.

### **Temporary total disablement benefit**

- 104 The trustee must pay a benefit to a member whom the trustee believes to be temporarily totally disabled unless requested otherwise by the member. The benefit must be in the form of a pension or annuity that represent the following amounts:
- In the case where the trustee is entitled to a benefit under an insurance policy in relation to the member's temporary total disablement, the amount payable to the trustee.
  - In any other case, the amount decided by the trustee, provided it does not reduce the minimum withdrawal benefit of the member under superannuation law.

The member is not entitled to commute any part of this benefit.

### **Period of payment: temporary total disablement**

- 105 The trustee must cease paying the benefit for temporary total disablement:
- In a case where the trustee is entitled to benefit under an insurance policy in relation to the member's temporary total disablement, when the trustee ceases to be entitled to that benefit.
  - In any other case, when the member ceases to be temporarily totally disabled, or reaches normal retirement age, or becomes entitled to another benefit under this deed or requests that the benefit ceases to be paid.

### **Method of payment: temporary total disablement**

- 106 The trustee must pay the benefit in respect of temporary total disablement in the following way:

- In a case where the trustee is entitled to benefit under an insurance policy in relation to the member's temporary total disablement, in the way the benefit is paid by the insurer.
- In any other case, in the way the trustee decides.

### **Member contributions may be suspended: temporary total disablement**

107 A member may suspend his or her contributions during a period while he or she is receiving a benefit in relation to temporary total disablement.

### **Membership not affected by temporary total disablement**

108 A member does not cease being a member because he or she is receiving a benefit in respect of temporary total disablement.

### **Retirement benefit**

109 The trustee may pay a member the retirement benefit at the member's request if either of the following applies:

- the member retires from employment on or after reaching normal retirement age; or
- the member becomes entitled under superannuation law to the payment of a benefit despite still being employed.

The trustee must pay the benefit in any form permitted by superannuation law, including in the form of one or more lump sums representing the amount standing to the credit of the member's accumulation account. However, the trustee may also use part, or all, of that amount to purchase one or more pensions or annuities decided on in consultation with the member. The trustee must immediately inform members of the election.

### **Early retirement**

110 On request by a member, the trustee must pay a benefit to that member in each of the following cases:

- the member ceased to be employed before normal retirement age, but has reached the relevant preservation age.
- the member retired from an arrangement under which the member was gainfully employed and has reached 60 or another age prescribed by superannuation law.
- in any other case as permitted by superannuation law.

The trustee must pay the benefit in any form permitted by superannuation law, including in the form of one or more lump sums representing the amount standing to the credit of the member's accumulation account. However, the trustee may also use part, or all, of that amount to purchase one or more pensions or annuities decided on in consultation with the member. The trustee must immediately inform members of the election.



## **I Payment of benefit**

### **Trustee must notify that benefit is payable**

- 111 The trustee must give notice that a benefit is payable to the following persons:
- If the benefit is payable to a member, to that member.
  - If the benefit is payable on the death of a member, to the nominated beneficiary, the reversionary beneficiary, the legal representatives of the member, known dependants of the member and any other person the trustee reasonably believes may have an entitlement or interest in the benefit.
  - In any other case, any persons the trustee reasonably believes may have an entitlement or interest in the benefit.

### **Method of notice**

- 112 The trustee must give a person written notice of the time within which that person may claim an entitlement to the benefit and of how to make that claim. If the person satisfies the trustee that he or she is entitled to a benefit, the trustee must notify any persons to whom a notice was required to be sent under clause 111 to enable them to object to a payment to that person. If no objection is received or the specified period for objecting has passed, the trustee must pay the relevant part of the benefit to that person.

### **Claim out of time**

- 113 If a person makes a claim out of time to an entitlement to a benefit, the trustee is not bound to make any payment to that person.

### **Unclaimed benefit**

- 114 The trustee must give the Regulator a statement of any unclaimed benefits and must pay them to the Regulator as required by superannuation law.

### **Tax on benefit**

- 115 Either the trustee or an insurer or other appropriate body must deduct any tax that is payable in relation to a benefit before that benefit is paid.

### **Where benefit is payable**

- 116 A benefit is payable at the trustee's principal office, or at a substitute place the trustee notifies to the member or beneficiary.

### **Trustee may send benefit to person entitled**

- 117 The trustee may send a benefit to the postal address that the person entitled to it has last notified to the trustee, or to the bank account into which that person has asked the benefit to be paid, or to some other place the trustee decides on.

### **Notification of address etc**

118 A person to whom a benefit becomes payable must notify the trustee of his or her full residential address, and of any change in that address. He or she must also notify the trustee of a bank account into which he or she asks the benefit to be paid.

### **Receipt to be given**

119 On request by the trustee, a person to whom a benefit is paid must give the trustee a receipt and release for the payment in the form required by the trustee.

### **Person under legal disability**

120 If a person to whom the trustee is to pay any part of a benefit is under a legal disability, or the trustee believes that it would be in that person's best interests for the trustee not to make the payment to that person, the trustee may make the payment in any of the following ways as the trustee thinks fit:

- To or for the maintenance, education, advancement, support or benefit of the person on any conditions.
- To, and for the benefit of, another person who appears to the trustee to be any of the following: the trustee, spouse, child, parent or guardian of the person, or a person having custody of that person.

### **Discharge of trustee**

121 The receipt by a person of a payment in accordance with clause 120 discharges the trustee from liability in relation to it. The trustee is not responsible for seeing to its application.

### **Transfer of assets**

122 With the consent of a member or beneficiary to whom a benefit is payable, the trustee may, instead of paying or transferring cash, transfer investments of equivalent value to the member or beneficiary or to the trustee of the relevant approved benefit arrangement.

## **J Forfeiture of benefit entitlements**

**Note:** *Forfeiture accounts are now generally prohibited. Maddocks recommends that you seek professional advice before establishing such an account.*

### **Forfeiture account**

123 The trustee may establish or maintain a forfeiture account into which the trustee must pay any amount forfeited under this deed. Money held in that account does not form part of an accumulation account. The trustee must credit any income from that money to the forfeiture account.

## **Circumstances of forfeiture**

124 All benefit entitlements of a person are forfeited in each the events in 124.1-124.6 — unless the trustee has determined otherwise within six months after the relevant event. The trustee's determination has effect from the date specified by the trustee which may be a date before the date of the event.

124.1 The person assigns or charges, or attempts to assign or charge a benefit entitlement, except in accordance with superannuation law.

124.2 The person's interest in a benefit entitlement becomes payable to or vested in another person or a government or public authority.

124.3 The person is or becomes insolvent or has committed or commits an act of bankruptcy.

124.4 The person is unable personally to receive or enjoy any part of the entitlement.

124.5 In the trustee's opinion, the person is incapable of managing his or her affairs.

124.6 In the trustee's opinion, the person is guilty of fraud or dishonesty.

This clause does not apply to the extent that it would be made ineffective by the *Bankruptcy Act 1966* or superannuation law.

## **Forfeiture of residue**

125 A person forfeits the residue in an accumulation account if the trustee is satisfied that the person has been paid all benefits that he or she is entitled to be paid under this deed.

## **Application of forfeiture account**

126 The trustee may pay or apply forfeited money held in the forfeiture account in any one or more of the following ways in accordance with superannuation law:

126.1 To or for the benefit of the relevant person or the dependants of the relevant member in any proportions the trustee decides on.

126.2 To the trustee of the relevant member's estate.

126.3 To or for the benefit of other members or their dependants who have rights to receive benefits under this deed.

126.4 To provide additional benefits to other members or their dependants in accordance with superannuation law.

126.5 To the equalisation account (if any).

126.6 To any employees of the member or former member the trustee thinks appropriate.

126.7 To any other person or entity the Regulator approves in writing.

## **Limit in relation to payments to member or dependants**

127 The trustee must not make a payment under clause 126 to a member who is still being employed by an employer, except for the purpose of relieving the hardship of that member or his or her dependants.

## **Possible adjustment to entitlements**

- 128 If the event that gave rise to forfeiture of an entitlement in respect of a member ceases to affect that member, the trustee may re-establish any rights in the member that the trustee thinks fit. They must not be greater than they were before the forfeiture.

## **K Provisions relating to the *Family Law Act***

### **Payment splits**

- 129 If the trustee receives a splitting agreement or court order under Part VIIIB of the *Family Law Act*, then provided the agreement or court order has been properly served and subject to superannuation law, the trustee may:
- vary the relevant member's benefit or benefit entitlement on such bases (including by commutation of any pension having regard to the advice of an actuary) and at any time the trustee determines from time to time, to the extent permitted by superannuation law; and
  - make a payment to the non-member spouse or a transfer in respect of the non-member spouse in accordance with clause 133.

### **Rules for payment splits**

- 130 The trustee may as it determines from time to time subject to superannuation law, make rules dealing with:
- the valuation of a non-member spouse's benefit or benefit entitlement (including any adjustments);
  - the timing of the calculation of the non-member spouse's benefit or benefit entitlement;
  - other matters relating to the payment split or the non-member spouse's benefit or benefit entitlement.

### **Deferred payment splits**

- 131 If the trustee is required by superannuation law or considers that it is appropriate to defer giving effect to a payment split, then provided the splitting agreement has been served properly, the trustee must:
- record the existence of the agreement or court order; and
  - keep a record of the non-member spouse's benefit or benefit entitlement on such basis (including a notional basis) and in such manner as the trustee determines from time to time subject to superannuation law.

### **Flagging agreements**

- 132 If the trustee receives a flagging agreement or court order under Part VIIIB of the *Family Law Act*, then provided the agreement or court order has been properly served, the trustee must:
- record the existence of the agreement or court order; and

- defer payment of the benefit to or in respect of the relevant member until the agreement or court order is lifted.

### **Transfer of non-member spouse interests**

133 If the trustee receives a splitting agreement or court order under Part VIIIB of the *Family Law Act*, the agreement or court order has been validly served, then if any amount becomes payable in respect of the non-member spouse under that agreement or order:

- the trustee must pay that amount to the non-member spouse – if the non-member asks for that payment in writing; or
- the trustee must transfer that amount to another fund (including an eligible rollover fund) in respect of that non-member spouse if the non-member asks for that transfer in writing.

Any payment amount under this clause must be in accordance with superannuation law. The receipt by the non-member spouse or the trustee of that other fund will sufficiently discharge the trustee of its liability in respect of that non-member spouse.

### **Refusal to admit as member**

134 Provided that the trustee acts in accordance with superannuation law, the trustee may refuse to admit a non-member spouse as a member of the fund.

## **L Trustee's powers**

### **All the powers of an individual**

135 The trustee has all the powers in relation to the assets of the fund that the trustee would have if the trustee were the legal and beneficial owner of those assets. It also has all the powers that a trustee has at law and the powers specifically conferred on the trustee by this deed.

### **Trustee's discretion**

136 The trustee has an absolute discretion in relation to exercising or not exercising any power under this deed or at law, and in relation to the way in which any power is exercised. The trustee's decision on such a matter is final and binding.

### **Delegation of power**

137 The trustee may delegate to another person, including one or more directors of the trustee, any power or duty on any terms the trustee thinks fit, including by appointing an attorney under a power of attorney. The trustee may alter or revoke any delegation including any power of attorney.

### **Trustee not subject to direction**

138 The trustee is not subject to direction in exercising any power under this deed or at law, except to the extent indicated under superannuation law.

## Specific powers

- 139 To exclude any possible doubt, the trustee has the power to do any of the following to the extent allowed by superannuation law:
- 139.1 To underwrite or sub-underwrite risks, contingencies or liabilities under a superannuation arrangement conducted by an employer under an agreement for the transfer of employees to the fund.
  - 139.2 To indemnify a person.
  - 139.3 To open and operate bank accounts in the usual way, and 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.
  - 139.4 To do anything the trustee considers necessary or desirable in connection with performing its obligations under this deed.

## Limit on borrowing

- 140 The trustee must not (except as provided by this deed in clause 142 and superannuation law):
- 140.1 borrow money; or
  - 140.2 maintain an existing borrowing of money.

## Trustee may grant security over asset

- 141 The trustee may, to the extent allowed by superannuation law, mortgage, pledge, charge, assign or otherwise provide as security, any asset of the fund for the purpose of the trustee borrowing or maintaining a borrowing of money including (without limitation) for the purpose of a "limited recourse borrowing arrangement" referred to in clause 142.3.

**Note:** *There are strict requirements which must be met for a borrowing, and any associated mortgaging or charging of assets, to be lawful (see Part 7 of the SIS Act). A breach of those requirements is a strict liability offence (see Part 7 of the SIS Act). Maddocks recommends that you seek professional advice before entering into any arrangements under which the fund borrows money or mortgages or charges its assets.*

## When borrowing is allowed (including "limited recourse borrowing arrangements")

- 142 The trustee may borrow or maintain a borrowing of money in any one or more of the following cases:
- 142.1 to enable the trustee to pay a surcharge or advance instalment which the trustee is required to pay under the *Superannuation Contributions Tax (Assessment and Collection) Act 1997* — as long as the borrowing complies with section 67(2A) of the SIS Act;
  - 142.2 to enable the trustee to settle a transaction to acquire any one or more of the securities listed in section 67(3)(a) of the SIS Act — as long as the borrowing complies with all of the requirements of section 67(3) of the SIS Act;
  - 142.3 under an arrangement (a "limited recourse borrowing arrangement") which the trustee enters, or has entered into, in which the money borrowed is, or has been,

used to acquire an asset that superannuation law allows the trustee to acquire — as long the borrowing complies with Part 7 of the SIS Act.

- 143 Clause 142 does not limit the circumstances in which the trustee may borrow or maintain a borrowing of money.

**Note:** *There are strict requirements which must be met for a borrowing to be lawful (see Part 7 of the SIS Act). A breach of those requirements is a strict liability offence (see Part 7 of the SIS Act). Maddocks recommends that you seek professional advice before entering into any arrangements under which the fund borrows money.*

### **Trustee's power to effect insurance**

- 144 The trustee may arrange one or more insurance policies with one or more insurers to secure the benefit of a member. A policy may be a group policy or an individual policy.

### **Trustee bound to exercise power in limited cases**

- 145 The trustee is not bound to arrange one or more insurance policies, except where the trustee has informed the member or beneficiary that the trustee will arrange a policy of a specified type and amount and the member or beneficiary has not asked the trustee in writing not to do so, or has withdrawn his or her request for the trustee to arrange that policy.

Even so, the trustee is not bound to arrange a policy that the trustee is unable to arrange.

### **Inconsistent conditions in policy**

- 146 If an insurer will only insure a member or beneficiary on conditions that are inconsistent with the conditions in respect of a benefit payable in respect of the member or beneficiary, the trustee may impose the policy conditions on that benefit despite the conditions stated in this deed.

### **Powers not affected by conflict of interests**

- 147 The trustee may exercise any power under this deed or at law despite the fact that the trustee, or a director of the trustee, has a direct or indirect interest in the exercise of that power, or may benefit directly or indirectly from its exercise. An indirect interest or benefit includes, without limitation, where the trustee, or a director of the trustee, obtains or may obtain an interest or benefit as a director, officer, shareholder, partner, unitholder or beneficiary of a third party with whom the trustee enters into a transaction or arrangement.

### **Disclosure of conflict of interest**

- 148 The trustee and any director of the trustee must disclose conflict of interests of the type described in clause 147 in accordance with superannuation law.

### **Trustee's power to effect transfer on written request**

- 149 On written request by a member or beneficiary, the trustee may transfer to the trustee of an approved benefit arrangement any part of the amount in the fund that represents the

member's or beneficiary's benefit or benefit entitlement. The trustee may only do so if the following conditions are met:

- The member or beneficiary is eligible to join or has joined the arrangement.
- The trustee is satisfied that the transfer complies with superannuation law.
- The amount the trustee transfers must not exceed the amount in the member's or beneficiary's accumulation account, except to the extent of any amount that the trustee decides to add to that account from the equalisation account (if any) under clause 39.

### **Form and effect of transfer**

150 The member or beneficiary must complete and execute any documents required by the *Tax Act* for the transfer to be completed as a roll over payment. A receipt from the approved benefit arrangement discharges the trustee from all liability in respect of the amount transferred. The trustee is not responsible for seeing to the application of that amount by the approved benefit arrangement. On completion of the transfer, the member or beneficiary (and anyone entitled to claim in any way in respect of that person) ceases to have any rights against the trustee or the fund in respect of the relevant amount.

### **Trustee's power to transfer to successor fund**

151 The trustee may transfer to the trustee of an approved benefit arrangement that is a successor fund to the fund under superannuation law any part of the amount in the fund that represents a benefit entitlement. The consent of the member or beneficiary is not required. Nor is it necessary that the member already be a member of the successor fund.

### **Trustee's power to transfer to eligible roll over fund**

152 In accordance with superannuation law, the trustee may transfer to an eligible roll over fund any part of the amount in the fund that represents a member's or beneficiary's benefit entitlement. The trustee must do so if superannuation law requires it.

### **Transfer of assets**

153 With the consent of a member or beneficiary to whom or in respect of whom a transfer is to be made under clauses 151 or 152, the trustee may, instead of paying or transferring cash, transfer investments of equivalent value to the member or beneficiary or to the trustee of the relevant approved benefit arrangement.

### **The trustee's power to receive transfer**

154 The trustee may take over or acquire by transfer from an approved benefit arrangement any part of the assets of that arrangement that represent the interest of a participant in that arrangement who has become or is to become a member or beneficiary of the fund. The trustee will hold the amount on trust for that person in the relevant accumulation or pension account. The person will have rights in respect of that amount that are equivalent to the rights he or she had under the approved benefit arrangement. The trustee may decide that the person is to be treated as having been a member of the fund from the time he or she became a member of the approved benefit arrangement.



## **M Administration of fund**

### **Dealing with money received**

155 The trustee must ensure that any money received by the fund is dealt with as soon as practicable in one of the following ways:

- Deposited to the credit of the fund in an account kept with a bank, friendly society, building society, or other similar body chosen by the trustee.
- Paid to the credit of an insurer for the payment of premiums in relation to a policy of insurance effected by the trustee for the purposes of the fund.
- Paid into the trust account of a lawyer, accountant or investment manager appointed in accordance with this deed.

### **Effect of receipts**

156 A receipt given by the trustee or the secretary of the fund or another person authorised by the trustee in writing to issue receipts is a sufficient discharge to the person by whom money is paid to the fund.

### **Employers to provide information to trustee**

157 On written request by the trustee, an employer must give the trustee any information which it has or can obtain that is, in the trustee's opinion, necessary or desirable for managing and administering the fund. The trustee may act on that information and is not required to verify it.

### **Compliance**

158 The trustee must comply with superannuation law and with any directions of the Regulator in relation to the fund.

### **Trustee may not charge fees**

159 The trustee must not charge any fees in relation to acting as trustee under this deed or performing any services in respect of the fund.

### **Trustee entitled to be reimbursed for expenses**

160 The trustee is entitled to be reimbursed from the fund for all expenses, taxes, levies, charges, fees and other amounts necessarily or reasonably incurred in acting as trustee under this deed.

### **Trustee to keep records and accounts**

161 The trustee must keep proper records and accounts of all money received by the fund and paid out by it, including adequate details of all dealings by the fund in connection with that money.

### **Trustee to collect money owing to the fund**

162 The trustee must ensure that money owing to the fund is collected promptly and dealt with in accordance with this deed.

### **Trustee to keep records, accounts, books etc**

163 The trustee must ensure that all records, books, accounts, minutes, reports and other documents are maintained and kept safe in accordance with superannuation law for the period required by that law.

### **Documents to be prepared**

164 The trustee must ensure that each of the following is prepared in respect of the fund in accordance with superannuation law:

- A statement of its financial position.
- An operating statement.
- Any other account or statement required by superannuation law.

### **Annual return**

165 The trustee must ensure that an annual return and any other documents required under superannuation law are prepared and lodged with the Regulator in accordance with that law.

### **Audit**

166 The trustee must arrange for the books, accounts and records of the fund to be audited annually or as required by superannuation law by an auditor qualified in accordance with superannuation law.

### **Disclosure requirements**

167 The trustee must ensure that information and documents are provided to each of the following persons if required by, and in accordance with the requirements of, superannuation law:

- employers.
- the Regulator.
- the actuary (if one is appointed).
- the auditor.
- any other person.

### **Availability of books and records**

168 The trustee must ensure that the books of the fund and information relating to it are available for inspection and copying, and that access is provided to premises where the

books and information are available to be inspected and copied, in accordance with superannuation law.

### **Availability of deed and documents**

169 The trustee must ensure that this deed and any other documents (or copies of the deed and documents) are made available for inspection by a member, or by a beneficiary on the beneficiary's request, as required by superannuation law. It is sufficient if they are available for inspection at the trustee's office while that office is open.

### **Appointment of auditor**

170 The trustee may appoint a suitably qualified person as auditor of the fund.

### **Appointment of actuary**

171 The trustee may appoint as actuary of the fund:

- an actuary who is a Fellow of the Institute of Actuaries of Australia;
- a member of a firm or company of which at least one member or director is a Fellow of the Institute of Actuaries of Australia; or
- an auditor who is appropriately qualified and is independent according to criteria specified by superannuation law.

### **Appointment of administration manager**

172 The trustee may appoint one or more suitably qualified persons to act as administration manager of the fund or a specified part of the fund.

### **Appointment of investment manager**

173 The trustee may appoint one or more suitably qualified persons to act as investment manager of the fund or a specified part of the fund in accordance with superannuation law.

### **Appointment of custodian**

174 The trustee may appoint one or more suitably qualified persons to act as custodian of the fund or a specified part of the fund, including (without limitation) as part of a limited recourse borrowing arrangement referred to in clause 142.3.

### **Superannuation law to be observed**

175 Any appointment by the trustee must be in accordance with superannuation law.

### **Trustee may remove person from office**

176 The trustee may remove from office a person the trustee has appointed to an office.

### **Trustee not bound by advice**

177 Except to the extent required by superannuation law, the trustee is not bound to follow the advice of a person the trustee has appointed.

### **Liability of the trustee is limited**

178 To the extent allowed by superannuation law, neither the trustee nor any of its directors, officers or employees is liable for anything done or not done in connection with acting as trustee, unless at least one of the following applies:

- The person fails to act honestly.
- The person intentionally or recklessly fails to exercise the degree of care and diligence the person is required to exercise.
- The person incurs a monetary penalty under a civil penalty order made in accordance with superannuation law.

### **Indemnity**

179 To the extent allowed by superannuation law, the trustee and each of its directors, officers and employees are entitled to an indemnity from the fund in all cases where the person is not liable under the preceding clause. The trustee has a lien on the assets of the fund for this purpose.

### **Other persons who may act**

180 Subject to superannuation law, the trustee may appoint the following persons to act as director of the trustee of the fund.

- the legal personal representative of a deceased member, from the date of the member's death until the member's death benefits begin to be paid;
- the legal personal representative of a member, while he or she holds an enduring power of attorney in respect of the member or while the member is under a legal disability;
- the legal personal representative, parent or guardian of a member who is a minor; or
- any other person if the superannuation law allows that person to be a director of the trustee and the fund would remain a self managed superannuation fund.

### **Appointment of members as trustee**

181 The trustee may appoint the members of the fund as trustees in place of the trustee by executing a deed to that effect. It may only do so if immediately afterwards it executes another deed which provides the mechanisms to enable the members of the fund to act as trustees.

### **Appointment of replacement corporate trustee**

182 The trustee may appoint as a replacement trustee a corporation of which the members of the fund are the only directors. The trustee must do everything necessary to vest the fund

in the replacement trustee and must deliver all records and other books to the replacement trustee.

### **Continuity of office**

183 When a person ceases to be a trustee or becomes a trustee, any other person acting as trustee must do everything necessary to vest the fund in the new or remaining trustees and must deliver all records and other books to the new or remaining trustees.

### **Appointment and resignation of trustee**

184 The trustee will determine who acts as trustee in accordance with this deed and superannuation law for the fund to continue as a self managed superannuation fund and will take the necessary steps to appoint or remove the persons or body to or from the office of trustee. The trustee may accept the trustee's resignation in writing for this purpose.

- The appointment or removal of a trustee must be in writing and must immediately be advised to any other trustee.
- Where the trustee is unable or unwilling to determine who will act as trustee then the majority of members of the fund will determine who will act as trustee. If there are no members in the fund, the former members of the fund (or their legal personal representatives) will determine who acts as trustee of the fund.
- To the extent permitted by law, these provisions apply to the exclusion of any statutory provisions relating to the appointment of new trustees, including statutory provisions which may otherwise require registration of the relevant deed or instrument.

## **N Miscellaneous**

### **Trustee may elect to wind up fund**

185 The trustee may elect to wind up the fund on a specified date in either of the following cases:

185.1 The trustee decides to wind up the fund.

185.2 There are no longer any members of the fund.

The trustee must elect to wind up the fund on a specified date if the Regulator requires the fund to be wound up.

### **Notice of winding up**

186 The trustee must give notice to each participating employer and member that the fund is to be wound up on the specified date.

### **Payment etc on winding up**

187 After deducting from the assets of the fund the costs of administering and winding up the fund, the trustee must pay the benefits in the following order to the extent that the assets of the fund are sufficient to do so:

- Benefits to which members, former members or their dependants are entitled but which they have not been paid on the day before the termination date.
- Additional benefits to members, former members or their dependants as the trustee thinks appropriate.
- Payment to the participating employers that have made contributions in respect of members or former members as the trustee thinks appropriate.

### **Employment relationship not affected by this deed**

188 Nothing in this deed affects any powers an employer has in relation to a contract of employment. An actual or prospective right under this deed, or the ending of such a right, is not to be taken into account in relation to any legal action, including one based on termination of employment.

### **Legal rights of member not affected by this deed**

189 Nothing in this deed affects any right a person may have to claim compensation or damages at common law or under statute.

### **Variation**

190 Subject to clauses 191 to 193, the trustee may vary this deed either prospectively or retrospectively. The trustee may do so by oral declaration, written resolution or deed. If superannuation law requires it, the trustee must promptly give a certified copy of the resolution or a copy of the deed to the Regulator.

### **Limits on effect of variation**

191 If one or more death benefit agreements are in place under this deed, then any variation of the deed does not vary any death benefit agreement or clauses 97 or 98 – unless that variation expressly states that it does vary any one or more of those things. Instead, those agreements and clauses continue to apply in respect of the fund.

192 If one or more agreements or arrangements are in place in respect of the fund relating to payment of a pension, then any variation of the deed does not vary those agreements or arrangements – unless that variation expressly states that it does vary one or more of those things. Instead, those agreements and arrangements continue to apply in respect of the fund.

### **Limits on power to vary**

193 The trustee does not have power to vary this deed so as to do either of the following:

- Reduce or adversely affect the rights of a member to accrued entitlements that arise before the variation is effected.
- Reduce the amount of any other entitlement that is or may become payable in relation to a time before the date of the variation.

However, this (the rule in the previous sentence with the 2 dot points) does not apply if the reduction is necessary to enable the fund to comply with superannuation law or if each affected member, or the Regulator, consents in writing to the reduction.

The trustee also does not have power to vary this deed in a way that would have either of the following effects:

- unless the trustee is a corporation, altering the purpose of the fund so that it is no longer solely or primarily the provision of old age pensions under superannuation law.
- unless the sole or primary purpose of the fund is to provide old age pensions to members, allowing any person except a corporation to be appointed trustee of the fund.

### **Notice of variation**

194 If superannuation law requires it, the trustee must inform members and beneficiaries in writing of the nature and purpose of the variation and its effect on their entitlements or rights. The trustee must do so in accordance with superannuation law.

### **Dispute resolution**

195 If superannuation law requires it, the trustee must establish a system complying with that law for dealing with enquiries and complaints from members, beneficiaries and dependants.

### **Interpretation**

196 A reference in this deed to:

- a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
- a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- a person includes the legal personal representatives, successors and assigns of that person;
- any body which no longer exists or has been reconstituted, renamed, replaced or whose powers and functions have been removed or transferred to another body or agency, whether expressly or impliedly, is a reference to the body which most closely serves the purpose or objects of the first-mentioned body;
- a clause, schedule or appendix is reference to a clause, schedule or appendix in or to this deed;
- this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- the singular includes the plural and vice versa; and
- a gender includes the other gender.

**Proper law**

197 This deed is governed by the law of Victoria. The parties consent to the exercise of jurisdiction by the courts of that place.



# **JM Browne Superannuation Fund**

## **Schedule 1 to this deed**

### **Date deed established**

30 April 2014

### **Name and address and ACN of trustee**

Jenbro Super Pty. Ltd., ACN 169311013  
8 Pretty Valley Grove  
South Morang, VIC 3752

### **Name and address of members**

Jennifer Michelle Browne  
8 Pretty Valley Grove  
South Morang, VIC 3752

### **Name of person establishing the fund (Principal)**

Jennifer Michelle Browne  
8 Pretty Valley Grove  
South Morang, VIC 3752

*{The fields in all of the following schedules to this deed are left intentionally 'blank' as the schedules are to be used as 'pro-forma' documents if the fund wishes to add members etc. in the future. These schedules are to be bound in and form part of this Deed.}*

## Schedule 2 to this deed

### Application to become a Member

This Application Form contains your Death Benefit Nomination and undertakings which must be made by you. It is also accompanied by the Product Disclosure Statement relevant to the fund contained in Annexure A.

#### Part 1 Application and Undertakings

- I apply to become an [*Either* initial *Or* additional] member of this fund under the trust deed.
- I make each of the following undertakings:
  - [*Either* I am not in an employment relationship with another member. *Or* I am not in an employment relationship with another member who is not a relative of mine.]
  - I am not a disqualified person under superannuation law from being a [*Either* trustee *Or* director of the trustee] of the fund.
  - I will comply with the trust deed.
  - Upon request, I will fully disclose in writing any information required by the trustee in respect of my membership of the fund. This includes disclosing:
    - Any circumstance which may lead to my entering into an employment relationship with any other member of the fund who is not also a relative of mine.
    - That I may become disqualified under superannuation law from being a [*Either* trustee *Or* director of the trustee] of the fund.
    - Any information in relation to my medical condition.
  - I will act as a [*Either* trustee *Or* director of the trustee] of the fund.
  - I understand the trust deed, particularly its terms concerning the benefits payable under it, and I have read and understood the attached Product Disclosure Statement, annexed and marked 'A'.
  - I have read and understand the prescribed information relating to the collection of Tax File Numbers by the trustees of superannuation funds.

I attach a completed ATO Individual Tax File Number Notification form.

Applicant name [Insert applicant's name]  
 Applicant address [Insert applicant's address]  
 Applicant occupation [Insert applicant's occupation]  
 Date of birth [Insert applicant's date of birth]  
 Applicant place of birth [Insert applicant's place of birth]

**Part 2: Death Benefit: Beneficiary Nomination**

*If death benefit nomination is to be binding* This is a binding death benefit notice. By completing and signing it you are requiring the trustee to provide any benefit payable on or after your death to the person or persons you mentioned in this notice, being one or more dependants or your legal personal representative. *Or If death benefit notice is to be non binding* This is a direction to the trustee as to how to apportion any benefit payable on your death. It is a non binding death benefit notice and the trustee retains the discretion as to how to apply any benefit payable on your death.

I direct [*Either* the trustees *Or* the directors of the trustee] that the person[s] named in the following table [are/is] to receive the proportions specified in that table of the benefit that is payable if I die.

Person	Relationship to member	Proportion of death benefit
[Insert beneficiary's name]  [Add rows to table as required]	[Insert beneficiary's relationship to member]	[Insert proportion of the death benefit to be paid to this person] %

*[If death benefit nomination is to be binding* (Please note, that this beneficiary direction is valid for only 3 years.)]

Signed by the applicant: \_\_\_\_\_

Date: \_\_\_\_\_

[Insert member's name]

[If the death benefit is not binding

Witness: \_\_\_\_\_ Name: \_\_\_\_\_

Or

If the death benefit is to be binding The following persons declare that:

- they are 18 years of age or older;
- they are not persons otherwise mentioned in this notice; and
- this form was signed by or on behalf of the member in their presence.

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

Witness name: \_\_\_\_\_ Witness name: \_\_\_\_\_

### First Notice: The types of death benefit arrangements and the order in which they take effect

The Fund's Deed allows three types of death benefit payment arrangements. They, and the order in which they take effect, are as follows:

- **death benefit agreement** — which binds the trustee and which does not expire, see clauses 97 and 98;
- **binding death benefit notices or binding nomination forms** — which bind the trustee but which expire after 3 years or earlier if replaced or revoked; and
- **non-binding nomination forms** — which do not bind the trustee but which do not expire until replaced or revoked.

**Death benefit agreements take priority over binding death benefit notices and non-binding nomination forms.**

### What you need to consider

When you, as a member, are considering signing a binding death benefit notice or a non-binding nomination form it is important to consider that:

- a death benefit agreement *takes priority* over any binding death benefit notice or any non-binding nomination form;
- to the extent permitted by superannuation law, the trustee must pay or apply the relevant benefit in accordance with the death benefit agreement. Therefore if you sign a binding death benefit notice or a non-binding nomination form, then they will have no effect on any earlier or later death benefit agreement that you sign; and
- if any part of a death benefit agreement is invalid, then the trustee (as required by the Fund's deed) will pay or apply the "invalid" part of the death benefit in accordance with any binding death benefit notice, or by reference to any non-binding nomination form, you have signed.

### **Second Notice: Consistency of death benefit arrangements with pension terms**

It is important to consider how any death benefit nomination or death benefit agreement interacts with the arrangements for payment of a pension to a reversionary beneficiary. The terms of the pension, and the terms of the death benefit nomination or death benefit agreement should be considered together.

For instance, if the pension terms require an automatic reversionary pension, then the death benefit nomination or death benefit agreement has no effect in relation to that pension. If the member wants to ensure all these arrangements – under pension terms, a death benefit nomination or death benefit agreement – are consistent, or to deliberately vary from one to the other, then careful drafting is required and the member should seek professional advice.

**Annexure A to Application to become a member**

***[Here you need to attach the Product Disclosure Statement from Schedule 6.]***

## **Schedule 3 to this deed**

### **Application to become Participating Employer**

*[Insert name and address, and ACN if applicable, of applicant]* applies to become a participating employer in the JM Browne Superannuation Fund. The applicant agrees to comply with the trust deed.

Signed by the applicant's authorised officer

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Name of authorised officer]*

### **Annexure A to Application to become Participating Employer**

***[Here you need to attach the Product Disclosure Statement from Schedule 6.]***



## **Schedule 4 to this deed**

### **Application to become an Employer-Sponsor**

This Application form is accompanied by the Product Disclosure Statement relevant to the fund contained in Annexure A.

*[Insert name and address, and ACN if applicable, of applicant]* applies to become an employer-sponsor of the *[name of fund]*. The applicant agrees to comply with the trust deed.

Signed by the applicant's authorised officer

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Name of authorised officer]*

### **Annexure A to Application to become an Employer-Sponsor**

***[Here you need to attach the Product Disclosure Statement from Schedule 6.]***

## Schedule 5 to this deed

### Application to become a member (if member is a minor)

This Application Form contains your Death Benefit Nomination and undertakings which must be made by you. It is also accompanied by the Product Disclosure Statement relevant to the fund contained in Annexure A.

#### Part 1 Application and undertakings

- I apply, as the parent or guardian of, and on behalf of, the person listed below (**Applicant**), that the Applicant become an initial member of this fund under the trust deed.
- I make each of the following undertakings:
  - *[Either* The Applicant is not in an employment relationship with another member. *Or* The Applicant is not in an employment relationship with another member who is not a relative of the Applicant.]
  - I am not disqualified under superannuation law from being a *[Either* trustee *Or* director of the trustee] of the fund.
  - I will comply with the trust deed.
  - Upon request, I will fully disclose in writing any information required by the trustee in respect of the Applicant's my membership of the fund. This includes disclosing:
    - Any circumstance which may lead to the Applicant entering into an employment relationship with any other member of the fund who is not also a relative of the Applicant.
    - That I may become disqualified under superannuation law from being a *[Either* trustee *Or* director of the trustee] of the fund.
    - Any information in relation to the Applicant's medical condition.

*[If the parent or guardian is NOT also separate member of the fund in their own right, then]*

- *[Either* I will act as a trustee of the fund. *Or* I will act as a director of the trustee of the fund.]

*[If the parent or guardian IS a separate member of the fund, then]*

- *[Either* I am a member of the fund myself and I will act as a trustee of the fund. *Or* I am a member of the fund myself and will act as a director of the trustee of the fund.]
- I understand the trust deed, particularly its terms concerning the benefits payable under it, and I have read and understood the attached Product Disclosure Statement, annexed and marked 'A'.
- I have read and understand the prescribed information relating to the collection of Tax File Numbers by the trustees of superannuation funds.

In consideration of the Applicant's status as a minor, I have not attached a completed ATO Individual Tax File Number Notification form.

Applicant name	[Insert applicant's name]
Applicant address	[Insert applicant's address]
Applicant occupation	[Insert applicant's occupation]
Date of birth	[Insert applicant's date of birth]
Applicant place of birth	[Insert applicant's place of birth]
Parent or guardian name	[Insert parent or guardian's name]
Parent or guardian address	[Insert parent or guardian's address]
Parent or guardian date of birth	[Insert parent or guardian's date of birth]
Parent or guardian place of birth	[Insert parent or guardian's place of birth]

**Part 2: Death Benefit: Beneficiary Nomination**

*If death benefit nomination is to be binding* This is a binding death benefit notice. By completing and signing it you are requiring the trustee to provide any benefit payable on or after the Applicant's death to the person or persons you mentioned in this notice, being one or more of the Applicant's dependants or the Applicant's legal personal representative. *Or If death benefit notice is to be non binding* This is a direction to the trustee as to how to apportion any benefit payable on the Applicant's death. It is a non binding death benefit notice and the trustee retains the discretion as to how to apply any benefit payable on the Applicant's death.

On behalf of the Applicant, I direct [*Either* the trustees *Or* the directors of the trustee] that the person[s] named in the following table [are/is] to receive the proportions specified in that table of the benefit that is payable if I die.

Person	Relationship to member	Proportion of death benefit
[Insert beneficiary's name]	[Insert beneficiary's relationship to member]	[Insert proportion of the death benefit to be paid to this person] %
[Add rows to table as required]		

*If the death beneficiary nomination is binding* (Please note that this beneficiary direction is valid for only 3 years.)

Signed by the  
parent/guardian: \_\_\_\_\_

Date: \_\_\_\_\_

[Insert parent or guardian's name]

[If the death benefit is not binding]

Witness: \_\_\_\_\_ Name: \_\_\_\_\_

Or

*If the death benefit is to be binding* The following persons declare that:

- they are 18 years of age or older;
- they are not persons otherwise mentioned in this notice; and
- this form was signed by or on behalf of the member in their presence.

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

Witness name: \_\_\_\_\_ Witness name: \_\_\_\_\_

Witness name: \_\_\_\_\_ Witness name: \_\_\_\_\_

**First Notice: The types of death benefit arrangements and the order in which they take effect**

The Fund's Deed allows three types of death benefit payment arrangements. They, and the order in which they take effect, are as follows:

- **death benefit agreement** — which binds the trustee and which does not expire, see clauses 97 and 98;
- **binding death benefit notices or binding nomination forms** — which bind the trustee but which expire after 3 years or earlier if replaced or revoked; and
- **non-binding nomination forms** — which do not bind the trustee but which do not expire until replaced or revoked.

***Death benefit agreements take priority over binding death benefit notices and non-binding nomination forms.***

### **What you need to consider**

When you, as a member, are considering signing a binding death benefit notice or a non-binding nomination form it is important to consider that:

- a death benefit agreement *takes priority* over any binding death benefit notice or any non-binding nomination form;
- to the extent permitted by superannuation law, the trustee must pay or apply the relevant benefit in accordance with the death benefit agreement. Therefore if you sign a binding death benefit notice or a non-binding nomination form, then they will have no effect on any earlier or later death benefit agreement that you sign; and
- if any part of a death benefit agreement is invalid, then the trustee (as required by the Fund's deed) will pay or apply the "invalid" part of the death benefit in accordance with any binding death benefit notice, or by reference to any non-binding nomination form, you have signed.

### **Second Notice: Consistency of death benefit arrangements with pension terms**

It is important to consider how any death benefit nomination or death benefit agreement interacts with the arrangements for payment of a pension to a reversionary beneficiary. The terms of the pension, and the terms of the death benefit nomination or death benefit agreement should be considered together.

For instance, if the pension terms require an automatic reversionary pension, then the death benefit nomination or death benefit agreement has no effect in relation to that pension. If the member wants to ensure all these arrangements – under pension terms, a death benefit nomination or death benefit agreement – are consistent, or to deliberately vary from one to the other, then careful drafting is required and the member should seek professional advice.

**Annexure A to Application to become a Member (where member is a minor)**

***[Here you need to attach the Product Disclosure Statement from Schedule 6.]***

## Schedule 6 to this deed

### Form of Product Disclosure Statement

## Product Disclosure Statement

### JM Browne Superannuation Fund

[Date]

[Name of member]

[Address of member]

[Contact details of member – PDS may be sent by email, fax or post]

[Name of trustee or trustees]

[Address]

[Contact details]

**The details of the Product Disclosure Statement (PDS) start on the next page. Attach that page and the following pages of the PDS to the Member Application form and to any Employer-Sponsor Application form.**

### Introduction

This PDS contains a summary of the important provisions of the fund's deed and the effects which those provisions may have on you. The *Corporations Act* requires that you be given this PDS within 3 months after you become a member of the fund.

If you have any questions at any time, you should refer those to the trustee. However, the trustee can only provide you with information – so you will need to seek your own legal, accounting and financial advice.

Terms which are capitalised in this PDS are either defined in the fund's deed or are contained in Schedule 1.

### You should consider getting professional advice about the fund

Your decision to become a member of the fund is important and involves issues including retirement planning, estate planning, taxation, and social security. The trustee strongly recommends that you consider consulting an appropriately qualified adviser before you decide to become a member or to have contributions made to the fund on your behalf.

This PDS is prepared for your general information only and is not, and is not intended to be, a recommendation to become a member of the fund. This PDS does not take into account your investment objectives, financial situation or retirement planning needs. You should not base a decision whether to become a member solely on the information in this PDS. You need to consider,

and obtain advice on, the suitability of the fund in view of your investment objectives, financial situation and retirement planning needs.

## **Information about your potential benefits**

### **1 Details of potential lump sum benefits**

#### **1.1 On your retirement**

On your retirement, you will become entitled to a lump sum benefit, equal to the amount in your Accumulation Account on your retirement. As the definition of retirement in Schedule 1 suggests, there will be some circumstances in which you will become entitled to payment of a retirement benefit while you are still employed or when you retire and have reached the relevant Preservation Age. Your trustee will be able to advise you further in this regard at the relevant time.

#### **1.2 Total and permanent disability**

If you become totally and permanently disabled, you may become entitled to a lump sum benefit from your Accumulation Account. Your trustee will be able to advise you further in this regard at the relevant time.

#### **1.3 Temporary total disability**

If you become totally disabled temporarily, you may become entitled to payment of a pension or annuity representing the amount:

- decided by the trustee, provided it does not infringe the limit set out in the superannuation law; or
- payable to the trustee under an insurance policy which the trustee may have purchased and which covers the disability you suffer. (Premiums for these insurance policies are generally paid by the trustee from your Accumulation Account but may be paid out of other Accounts of the fund (such as the Income Account)).



## 1.4 On death

On your death, the trustee may choose to or may be required to pay a pension or lump sum benefit from your Accumulation Account and any pension account to the persons named in your 'Death Benefit: Beneficiary Nomination' (which is on your Application for Membership) or to your dependants. The trustee may have also taken out a life insurance policy for you which may also entitle your dependants, or some other person, to a pension or lump sum benefit. Your 'Death Benefit: Beneficiary Nomination' can be binding or non-binding on the trustee (you can choose). Binding nominations need to be renewed every 3 years.

To overcome the requirement to renew binding nominations every 3 years, you can also choose to implement a 'death benefit agreement' under the fund's deed. The form of death benefit agreement is set out in Schedule 7 to the fund's deed.

Your death benefits will also include any residue in a pension account previously established for you, unless the arrangements in respect of that pension are that the pension will revert on your death to a Pension Dependant.

Generally speaking, you should seek professional advice concerning what plans need to be made in respect of your death benefits and what options are available to you.

The Deed provides for:

- **death benefit agreements** (which binds the trustee and which do not expire, see clauses 97 and 98);
- **binding death benefit notices** (which bind the trustee but which expire after 3 years or earlier if replaced or revoked); and
- **non-binding nomination forms** (which do not bind the trustee and which do not expire until replaced or revoked).

***Death benefit agreements take priority over binding death benefit notices and non-binding nomination forms.***

### **What you need to consider**

When you, as a member, are considering signing a death benefit agreement, a binding death benefit notice or a non-binding nomination form it is important to consider that:

- a death benefit agreement *takes priority* over any binding death benefit notice or any non-binding nomination form;
- to the extent permitted by superannuation law, the trustee must pay or apply the relevant benefit in accordance with the death benefit agreement. Therefore if you sign a binding death benefit notice or a non-binding nomination form, then they will have no effect on any earlier or later death benefit agreement that you sign; and
- if any part of a death benefit agreement is invalid, then the trustee (as required by the fund's deed) will pay or apply the "invalid" part of the death benefit in accordance with any binding death benefit notice, or by reference to any non-binding nomination form, you have signed.

## 1.5 Other circumstances

'Severe Financial Hardship' – in the case of severe financial hardship, you may be able to apply to have all benefits owing to you, paid to you by the trustee. There are certain conditions to be met and the benefits can only be paid to you to meet expenses in the nature of treatment of life-threatening illnesses, prevention of foreclosure under a mortgage, medical transport costs, palliative care costs and so on.

## 2 Details of potential income benefits

### *Income benefits where you retire or reach your preservation age*

When you become entitled to payment of a **lump sum benefit**, the trustee may allow you to choose to receive that lump sum in the form of regularly paid income. This is called a pension. The fund can only provide you with an 'account-based pension'.

The rules for an 'account-based pension' include:

- **Minimum annual amount:** a minimum amount of the capital funding the pension must be paid to the pensioner each year. The minimum, which is expressed as a percentage of the capital, is determined by reference to the pensioner's age. You should speak to your adviser about relief from minimum pension payment amounts as the government does provide relief from time to time.
- **No maximum:** there will be no maximum amount that can be paid in a year, reflecting the fact that pensions and lump sums will be taxed in the same way. RBLs do not apply from 1 July 2007.
- **But a maximum for transition to retirement pensions:** pensioners being paid a transition to retirement pension will only be able to be paid a maximum of 10% of the capital per annum.
- **Transfer on death:** on death, the pension may only be transferred to a Pension Dependant or cashed as a lump sum to the pensioner's dependants or estate.

### ***Existing pensions***

If this PDS is being provided as a consequence of an update to the fund's existing deed, and the fund is presently paying you a pension, then:

- the pension will be deemed to meet the current rules provided that it was commenced before 20 September 2007 in accordance with the rules that applied at that time;
- if the pension is a complying pension (such as a life pension) then it will only be able to be terminated pursuant to the rules as they were in force before 1 July 2007; and
- if the pension is an allocated pension then it may be transferred to an 'account-based' pension without having to first be commuted.

### ***Social Security Eligibility***

Your eligibility for a government age pension is means tested.

The assets test reduces the amount of any aged pension payments to which a member may be eligible by \$1.50 per fortnight for every \$1,000 of the member's assets. This will

give you a part pension, which will reduce to zero once your assets reach the amount set out in the current asset tables specified by the Government. The current asset tables are available [here](#).

***Income benefits where you may not have retired but you have reached your preservation age.***

In some circumstances, you may be able to be paid a pension before you actually retire but after you have reached your preservation age. In the fund's deed these are referred to as 'Transition to retirement pensions'.

**2.1 Transition to retirement pensions**

Once you reach your preservation age you may still be restricted from accessing your superannuation benefits (because, for instance, you may not have retired). However, once you reach your preservation age you may access a non-commutable pension, or what the fund's deed refers to as a transition to retirement pension.

So you may receive an 'account-based' pension as a 'transition to retirement pension', but additional restrictions apply if you want to commute (or cash out) that pension. Essentially the transition to retirement pensions are 'non-commutable' but there are some very limited exceptions. If you are interested in a transition to retirement pension, you should discuss this in detail with the trustee before requesting the payment of such a pension.

**3 Taxation of benefits**

**3.1 Seek advice**

This section is general only. You must seek professional advice concerning your own circumstances and how tax will impact on your participation in the fund and on amounts payable to you.

**3.2 Benefits paid to you**

Superannuation benefits paid to persons **aged less than 60** are taxed as follows:

- **Lump sum benefits** have two components: an exempt component and a taxed component. The exempt component is tax free (it includes amounts such as pre-1983 contributions and undeducted contributions). The taxed component is tax free up to a low rate threshold (initially in 2008-2009 \$145,000, in 2010-2011 \$160,000, in 2011-2012 \$165,000, in 2012-2013 \$175,000). After that threshold, it is taxed at 16.5% (incl Medicare levy) — except where the recipient is aged less than 55, in which case the whole taxed component is taxed at 21.5% (incl Medicare levy).
- **Pension benefits** are taxed in a similar manner to lump sums at the moment, though overall tax can be less in some circumstances. Once the recipient turns 60, the pension is tax free.
- **Proportional drawdown:** In both cases, payments are deemed to include both exempt and taxable components, paid in proportion to the amount these components constitute of the recipient's total benefit.

### 3.3 Death benefits

Benefits paid in the event of your death are taxed as follows:

- **Lump sum benefits** to a member's dependant are tax free, as long as they are also a death benefits dependant as defined in section 302-195 of the ITAA97. Lump sum benefits paid to a dependant (who is not a death benefits dependant for ITAA97 purposes) have the taxable component taxed at 16.5% (incl Medicare levy).
- **Reversionary pensions** are taxed according to the age of the primary and reversionary beneficiaries. If the primary beneficiary was aged 60 or over at the time of death, then the payments to the reversionary will be tax free. If the primary beneficiary was aged less than 60, then the payments will be taxed at the reversionary beneficiary's marginal tax rate until the reversionary turns 60 (then it will be tax-free). However, a reversionary pension will only be payable to a Pension Dependant. Also a pension paid to a Pension Dependant who is a child will have to be cashed to a lump sum when the child turns 25 (unless they're permanently disabled).
- Pensions can only revert to a Pension Dependant: simply being a dependant is not sufficient. Therefore, these benefits must be paid as a lump sum to a dependant or the member's estate.

## Information about risks associated with the fund

### 4 Details of risks: General

The assets of the fund must be invested in accordance with an appropriate investment strategy as devised by the trustee. Although the trustee decides on an investment strategy aimed at increasing the value of the fund's assets, this value can be reduced by movements in the underlying value of the fund's assets, for instances movement in share or property prices. This may mean the value of the assets held in the fund for your benefit, or to pay you a pension, may be reduced. Indeed, if the performance of the fund's assets is very poor, the value of the assets held in the fund for your benefit, or to pay you a pension, may be less than the value of the contributions made to the fund on your behalf. Poor investment performance may also affect the trustee's capacity to make payments to you or to sustain the level of payments made to you. More information about risks associated with the fund borrowing in order to invest are set out under "Investment of fund assets" at paragraph 10 below.

If you choose to receive a pension then the amounts you receive are calculated by reference to the value of the assets in the fund. Therefore, if the value of the assets decreases, there may be a corresponding decrease in benefit or pension amounts payable to you and you effectively bear the risk associated with potentially poor investment performance of those assets. Broadly speaking, 100% of the amount used to fund the pension will be taken into account for the aged pension means test.

Finally, if a benefit payable to you is commuted so that the trustee may purchase:

- an annuity from a third party (such as a life assurance company), then you will have a regular income stream and the associated risk will be born by the third party; or

- an 'account-based' pension from a third party (such as a life assurance company), then the situation is the same as for an 'account-based' pension from the trustee and you effectively bear the risk associated with the variations in the value of the assets which fund the pension.

## **5 Regulatory Risk**

The fund is a self-managed superannuation fund regulated by the ATO. As a member, you will also have to be a trustee, or a director of the corporate trustee. These persons are responsible for ensuring the fund complies with all relevant superannuation laws, as enforced by the ATO.

Serious consequences flow if the fund is operated in a manner inconsistent with these rules. The consequences include prosecution by the ATO or a determination by the ATO that the fund is non-complying, with the result that the concessional tax treatment of the fund ends.

You must ensure that you are familiar with, and understand these rules. If you are not confident of this, then you should seek professional advice as to whether you will be in a position to comply with these obligations on joining the fund as a member.

## **Information about amounts paid to the fund for or by you**

### **6 Contributions**

If you have an employer, who is an Employer-Sponsor or a Participating Employer of the fund, then they must contribute a certain portion of your income to the fund. In this situation, contributions made personally by you are unlikely to be deductible for taxation purposes although if you are on a smaller wage, you may be entitled to a co-contribution from the Federal Government (that is, the Government will match your payments to set units in certain circumstances which are described generally under "Superannuation co-contributions" below).

If you are unemployed or self-employed, then you may make contributions to the fund yourself. These contributions are deductible for tax purposes, subject to the caps discussed immediately below.

Alternatively you may make contributions, or another person may make contributions on your behalf.

#### **Superannuation co-contributions**

You will be eligible to receive a co-contribution from the Federal Government if you satisfy the following criteria:

- you make a personal super contribution by 30 June of a financial year;
- your total income is less than the prescribed amount (\$61,920 for the 2011-2012 financial year). The Government has announced that it will freeze this amount for the 2012 to 2013 financial year– for updates on this announcement see the ATO's Updates [here](#));
- 10% of your income is from employment sources, such as an employer or running your own business;
- you are 71 years or younger; and
- you lodge your income tax return.

If you are eligible, the Federal Government will match the value of your personal super contributions up to certain thresholds, which can be found [here](#).

**Tax on concessional contributions:** A tax of 15% applies to superannuation contributions by individuals who receive an annual income up to \$300,000. From 1 July 2012, if an individual's income is \$300,000 or greater, the tax levied on their contributions is 30%. You should seek advice concerning what amounts are included in your income for the purposes of this assessment.

**Caps on concessional contributions:** This paragraph sets out the cap for the 2013-2014 financial year. You may make, or have made on your behalf, up to \$25,000 in concessional contributions (they used to be referred to as 'deductible contributions') in a year across all of your superannuation accounts. Concessional contributions are taxed at 15%. Members aged 50 years or over in the 5 years from 1 July 2007 (and who are eligible to contribute to super) may make, or have made on their behalf, up to \$50,000 per annum in concessional contributions for the 2009-2010, 2010-2011 and 2011-2012 financial years. These concessional contributions are only available until 30 June 2012, after which date the figure will revert to \$25,000 for all taxpayers. From 1 July 2013, members aged 59 years or over as at 30 June 2013 (and who are eligible to contribute to super) may make, or have made on their behalf, up to \$35,000 per annum in concessional contributions. From 1 July 2014, members aged 49 years or over as at 30 June 2014 (and who are eligible to contribute to super) may make, or have made on their behalf, up to \$35,000 in concessional contributions. Generally, concessional contributions can only be made by employers or persons who are self-employed.

From 1 July 2013, members who exceed their concessional contributions cap will be able to withdraw any excess concessional contributions from the fund and have the excess amount taxed at the member's marginal tax rate (plus an interest charge for the late payment of income tax).

**Caps on non-concessional contributions:** This paragraph sets out the cap for the 2012-2013 financial year and the cap may then be indexed from year to year (you will need to check this at the relevant time). You are entitled to make up to \$150,000 in non-concessional contributions (they used to be referred to as 'non-deductible contributions' and are contributions that are made from money on which you have already paid applicable income tax) in a year across all of your superannuation accounts.

In addition, if you are under 65 and eligible to contribute to super, then you may bring forward two years of contributions and contribute \$450,000 of non-concessional contributions in one year, and not make any contributions for the following two years.

### **Contributions-splitting**

Spouses may split superannuation contributions between them. Contributions-splitting allows members to ask the trustee to transfer certain contributions made after 1 January 2006 (**Splittable contributions**) made in respect of the member to the superannuation fund, or account of that member's spouse.

The contributions splitting applications must be lodged with the fund by 30 June in the financial year.

At present, the split can only take place in respect of splittable contributions made in the previous financial year.

## **Information about amounts deducted from the fund**

## **7 Debits from your Accumulation and Pension Accounts**

The trustee can make deductions from your Accumulation or Pension Accounts to, for example, meet the fund's expenses, to pay taxes (or to set aside for anticipated taxes), to pay for an insurance policy or Annuity premiums or to pay an amount from your Pension Account to your Accumulation Account or vice versa.

## **8 Other application of income**

The trustee also:

- maintains an income account: This is a general account of the fund and does not relate to a specific member. Amounts such as the income and profits of the fund or proceeds of insurance policies (which the trustee decides not to pay to a member or beneficiary) are paid into this account. From this income account the trustee can make payments to your Accumulation Account, but it may also make deductions from the income account to:
  - pay the expenses of the fund;
  - pay taxes due and payable, or likely to become due and payable;
  - pay costs of insurance policies;
  - meet losses suffered on disposal of an asset of the fund and so on.
- may maintain an Equalisation Account: This is also a general account of the fund. The trustee may decide to pay amounts into this account to:
  - smooth the investment earnings of the fund (that is, to even out years of good growth and performance with years of poor growth and performance);
  - provide for tax liabilities;
  - pay fund expenses;
  - otherwise provide for contingencies of the fund.

The trustee is not permitted to charge fees in relation to the services it provides to the fund.

## **Other significant information about the fund**

### **9 Preservation Age**

Set out below are the Preservation Ages relevant to members of the fund:

- for a person born before 1 July 1960 – 55 years
- for a person born during the year 1 July 1960 to 30 June 1961 – 56 years
- for a person born during the year 1 July 1961 to 30 June 1962 – 57 years
- for a person born during the year 1 July 1962 to 30 June 1963 – 58 years
- for a person born during the year 1 July 1963 to 30 June 1964 – 59 years
- for a person born after 30 June 1964 – 60 years.

### **10 Investment of fund assets**

The trustee is permitted to make a wide range of investments provided that they accord with the trustee's investment strategy. The trustee is required to establish an investment strategy or strategies, outlining how the assets of the fund will be invested. The trustee

can alter the strategy or strategies provided they remain appropriate. If the trustee offers more than one strategy, you may choose the appropriate strategy but you cannot choose the investments the trustee is to make within the strategy.

The trustee cannot loan money from the fund to a member or a member's relative.

The trustee may borrow money to make any investment — but only in restricted circumstances. In such cases:

- the only fund asset that may be used as security for the borrowing is the asset that the fund is acquiring with the borrowed money;
- the asset acquired must be an asset which the fund could ordinarily and lawfully acquire (for example, the fund is prohibited from acquiring assets which do not satisfy the sole purpose test in section 62 of the SIS Act – this stays the same even though the fund is borrowing to acquire the asset);
- the terms on which the asset is acquired must meet strict requirements set out in superannuation law.

The risks associated with any investment (as described generally under "Details of risks: General" at paragraph 4 above) increase when made using borrowed money. You should always obtain professional advice before making any such investment.

## **11 Valuation of fund assets**

The Trustee will ensure that the fund's assets are valued at their market value. Market value has the same meaning as in the SIS Act.

## **12 Taxation**

### **12.1 Income of the fund**

For tax purposes, the fund's income is divided into 2 components:

- Special Component: which includes the fund's special income (income such as private company distributions, non arms-length income, trust distributions), reduced by tax deductions relating to that special income.
- Standard Component: which is the total of all fund income, less the Special Component.

The Standard Component is taxed at the concessional rate of 15% in the hands of the trustee. The Special Component is taxed at the rate of 45%.

### **12.2 Pension earnings**

Generally, while you are alive the fund will not have to pay income tax on income or capital gains attributable to the assets in your pension account.

### **12.3 Contributions**

Contributions to the fund (made by your employer, yourself, your spouse, etc) are generally treated as contributions of capital and will not be included in the fund's Income. However, if the person making a contribution is entitled to a tax deduction in relation to that contribution, then the contribution will usually be treated as fund Income and will be taxed as outlined in paragraph 12.1 above.

Information about the deductibility of contributions is in paragraph 6 above.



#### 12.4 Surcharge on High Income Earners

With effect from 1 July 2005 the superannuation contributions surcharge was abolished in respect of all contributions made **on or after 1 July 2005**. However it still applies to contributions made before that date. From 1 July 2012 individuals with income of \$300,000 or more will be subject to a contributions tax of 30% on concessional contributions made to superannuation. You should seek advice concerning what amounts are included in your income for the purposes of this assessment.

#### 12.5 Low Income Spouse Rebate

If a person makes a contribution on behalf of a member who is their low income (or no income) spouse, the person making the contribution may be entitled to a tax rebate.

<b>Spouse's Assessable Income (AI)</b>	<b>Maximum Rebatable Contributions (MRC)</b>	<b>Maximum Rebate (18% of the lesser of)</b>
\$0 - \$10,800	\$3,000	MRC or actual contributions
\$10,801 to \$13,799	\$3,000 – (AI - \$10,800)	MRC or actual contributions
\$13,800	\$0	\$0

For example, if the spouse's assessable income is \$5,000, the maximum amount of contributions which are rebatable is \$3,000. If actual contributions were \$2,700, then the rebate would be  $18\% \times \$2,700 = \$486$ .

The current low-income spouse rebate figures, and other key superannuation rates, can be confirmed at:

<http://www.ato.gov.au/super/content.asp?doc=/content/60489.htm&mnu=26961&mfp=001/006>; and

<http://www.ato.gov.au/individuals/content.asp?doc=/content/19144.htm>.

### **13 Insurance**

As part of its investment strategy, the trustee will consider whether to hold a contract of insurance that provides insurance cover for one or more members of the fund.

### **14 The fund deed**

The fund deed is written in plain English. Provisions that are not relevant to the particular fund of which you are a member have been excluded. For example, if individuals are trustees of the fund, then all provisions relevant to a company being a trustee of the fund have been removed. Therefore, if a company is later appointed as trustee, the fund deed will have to be varied to include the relevant provisions.

You should read the trust deed and seek professional advice if you do not understand it.

### **15 Other considerations concerning investments made by the fund**

The trustee is required to inform you of whether labour standards or environmental, social or ethical considerations are, or will be, taken into account when the trustee selects, retains or realises an investment. At this stage, the trustee does not take any such considerations into account. However, the trustee is obviously free to incorporate this into its investment strategy if it sees fit.

### **16 Contacting the trustee for additional information**

If at any time you require further information including information concerning the fund, the fund deed, the fund's performance or your rights as a member, you can contact the trustee using the contact details at the beginning of this PDS.

# Product Disclosure Statement – Schedule 1

## Definitions

Where a term is capitalised in this PDS, the meaning is either explained below or is explained in the trust deed:

**Accumulation Account** means the account established for you by the trustee. Each member of the fund has an Accumulation Account, into which are paid that member's contributions or contributions made on behalf of that member, as well as other amounts specific to that member (such as the proceeds of an insurance policy taken out by the trustee for your benefit).

**Annuity** means what it means under superannuation law. Essentially, it refers to a financial product which is purchased by providing a lump sum (capital) to the financial product supplier who undertakes to pay you an income for a specified time. Unlike a pension, the capital disappears when you purchase the annuity and you receive a contractual right to receive income.

**Commute** has the same meaning as under superannuation law. Generally, it refers to when a right to receive a **regular payment** (like pension or annuity payments) is converted into the right to receive a **lump sum payment**.

**Dependant** – in relation to a member, former member or beneficiary (the 'primary person'), means each of the following:

- the spouse or widow or widower of that primary person.
- any child of that primary person, including a person who, in the trustee's opinion, is or was actually maintained by the primary person as the child of the primary person.
- any person with whom the primary person has an interdependency relationship.
- any other person who, in the trustee's opinion, was substantially dependent on the primary person at the relevant time.

**Pension** refers to a financial product which is purchased by providing a lump sum (capital) to the financial product supplier, who invests the lump sum, manages that investment, and pays you a regular income from the proceeds of those investments. As well as paying you the proceeds of the investments, the financial product supplier may include in your payments part of the initial capital you contributed.

**Pension Dependant** means a dependant of a member to whom a pension may be paid on the member's death, as defined by regulation 6.21(2A) of the SIS Regulations.

**Preservation Age** means what it means under superannuation law. Essentially it is the minimum age after which your benefit arising from a preserved payment may be paid to you. Those ages are set out in paragraph 9 above.

**Preserved Payment** means a payment made to the fund which is required to be preserved under superannuation law if the fund is to be a complying superannuation fund.

**Retirement** occurs:

- if you have reached a Preservation Age less than 60, and
  - an arrangement under which you were gainfully employed comes to an end; and

- the trustee is reasonably satisfied that you never intend to become gainfully employed (either full time or part time); or
- if you have reached age 60 and an arrangement under which you were gainfully employed has come to an end and either of the following circumstances apply;
  - you have attained that age on or before ending employment; or
  - the trustee is reasonably satisfied that you never intend to become gainfully employed (either full time or part time).

**Superannuation Contributions Surcharge** means an amount which you may be liable to pay if your taxable income is greater than the relevant superannuation surcharge level for a year of income.

## Schedule 7 to this deed

### Death Benefit Agreement – JM Browne Superannuation Fund (Fund)

- 1 This Agreement, executed as a deed, is between the Fund's trustee listed below and the Fund's member listed below.
- 2 This Agreement is an addition to the "Superannuation Trust Deed for a Self-Managed Fund" for the Fund (**Deed**). It has effect in the way described in Part H of that Deed. This Agreement is not a binding death benefit notice given in accordance with regulation 6.17A of the *Superannuation Industry (Supervision) Regulations*. Therefore:
- 2.1 it continues in force until amended or terminated; and
- 2.2 it does not end after 3 years as binding death benefit notices are required to do by the law.
- 3 On execution, this Agreement forms part of the Deed.
- 4 The member directs the trustee that, on the member's death, the persons named in the following table are to receive the proportion specified in that table of any benefit that is payable:

Person	Relationship to member	Proportion of death benefit
[Insert beneficiary's name]	[Insert beneficiary's relationship to member]	[Insert proportion of the death benefit to be paid to this person] %
[Add rows to table as required]		
Total (which must total to 100%)		100%

- 5 The trustee consents to acting on this direction as evidenced by it executing this Agreement.
- 6 If compliance with superannuation law prevents any part of the benefit being paid to the named person, then that part of the benefit will be dealt with under Part H of the Deed.
- 7 The parties agree that:
- 7.1 the member may terminate this Agreement by serving a notice terminating the Agreement on the trustee;
- 7.2 this Agreement may be replaced by the trustee and the member executing a later death benefit agreement at which time this Agreement terminates; and
- 7.3 this Agreement is not terminated, varied or otherwise affected by any variation to the Fund's Deed from time to time, unless the trustee and the member expressly agree to the contrary.

**[If the Fund's trustee is a company:**

- 8 The details of the trustee are:
- 8.1 Trustee Company Name: .....
  - 8.2 Trustee ACN: .....
  - 8.3 Trustee Address: .....
- .....

- 9 The member is:
- 9.1 Member's name and address: .....
- .....
- .....

***[If the Fund's trustees are individuals:***

- 10 The trustees are:
- 10.1 Trustee 1 Name and address: .....
- .....
- 10.2 Trustee 2 Name and address: .....
- .....
- 10.3 Trustee 3 Name and address: .....
- .....
- 10.4 Trustee 4 Name and address: .....
- .....

- 11 The member is:
- 11.1 Member's name and address: .....
- .....
- .....

**Executed by the parties as a deed:**

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

Signed sealed and delivered by  
[Insert name of member making death benefit  
arrangements]  
in the capacity of member in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of member

\_\_\_\_\_  
Name of witness (please print)

**[If the Fund's trustee is a company and signs under common seal, then it uses this sort of signing clause: ]**

The common seal of [Insert company name]  
ACN [Insert ACM]  
in its capacity as trustee, was affixed in  
accordance with section 127(2) of the  
Corporations Act 2001 (Cwth) in the presence  
of:

\_\_\_\_\_  
Signature of director/Sole director and sole  
company secretary

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director/Sole director and sole  
company secretary (please print)

\_\_\_\_\_  
Name of director/secretary (please print)

**[If the Fund's trustee is a company then use this sort of signing clause: ]**

Executed by  
[Insert company name]  
ACN [Insert ACM] in its capacity as trustee, in  
accordance with section 127(1) of the  
Corporations Act 2001 (Cwth):

\_\_\_\_\_

\_\_\_\_\_  
Signature of director/Sole director and sole  
company secretary

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director/Sole director and sole  
company secretary (please print)

\_\_\_\_\_  
Name of director/secretary (please print)

**[If the Fund's trustees are individuals, then each of them needs one of these signing clauses]**

Signed sealed and delivered by  
[Insert trustee's name]  
in the capacity of trustee in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of trustee

\_\_\_\_\_  
Name of witness (please print)

**First Notice: The types of death benefit arrangements and the order in which they take effect**

The Fund's Deed allows three types of death benefit payment arrangements. They, and the order in which they take effect, are as follows:

- **death benefit agreement** — which binds the trustee and which does not expire, see clauses 97 and 98;
- **binding death benefit notices or binding nomination forms** — which bind the trustee but which expire after 3 years or earlier if replaced or revoked; and
- **non-binding nomination forms** — which do not bind the trustee but which do not expire until replaced or revoked.

**Death benefit agreements take priority over binding death benefit notices and non-binding nomination forms.**



## What you need to consider

When you, as a member, are considering signing a binding death benefit notice or a non-binding nomination form it is important to consider that:

- a death benefit agreement *takes priority* over any binding death benefit notice or any non-binding nomination form;
- to the extent permitted by superannuation law, the trustee must pay or apply the relevant benefit in accordance with the death benefit agreement. Therefore if you sign a binding death benefit notice or a non-binding nomination form, then they will have no effect on any earlier or later death benefit agreement that you sign; and
- if any part of a death benefit agreement is invalid, then the trustee (as required by the Fund's deed) will pay or apply the "invalid" part of the death benefit in accordance with any binding death benefit notice, or by reference to any non-binding nomination form, you have signed.

### **Second Notice: Consistency of death benefit arrangements with pension terms**

It is important to consider how any death benefit nomination or death benefit agreement interacts with the arrangements for payment of a pension to a reversionary beneficiary. The terms of the pension, and the terms of the death benefit nomination or death benefit agreement should be considered together.

For instance, if the pension terms require an automatic reversionary pension, then the death benefit nomination or death benefit agreement has no effect in relation to that pension. If the member wants to ensure all these arrangements – under pension terms, a death benefit nomination or death benefit agreement – are consistent, or to deliberately vary from one to the other, then careful drafting is required and the member should seek professional advice.

## Superannuation Trust Deed Definitions

**Annuity** means what it means under superannuation law.

**Approved benefit arrangement** means an arrangement into which or from which assets of the fund can be transferred without a breach of superannuation law. It includes a roll over fund, a complying superannuation fund, an approved deposit fund and an annuity arrangement.

**Approved deposit fund** means a fund which is a complying ADF under the Tax Act.

**Amount standing to the credit** in relation to an accumulation account, includes an amount the trustee decides to pay to that account from the equalisation account (if any).

**Assets** means the cash, investments and other property of the fund held by the trustee (or by a nominee or custodian for the trustee) on the trusts established by or under this deed, including:

- any amount standing to the credit of the fund on or after the date when this deed commences.
- contributions made by a member.
- contributions made by an employer.
- contributions allowed by this deed that are superannuation lawfully made by another person.
- interest, dividends, distributions, profits and other benefits of any kind arising from investments and accumulation of income.
- the proceeds of any annuity or insurance policy effected by the trustee.
- the value of any annuity or insurance policy effected by the trustee.
- money, investments and other property received by the trustee as a roll over payment.
- shortfall components and financial assistance received by the trustee.

**ATO release authority** means a written authority given by the Commissioner of Taxation to the trustee to release funds in accordance with section 292-410 of the Tax Act.

**Beneficiary** means a person immediately and absolutely entitled to a benefit under this deed in respect of a member. It does not include a member except where that member is immediately and absolutely entitled to a benefit under this deed in respect of another member.

**Benefit** means an amount payable out of the fund to or in respect of a member or beneficiary.

**Benefit entitlement** means an amount in the fund which may become payable to a member, dependant or beneficiary, but to which that person has not become absolutely entitled. It includes a contingent right to payment.

**Binding death benefit notice** means a notice given by a member or beneficiary to the trustee in accordance with regulation 6.17A of the SIS Regulations and with this deed.

**Business day** means Monday to Friday excluding public holidays in the state or territory identified in clause 197.

**Business hours** means between 9:00 am and 5:00 pm on a business day.

**Cash** means what it means under superannuation law.

**Complying superannuation fund** means a complying superannuation fund under superannuation law.

**Contributions** means gross contributions made to the fund before tax in accordance with this deed.

**Corporation** means a constitutional corporation under superannuation law.

**Death Benefit Agreement** means all, or that part of, an agreement (in the form set out in Schedule 7 to this deed) describing the trustee's obligations concerning the payment of benefits on a member's death which:

- directs the trustee to pay the benefits to a person to whom those benefits may be paid in accordance with superannuation law;
- has been executed by the trustee and the member; and
- has not later been:
  - terminated by the member; or
  - replaced by a separate death benefit agreement with the agreement of the trustee and the member.

**Dependant**, in relation to a member, former member or beneficiary (the 'primary person'), means each of the following:

- the spouse or widow or widower of that primary person.
- any child of that primary person, including a person who, in the trustee's opinion, is or was actually maintained by the primary person as the child of the primary person.
- any person with whom the primary person has an interdependency relationship.
- any other person who, in the trustee's opinion, was substantially dependent on the primary person at the relevant time.

**Doctor** means a registered medical practitioner.

**Eligible roll over fund** means what it means in Part 24 of the SIS Act.

**Employee** means a person who is an eligible person under superannuation law for the purpose of an employer making contributions in order to avoid a liability for the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992*.

**Employer** means what it means under superannuation law and includes a participating employer.

**Employment relationship** – an employment relationship exists between 2 persons if any of the following applies:

- one person is an employee of the other within the ordinary meaning of that term, or within the meaning of section 15A of the SIS Act, or is taken to be an employee under superannuation law.
- one person is the trustee of a trust of which the other person, or a relative of the other person, is a beneficiary.
- one person is a member of a partnership in which the other person, or a relative of the other person, is either a partner or a director of a body corporate that is a partner.
- one person is a member of a partnership in which the other person, or a relative of the other person, is a beneficiary of a trust, the trustee of which is a partner.

However, an employment relationship does not exist between 2 persons if superannuation law has the contrary effect.

**Excess contributions** means contributions by or on behalf of a fund member which exceed the annual cap amounts for concessional contributions and non-concessional contributions as defined in sections 292-20 and 292-85 respectively of the Tax Act.

**Expenses of the fund** means the expenses for which the trustee is entitled to be reimbursed under this deed.

**Family Law Act** means the *Family Law Act 1975* (Cth).

**Fund earning rate** means the positive or negative earning rate the trustee determines after taking account of any provision or reserve for future contingencies.

**Fund year** means the 12 month period ending on 30 June or a substitute date decided on by the trustee. At the beginning of the trust, and at the end of the trust, it means the lesser period ending on that date, or commencing on the following day.

**Gainful employment** means what it means under superannuation law. It includes gainful employment on a full-time basis and gainful employment on a part-time basis.

**Insurance policy** means an insurance policy effected on the life of the member or a beneficiary of the member or in respect of the member's or beneficiary's illness, accident or disablement.

**Interdependency relationship** has the same meaning as in the SIS Act.

**Levy** means a levy payable by the fund under superannuation law.

**Life expectancy** means the period which a person is expected to live in addition to their age, calculated in accordance with the life expectancy table published by the Australian Government Actuary.

**Market value** has the same meaning as in the SIS Act.

**Member release authority** means a written authority given by a member to the trustee to release funds in accordance with section 292-410 of the Tax Act.

**Nominated dependant** means a person nominated (except in a death benefit notice) by a member as his or her 'nominated dependant'. The nomination must, in the trustee's opinion, be in accordance with superannuation law.

**Non-binding nomination form** means a notice given by a member or beneficiary to the trustee in the form set out in Part 2 of Schedule 2, but which does not meet the requirements of regulation 6.17A of the SIS Regulations.

**Non-member spouse** means a person who is:

- a spouse or former spouse of a member; or
- a Non-Member Spouse within the meaning of that term under Part VIII B of the Family Law Act.

**Non-preserved amount** means an amount (including a roll over payment) that is payable to or in respect of a member that is not subject to cashing restrictions under superannuation law at the time of payment.

**Normal retirement age** means 65, or a substitute age that is at least 55 (or, if the trustee is not a corporation, 60) that is accepted or required by superannuation law and is agreed by the trustee.

**Participating employer** means an employer the trustee admits as a participating employer under clause 47 including the participating employer specified in schedule 1.

**Payment flag** means an agreement or court order referred to in clause 132.

**Payment split** means a payment split under Part VIIIB of the Family Law Act.

**Pension account** means a pension account established under clause 87.

**Pension age** means what it means under superannuation law.

**Pension dependant** means a dependant of a member to whom a pension may be paid on the member's death, as defined by r6.21(2A) of the SIS Regulations.

**Preservation age** means what it means under superannuation law.

**Preserved payment** means a payment made to the fund which is required to be preserved under superannuation law if the fund is to be a complying superannuation fund.

**Preserved payment benefit** means a benefit arising from a preserved payment.

**Regulator** means the particular Commonwealth body responsible for the administration of the relevant aspect of superannuation. It may be the Regulator of Taxation, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission or some other body.

**Relative** for the purpose of the definition of 'employment relationship' and for the purpose of eligibility to be a director of the trustee, means each of the following in respect of a person:

- a parent, grandparent, child, grandchild, sibling, uncle, aunt, great aunt, great uncle, nephew, niece, first cousin or second cousin of the person;
- another person who has any such relationship to the person by reason of adoption or re-marriage;
- the spouse or former spouse of the person or of any of the persons listed in the previous bullet points.

For any other purpose, means each of the following in respect of a person:

- the parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child of the person or of the spouse of the person;
- the spouse of the person or of any person listed in the previous bullet point.

**Retires** in relation to employment, means retirement for the purpose of the payment of benefits under superannuation law.

**Reversionary beneficiary** means an eligible dependant for the purpose of superannuation law, including a Pension Dependand, nominated by a pensioner at the commencement of the pension as his or her residuary beneficiary.

**Roll over payment** includes a transitional employment termination payment made or received by the trustee in accordance with superannuation law and an eligible benefit payment rolled out of or in to a complying superannuation fund.

**Securities** includes fully paid and partly paid shares, fully paid and partly paid stocks, debentures, notes, bonds, mortgages, options and other similar securities. Neither security nor registration is required.

**Self managed superannuation fund** means what it means under the SIS Act.

**Shortfall component** means what it means in section 64 of the *Superannuation Guarantee (Administration) Act* 1992 and regulations made under that Act.

**SIS Act** means the *Superannuation Industry (Supervision) Act* 1993, as amended from time to time.

**SIS Regulations** means the *Superannuation Industry (Supervision) Regulations* 1994, as amended from time to time.

**Spouse** means a person legally married to the member at any time; and a person who is not legally married to the member, but who, in the trustee's opinion, lives or lived with the member on a bona fide domestic basis as the partner of that member.

If there are 2 or more persons who are spouses within this definition, 'spouse' means that person or those persons whom the trustee decides to treat as the spouse or spouses.

**Superannuation law** means any law of the Commonwealth of Australia including the *Corporations Act* 2001 and the *Social Security Act* 1991, which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the fund by the Commissioner of Taxation, the Australian Taxation Office, APRA, ASIC or any other body that has responsibility in connection with the regulation of superannuation. It includes changes to any superannuation law after the date of this deed. It also includes any proposed law or lawful requirement that the trustee believes may have retrospective effect.

**Tax** includes any form of taxation, surcharge, levy, duty or other government charge that the trustee is required to pay out of the fund, or a member, former member or beneficiary is required to pay.

**Tax Act** means the *Income Tax Assessment Act* 1936 or the *Income Tax Assessment Act* 1997, as appropriate, and the regulations made under the relevant Act.

**Taxation** includes any tax, charge duty or levy of any type paid or payable by the trustee, or by a member, former member or beneficiary, in relation to any part of the fund.

**Temporary total disablement** means what it means in the relevant policy effected by the trustee.

If there is no such policy, it means total physical or mental disablement that is not total and permanent disablement that makes the relevant member incapable of continuing in the gainful employment that the member was in immediately before the incapacity.

**Total permanent disablement** means what it means in the relevant policy effected by the trustee.

If there is no such policy, it means such total physical or mental disablement that the trustee is reasonably satisfied that the relevant member is unlikely ever again to be able to engage in gainful employment for which the member is reasonably qualified by education, training or experience.

**Transition to retirement pension** means a transition to retirement income stream paid as a pension, as defined by r6.01(2) of the SIS Regulations.

**Transitional employment termination payment** means the same as it means in section 82-130 of the *Income Tax (Transitional Provisions) Act* 1997 (Cth).

**Unclaimed benefits** means benefits described as 'unclaimed money' under superannuation law.

**Unrestricted non-preserved benefit** means what it means under superannuation law.

**Withdrawal benefit** means the minimum benefit that must be paid to a member on withdrawal from the fund under superannuation law.

To the extent that a member's contributions have been applied towards an endowment or whole of life policy, the member's withdrawal benefit is the surrender value of that policy.



## Execution

Executed as a deed.

Dated: 30/04/2014

Executed by

Jenbro Super Pty. Ltd. ACN 169311013, in its  
capacity as trustee, in accordance with  
section 127(1) of the *Corporations Act 2001*  
(Cwth):

Jennifer Browne

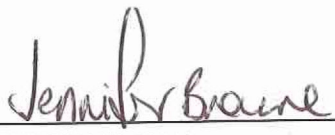
Jennifer Michelle Browne, sole director and  
sole company secretary



**Signed sealed and delivered**

by Jennifer Michelle Browne in the capacity of  
principal in the presence of:

  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Signature of individual

NOEL MANSUR  
\_\_\_\_\_  
Name of witness (please print)

# **Superannuation Trust Deed for a Self-Managed Fund**

for

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## **JM Browne Superannuation Fund**

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Mount Waverley VIC 3149  
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Fax: 03 9888 3305  
[info@eclipsesuper.com.au](mailto:info@eclipsesuper.com.au)

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## Overview

For the convenience of users, this superannuation trust deed is written in plain language. It contains only those clauses that are appropriate for the particular form of self-managed superannuation fund that you have chosen. *It is not suitable for any other form of fund.*

If you decide to change the trustees of the fund, for example, replace individual trustees with a corporate trustee or replace a corporate trustee with individual trustees, you will have to use the Cleardocs system to create a replacement deed that incorporates the necessary clauses for the new form of fund.

*You cannot change the form of the fund in any other way.*



## **A Establishment of the fund**

### **The establishment of the fund**

- 1 The person named in Schedule 1 as the 'person establishing the fund' establishes the JM Browne Superannuation Fund as a self-managed superannuation fund under the SIS Act. It is an indefinitely continuing superannuation fund.

### **Purpose of the fund**

- 2 The sole or primary purpose of the fund is to provide old age pensions and other benefits to members on their retirement.

### **Trustee of the fund**

- 3 The initial trustee is named in Schedule 1 of this deed. The trustee accepts the appointment. The fund is vested in the trustee. No other person (including a member) has any legal or beneficial interest in any asset of the fund except to the extent expressly stated elsewhere in this deed. The trustee must manage the fund in accordance with this deed.

### **Method of decision by trustee under this deed**

- 4 The trustee may only make decisions under this deed in the manner set out in the trustee's constitution.

### **Deed subject to superannuation law**

- 5 This deed is to be interpreted so as to comply with superannuation law. In particular, it is to be construed so that the fund it establishes qualifies as a self managed superannuation fund under superannuation law and so that it qualifies for, and payments from it qualify for, concessional tax treatment under the Tax Act. To the extent that anything in this deed is inconsistent with superannuation law, it is to be severed from the deed. Any obligation imposed by superannuation law in respect of the fund established by this deed that is not expressed in this deed is nonetheless to be regarded as incorporated in it by reference.

### **Trustee must comply with law**

- 6 The trustee must not do or fail to do anything as trustee of the fund that would result in either of the following:
  - a breach of law, including superannuation law; or
  - the fund ceasing to qualify as a self managed superannuation fund under superannuation law or to qualify for, or for payments made from the fund to qualify for, concessional tax treatment under the Tax Act.

## **B Membership**

### **Initial members of the fund**

- 7 The initial members of the fund are named in Schedule 1. Each of them has completed and signed the 'Application to become a Member' in a form that is equivalent to the form set out in Schedule 2.

### **Trustee may appoint additional members**

- 8 The trustee may appoint a person as an additional member of the fund if he or she has completed and signed an 'Application to become a Member' in a form that is equivalent to the form for initial members set out in Schedule 2, or on another form approved by the trustee.

The additional member must consent to doing all things necessary to become a director of the trustee of the fund upon appointment unless the additional member is unable to become a director of a trustee under superannuation law.

### **Beneficiaries as additional members**

- 9 Subject to clause 13, a person who is to receive a death benefit from the fund in the form of a pension becomes a member of the fund when:
- the trustee has accepted that person as an additional member; and
  - that person has received a pension payment from the fund.

### **Applicant to provide information to trustee**

- 10 On written request by the trustee, a member or applicant for membership of the fund must supply the trustee with information that the trustee thinks necessary for any purpose. This extends to submitting to a medical examination by a doctor who is acceptable to the trustee.
- 11 If a member fails to do so, the trustee may refuse to accept further contributions in respect of that member.
- 12 If an applicant fails to do so, the trustee may decline to accept the applicant as a member.

### **Conditions must be met**

- 13 Subject to clause 29, a person does not become an additional member of the fund, and the trustee must not accept a person as an additional member of the fund, unless each of the following conditions is met:
- the total number of members would be no more than 4;
  - the person is not disqualified from being a director of the trustee of the fund;
  - the person is not in an employment relationship with another member of the fund except another member who is also a relative of that person;
  - the trustee is satisfied that the person will become a director of the trustee of the fund on being accepted as a member of the fund.

### **Effect of becoming member**

- 14 An additional member becomes bound by this deed on being accepted as an additional member.

### **Date of commencement of membership of additional member**

- 15 An additional member's membership commences on the date the trustee specifies, when accepting the person as a member. If the trustee does not specify a date, then the additional member's membership commences on the date the trustee received his or her application or the date referred to in clause 9 (if applicable).

### **Date of additional member's commencement as trustee**

- 16 An additional member becomes director of the trustee of the fund on the date his or her membership commences provided that the trustee has done everything necessary to appoint the additional member as a director of the trustee.

### **Back-dating of membership**

- 17 With the trustee's consent, the relevant participating employer may back-date the commencement of an additional member's membership for any period the employer thinks fit. Unless the employer decides otherwise with the agreement of the trustee, that additional period will count as a period of membership.

### **Conditions on membership**

- 18 The trustee may impose any conditions the trustee thinks fit on the membership of an additional member and the additional member's rights and duties. The trustee may remove or vary any condition at any time.

### **Trustee must notify new member**

- 19 As soon as practicable after a person becomes a member of the fund (and not later than 3 months after the person becomes a member), the trustee must ensure that the member is given a product disclosure statement (in the form set out in Schedule 6, updated as required) which the superannuation law requires to be given to new members of the fund.

### **Trustee must disclose and report**

- 20 The trustee must ensure that members, former members and beneficiaries are provided with information in writing, or copies of accounts, records and documents of the fund, that the superannuation law requires them to be given.

### **Trustee must notify exiting member**

- 21 As soon as practicable after a person ceases to be a member of the fund, the trustee must ensure that that person (or his or her legal personal representative) is given a written statement of the information the superannuation law requires to be given to persons who cease to be members of the fund.

### **Limit on disclosure**

- 22 A dependant of a member is not entitled to any additional information relating to the operation or conduct of the fund which the trustee thinks it is inappropriate to disclose.

### **Members must inform trustee of change affecting fund compliance**

- 23 A member must immediately inform the trustee if the member becomes aware that either of the following may happen:
- the member may enter into an employment relationship with another member who is not also a relative of the member; or
  - the member may be disqualified from being a director of the trustee of the fund.

### **Members and trustee must ensure fund compliance**

- 24 A member and the trustee must ensure that the member ceases to be a member of the fund within 6 months after either of the following happens:
- the member enters into an employment relationship with another member who is not also a relative of the member; or
  - the member is disqualified from being a director of the trustee of the fund.

### **Trustee and members must rectify non-compliance**

- 25 If a member of the fund enters into an employment relationship with another member who is not also a relative of the member, or becomes disqualified from being a director of the trustee of the fund, the trustee and the members must do whatever is necessary to ensure that, within 6 months after the member entered into the employment relationship or became disqualified:
- no member of the fund is in an employment relationship with another member who is not also a relative of the member; and
  - no member of the fund is disqualified from being a director of the trustee of the fund.

### **Types of compliance arrangement**

- 26 The types of things that may be done to ensure compliance include each of the following:
- a member may request the member's benefits or entitlement in the fund to be paid in accordance with this deed or to be transferred or rolled over to an approved benefit arrangement under clause 151.
  - the trustee may transfer a member's benefits or entitlement in the fund to an eligible roll over fund under clause 152.

### **Ceasing to be a member**

- 27 A person ceases to be a member of the fund as soon as the first of the following happens:
- the person dies.

- the person ceases to be a director of the trustee of the fund.
- when payment of all the member's benefits is made to the member or to an approved benefit arrangement for the member.
- when benefits payable to or for the member cease to be payable.

When a person ceases to be a member of the fund, the person ceases to be a director of the trustee of the fund, if he or she has not already ceased to act in that role.

### **Exception to ceasing to be a member**

28 A person (**first person**) does not cease to be a member of the fund when the first person ceases to be a director of the trustee of the fund if:

- another person (**second person**) has been appointed to act as a director of the trustee of the fund in the place of the first person; and
- that second person is the first person's legal personal representative, while he or she holds an enduring power of attorney in respect of the first person or while the first person is under a legal disability.

### **Minor as a member**

29 A minor, being a person who is under 18 years of age, may be a member of the fund provided the superannuation law is complied with. In relation to a member who is a minor:

- the minor's parent or guardian must make the application for the minor to become a member in the form set out in Schedule 5 or in the form otherwise approved by the trustee;
- decisions in relation to the minor's membership must be made by the minor's parent or guardian until:
  - the minor turns 18; or
  - after the minor turns 16, the time at which the parent or guardian notifies the fund that the minor will be making decisions in relation to the minor's membership;
- when the minor turns 16, any parent or guardian acting as a director of a corporate trustee in place of the member, may continue acting in that role; and
- when the minor turns 18, the parent or guardian acting as a director of the trustee of the fund must do everything necessary to procure that the minor be appointed as a director of the trustee of the fund in place of them acting in that role.

## **C Accounts of the fund**

### **Trustee must establish certain types of account**

30 The trustee must establish:

- an accumulation account or a pension account, or a combination of both, in respect of each member or beneficiary for each class; and
- an income account.

### **Credits to accumulation accounts**

- 31 The trustee may credit (and in the case of clause 31.11, allot and credit) each of the following to the accumulation account of a member according to the class to which they are relevant:
- 31.1 Contributions made by a member.
  - 31.2 Contributions made in respect of the member or a beneficiary of that member by an employer.
  - 31.3 Other contributions allowed under this deed and superannuation law that are made in respect of the member.
  - 31.4 Positive earnings transferred from the income account.
  - 31.5 A shortfall component paid in respect of that member after any tax that is payable in relation to it has been deducted from it.
  - 31.6 An amount paid to the trustee as a transfer or roll over payment in respect of that member which the trustee thinks it appropriate to credit to the account.
  - 31.7 A forfeited amount allocated to the member or beneficiary under clause 126.
  - 31.8 An amount transferred from the pension account of a beneficiary of the member.
  - 31.9 The proceeds of an annuity or insurance policy effected by the trustee in respect of the member or a beneficiary of the member which the trustee thinks it appropriate to credit to the account.
  - 31.10 Financial assistance under part 23 of the SIS Act which the trustee thinks it appropriate to credit to the account.
  - 31.11 An amount deducted from the accumulation account of another member pursuant to a contributions-split request made by that other member and accepted by the trustee.
  - 31.12 Any other amount the trustee thinks it appropriate to credit to the account.

### **Debits to accumulation accounts**

- 32 The trustee may debit each of the following from the accumulation account of a member according to the class to which they are relevant:
- 32.1 The proportion that the trustee thinks appropriate of the expenses of the fund.
  - 32.2 The proportion that the trustee thinks appropriate of either of the following:
    - tax payable in respect of contributions or any shortfall component that are paid to the fund; or
    - any earnings of the fund credited to the accumulation account or arising as a result of a roll over payment.
  - 32.3 A payment of a benefit to or in respect of the member or a beneficiary of the member except a payment from a pension account.
  - 32.4 An amount paid out of the fund in respect of the member or a beneficiary of the member as a transfer or roll over payment.

- 32.5 The cost of any annuity or policy of insurance effected by the trustee in respect of the member or a beneficiary of the member; and the proportion that the trustee thinks equitable of any group policy effected by the trustee in respect of the member or beneficiary and another member or beneficiary.
- 32.6 The amount of a lien in respect of an indemnity exercised by the trustee in accordance with this deed.
- 32.7 An amount forfeited in accordance with this deed.
- 32.8 The proportion that the trustee thinks appropriate of any negative earnings of the fund determined in accordance with this deed.
- 32.9 An amount paid to indemnify the trustee in accordance with this deed.
- 32.10 An amount credited to the pension account of a beneficiary.
- 32.11 The proportion that the trustee thinks appropriate of a levy.
- 32.12 The amount of tax attributable to the member or a beneficiary of the member.
- 32.13 An amount to be allotted and credited to the accumulation account of another member pursuant to a contributions-split request made by the member whose accumulation account is to be debited and accepted by the trustee.
- 32.14 Any other amount the trustee thinks it appropriate to debit.

### **Contributions-split requests**

- 33 A member may ask the trustee (in a way that satisfies the requirements of superannuation law) that contributions made to the fund in respect of that member in the previous financial year be:
- 33.1 allotted to the accumulation account of that member's spouse; or
- 33.2 rolled-over or transferred to the trustee of an approved benefit arrangement of which that member's spouse has joined or is eligible to join.
- 34 The trustee must allot, roll-over or transfer the relevant contributions pursuant to a request received under clause 33 provided:
- The request satisfies the requirements of superannuation law.
  - The trustee is satisfied that the allotment, roll-over or transfer complies with superannuation law; and
  - The amount of the contributions that the trustee allots, rolls-over or transfers does not exceed the amount in the member's accumulation account, taking into account any amount that the trustee otherwise determines to debit from the member's accumulation account.

### **Credits to the income account**

- 35 The trustee may credit each of the following to the income account of the fund:
- 35.1 Income and profits of the fund.
- 35.2 Adjustment credits made in accordance with clause 38.

- 35.3 The proceeds of an insurance policy which the trustee decides not to credit to a member's or beneficiary's accumulation or pension account.
- 35.4 A surplus resulting from a valuation under clause 42.
- 35.5 Financial assistance received by the fund under part 23 of the SIS Act which the trustee decides not to credit to a member's or beneficiary's accumulation or pension account.

### **Debits to the income account**

- 36 The trustee may debit each of the following to the income account of the fund:
  - 36.1 The expenses of the fund, except those the trustee debits from a member's or beneficiary's accumulation or pension account.
  - 36.2 Tax payable or likely to become payable in respect of contributions, shortfall components, or income and profits of the fund, except tax the trustee debits from a member's or beneficiary's accumulation or pension account.
  - 36.3 Adjustment debits made in accordance with clause 38.
  - 36.4 The cost of an insurance policy which the trustee decides not to debit from a member's or beneficiary's accumulation or pension account.
  - 36.5 A deficiency resulting from a valuation under clause 42.
  - 36.6 The amount of a levy, except an amount the trustee debits from a member's or beneficiary's accumulation or pension account.
  - 36.7 Any loss on the disposal of an investment of the fund.

### **Tax on income**

- 37 The trustee must make provision for the payment of any tax payable in relation to the taxable income of the fund and must deduct any tax that is payable and that has not already been deducted from the income account or an accumulation or pension account.

### **Distribution from income account**

- 38 At the end of each fund year, the trustee must determine the fund earning rate. The trustee must allocate amounts from the income account to each accumulation or pension account in proportion to the amount standing to the credit of that account at the beginning of the relevant fund year. The trustee must make an appropriate adjustment for any amount credited or debited to the account since the beginning of that year.

### **Trustee may establish equalisation account**

- 39 The trustee may establish an equalisation account which the trustee may use for any of the following purposes:
  - 39.1 To give effect to the reserving strategy the trustee establishes to smooth the investment earnings of the fund.
  - 39.2 To increase the fund earning rate.
  - 39.3 To pay tax payable by the fund.



- 39.4 To pay the expenses of the fund.
- 39.5 To provide for any contingencies the trustee decides to provide for.
- 39.6 To provide an amount to or for a member, former member, pensioner, beneficiary, including adding to an accumulation or pension account, provided there is no breach of superannuation law.
- 39.7 To do anything else the trustee decides to do, provided there is no breach of trust or superannuation law.

### **Credits to equalisation account**

- 40 The trustee may credit the equalisation account with any of the following:
- the portion the trustee thinks fit of an amount paid into the fund as a transfer or roll over payment.
  - an amount transferred from the forfeiture account under clause 126.
  - an amount transferred from a pension account under clause 89.

### **Trustee may establish or maintain other accounts or reserves**

- 41 The trustee may establish or maintain any other account for or reserve of the fund that the trustee thinks necessary or desirable or that is required or permitted by superannuation law. The trustee may use such accounts or reserves for any purpose permitted by superannuation law and may credit or debit amounts from such accounts or reserves as the trustee sees fit.

### **Valuation of fund**

- 42 The trustee must value the assets of the fund at market value when superannuation law requires it and when the trustee thinks it appropriate to do so. The trustee may also determine whether there is a surplus or deficiency which it is equitable in the trustee's opinion to transfer to the income account.

### **Interim fund earning rate**

- 43 If the trustee is required to establish an interim fund earning rate, the trustee must do so in accordance with superannuation law on a basis the trustee believes to be equitable. If the Regulator or superannuation law requires it, the trustee must inform members of that basis.

## **D Contributions**

### **Member contributions**

- 44 With the trustee's consent, a member may make any contributions to the fund that the member decides to. With the member's and the participating employer's consent, contributions can be paid by deduction from wages or salary. In that case, the member's employer must pay them to the fund in the way the trustee directs.

## **Employer contributions**

45 A participating employer of a member may make any contributions to the fund in respect of that member that the trustee and the employer agree to.

## **Other contributions**

46 With the consent of the trustee and the member, any other person including:

- a spouse of that member;
- another member;
- another trustee of a regulated superannuation fund (including pursuant to a contributions-split requested by the member's spouse);
- any State, Territory or Federal government (including under the Federal government's co-contribution scheme);

may make contributions to the fund in respect of that member.

## **Participating employers**

47 The trustee may allow an employer to become a participating employer and to make contributions in respect of a member or an eligible person who wishes to become a member. The trustee may require the employer to apply in the form in Schedule 3 'Application to become a Participating Employer'. The employer becomes a participating employer either on the date appointed by the trustee or the date it begins making contributions on behalf of a member, whichever is the earlier.

## **How contributions to be made**

48 A contribution to the fund must be made in the way the trustee directs. It must be made within the time specified by superannuation law. It may be made in cash, or by the transfer of assets in accordance with superannuation law. The only assets that may be transferred are those that are authorised investments under clause 62.

## **Late contributions**

49 Despite clause 48, if the trustee agrees then an employer may make an employer contribution after the time the superannuation law requires the payment to be made. If the trustee agrees, and the employer makes the payment, this does not relieve the employer's liability to pay any additional charges or penalties arising under superannuation law because of the late payment.

## **Failure to contribute**

50 In the absence of an agreement, neither a member nor his or her employer is under an obligation to make a contribution to the fund in respect of that member. A failure to do so does not affect the member's membership of the fund.

## **Contributions etc not accepted**

51 The trustee must not accept any of the following:

- a contribution that is not permitted by superannuation law;
- a contribution or shortfall component the acceptance of which would prevent the fund from qualifying as a complying superannuation fund; and
- an employer contribution or shortfall component which the regulator lawfully directs the trustee not to accept.

### **Breach of clause headed ‘Contributions etc not accepted’**

52 If the trustee becomes aware that a contribution or shortfall component has been accepted in breach of clause 51, the trustee must refund the amount within any time specified by, and only as permitted by, superannuation law. However, the trustee may deduct each of the following from that amount:

- any amount which an insurer may have charged in respect of any extra cover provided on the basis of the contribution or shortfall charge;
- reasonable administration charges; and
- any other amount the trustee considers appropriate, acting reasonably.

The trustee may reduce the benefits of the member to those which the member would have had if the contribution or shortfall component had not been accepted.

### **Other contributions not accepted**

53 The trustee may refuse to accept:

- a contribution that the trustee has determined not to accept because the trustee has not been informed of the relevant member's tax file number;
- excess contributions.

### **Permissible actions if excess contributions accepted**

54 If excess contributions are made to the fund by or in respect of a member, then the trustee may:

- release funds to the member if the trustee has received a member release authority;
- release funds to the Commissioner of Taxation where the trustee has received an ATO release authority; and
- release funds in any other circumstances, and to such persons, as is permitted under superannuation law.

### **Allocation of contributions**

55 If the trustee receives a contribution in a month, the trustee must allocate the contribution to the relevant member of the fund:

- within 28 days after the end of the month, or any other period as required by

superannuation law (**relevant period**); or

- if it is not reasonably practicable to allocate the contribution to the relevant member of the fund within the relevant period – within any longer period as is reasonable in the circumstances.

### **Reduction of contributions by employer**

56 An employer who is under an obligation to make contributions in respect of a member may, with the trustee's consent, reduce the amount of those contributions to the extent that it becomes required to make contributions in respect of that member to another fund of which the member is also a member.

### **Tax on contributions and shortfall components**

57 Either the trustee or the employer or other appropriate body must deduct any tax that is payable in relation to any contribution or shortfall component before it is credited to the member's accumulation account.

### **Surcharge**

58 The trustee must make provision for any surcharge or other amount that is payable under the *Superannuation Contributions Tax (Assessment and Collection) Act 1997* and related legislation, and must deduct the amount from the relevant contributions.

### **Termination of employer's contributions**

59 A participating employer ceases being a participating employer and may cease making contributions to the fund if any of the following occurs to the employer:

- an administrator, receiver, receiver and manager, controller or similar officer is appointed to the employer (or its property) or a resolution is passed to appoint such an officer;
- an order is made to appoint a liquidator or provisional liquidator of the employer;
- the employer, being a corporation, gives the trustee a written notice that it is, or under applicable legislation the employer is taken to be, unable to pay its debts as and when they fall due;
- the employer, being an individual, commits an act of bankruptcy or becomes insolvent;
- the employer gives the trustee written notice that it is permanently terminating its contributions to the fund.

### **Effect of termination on member's contributions**

60 A member whose participating employer has ceased to make contributions under this deed under the previous clause may not make any contributions without the trustee's consent.

## **No termination on transfer of business to another employer**

- 61 If a participating employer amalgamates with another participating employer or disposes of its business to another participating employer, members who were employees of the former participating employer are deemed for the purposes of this deed to have become employees of the latter participating employer, which may then make contributions in respect of them.

## **E Investment**

### **Authorised investments**

- 62 The trustee must invest any assets of the fund that are not required for payment of benefits or other amounts under this deed. The trustee must do so in accordance with the current investment strategy or strategies. The following are the types of investment in which the assets may be invested:
- 62.1 Investments in which it is permissible to invest trust funds under the law of any jurisdiction in Australia.
  - 62.2 Securities in any company incorporated anywhere, whether carrying on business in Australia or not.
  - 62.3 Deposit (whether secured or not) with a bank, friendly society, building society, credit co-operative, trustee company, or other registered financial institution.
  - 62.4 Real or personal property, including an improvement to that property.
  - 62.5 Units (including sub-units) in a unit trust established or situated anywhere in the world by subscription or purchase (including joint subscription or purchase). Whether the units are fully paid or partly paid, and whether their issue involves a contingent or reserve liability is irrelevant.
  - 62.6 Futures, options or any other synthetic investment.
  - 62.7 Hedging, swapping or any similar arrangement, even though it is not linked to any property of the fund.
  - 62.8 Deposit (whether secured or not) with, or loan (whether secured or not) to, any person (including an employer) on any terms the trustee thinks reasonable. The fact that the trustee has a direct or indirect interest in the deposit or borrowing or may benefit directly or indirectly from it is irrelevant.
  - 62.9 A policy or annuity with an insurer, whether by proposal or purchase.
  - 62.10 Instalment warrants or receipts.
  - 62.11 By way of a limited recourse borrowing arrangement in accordance with clause 142.
  - 62.12 Any other investment allowed by superannuation law that the trustee thinks appropriate.

### **Forbidden investments**

- 63 The trustee must not invest in any investment that is forbidden by superannuation law. The trustee must not make an investment in the form of a loan or other financial assistance to a member or a relative of a member.

### **Strategy**

- 64 The trustee must formulate one or more investment strategies for the fund in accordance with superannuation law. The trustee must inform members and beneficiaries of the strategies adopted by the trustee. The trustee may review and change a strategy at any time. The trustee must continually monitor the strategies to ensure that they remain appropriate.

### **Power to deal with investments**

- 65 The trustee may sell, transfer or vary any investment at the trustee's absolute discretion in accordance with this deed. The trustee must do so in the interests of members and beneficiaries. The trustee must continually monitor the investments to ensure that they remain appropriate.

### **Investment choice by members**

- 66 The trustee may decide to allow one or more members or beneficiaries to choose between investment strategies. If the trustee does this, the trustee must establish a range of possible investment strategies, and may designate particular assets for those strategies. The trustee must provide the members or beneficiaries with information concerning the strategies and the relevant investment objectives to enable the member or beneficiary to choose between them on an informed basis. The trustee must also provide them with information concerning their rights under this deed.

### **Member or beneficiary may choose strategy**

- 67 A member or beneficiary who has been offered investment choice by the trustee may choose one or more of the strategies prepared by the trustee by completing any documents the trustee requires. On having done so, the member or beneficiary may direct the trustee to invest any part of the fund that is held for that person in accordance with those strategies. Any direction must be in accordance with superannuation law.

### **Member or beneficiary may not choose particular investments within strategy**

- 68 A member or beneficiary who has directed the trustee to invest any part of the fund that is held for that person in accordance with those strategies may not direct the trustee to invest in any particular investment. However, the member or beneficiary may request the trustee to develop an investment specific strategy and to make it available to that member or beneficiary. The trustee may accept or reject the request.

### **Chosen strategies to be monitored**

- 69 The trustee may continually monitor any strategies adopted by members or beneficiaries for investment choice to ensure that they remain appropriate for the members or beneficiaries to whom they are available.

### **Sub-accounts etc for investment choice**

- 70 If a member adopts a strategy for investment choice, the trustee may do each of the following:
- 70.1 Establish a sub-account of the income account in respect of that strategy.
  - 70.2 Credit and debit that sub-account in relation to any amount attributable to that strategy as if it were the income account itself.
  - 70.3 Allocate earnings attributable to that strategy to the member's or beneficiary's accumulation account or pension account in a way that the trustee thinks equitable.
  - 70.4 Determine a fund earning rate for that sub-account.

### **Power to deal with investment choice investments**

- 71 The trustee may sell, transfer or vary any investment made in accordance with a strategy for investment choice, at the trustee's absolute discretion in accordance with this deed. The trustee must do so in the interests of the relevant members or beneficiaries. The trustee must continually monitor the investments to ensure that they remain appropriate.

## **F Benefits: general**

### **Limit on payment of preserved payment benefits**

- 72 The trustee must not pay out to a member or a dependant of a member any preserved payment benefit that superannuation law does not allow the trustee to pay out.

### **When payment of preserved payment benefits allowed**

- 73 The trustee may pay a member or, if applicable, a dependant of a member, a preserved payment benefit in any of the following circumstances:
- 73.1 The member reaches the relevant preservation age and takes a transition to retirement pension in accordance with Part G.
  - 73.2 The member retires from gainful employment on or after reaching the relevant preservation age.
  - 73.3 The member becomes totally and permanently disabled.
  - 73.4 The member becomes totally and temporarily disabled.
  - 73.5 The member reaches age 65.
  - 73.6 The member dies.
  - 73.7 Any other circumstance allowed by superannuation law.

### **Payment of non-preserved amount**

- 74 With the trustee's consent, a member may withdraw any part of the non-preserved amount in the member's accumulation account. The member must apply to the trustee in writing for the withdrawal in a form acceptable to the trustee. The trustee may set a minimum withdrawal amount by notifying the members of the fund.

### **Vesting and compulsory payment**

- 75 A member's benefit entitlement will vest in accordance with superannuation law. The trustee must cash or commence to cash a member's benefit entitlement as soon as practicable after the member dies or the entitlement has vested. If a lump sum is payable, the trustee may pay it in several stages: an initial payment and then subsequent payments.

### **Possible addition to entitlement when member ceases to be member**

- 76 If a member ceases to be a member of the fund, the trustee may pay an amount that the trustee thinks appropriate from the equalisation account (if any) into the member's accumulation account.

### **Anti-detriment payments (section 295-485 of the *Income Assessment Act 1997*)**

- 77 Where the trustee is to make a payment because a member has died (a **death benefit**), the trustee may pass on to the recipient of that payment any benefit that would accrue to the fund if a deduction were allowed under section 295-485 of the *Income Tax Assessment Act 1997*.

### **Trustee may retain benefit in fund**

- 78 If a member or beneficiary requests it, the trustee may retain any part of a benefit in the fund. The trustee may do so until one of the following occurs:

- 78.1 The member or beneficiary decides otherwise.
- 78.2 The member or beneficiary dies.
- 78.3 The amount has to be paid under this deed or superannuation law.
- 78.4 The trustee decides otherwise.

Subject to Part H, the payment the trustee then makes must be the amount standing to the credit of the member's or beneficiary's accumulation and pension account at that time.

### **Transfer of insurance policy**

- 79 If a member or beneficiary is entitled to a benefit which includes an interest in an insurance policy, the trustee may assign that policy to the member or beneficiary, or to any of the dependants of the member the trustee thinks fit. The trustee must debit the value of the policy to the relevant accumulation or pension account. Neither the trustee nor an employer is liable for any further payment of premiums in relation to the policy.



## **Information to be provided to trustee**

80 On written request by the trustee, an applicant, member or beneficiary must supply the trustee with information that the trustee thinks necessary for any purpose. This extends to submitting to a medical examination by a doctor who is acceptable to the trustee.

If an applicant, member or beneficiary fails to do so, the trustee may suspend collection of contributions in respect of that person, may withhold benefits from that person, and may impose conditions on the person, as the trustee thinks fit.

## **Trustee may adjust benefits for wrong information**

81 The trustee may adjust any benefit payable to or in respect of a member if an applicant, member or beneficiary has supplied false or misleading information to the trustee, or has deliberately withheld information from the trustee, that affects or is likely to affect benefits payable to or in respect of that member.

## **G Pensions: general**

### **Trustee's power to pay pension**

82 When any part of a benefit becomes payable to a member under this deed or in accordance with superannuation law, the trustee has a discretion to decide whether to pay one or more pensions to the member or to use the benefit payable to acquire one or more annuities in the name of the member. The pensions or annuities may be of any type permitted by superannuation law (including, without limitation, an account-based pension) and will be in substitution for the relevant part of any lump sum benefit that was payable to the member for the amounts credited to the member's pension account as a transfer of a roll over payment under clause 88.2.

### **Member or beneficiary may choose type of pension**

83 The relevant member or beneficiary may choose the type of pension that is to be paid, including a transition to retirement pension. However, the pension must be of a type that is allowed by superannuation law or is acceptable to the Regulator. It may include a pension wholly determined by reference to policies of life assurance purchased or obtained by the trustee of a regulated superannuation fund solely for the purposes of providing benefits to members of that fund. The pension must be paid in accordance with the requirements of the superannuation law.

### **Actuarial certificate**

84 The trustee must obtain an actuarial certificate in accordance with superannuation law in relation to any pension that the trustee decides to pay, unless either section 295-390 (or any other provision) of the *Income Tax Assessment Act 1997* (Cth) provides otherwise in which case the trustee has a discretion as to whether to obtain an actuarial certificate.

### **Funding pension through annuity**

85 The trustee may fund a person's pension by purchasing an annuity payable to the trustee.

### **Trustee may allocate benefit between 2 or more spouses**

- 86 If there are 2 or more spouses of a member, the trustee may decide in what proportion each is entitled to a benefit payable under this deed to the member's spouse.

### **Trustee must establish pension account**

- 87 If the trustee decides to pay a pension to a person in accordance with this deed, the trustee must establish a pension account in the name of that person.

### **Credits to pension account**

- 88 The trustee may credit each of the following amounts to the person's pension account, subject to superannuation law:
- 88.1 The amount the trustee believes necessary to fund the pension.
  - 88.2 The amount paid into the fund in respect of the pensioner as a transfer or roll over payment which the trustee thinks it appropriate to credit to that account.
  - 88.3 Earnings of the fund which the trustee thinks it appropriate to credit to that account.
  - 88.4 A shortfall component paid in respect of the pensioner.
  - 88.5 Contributions lawfully paid in respect of the relevant member.
  - 88.6 Adjustment credits made in accordance with clause 38.
  - 88.7 The proceeds of an annuity or insurance policy effected by the trustee in respect of the pensioner which the trustee thinks it appropriate to credit to the account.
  - 88.8 Financial assistance under part 23 of the SIS Act which the trustee thinks it appropriate to credit to the account.
  - 88.9 Any other amount the trustee thinks it appropriate to credit to the account.

### **Debits to pension account**

- 89 The trustee may debit each of the following amounts to the person's pension account, subject to superannuation law:
- 89.1 The proportion that the trustee thinks appropriate of the expenses of the fund.
  - 89.2 The proportion that the trustee thinks equitable of any negative earnings of the fund determined in accordance with clauses 38, 70 or 90.
  - 89.3 The proportion of the loss on the disposal of investments of the fund that the trustee thinks equitable.
  - 89.4 Amounts transferred from the fund in respect of the pensioner as a transfer of a roll over payment which the trustee thinks it appropriate to debit to the account.
  - 89.5 Payments made to or in respect of the pensioner or a reversionary beneficiary under this deed.
  - 89.6 The cost of an insurance policy or annuity effected by the trustee in respect of the pensioner which are not debited from the member's accumulation account.

- 89.7 The proportion of an amount payable as taxation in respect of the earnings of the fund that are credited to the pensioner's account or arise from a roll over payment that the trustee thinks equitable.
- 89.8 The proportion of an amount paid in respect of an indemnity to the trustee or other person under this deed that the trustee thinks equitable.
- 89.9 The amount of a levy that the trustee thinks equitable.
- 89.10 An amount transferred to the accumulation account of a beneficiary.
- 89.11 Any other amount that the trustee thinks it appropriate to debit from the account.

### **Adjustment based on fund earning rate**

- 90 In determining the amount standing to the credit of an accumulation account at the time a benefit or pension is calculated or becomes payable, the trustee must make an adjustment to the account that the trustee thinks equitable on the basis of the interim fund earning rate at that date. The adjustment must be made in respect of the period from the beginning of the current fund year to the relevant date. The income account must be credited or debited accordingly.

### **Segregation of assets and valuation**

- 91 The trustee may segregate from other assets those assets which are to fund the pension of a person under this deed. The trustee must value those assets as required by superannuation law. If they are insufficient or more than sufficient to fund the pension, the trustee must do anything that superannuation law requires. The trustee must obtain any certificate of adequacy that the trustee considers necessary in respect of those assets in order to comply with the Tax Act or superannuation law.

### **Pensions: residue in account**

- 92 On the death of a pensioner being paid a pension the trustee must, subject to superannuation law:
- act in accordance with the terms on which the relevant pension is paid, including as to the payment of the pension to a reversionary beneficiary; and
  - then, if there is no reversionary beneficiary, or if there is any residue in the pension account for any other reason, pay that residue as a death benefit in accordance with Part H of this deed.

### **Trustee's right to commute pensions generally**

- 93 On written request by a pensioner, or in accordance with superannuation law or this deed, the trustee may commute all or any part of a pension and apply the proceeds of that commutation in accordance with superannuation law, including by commuting it to a lump sum and paying it to the relevant person or his or her estate. The following general conditions apply in respect of all types of pension:
- The commutation must be allowed by, and be in accordance with, superannuation law.
  - The commutation must not disadvantage the fund, an employer, a member or

pensioner.

If the trustee commutes only part of a pension, the trustee must then adjust the amount of the pension payable as required by superannuation law.

### **Qualification of pensions as asset test exempt income streams**

- 94 The trustee may decide that a pension should qualify as an asset test exempt income stream (as that term is defined by the *Social Security Act 1991*). If the trustee so decides:
- 94.1 the superannuation law prevails over the terms of this deed to the extent of any inconsistency;
  - 94.2 this deed is deemed to contain any provision that is required by superannuation law; and
  - 94.3 this deed is deemed not to contain any provision that is required to be excluded by superannuation law.

## **H Death, disability and retirement benefits**

### **Death benefit payments**

- 95 The trustee may pay the death benefit on the death of a current member of the fund. The trustee can do that under:
- 95.1 a death benefit agreement, clause 97;
  - 95.2 a binding death benefit notice, clause 99; or
  - 95.3 a non-binding death benefit notice, clause 100.
- 96 In the ways set out in this Part H, the trustee must pay the full amount standing to the credit of the accumulation account, and any pension account residue referred to in clause 92, either as a lump sum, or as one or more pensions or annuities, or both.

### **Death benefit agreement payment arrangements**

- 97 On the death of a member or beneficiary who has a death benefit agreement:
- 97.1 the death benefit agreement prevails over clause 99 and over any binding death benefit notice or non-binding nomination form;
  - 97.2 the trustee must pay, or apply, the relevant benefit in accordance with the rules set out in the death benefit agreement; and
  - 97.3 Part I of this deed applies to the payment of the relevant benefit.
- 98 A death benefit agreement need be executed only by the trustee and the relevant member or beneficiary. On execution, the terms of any death benefit agreement form part of this deed. They are to be read together with this deed and in accordance with the following rules:
- 98.1 a death benefit agreement replaces any previous death benefit agreement;

- 98.2 if there is a death benefit agreement, then any binding death benefit notice is to be treated as not in effect for the purposes of this deed and of regulation 6.17A(4) of the SIS Regulations (but see also clause 98.4 which can overrule this clause);
- 98.3 if there is any inconsistency between the death benefit agreement and the remaining provisions of this deed, then the terms of the death benefit agreement prevail to the extent of that inconsistency — except that clause 5 of this deed prevails over the agreement; and
- 98.4 if part of the death benefit agreement is invalid because it directs the trustee to pay part, or all, of the benefits to a person to whom those benefits may not be paid in accordance with superannuation law (**disallowed benefits**) then:
- clause 98.2 does not apply in respect of the disallowed benefits;
  - clauses 97 and 98.1 to 98.3 apply to any part of the death benefit agreement which remains valid (and to the payment of death benefits other than disallowed benefits); and
  - clauses 98.1 to 98.3 apply for the purpose of determining the disallowed benefits, and the disallowed benefits must be paid in accordance with the remainder of this Part H.

### **Binding death benefit notice payment arrangements**

- 99 After the death of a member or beneficiary who has given the trustee a binding death benefit notice, the trustee must comply with that notice subject to clauses 97 and 98.

### **Non-binding death benefit notice payment arrangements**

- 100 If after the death of a member or beneficiary, not all death benefits have been paid or applied in accordance with a death benefit agreement or binding death benefit notice, then the trustee must pay or apply the relevant benefit in the way the trustee thinks fit in accordance with the following rules:
- 100.1 If the member or beneficiary has left dependants, then the trustee must pay or apply the benefit to or for the benefit of any one or more of the dependants of the member or beneficiary and the legal personal representatives of the member or beneficiary. The trustee may do so in any proportions the trustee thinks fit and may take into account a member's wishes contained in a non-binding nomination form.
- 100.2 If the member or beneficiary has not left any dependants but does have a legal personal representative, then the trustee must pay the benefit to the legal personal representatives of the member or beneficiary.
- 100.3 If the member or beneficiary has not left any dependants and has no legal personal representative, then the trustee may pay or apply the benefit to or for the benefit of any individual at the trustee's discretion. The trustee may do so in any proportions the trustee thinks fit.
- 100.4 If the trustee has not paid or applied the benefit to or for the benefit of any person under the preceding sub-clauses 100.1 to 100.3, then the trustee must treat the benefit as a forfeited benefit entitlement.

### **Death of member or former member**

- 101 If a member or former member who has become entitled to a lump sum benefit dies before the payment is made, then the trustee must pay the amount in accordance with clauses 97 to 100.

### **Discharge of trustee**

- 102 If a dependant, legal personal representative, relative or other person receives any part of a benefit in accordance with clauses 97 to 101, then that discharges the trustee from liability in relation to the benefit. The trustee is not responsible for seeing how the benefit is applied.

### **Total and permanent disablement benefit**

- 103 The trustee must pay a benefit to a member whom the trustee believes to be totally and permanently disabled unless requested otherwise by the member. The benefit may be either of the following:
- A lump sum equal to the full amount standing to the credit of the accumulation account of the member; or
  - One or more pensions or annuities representing that amount.

### **Temporary total disablement benefit**

- 104 The trustee must pay a benefit to a member whom the trustee believes to be temporarily totally disabled unless requested otherwise by the member. The benefit must be in the form of a pension or annuity that represent the following amounts:
- In the case where the trustee is entitled to a benefit under an insurance policy in relation to the member's temporary total disablement, the amount payable to the trustee.
  - In any other case, the amount decided by the trustee, provided it does not reduce the minimum withdrawal benefit of the member under superannuation law.

The member is not entitled to commute any part of this benefit.

### **Period of payment: temporary total disablement**

- 105 The trustee must cease paying the benefit for temporary total disablement:
- In a case where the trustee is entitled to benefit under an insurance policy in relation to the member's temporary total disablement, when the trustee ceases to be entitled to that benefit.
  - In any other case, when the member ceases to be temporarily totally disabled, or reaches normal retirement age, or becomes entitled to another benefit under this deed or requests that the benefit ceases to be paid.

### **Method of payment: temporary total disablement**

- 106 The trustee must pay the benefit in respect of temporary total disablement in the following way:

- In a case where the trustee is entitled to benefit under an insurance policy in relation to the member's temporary total disablement, in the way the benefit is paid by the insurer.
- In any other case, in the way the trustee decides.

### **Member contributions may be suspended: temporary total disablement**

107 A member may suspend his or her contributions during a period while he or she is receiving a benefit in relation to temporary total disablement.

### **Membership not affected by temporary total disablement**

108 A member does not cease being a member because he or she is receiving a benefit in respect of temporary total disablement.

### **Retirement benefit**

109 The trustee may pay a member the retirement benefit at the member's request if either of the following applies:

- the member retires from employment on or after reaching normal retirement age; or
- the member becomes entitled under superannuation law to the payment of a benefit despite still being employed.

The trustee must pay the benefit in any form permitted by superannuation law, including in the form of one or more lump sums representing the amount standing to the credit of the member's accumulation account. However, the trustee may also use part, or all, of that amount to purchase one or more pensions or annuities decided on in consultation with the member. The trustee must immediately inform members of the election.

### **Early retirement**

110 On request by a member, the trustee must pay a benefit to that member in each of the following cases:

- the member ceased to be employed before normal retirement age, but has reached the relevant preservation age.
- the member retired from an arrangement under which the member was gainfully employed and has reached 60 or another age prescribed by superannuation law.
- in any other case as permitted by superannuation law.

The trustee must pay the benefit in any form permitted by superannuation law, including in the form of one or more lump sums representing the amount standing to the credit of the member's accumulation account. However, the trustee may also use part, or all, of that amount to purchase one or more pensions or annuities decided on in consultation with the member. The trustee must immediately inform members of the election.

## **I Payment of benefit**

### **Trustee must notify that benefit is payable**

- 111 The trustee must give notice that a benefit is payable to the following persons:
- If the benefit is payable to a member, to that member.
  - If the benefit is payable on the death of a member, to the nominated beneficiary, the reversionary beneficiary, the legal representatives of the member, known dependants of the member and any other person the trustee reasonably believes may have an entitlement or interest in the benefit.
  - In any other case, any persons the trustee reasonably believes may have an entitlement or interest in the benefit.

### **Method of notice**

- 112 The trustee must give a person written notice of the time within which that person may claim an entitlement to the benefit and of how to make that claim. If the person satisfies the trustee that he or she is entitled to a benefit, the trustee must notify any persons to whom a notice was required to be sent under clause 111 to enable them to object to a payment to that person. If no objection is received or the specified period for objecting has passed, the trustee must pay the relevant part of the benefit to that person.

### **Claim out of time**

- 113 If a person makes a claim out of time to an entitlement to a benefit, the trustee is not bound to make any payment to that person.

### **Unclaimed benefit**

- 114 The trustee must give the Regulator a statement of any unclaimed benefits and must pay them to the Regulator as required by superannuation law.

### **Tax on benefit**

- 115 Either the trustee or an insurer or other appropriate body must deduct any tax that is payable in relation to a benefit before that benefit is paid.

### **Where benefit is payable**

- 116 A benefit is payable at the trustee's principal office, or at a substitute place the trustee notifies to the member or beneficiary.

### **Trustee may send benefit to person entitled**

- 117 The trustee may send a benefit to the postal address that the person entitled to it has last notified to the trustee, or to the bank account into which that person has asked the benefit to be paid, or to some other place the trustee decides on.



### **Notification of address etc**

118 A person to whom a benefit becomes payable must notify the trustee of his or her full residential address, and of any change in that address. He or she must also notify the trustee of a bank account into which he or she asks the benefit to be paid.

### **Receipt to be given**

119 On request by the trustee, a person to whom a benefit is paid must give the trustee a receipt and release for the payment in the form required by the trustee.

### **Person under legal disability**

120 If a person to whom the trustee is to pay any part of a benefit is under a legal disability, or the trustee believes that it would be in that person's best interests for the trustee not to make the payment to that person, the trustee may make the payment in any of the following ways as the trustee thinks fit:

- To or for the maintenance, education, advancement, support or benefit of the person on any conditions.
- To, and for the benefit of, another person who appears to the trustee to be any of the following: the trustee, spouse, child, parent or guardian of the person, or a person having custody of that person.

### **Discharge of trustee**

121 The receipt by a person of a payment in accordance with clause 120 discharges the trustee from liability in relation to it. The trustee is not responsible for seeing to its application.

### **Transfer of assets**

122 With the consent of a member or beneficiary to whom a benefit is payable, the trustee may, instead of paying or transferring cash, transfer investments of equivalent value to the member or beneficiary or to the trustee of the relevant approved benefit arrangement.

## **J Forfeiture of benefit entitlements**

***Note: Forfeiture accounts are now generally prohibited. Maddocks recommends that you seek professional advice before establishing such an account.***

### **Forfeiture account**

123 The trustee may establish or maintain a forfeiture account into which the trustee must pay any amount forfeited under this deed. Money held in that account does not form part of an accumulation account. The trustee must credit any income from that money to the forfeiture account.

## **Circumstances of forfeiture**

124 All benefit entitlements of a person are forfeited in each the events in 124.1-124.6 — unless the trustee has determined otherwise within six months after the relevant event. The trustee's determination has effect from the date specified by the trustee which may be a date before the date of the event.

124.1 The person assigns or charges, or attempts to assign or charge a benefit entitlement, except in accordance with superannuation law.

124.2 The person's interest in a benefit entitlement becomes payable to or vested in another person or a government or public authority.

124.3 The person is or becomes insolvent or has committed or commits an act of bankruptcy.

124.4 The person is unable personally to receive or enjoy any part of the entitlement.

124.5 In the trustee's opinion, the person is incapable of managing his or her affairs.

124.6 In the trustee's opinion, the person is guilty of fraud or dishonesty.

This clause does not apply to the extent that it would be made ineffective by the *Bankruptcy Act 1966* or superannuation law.

## **Forfeiture of residue**

125 A person forfeits the residue in an accumulation account if the trustee is satisfied that the person has been paid all benefits that he or she is entitled to be paid under this deed.

## **Application of forfeiture account**

126 The trustee may pay or apply forfeited money held in the forfeiture account in any one or more of the following ways in accordance with superannuation law:

126.1 To or for the benefit of the relevant person or the dependants of the relevant member in any proportions the trustee decides on.

126.2 To the trustee of the relevant member's estate.

126.3 To or for the benefit of other members or their dependants who have rights to receive benefits under this deed.

126.4 To provide additional benefits to other members or their dependants in accordance with superannuation law.

126.5 To the equalisation account (if any).

126.6 To any employees of the member or former member the trustee thinks appropriate.

126.7 To any other person or entity the Regulator approves in writing.

## **Limit in relation to payments to member or dependants**

127 The trustee must not make a payment under clause 126 to a member who is still being employed by an employer, except for the purpose of relieving the hardship of that member or his or her dependants.

## **Possible adjustment to entitlements**

- 128 If the event that gave rise to forfeiture of an entitlement in respect of a member ceases to affect that member, the trustee may re-establish any rights in the member that the trustee thinks fit. They must not be greater than they were before the forfeiture.

## **K Provisions relating to the *Family Law Act***

### **Payment splits**

- 129 If the trustee receives a splitting agreement or court order under Part VIIIB of the *Family Law Act*, then provided the agreement or court order has been properly served and subject to superannuation law, the trustee may:
- vary the relevant member's benefit or benefit entitlement on such bases (including by commutation of any pension having regard to the advice of an actuary) and at any time the trustee determines from time to time, to the extent permitted by superannuation law; and
  - make a payment to the non-member spouse or a transfer in respect of the non-member spouse in accordance with clause 133.

### **Rules for payment splits**

- 130 The trustee may as it determines from time to time subject to superannuation law, make rules dealing with:
- the valuation of a non-member spouse's benefit or benefit entitlement (including any adjustments);
  - the timing of the calculation of the non-member spouse's benefit or benefit entitlement;
  - other matters relating to the payment split or the non-member spouse's benefit or benefit entitlement.

### **Deferred payment splits**

- 131 If the trustee is required by superannuation law or considers that it is appropriate to defer giving effect to a payment split, then provided the splitting agreement has been served properly, the trustee must:
- record the existence of the agreement or court order; and
  - keep a record of the non-member spouse's benefit or benefit entitlement on such basis (including a notional basis) and in such manner as the trustee determines from time to time subject to superannuation law.

### **Flagging agreements**

- 132 If the trustee receives a flagging agreement or court order under Part VIIIB of the *Family Law Act*, then provided the agreement or court order has been properly served, the trustee must:
- record the existence of the agreement or court order; and

- defer payment of the benefit to or in respect of the relevant member until the agreement or court order is lifted.

### **Transfer of non-member spouse interests**

133 If the trustee receives a splitting agreement or court order under Part VIIIB of the *Family Law Act*, the agreement or court order has been validly served, then if any amount becomes payable in respect of the non-member spouse under that agreement or order:

- the trustee must pay that amount to the non-member spouse – if the non-member asks for that payment in writing; or
- the trustee must transfer that amount to another fund (including an eligible rollover fund) in respect of that non-member spouse if the non-member asks for that transfer in writing.

Any payment amount under this clause must be in accordance with superannuation law. The receipt by the non-member spouse or the trustee of that other fund will sufficiently discharge the trustee of its liability in respect of that non-member spouse.

### **Refusal to admit as member**

134 Provided that the trustee acts in accordance with superannuation law, the trustee may refuse to admit a non-member spouse as a member of the fund.

## **L Trustee's powers**

### **All the powers of an individual**

135 The trustee has all the powers in relation to the assets of the fund that the trustee would have if the trustee were the legal and beneficial owner of those assets. It also has all the powers that a trustee has at law and the powers specifically conferred on the trustee by this deed.

### **Trustee's discretion**

136 The trustee has an absolute discretion in relation to exercising or not exercising any power under this deed or at law, and in relation to the way in which any power is exercised. The trustee's decision on such a matter is final and binding.

### **Delegation of power**

137 The trustee may delegate to another person, including one or more directors of the trustee, any power or duty on any terms the trustee thinks fit, including by appointing an attorney under a power of attorney. The trustee may alter or revoke any delegation including any power of attorney.

### **Trustee not subject to direction**

138 The trustee is not subject to direction in exercising any power under this deed or at law, except to the extent indicated under superannuation law.

## Specific powers

- 139 To exclude any possible doubt, the trustee has the power to do any of the following to the extent allowed by superannuation law:
- 139.1 To underwrite or sub-underwrite risks, contingencies or liabilities under a superannuation arrangement conducted by an employer under an agreement for the transfer of employees to the fund.
  - 139.2 To indemnify a person.
  - 139.3 To open and operate bank accounts in the usual way, and 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.
  - 139.4 To do anything the trustee considers necessary or desirable in connection with performing its obligations under this deed.

## Limit on borrowing

- 140 The trustee must not (except as provided by this deed in clause 142 and superannuation law):
- 140.1 borrow money; or
  - 140.2 maintain an existing borrowing of money.

## Trustee may grant security over asset

- 141 The trustee may, to the extent allowed by superannuation law, mortgage, pledge, charge, assign or otherwise provide as security, any asset of the fund for the purpose of the trustee borrowing or maintaining a borrowing of money including (without limitation) for the purpose of a "limited recourse borrowing arrangement" referred to in clause 142.3.

**Note:** *There are strict requirements which must be met for a borrowing, and any associated mortgaging or charging of assets, to be lawful (see Part 7 of the SIS Act). A breach of those requirements is a strict liability offence (see Part 7 of the SIS Act). Maddocks recommends that you seek professional advice before entering into any arrangements under which the fund borrows money or mortgages or charges its assets.*

## When borrowing is allowed (including "limited recourse borrowing arrangements")

- 142 The trustee may borrow or maintain a borrowing of money in any one or more of the following cases:
- 142.1 to enable the trustee to pay a surcharge or advance instalment which the trustee is required to pay under the *Superannuation Contributions Tax (Assessment and Collection) Act 1997* — as long as the borrowing complies with section 67(2A) of the SIS Act;
  - 142.2 to enable the trustee to settle a transaction to acquire any one or more of the securities listed in section 67(3)(a) of the SIS Act — as long as the borrowing complies with all of the requirements of section 67(3) of the SIS Act;
  - 142.3 under an arrangement (a "limited recourse borrowing arrangement") which the trustee enters, or has entered into, in which the money borrowed is, or has been,

used to acquire an asset that superannuation law allows the trustee to acquire — as long the borrowing complies with Part 7 of the SIS Act.

- 143 Clause 142 does not limit the circumstances in which the trustee may borrow or maintain a borrowing of money.

**Note:** *There are strict requirements which must be met for a borrowing to be lawful (see Part 7 of the SIS Act). A breach of those requirements is a strict liability offence (see Part 7 of the SIS Act). Maddocks recommends that you seek professional advice before entering into any arrangements under which the fund borrows money.*

### **Trustee's power to effect insurance**

- 144 The trustee may arrange one or more insurance policies with one or more insurers to secure the benefit of a member. A policy may be a group policy or an individual policy.

### **Trustee bound to exercise power in limited cases**

- 145 The trustee is not bound to arrange one or more insurance policies, except where the trustee has informed the member or beneficiary that the trustee will arrange a policy of a specified type and amount and the member or beneficiary has not asked the trustee in writing not to do so, or has withdrawn his or her request for the trustee to arrange that policy.

Even so, the trustee is not bound to arrange a policy that the trustee is unable to arrange.

### **Inconsistent conditions in policy**

- 146 If an insurer will only insure a member or beneficiary on conditions that are inconsistent with the conditions in respect of a benefit payable in respect of the member or beneficiary, the trustee may impose the policy conditions on that benefit despite the conditions stated in this deed.

### **Powers not affected by conflict of interests**

- 147 The trustee may exercise any power under this deed or at law despite the fact that the trustee, or a director of the trustee, has a direct or indirect interest in the exercise of that power, or may benefit directly or indirectly from its exercise. An indirect interest or benefit includes, without limitation, where the trustee, or a director of the trustee, obtains or may obtain an interest or benefit as a director, officer, shareholder, partner, unitholder or beneficiary of a third party with whom the trustee enters into a transaction or arrangement.

### **Disclosure of conflict of interest**

- 148 The trustee and any director of the trustee must disclose conflict of interests of the type described in clause 147 in accordance with superannuation law.

### **Trustee's power to effect transfer on written request**

- 149 On written request by a member or beneficiary, the trustee may transfer to the trustee of an approved benefit arrangement any part of the amount in the fund that represents the

member's or beneficiary's benefit or benefit entitlement. The trustee may only do so if the following conditions are met:

- The member or beneficiary is eligible to join or has joined the arrangement.
- The trustee is satisfied that the transfer complies with superannuation law.
- The amount the trustee transfers must not exceed the amount in the member's or beneficiary's accumulation account, except to the extent of any amount that the trustee decides to add to that account from the equalisation account (if any) under clause 39.

### **Form and effect of transfer**

150 The member or beneficiary must complete and execute any documents required by the *Tax Act* for the transfer to be completed as a roll over payment. A receipt from the approved benefit arrangement discharges the trustee from all liability in respect of the amount transferred. The trustee is not responsible for seeing to the application of that amount by the approved benefit arrangement. On completion of the transfer, the member or beneficiary (and anyone entitled to claim in any way in respect of that person) ceases to have any rights against the trustee or the fund in respect of the relevant amount.

### **Trustee's power to transfer to successor fund**

151 The trustee may transfer to the trustee of an approved benefit arrangement that is a successor fund to the fund under superannuation law any part of the amount in the fund that represents a benefit entitlement. The consent of the member or beneficiary is not required. Nor is it necessary that the member already be a member of the successor fund.

### **Trustee's power to transfer to eligible roll over fund**

152 In accordance with superannuation law, the trustee may transfer to an eligible roll over fund any part of the amount in the fund that represents a member's or beneficiary's benefit entitlement. The trustee must do so if superannuation law requires it.

### **Transfer of assets**

153 With the consent of a member or beneficiary to whom or in respect of whom a transfer is to be made under clauses 151 or 152, the trustee may, instead of paying or transferring cash, transfer investments of equivalent value to the member or beneficiary or to the trustee of the relevant approved benefit arrangement.

### **The trustee's power to receive transfer**

154 The trustee may take over or acquire by transfer from an approved benefit arrangement any part of the assets of that arrangement that represent the interest of a participant in that arrangement who has become or is to become a member or beneficiary of the fund. The trustee will hold the amount on trust for that person in the relevant accumulation or pension account. The person will have rights in respect of that amount that are equivalent to the rights he or she had under the approved benefit arrangement. The trustee may decide that the person is to be treated as having been a member of the fund from the time he or she became a member of the approved benefit arrangement.

## **M Administration of fund**

### **Dealing with money received**

155 The trustee must ensure that any money received by the fund is dealt with as soon as practicable in one of the following ways:

- Deposited to the credit of the fund in an account kept with a bank, friendly society, building society, or other similar body chosen by the trustee.
- Paid to the credit of an insurer for the payment of premiums in relation to a policy of insurance effected by the trustee for the purposes of the fund.
- Paid into the trust account of a lawyer, accountant or investment manager appointed in accordance with this deed.

### **Effect of receipts**

156 A receipt given by the trustee or the secretary of the fund or another person authorised by the trustee in writing to issue receipts is a sufficient discharge to the person by whom money is paid to the fund.

### **Employers to provide information to trustee**

157 On written request by the trustee, an employer must give the trustee any information which it has or can obtain that is, in the trustee's opinion, necessary or desirable for managing and administering the fund. The trustee may act on that information and is not required to verify it.

### **Compliance**

158 The trustee must comply with superannuation law and with any directions of the Regulator in relation to the fund.

### **Trustee may not charge fees**

159 The trustee must not charge any fees in relation to acting as trustee under this deed or performing any services in respect of the fund.

### **Trustee entitled to be reimbursed for expenses**

160 The trustee is entitled to be reimbursed from the fund for all expenses, taxes, levies, charges, fees and other amounts necessarily or reasonably incurred in acting as trustee under this deed.

### **Trustee to keep records and accounts**

161 The trustee must keep proper records and accounts of all money received by the fund and paid out by it, including adequate details of all dealings by the fund in connection with that money.



### **Trustee to collect money owing to the fund**

162 The trustee must ensure that money owing to the fund is collected promptly and dealt with in accordance with this deed.

### **Trustee to keep records, accounts, books etc**

163 The trustee must ensure that all records, books, accounts, minutes, reports and other documents are maintained and kept safe in accordance with superannuation law for the period required by that law.

### **Documents to be prepared**

164 The trustee must ensure that each of the following is prepared in respect of the fund in accordance with superannuation law:

- A statement of its financial position.
- An operating statement.
- Any other account or statement required by superannuation law.

### **Annual return**

165 The trustee must ensure that an annual return and any other documents required under superannuation law are prepared and lodged with the Regulator in accordance with that law.

### **Audit**

166 The trustee must arrange for the books, accounts and records of the fund to be audited annually or as required by superannuation law by an auditor qualified in accordance with superannuation law.

### **Disclosure requirements**

167 The trustee must ensure that information and documents are provided to each of the following persons if required by, and in accordance with the requirements of, superannuation law:

- employers.
- the Regulator.
- the actuary (if one is appointed).
- the auditor.
- any other person.

### **Availability of books and records**

168 The trustee must ensure that the books of the fund and information relating to it are available for inspection and copying, and that access is provided to premises where the

books and information are available to be inspected and copied, in accordance with superannuation law.

### **Availability of deed and documents**

169 The trustee must ensure that this deed and any other documents (or copies of the deed and documents) are made available for inspection by a member, or by a beneficiary on the beneficiary's request, as required by superannuation law. It is sufficient if they are available for inspection at the trustee's office while that office is open.

### **Appointment of auditor**

170 The trustee may appoint a suitably qualified person as auditor of the fund.

### **Appointment of actuary**

171 The trustee may appoint as actuary of the fund:

- an actuary who is a Fellow of the Institute of Actuaries of Australia;
- a member of a firm or company of which at least one member or director is a Fellow of the Institute of Actuaries of Australia; or
- an auditor who is appropriately qualified and is independent according to criteria specified by superannuation law.

### **Appointment of administration manager**

172 The trustee may appoint one or more suitably qualified persons to act as administration manager of the fund or a specified part of the fund.

### **Appointment of investment manager**

173 The trustee may appoint one or more suitably qualified persons to act as investment manager of the fund or a specified part of the fund in accordance with superannuation law.

### **Appointment of custodian**

174 The trustee may appoint one or more suitably qualified persons to act as custodian of the fund or a specified part of the fund, including (without limitation) as part of a limited recourse borrowing arrangement referred to in clause 142.3.

### **Superannuation law to be observed**

175 Any appointment by the trustee must be in accordance with superannuation law.

### **Trustee may remove person from office**

176 The trustee may remove from office a person the trustee has appointed to an office.

### **Trustee not bound by advice**

177 Except to the extent required by superannuation law, the trustee is not bound to follow the advice of a person the trustee has appointed.

### **Liability of the trustee is limited**

178 To the extent allowed by superannuation law, neither the trustee nor any of its directors, officers or employees is liable for anything done or not done in connection with acting as trustee, unless at least one of the following applies:

- The person fails to act honestly.
- The person intentionally or recklessly fails to exercise the degree of care and diligence the person is required to exercise.
- The person incurs a monetary penalty under a civil penalty order made in accordance with superannuation law.

### **Indemnity**

179 To the extent allowed by superannuation law, the trustee and each of its directors, officers and employees are entitled to an indemnity from the fund in all cases where the person is not liable under the preceding clause. The trustee has a lien on the assets of the fund for this purpose.

### **Other persons who may act**

180 Subject to superannuation law, the trustee may appoint the following persons to act as director of the trustee of the fund.

- the legal personal representative of a deceased member, from the date of the member's death until the member's death benefits begin to be paid;
- the legal personal representative of a member, while he or she holds an enduring power of attorney in respect of the member or while the member is under a legal disability;
- the legal personal representative, parent or guardian of a member who is a minor; or
- any other person if the superannuation law allows that person to be a director of the trustee and the fund would remain a self managed superannuation fund.

### **Appointment of members as trustee**

181 The trustee may appoint the members of the fund as trustees in place of the trustee by executing a deed to that effect. It may only do so if immediately afterwards it executes another deed which provides the mechanisms to enable the members of the fund to act as trustees.

### **Appointment of replacement corporate trustee**

182 The trustee may appoint as a replacement trustee a corporation of which the members of the fund are the only directors. The trustee must do everything necessary to vest the fund

in the replacement trustee and must deliver all records and other books to the replacement trustee.

### **Continuity of office**

183 When a person ceases to be a trustee or becomes a trustee, any other person acting as trustee must do everything necessary to vest the fund in the new or remaining trustees and must deliver all records and other books to the new or remaining trustees.

### **Appointment and resignation of trustee**

184 The trustee will determine who acts as trustee in accordance with this deed and superannuation law for the fund to continue as a self managed superannuation fund and will take the necessary steps to appoint or remove the persons or body to or from the office of trustee. The trustee may accept the trustee's resignation in writing for this purpose.

- The appointment or removal of a trustee must be in writing and must immediately be advised to any other trustee.
- Where the trustee is unable or unwilling to determine who will act as trustee then the majority of members of the fund will determine who will act as trustee. If there are no members in the fund, the former members of the fund (or their legal personal representatives) will determine who acts as trustee of the fund.
- To the extent permitted by law, these provisions apply to the exclusion of any statutory provisions relating to the appointment of new trustees, including statutory provisions which may otherwise require registration of the relevant deed or instrument.

## **N Miscellaneous**

### **Trustee may elect to wind up fund**

185 The trustee may elect to wind up the fund on a specified date in either of the following cases:

185.1 The trustee decides to wind up the fund.

185.2 There are no longer any members of the fund.

The trustee must elect to wind up the fund on a specified date if the Regulator requires the fund to be wound up.

### **Notice of winding up**

186 The trustee must give notice to each participating employer and member that the fund is to be wound up on the specified date.

### **Payment etc on winding up**

187 After deducting from the assets of the fund the costs of administering and winding up the fund, the trustee must pay the benefits in the following order to the extent that the assets of the fund are sufficient to do so:

- Benefits to which members, former members or their dependants are entitled but which they have not been paid on the day before the termination date.
- Additional benefits to members, former members or their dependants as the trustee thinks appropriate.
- Payment to the participating employers that have made contributions in respect of members or former members as the trustee thinks appropriate.

### **Employment relationship not affected by this deed**

188 Nothing in this deed affects any powers an employer has in relation to a contract of employment. An actual or prospective right under this deed, or the ending of such a right, is not to be taken into account in relation to any legal action, including one based on termination of employment.

### **Legal rights of member not affected by this deed**

189 Nothing in this deed affects any right a person may have to claim compensation or damages at common law or under statute.

### **Variation**

190 Subject to clauses 191 to 193, the trustee may vary this deed either prospectively or retrospectively. The trustee may do so by oral declaration, written resolution or deed. If superannuation law requires it, the trustee must promptly give a certified copy of the resolution or a copy of the deed to the Regulator.

### **Limits on effect of variation**

191 If one or more death benefit agreements are in place under this deed, then any variation of the deed does not vary any death benefit agreement or clauses 97 or 98 – unless that variation expressly states that it does vary any one or more of those things. Instead, those agreements and clauses continue to apply in respect of the fund.

192 If one or more agreements or arrangements are in place in respect of the fund relating to payment of a pension, then any variation of the deed does not vary those agreements or arrangements – unless that variation expressly states that it does vary one or more of those things. Instead, those agreements and arrangements continue to apply in respect of the fund.

### **Limits on power to vary**

193 The trustee does not have power to vary this deed so as to do either of the following:

- Reduce or adversely affect the rights of a member to accrued entitlements that arise before the variation is effected.
- Reduce the amount of any other entitlement that is or may become payable in relation to a time before the date of the variation.

However, this (the rule in the previous sentence with the 2 dot points) does not apply if the reduction is necessary to enable the fund to comply with superannuation law or if each affected member, or the Regulator, consents in writing to the reduction.

The trustee also does not have power to vary this deed in a way that would have either of the following effects:

- unless the trustee is a corporation, altering the purpose of the fund so that it is no longer solely or primarily the provision of old age pensions under superannuation law.
- unless the sole or primary purpose of the fund is to provide old age pensions to members, allowing any person except a corporation to be appointed trustee of the fund.

### **Notice of variation**

194 If superannuation law requires it, the trustee must inform members and beneficiaries in writing of the nature and purpose of the variation and its effect on their entitlements or rights. The trustee must do so in accordance with superannuation law.

### **Dispute resolution**

195 If superannuation law requires it, the trustee must establish a system complying with that law for dealing with enquiries and complaints from members, beneficiaries and dependants.

### **Interpretation**

196 A reference in this deed to:

- a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
- a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- a person includes the legal personal representatives, successors and assigns of that person;
- any body which no longer exists or has been reconstituted, renamed, replaced or whose powers and functions have been removed or transferred to another body or agency, whether expressly or impliedly, is a reference to the body which most closely serves the purpose or objects of the first-mentioned body;
- a clause, schedule or appendix is reference to a clause, schedule or appendix in or to this deed;
- this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- the singular includes the plural and vice versa; and
- a gender includes the other gender.

**Proper law**

197 This deed is governed by the law of Victoria. The parties consent to the exercise of jurisdiction by the courts of that place.

# **JM Browne Superannuation Fund**

## **Schedule 1 to this deed**

### **Date deed established**

30 April 2014

### **Name and address and ACN of trustee**

Jenbro Super Pty. Ltd., ACN 169311013  
8 Pretty Valley Grove  
South Morang, VIC 3752

### **Name and address of members**

Jennifer Michelle Browne  
8 Pretty Valley Grove  
South Morang, VIC 3752

### **Name of person establishing the fund (Principal)**

Jennifer Michelle Browne  
8 Pretty Valley Grove  
South Morang, VIC 3752



*{The fields in all of the following schedules to this deed are left intentionally 'blank' as the schedules are to be used as 'pro-forma' documents if the fund wishes to add members etc. in the future. These schedules are to be bound in and form part of this Deed.}*

## Schedule 2 to this deed

### Application to become a Member

This Application Form contains your Death Benefit Nomination and undertakings which must be made by you. It is also accompanied by the Product Disclosure Statement relevant to the fund contained in Annexure A.

### Part 1 Application and Undertakings

- I apply to become an [*Either* initial *Or* additional] member of this fund under the trust deed.
- I make each of the following undertakings:
  - [*Either* I am not in an employment relationship with another member. *Or* I am not in an employment relationship with another member who is not a relative of mine.]
  - I am not a disqualified person under superannuation law from being a [*Either* trustee *Or* director of the trustee] of the fund.
  - I will comply with the trust deed.
  - Upon request, I will fully disclose in writing any information required by the trustee in respect of my membership of the fund. This includes disclosing:
    - Any circumstance which may lead to my entering into an employment relationship with any other member of the fund who is not also a relative of mine.
    - That I may become disqualified under superannuation law from being a [*Either* trustee *Or* director of the trustee] of the fund.
    - Any information in relation to my medical condition.
  - I will act as a [*Either* trustee *Or* director of the trustee] of the fund.
  - I understand the trust deed, particularly its terms concerning the benefits payable under it, and I have read and understood the attached Product Disclosure Statement, annexed and marked 'A'.
  - I have read and understand the prescribed information relating to the collection of Tax File Numbers by the trustees of superannuation funds.

I attach a completed ATO Individual Tax File Number Notification form.

Applicant name [Insert applicant's name]  
 Applicant address [Insert applicant's address]  
 Applicant occupation [Insert applicant's occupation]  
 Date of birth [Insert applicant's date of birth]  
 Applicant place of birth [Insert applicant's place of birth]

**Part 2: Death Benefit: Beneficiary Nomination**

*If death benefit nomination is to be binding* This is a binding death benefit notice. By completing and signing it you are requiring the trustee to provide any benefit payable on or after your death to the person or persons you mentioned in this notice, being one or more dependants or your legal personal representative. *Or If death benefit notice is to be non binding* This is a direction to the trustee as to how to apportion any benefit payable on your death. It is a non binding death benefit notice and the trustee retains the discretion as to how to apply any benefit payable on your death.

I direct [*Either* the trustees *Or* the directors of the trustee] that the person[s] named in the following table [are/is] to receive the proportions specified in that table of the benefit that is payable if I die.

Person	Relationship to member	Proportion of death benefit
[Insert beneficiary's name]  [Add rows to table as required]	[Insert beneficiary's relationship to member]	[Insert proportion of the death benefit to be paid to this person] %

*[If death benefit nomination is to be binding* (Please note, that this beneficiary direction is valid for only 3 years.)]

Signed by the applicant: \_\_\_\_\_

Date: \_\_\_\_\_

[Insert member's name]

[If the death benefit is not binding

Witness: \_\_\_\_\_ Name: \_\_\_\_\_

Or

If the death benefit is to be binding The following persons declare that:

- they are 18 years of age or older;
- they are not persons otherwise mentioned in this notice; and
- this form was signed by or on behalf of the member in their presence.

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

Witness name: \_\_\_\_\_ Witness name: \_\_\_\_\_

**First Notice: The types of death benefit arrangements and the order in which they take effect**

The Fund's Deed allows three types of death benefit payment arrangements. They, and the order in which they take effect, are as follows:

- **death benefit agreement** — which binds the trustee and which does not expire, see clauses 97 and 98;
- **binding death benefit notices or binding nomination forms** — which bind the trustee but which expire after 3 years or earlier if replaced or revoked; and
- **non-binding nomination forms** — which do not bind the trustee but which do not expire until replaced or revoked.

**Death benefit agreements take priority over binding death benefit notices and non-binding nomination forms.**

**What you need to consider**

When you, as a member, are considering signing a binding death benefit notice or a non-binding nomination form it is important to consider that:

- a death benefit agreement *takes priority* over any binding death benefit notice or any non-binding nomination form;
- to the extent permitted by superannuation law, the trustee must pay or apply the relevant benefit in accordance with the death benefit agreement. Therefore if you sign a binding death benefit notice or a non-binding nomination form, then they will have no effect on any earlier or later death benefit agreement that you sign; and
- if any part of a death benefit agreement is invalid, then the trustee (as required by the Fund's deed) will pay or apply the "invalid" part of the death benefit in accordance with any binding death benefit notice, or by reference to any non-binding nomination form, you have signed.

**Second Notice: Consistency of death benefit arrangements with pension terms**

It is important to consider how any death benefit nomination or death benefit agreement interacts with the arrangements for payment of a pension to a reversionary beneficiary. The terms of the pension, and the terms of the death benefit nomination or death benefit agreement should be considered together.

For instance, if the pension terms require an automatic reversionary pension, then the death benefit nomination or death benefit agreement has no effect in relation to that pension. If the member wants to ensure all these arrangements – under pension terms, a death benefit nomination or death benefit agreement – are consistent, or to deliberately vary from one to the other, then careful drafting is required and the member should seek professional advice.

**Annexure A to Application to become a member**

***[Here you need to attach the Product Disclosure Statement from Schedule 6.]***

## **Schedule 3 to this deed**

### **Application to become Participating Employer**

*[Insert name and address, and ACN if applicable, of applicant]* applies to become a participating employer in the JM Browne Superannuation Fund. The applicant agrees to comply with the trust deed.

Signed by the applicant's authorised officer

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Name of authorised officer]*

### **Annexure A to Application to become Participating Employer**

***[Here you need to attach the Product Disclosure Statement from Schedule 6.]***

## **Schedule 4 to this deed**

### **Application to become an Employer-Sponsor**

This Application form is accompanied by the Product Disclosure Statement relevant to the fund contained in Annexure A.

*[Insert name and address, and ACN if applicable, of applicant]* applies to become an employer-sponsor of the *[name of fund]*. The applicant agrees to comply with the trust deed.

Signed by the applicant's authorised officer

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Name of authorised officer]*

### **Annexure A to Application to become an Employer-Sponsor**

***[Here you need to attach the Product Disclosure Statement from Schedule 6.]***



## Schedule 5 to this deed

### Application to become a member (if member is a minor)

This Application Form contains your Death Benefit Nomination and undertakings which must be made by you. It is also accompanied by the Product Disclosure Statement relevant to the fund contained in Annexure A.

#### Part 1 Application and undertakings

- I apply, as the parent or guardian of, and on behalf of, the person listed below (**Applicant**), that the Applicant become an initial member of this fund under the trust deed.
- I make each of the following undertakings:
  - [Either The Applicant is not in an employment relationship with another member. Or The Applicant is not in an employment relationship with another member who is not a relative of the Applicant.]
  - I am not disqualified under superannuation law from being a [Either trustee Or director of the trustee] of the fund.
  - I will comply with the trust deed.
  - Upon request, I will fully disclose in writing any information required by the trustee in respect of the Applicant's my membership of the fund. This includes disclosing:
    - Any circumstance which may lead to the Applicant entering into an employment relationship with any other member of the fund who is not also a relative of the Applicant.
    - That I may become disqualified under superannuation law from being a [Either trustee Or director of the trustee] of the fund.
    - Any information in relation to the Applicant's medical condition.

*[If the parent or guardian is NOT also separate member of the fund in their own right, then]*

- [Either I will act as a trustee of the fund. Or I will act as a director of the trustee of the fund.]

*[If the parent or guardian IS a separate member of the fund, then]*

- [Either I am a member of the fund myself and I will act as a trustee of the fund. Or I am a member of the fund myself and will act as a director of the trustee of the fund.]
- I understand the trust deed, particularly its terms concerning the benefits payable under it, and I have read and understood the attached Product Disclosure Statement, annexed and marked 'A'.
- I have read and understand the prescribed information relating to the collection of Tax File Numbers by the trustees of superannuation funds.

In consideration of the Applicant's status as a minor, I have not attached a completed ATO Individual Tax File Number Notification form.

Applicant name	[Insert applicant's name]
Applicant address	[Insert applicant's address]
Applicant occupation	[Insert applicant's occupation]
Date of birth	[Insert applicant's date of birth]
Applicant place of birth	[Insert applicant's place of birth]
Parent or guardian name	[Insert parent or guardian's name]
Parent or guardian address	[Insert parent or guardian's address]
Parent or guardian date of birth	[Insert parent or guardian's date of birth]
Parent or guardian place of birth	[Insert parent or guardian's place of birth]

**Part 2: Death Benefit: Beneficiary Nomination**

*If death benefit nomination is to be binding* This is a binding death benefit notice. By completing and signing it you are requiring the trustee to provide any benefit payable on or after the Applicant's death to the person or persons you mentioned in this notice, being one or more of the Applicant's dependants or the Applicant's legal personal representative. *Or If death benefit notice is to be non binding* This is a direction to the trustee as to how to apportion any benefit payable on the Applicant's death. It is a non binding death benefit notice and the trustee retains the discretion as to how to apply any benefit payable on the Applicant's death.

On behalf of the Applicant, I direct [*Either* the trustees *Or* the directors of the trustee] that the person[s] named in the following table [are/is] to receive the proportions specified in that table of the benefit that is payable if I die.

Person	Relationship to member	Proportion of death benefit
[Insert beneficiary's name]	[Insert beneficiary's relationship to member]	[Insert proportion of the death benefit to be paid to this person] %
[Add rows to table as required]		

*If the death beneficiary nomination is binding* (Please note that this beneficiary direction is valid for only 3 years.)

Signed by the  
parent/guardian: \_\_\_\_\_

Date: \_\_\_\_\_

[Insert parent or guardian's name]

[If the death benefit is not binding]

Witness: \_\_\_\_\_ Name: \_\_\_\_\_

Or

*If the death benefit is to be binding* The following persons declare that:

- they are 18 years of age or older;
- they are not persons otherwise mentioned in this notice; and
- this form was signed by or on behalf of the member in their presence.

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

Witness name: \_\_\_\_\_ Witness name: \_\_\_\_\_

Witness name: \_\_\_\_\_ Witness name: \_\_\_\_\_

**First Notice: The types of death benefit arrangements and the order in which they take effect**

The Fund's Deed allows three types of death benefit payment arrangements. They, and the order in which they take effect, are as follows:

- **death benefit agreement** — which binds the trustee and which does not expire, see clauses 97 and 98;
- **binding death benefit notices or binding nomination forms** — which bind the trustee but which expire after 3 years or earlier if replaced or revoked; and
- **non-binding nomination forms** — which do not bind the trustee but which do not expire until replaced or revoked.

***Death benefit agreements take priority over binding death benefit notices and non-binding nomination forms.***

### **What you need to consider**

When you, as a member, are considering signing a binding death benefit notice or a non-binding nomination form it is important to consider that:

- a death benefit agreement *takes priority* over any binding death benefit notice or any non-binding nomination form;
- to the extent permitted by superannuation law, the trustee must pay or apply the relevant benefit in accordance with the death benefit agreement. Therefore if you sign a binding death benefit notice or a non-binding nomination form, then they will have no effect on any earlier or later death benefit agreement that you sign; and
- if any part of a death benefit agreement is invalid, then the trustee (as required by the Fund's deed) will pay or apply the "invalid" part of the death benefit in accordance with any binding death benefit notice, or by reference to any non-binding nomination form, you have signed.

### **Second Notice: Consistency of death benefit arrangements with pension terms**

It is important to consider how any death benefit nomination or death benefit agreement interacts with the arrangements for payment of a pension to a reversionary beneficiary. The terms of the pension, and the terms of the death benefit nomination or death benefit agreement should be considered together.

For instance, if the pension terms require an automatic reversionary pension, then the death benefit nomination or death benefit agreement has no effect in relation to that pension. If the member wants to ensure all these arrangements – under pension terms, a death benefit nomination or death benefit agreement – are consistent, or to deliberately vary from one to the other, then careful drafting is required and the member should seek professional advice.

**Annexure A to Application to become a Member (where member is a minor)**

***[Here you need to attach the Product Disclosure Statement from Schedule 6.]***

## Schedule 6 to this deed

### Form of Product Disclosure Statement

## Product Disclosure Statement

### JM Browne Superannuation Fund

[Date]

[Name of member]

[Address of member]

[Contact details of member – PDS may be sent by email, fax or post]

[Name of trustee or trustees]

[Address]

[Contact details]

**The details of the Product Disclosure Statement (PDS) start on the next page. Attach that page and the following pages of the PDS to the Member Application form and to any Employer-Sponsor Application form.**

### Introduction

This PDS contains a summary of the important provisions of the fund's deed and the effects which those provisions may have on you. The *Corporations Act* requires that you be given this PDS within 3 months after you become a member of the fund.

If you have any questions at any time, you should refer those to the trustee. However, the trustee can only provide you with information – so you will need to seek your own legal, accounting and financial advice.

Terms which are capitalised in this PDS are either defined in the fund's deed or are contained in Schedule 1.

### You should consider getting professional advice about the fund

Your decision to become a member of the fund is important and involves issues including retirement planning, estate planning, taxation, and social security. The trustee strongly recommends that you consider consulting an appropriately qualified adviser before you decide to become a member or to have contributions made to the fund on your behalf.

This PDS is prepared for your general information only and is not, and is not intended to be, a recommendation to become a member of the fund. This PDS does not take into account your investment objectives, financial situation or retirement planning needs. You should not base a decision whether to become a member solely on the information in this PDS. You need to consider,

and obtain advice on, the suitability of the fund in view of your investment objectives, financial situation and retirement planning needs.

## **Information about your potential benefits**

### **1 Details of potential lump sum benefits**

#### **1.1 On your retirement**

On your retirement, you will become entitled to a lump sum benefit, equal to the amount in your Accumulation Account on your retirement. As the definition of retirement in Schedule 1 suggests, there will be some circumstances in which you will become entitled to payment of a retirement benefit while you are still employed or when you retire and have reached the relevant Preservation Age. Your trustee will be able to advise you further in this regard at the relevant time.

#### **1.2 Total and permanent disability**

If you become totally and permanently disabled, you may become entitled to a lump sum benefit from your Accumulation Account. Your trustee will be able to advise you further in this regard at the relevant time.

#### **1.3 Temporary total disability**

If you become totally disabled temporarily, you may become entitled to payment of a pension or annuity representing the amount:

- decided by the trustee, provided it does not infringe the limit set out in the superannuation law; or
- payable to the trustee under an insurance policy which the trustee may have purchased and which covers the disability you suffer. (Premiums for these insurance policies are generally paid by the trustee from your Accumulation Account but may be paid out of other Accounts of the fund (such as the Income Account)).

## 1.4 On death

On your death, the trustee may choose to or may be required to pay a pension or lump sum benefit from your Accumulation Account and any pension account to the persons named in your 'Death Benefit: Beneficiary Nomination' (which is on your Application for Membership) or to your dependants. The trustee may have also taken out a life insurance policy for you which may also entitle your dependants, or some other person, to a pension or lump sum benefit. Your 'Death Benefit: Beneficiary Nomination' can be binding or non-binding on the trustee (you can choose). Binding nominations need to be renewed every 3 years.

To overcome the requirement to renew binding nominations every 3 years, you can also choose to implement a 'death benefit agreement' under the fund's deed. The form of death benefit agreement is set out in Schedule 7 to the fund's deed.

Your death benefits will also include any residue in a pension account previously established for you, unless the arrangements in respect of that pension are that the pension will revert on your death to a Pension Dependant.

Generally speaking, you should seek professional advice concerning what plans need to be made in respect of your death benefits and what options are available to you.

The Deed provides for:

- **death benefit agreements** (which binds the trustee and which do not expire, see clauses 97 and 98);
- **binding death benefit notices** (which bind the trustee but which expire after 3 years or earlier if replaced or revoked); and
- **non-binding nomination forms** (which do not bind the trustee and which do not expire until replaced or revoked).

***Death benefit agreements take priority over binding death benefit notices and non-binding nomination forms.***

### **What you need to consider**

When you, as a member, are considering signing a death benefit agreement, a binding death benefit notice or a non-binding nomination form it is important to consider that:

- a death benefit agreement *takes priority* over any binding death benefit notice or any non-binding nomination form;
- to the extent permitted by superannuation law, the trustee must pay or apply the relevant benefit in accordance with the death benefit agreement. Therefore if you sign a binding death benefit notice or a non-binding nomination form, then they will have no effect on any earlier or later death benefit agreement that you sign; and
- if any part of a death benefit agreement is invalid, then the trustee (as required by the fund's deed) will pay or apply the "invalid" part of the death benefit in accordance with any binding death benefit notice, or by reference to any non-binding nomination form, you have signed.



## 1.5 Other circumstances

'Severe Financial Hardship' – in the case of severe financial hardship, you may be able to apply to have all benefits owing to you, paid to you by the trustee. There are certain conditions to be met and the benefits can only be paid to you to meet expenses in the nature of treatment of life-threatening illnesses, prevention of foreclosure under a mortgage, medical transport costs, palliative care costs and so on.

## 2 Details of potential income benefits

### *Income benefits where you retire or reach your preservation age*

When you become entitled to payment of a **lump sum benefit**, the trustee may allow you to choose to receive that lump sum in the form of regularly paid income. This is called a pension. The fund can only provide you with an 'account-based pension'.

The rules for an 'account-based pension' include:

- **Minimum annual amount:** a minimum amount of the capital funding the pension must be paid to the pensioner each year. The minimum, which is expressed as a percentage of the capital, is determined by reference to the pensioner's age. You should speak to your adviser about relief from minimum pension payment amounts as the government does provide relief from time to time.
- **No maximum:** there will be no maximum amount that can be paid in a year, reflecting the fact that pensions and lump sums will be taxed in the same way. RBLs do not apply from 1 July 2007.
- **But a maximum for transition to retirement pensions:** pensioners being paid a transition to retirement pension will only be able to be paid a maximum of 10% of the capital per annum.
- **Transfer on death:** on death, the pension may only be transferred to a Pension Dependant or cashed as a lump sum to the pensioner's dependants or estate.

### ***Existing pensions***

If this PDS is being provided as a consequence of an update to the fund's existing deed, and the fund is presently paying you a pension, then:

- the pension will be deemed to meet the current rules provided that it was commenced before 20 September 2007 in accordance with the rules that applied at that time;
- if the pension is a complying pension (such as a life pension) then it will only be able to be terminated pursuant to the rules as they were in force before 1 July 2007; and
- if the pension is an allocated pension then it may be transferred to an 'account-based' pension without having to first be commuted.

### ***Social Security Eligibility***

Your eligibility for a government age pension is means tested.

The assets test reduces the amount of any aged pension payments to which a member may be eligible by \$1.50 per fortnight for every \$1,000 of the member's assets. This will

give you a part pension, which will reduce to zero once your assets reach the amount set out in the current asset tables specified by the Government. The current asset tables are available [here](#).

***Income benefits where you may not have retired but you have reached your preservation age.***

In some circumstances, you may be able to be paid a pension before you actually retire but after you have reached your preservation age. In the fund's deed these are referred to as 'Transition to retirement pensions'.

**2.1 Transition to retirement pensions**

Once you reach your preservation age you may still be restricted from accessing your superannuation benefits (because, for instance, you may not have retired). However, once you reach your preservation age you may access a non-commutable pension, or what the fund's deed refers to as a transition to retirement pension.

So you may receive an 'account-based' pension as a 'transition to retirement pension', but additional restrictions apply if you want to commute (or cash out) that pension. Essentially the transition to retirement pensions are 'non-commutable' but there are some very limited exceptions. If you are interested in a transition to retirement pension, you should discuss this in detail with the trustee before requesting the payment of such a pension.

**3 Taxation of benefits**

**3.1 Seek advice**

This section is general only. You must seek professional advice concerning your own circumstances and how tax will impact on your participation in the fund and on amounts payable to you.

**3.2 Benefits paid to you**

Superannuation benefits paid to persons **aged less than 60** are taxed as follows:

- **Lump sum benefits** have two components: an exempt component and a taxed component. The exempt component is tax free (it includes amounts such as pre-1983 contributions and undeducted contributions). The taxed component is tax free up to a low rate threshold (initially in 2008-2009 \$145,000, in 2010-2011 \$160,000, in 2011-2012 \$165,000, in 2012-2013 \$175,000). After that threshold, it is taxed at 16.5% (incl Medicare levy) — except where the recipient is aged less than 55, in which case the whole taxed component is taxed at 21.5% (incl Medicare levy).
- **Pension benefits** are taxed in a similar manner to lump sums at the moment, though overall tax can be less in some circumstances. Once the recipient turns 60, the pension is tax free.
- **Proportional drawdown:** In both cases, payments are deemed to include both exempt and taxable components, paid in proportion to the amount these components constitute of the recipient's total benefit.

### 3.3 Death benefits

Benefits paid in the event of your death are taxed as follows:

- **Lump sum benefits** to a member's dependant are tax free, as long as they are also a death benefits dependant as defined in section 302-195 of the ITAA97. Lump sum benefits paid to a dependant (who is not a death benefits dependant for ITAA97 purposes) have the taxable component taxed at 16.5% (incl Medicare levy).
- **Reversionary pensions** are taxed according to the age of the primary and reversionary beneficiaries. If the primary beneficiary was aged 60 or over at the time of death, then the payments to the reversionary will be tax free. If the primary beneficiary was aged less than 60, then the payments will be taxed at the reversionary beneficiary's marginal tax rate until the reversionary turns 60 (then it will be tax-free). However, a reversionary pension will only be payable to a Pension Dependant. Also a pension paid to a Pension Dependant who is a child will have to be cashed to a lump sum when the child turns 25 (unless they're permanently disabled).
- Pensions can only revert to a Pension Dependant: simply being a dependant is not sufficient. Therefore, these benefits must be paid as a lump sum to a dependant or the member's estate.

## Information about risks associated with the fund

### 4 Details of risks: General

The assets of the fund must be invested in accordance with an appropriate investment strategy as devised by the trustee. Although the trustee decides on an investment strategy aimed at increasing the value of the fund's assets, this value can be reduced by movements in the underlying value of the fund's assets, for instances movement in share or property prices. This may mean the value of the assets held in the fund for your benefit, or to pay you a pension, may be reduced. Indeed, if the performance of the fund's assets is very poor, the value of the assets held in the fund for your benefit, or to pay you a pension, may be less than the value of the contributions made to the fund on your behalf. Poor investment performance may also affect the trustee's capacity to make payments to you or to sustain the level of payments made to you. More information about risks associated with the fund borrowing in order to invest are set out under "Investment of fund assets" at paragraph 10 below.

If you choose to receive a pension then the amounts you receive are calculated by reference to the value of the assets in the fund. Therefore, if the value of the assets decreases, there may be a corresponding decrease in benefit or pension amounts payable to you and you effectively bear the risk associated with potentially poor investment performance of those assets. Broadly speaking, 100% of the amount used to fund the pension will be taken into account for the aged pension means test.

Finally, if a benefit payable to you is commuted so that the trustee may purchase:

- an annuity from a third party (such as a life assurance company), then you will have a regular income stream and the associated risk will be born by the third party; or

- an 'account-based' pension from a third party (such as a life assurance company), then the situation is the same as for an 'account-based' pension from the trustee and you effectively bear the risk associated with the variations in the value of the assets which fund the pension.

## **5 Regulatory Risk**

The fund is a self-managed superannuation fund regulated by the ATO. As a member, you will also have to be a trustee, or a director of the corporate trustee. These persons are responsible for ensuring the fund complies with all relevant superannuation laws, as enforced by the ATO.

Serious consequences flow if the fund is operated in a manner inconsistent with these rules. The consequences include prosecution by the ATO or a determination by the ATO that the fund is non-complying, with the result that the concessional tax treatment of the fund ends.

You must ensure that you are familiar with, and understand these rules. If you are not confident of this, then you should seek professional advice as to whether you will be in a position to comply with these obligations on joining the fund as a member.

## **Information about amounts paid to the fund for or by you**

### **6 Contributions**

If you have an employer, who is an Employer-Sponsor or a Participating Employer of the fund, then they must contribute a certain portion of your income to the fund. In this situation, contributions made personally by you are unlikely to be deductible for taxation purposes although if you are on a smaller wage, you may be entitled to a co-contribution from the Federal Government (that is, the Government will match your payments to set units in certain circumstances which are described generally under "Superannuation co-contributions" below).

If you are unemployed or self-employed, then you may make contributions to the fund yourself. These contributions are deductible for tax purposes, subject to the caps discussed immediately below.

Alternatively you may make contributions, or another person may make contributions on your behalf.

#### **Superannuation co-contributions**

You will be eligible to receive a co-contribution from the Federal Government if you satisfy the following criteria:

- you make a personal super contribution by 30 June of a financial year;
- your total income is less than the prescribed amount (\$61,920 for the 2011-2012 financial year). The Government has announced that it will freeze this amount for the 2012 to 2013 financial year– for updates on this announcement see the ATO's Updates [here](#));
- 10% of your income is from employment sources, such as an employer or running your own business;
- you are 71 years or younger; and
- you lodge your income tax return.

If you are eligible, the Federal Government will match the value of your personal super contributions up to certain thresholds, which can be found [here](#).

**Tax on concessional contributions:** A tax of 15% applies to superannuation contributions by individuals who receive an annual income up to \$300,000. From 1 July 2012, if an individual's income is \$300,000 or greater, the tax levied on their contributions is 30%. You should seek advice concerning what amounts are included in your income for the purposes of this assessment.

**Caps on concessional contributions:** This paragraph sets out the cap for the 2013-2014 financial year. You may make, or have made on your behalf, up to \$25,000 in concessional contributions (they used to be referred to as 'deductible contributions') in a year across all of your superannuation accounts. Concessional contributions are taxed at 15%. Members aged 50 years or over in the 5 years from 1 July 2007 (and who are eligible to contribute to super) may make, or have made on their behalf, up to \$50,000 per annum in concessional contributions for the 2009-2010, 2010-2011 and 2011-2012 financial years. These concessional contributions are only available until 30 June 2012, after which date the figure will revert to \$25,000 for all taxpayers. From 1 July 2013, members aged 59 years or over as at 30 June 2013 (and who are eligible to contribute to super) may make, or have made on their behalf, up to \$35,000 per annum in concessional contributions. From 1 July 2014, members aged 49 years or over as at 30 June 2014 (and who are eligible to contribute to super) may make, or have made on their behalf, up to \$35,000 in concessional contributions. Generally, concessional contributions can only be made by employers or persons who are self-employed.

From 1 July 2013, members who exceed their concessional contributions cap will be able to withdraw any excess concessional contributions from the fund and have the excess amount taxed at the member's marginal tax rate (plus an interest charge for the late payment of income tax).

**Caps on non-concessional contributions:** This paragraph sets out the cap for the 2012-2013 financial year and the cap may then be indexed from year to year (you will need to check this at the relevant time). You are entitled to make up to \$150,000 in non-concessional contributions (they used to be referred to as 'non-deductible contributions' and are contributions that are made from money on which you have already paid applicable income tax) in a year across all of your superannuation accounts.

In addition, if you are under 65 and eligible to contribute to super, then you may bring forward two years of contributions and contribute \$450,000 of non-concessional contributions in one year, and not make any contributions for the following two years.

### **Contributions-splitting**

Spouses may split superannuation contributions between them. Contributions-splitting allows members to ask the trustee to transfer certain contributions made after 1 January 2006 (**Splittable contributions**) made in respect of the member to the superannuation fund, or account of that member's spouse.

The contributions splitting applications must be lodged with the fund by 30 June in the financial year.

At present, the split can only take place in respect of splittable contributions made in the previous financial year.

## **Information about amounts deducted from the fund**

## **7 Debits from your Accumulation and Pension Accounts**

The trustee can make deductions from your Accumulation or Pension Accounts to, for example, meet the fund's expenses, to pay taxes (or to set aside for anticipated taxes), to pay for an insurance policy or Annuity premiums or to pay an amount from your Pension Account to your Accumulation Account or vice versa.

## **8 Other application of income**

The trustee also:

- maintains an income account: This is a general account of the fund and does not relate to a specific member. Amounts such as the income and profits of the fund or proceeds of insurance policies (which the trustee decides not to pay to a member or beneficiary) are paid into this account. From this income account the trustee can make payments to your Accumulation Account, but it may also make deductions from the income account to:
  - pay the expenses of the fund;
  - pay taxes due and payable, or likely to become due and payable;
  - pay costs of insurance policies;
  - meet losses suffered on disposal of an asset of the fund and so on.
- may maintain an Equalisation Account: This is also a general account of the fund. The trustee may decide to pay amounts into this account to:
  - smooth the investment earnings of the fund (that is, to even out years of good growth and performance with years of poor growth and performance);
  - provide for tax liabilities;
  - pay fund expenses;
  - otherwise provide for contingencies of the fund.

The trustee is not permitted to charge fees in relation to the services it provides to the fund.

## **Other significant information about the fund**

### **9 Preservation Age**

Set out below are the Preservation Ages relevant to members of the fund:

- for a person born before 1 July 1960 – 55 years
- for a person born during the year 1 July 1960 to 30 June 1961 – 56 years
- for a person born during the year 1 July 1961 to 30 June 1962 – 57 years
- for a person born during the year 1 July 1962 to 30 June 1963 – 58 years
- for a person born during the year 1 July 1963 to 30 June 1964 – 59 years
- for a person born after 30 June 1964 – 60 years.

### **10 Investment of fund assets**

The trustee is permitted to make a wide range of investments provided that they accord with the trustee's investment strategy. The trustee is required to establish an investment strategy or strategies, outlining how the assets of the fund will be invested. The trustee

can alter the strategy or strategies provided they remain appropriate. If the trustee offers more than one strategy, you may choose the appropriate strategy but you cannot choose the investments the trustee is to make within the strategy.

The trustee cannot loan money from the fund to a member or a member's relative.

The trustee may borrow money to make any investment — but only in restricted circumstances. In such cases:

- the only fund asset that may be used as security for the borrowing is the asset that the fund is acquiring with the borrowed money;
- the asset acquired must be an asset which the fund could ordinarily and lawfully acquire (for example, the fund is prohibited from acquiring assets which do not satisfy the sole purpose test in section 62 of the SIS Act – this stays the same even though the fund is borrowing to acquire the asset);
- the terms on which the asset is acquired must meet strict requirements set out in superannuation law.

The risks associated with any investment (as described generally under "Details of risks: General" at paragraph 4 above) increase when made using borrowed money. You should always obtain professional advice before making any such investment.

## **11 Valuation of fund assets**

The Trustee will ensure that the fund's assets are valued at their market value. Market value has the same meaning as in the SIS Act.

## **12 Taxation**

### **12.1 Income of the fund**

For tax purposes, the fund's income is divided into 2 components:

- Special Component: which includes the fund's special income (income such as private company distributions, non arms-length income, trust distributions), reduced by tax deductions relating to that special income.
- Standard Component: which is the total of all fund income, less the Special Component.

The Standard Component is taxed at the concessional rate of 15% in the hands of the trustee. The Special Component is taxed at the rate of 45%.

### **12.2 Pension earnings**

Generally, while you are alive the fund will not have to pay income tax on income or capital gains attributable to the assets in your pension account.

### **12.3 Contributions**

Contributions to the fund (made by your employer, yourself, your spouse, etc) are generally treated as contributions of capital and will not be included in the fund's Income. However, if the person making a contribution is entitled to a tax deduction in relation to that contribution, then the contribution will usually be treated as fund Income and will be taxed as outlined in paragraph 12.1 above.

Information about the deductibility of contributions is in paragraph 6 above.

#### 12.4 Surcharge on High Income Earners

With effect from 1 July 2005 the superannuation contributions surcharge was abolished in respect of all contributions made **on or after 1 July 2005**. However it still applies to contributions made before that date. From 1 July 2012 individuals with income of \$300,000 or more will be subject to a contributions tax of 30% on concessional contributions made to superannuation. You should seek advice concerning what amounts are included in your income for the purposes of this assessment.

#### 12.5 Low Income Spouse Rebate

If a person makes a contribution on behalf of a member who is their low income (or no income) spouse, the person making the contribution may be entitled to a tax rebate.

<b>Spouse's Assessable Income (AI)</b>	<b>Maximum Rebatable Contributions (MRC)</b>	<b>Maximum Rebate (18% of the lesser of)</b>
\$0 - \$10,800	\$3,000	MRC or actual contributions
\$10,801 to \$13,799	\$3,000 – (AI - \$10,800)	MRC or actual contributions
\$13,800	\$0	\$0

For example, if the spouse's assessable income is \$5,000, the maximum amount of contributions which are rebatable is \$3,000. If actual contributions were \$2,700, then the rebate would be  $18\% \times \$2,700 = \$486$ .

The current low-income spouse rebate figures, and other key superannuation rates, can be confirmed at:

<http://www.ato.gov.au/super/content.asp?doc=/content/60489.htm&mnu=26961&mfp=001/006>; and

<http://www.ato.gov.au/individuals/content.asp?doc=/content/19144.htm>.



### **13 Insurance**

As part of its investment strategy, the trustee will consider whether to hold a contract of insurance that provides insurance cover for one or more members of the fund.

### **14 The fund deed**

The fund deed is written in plain English. Provisions that are not relevant to the particular fund of which you are a member have been excluded. For example, if individuals are trustees of the fund, then all provisions relevant to a company being a trustee of the fund have been removed. Therefore, if a company is later appointed as trustee, the fund deed will have to be varied to include the relevant provisions.

You should read the trust deed and seek professional advice if you do not understand it.

### **15 Other considerations concerning investments made by the fund**

The trustee is required to inform you of whether labour standards or environmental, social or ethical considerations are, or will be, taken into account when the trustee selects, retains or realises an investment. At this stage, the trustee does not take any such considerations into account. However, the trustee is obviously free to incorporate this into its investment strategy if it sees fit.

### **16 Contacting the trustee for additional information**

If at any time you require further information including information concerning the fund, the fund deed, the fund's performance or your rights as a member, you can contact the trustee using the contact details at the beginning of this PDS.

# Product Disclosure Statement – Schedule 1

## Definitions

Where a term is capitalised in this PDS, the meaning is either explained below or is explained in the trust deed:

**Accumulation Account** means the account established for you by the trustee. Each member of the fund has an Accumulation Account, into which are paid that member's contributions or contributions made on behalf of that member, as well as other amounts specific to that member (such as the proceeds of an insurance policy taken out by the trustee for your benefit).

**Annuity** means what it means under superannuation law. Essentially, it refers to a financial product which is purchased by providing a lump sum (capital) to the financial product supplier who undertakes to pay you an income for a specified time. Unlike a pension, the capital disappears when you purchase the annuity and you receive a contractual right to receive income.

**Commute** has the same meaning as under superannuation law. Generally, it refers to when a right to receive a **regular payment** (like pension or annuity payments) is converted into the right to receive a **lump sum payment**.

**Dependant** – in relation to a member, former member or beneficiary (the 'primary person'), means each of the following:

- the spouse or widow or widower of that primary person.
- any child of that primary person, including a person who, in the trustee's opinion, is or was actually maintained by the primary person as the child of the primary person.
- any person with whom the primary person has an interdependency relationship.
- any other person who, in the trustee's opinion, was substantially dependent on the primary person at the relevant time.

**Pension** refers to a financial product which is purchased by providing a lump sum (capital) to the financial product supplier, who invests the lump sum, manages that investment, and pays you a regular income from the proceeds of those investments. As well as paying you the proceeds of the investments, the financial product supplier may include in your payments part of the initial capital you contributed.

**Pension Dependant** means a dependant of a member to whom a pension may be paid on the member's death, as defined by regulation 6.21(2A) of the SIS Regulations.

**Preservation Age** means what it means under superannuation law. Essentially it is the minimum age after which your benefit arising from a preserved payment may be paid to you. Those ages are set out in paragraph 9 above.

**Preserved Payment** means a payment made to the fund which is required to be preserved under superannuation law if the fund is to be a complying superannuation fund.

**Retirement** occurs:

- if you have reached a Preservation Age less than 60, and
  - an arrangement under which you were gainfully employed comes to an end; and

- the trustee is reasonably satisfied that you never intend to become gainfully employed (either full time or part time); or
- if you have reached age 60 and an arrangement under which you were gainfully employed has come to an end and either of the following circumstances apply;
  - you have attained that age on or before ending employment; or
  - the trustee is reasonably satisfied that you never intend to become gainfully employed (either full time or part time).

**Superannuation Contributions Surcharge** means an amount which you may be liable to pay if your taxable income is greater than the relevant superannuation surcharge level for a year of income.

## Schedule 7 to this deed

### Death Benefit Agreement – JM Browne Superannuation Fund (Fund)

- 1 This Agreement, executed as a deed, is between the Fund's trustee listed below and the Fund's member listed below.
- 2 This Agreement is an addition to the "Superannuation Trust Deed for a Self-Managed Fund" for the Fund (**Deed**). It has effect in the way described in Part H of that Deed. This Agreement is not a binding death benefit notice given in accordance with regulation 6.17A of the *Superannuation Industry (Supervision) Regulations*. Therefore:
- 2.1 it continues in force until amended or terminated; and
- 2.2 it does not end after 3 years as binding death benefit notices are required to do by the law.
- 3 On execution, this Agreement forms part of the Deed.
- 4 The member directs the trustee that, on the member's death, the persons named in the following table are to receive the proportion specified in that table of any benefit that is payable:

Person	Relationship to member	Proportion of death benefit
[Insert beneficiary's name]	[Insert beneficiary's relationship to member]	[Insert proportion of the death benefit to be paid to this person] %
[Add rows to table as required]		
Total (which must total to 100%)		100%

- 5 The trustee consents to acting on this direction as evidenced by it executing this Agreement.
- 6 If compliance with superannuation law prevents any part of the benefit being paid to the named person, then that part of the benefit will be dealt with under Part H of the Deed.
- 7 The parties agree that:
- 7.1 the member may terminate this Agreement by serving a notice terminating the Agreement on the trustee;
- 7.2 this Agreement may be replaced by the trustee and the member executing a later death benefit agreement at which time this Agreement terminates; and
- 7.3 this Agreement is not terminated, varied or otherwise affected by any variation to the Fund's Deed from time to time, unless the trustee and the member expressly agree to the contrary.

**[If the Fund's trustee is a company:**

- 8 The details of the trustee are:
- 8.1 Trustee Company Name: .....
  - 8.2 Trustee ACN: .....
  - 8.3 Trustee Address: .....
- .....

- 9 The member is:
- 9.1 Member's name and address: .....
- .....
- .....

***[If the Fund's trustees are individuals:***

- 10 The trustees are:
- 10.1 Trustee 1 Name and address: .....
- .....
- 10.2 Trustee 2 Name and address: .....
- .....
- 10.3 Trustee 3 Name and address: .....
- .....
- 10.4 Trustee 4 Name and address: .....
- .....

- 11 The member is:
- 11.1 Member's name and address: .....
- .....
- .....

**Executed by the parties as a deed:**

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

Signed sealed and delivered by  
[Insert name of member making death benefit  
arrangements]  
in the capacity of member in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of member

\_\_\_\_\_  
Name of witness (please print)

**[If the Fund's trustee is a company and signs under common seal, then it uses this sort of signing clause: ]**

The common seal of [Insert company name]  
ACN [Insert ACM]  
in its capacity as trustee, was affixed in  
accordance with section 127(2) of the  
Corporations Act 2001 (Cwth) in the presence  
of:

\_\_\_\_\_  
Signature of director/Sole director and sole  
company secretary

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director/Sole director and sole  
company secretary (please print)

\_\_\_\_\_  
Name of director/secretary (please print)

**[If the Fund's trustee is a company then use this sort of signing clause: ]**

Executed by  
[Insert company name]  
ACN [Insert ACM] in its capacity as trustee, in  
accordance with section 127(1) of the  
Corporations Act 2001 (Cwth):

\_\_\_\_\_

\_\_\_\_\_  
Signature of director/Sole director and sole  
company secretary

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director/Sole director and sole  
company secretary (please print)

\_\_\_\_\_  
Name of director/secretary (please print)

**[If the Fund's trustees are individuals, then each of them needs one of these signing clauses]**

Signed sealed and delivered by  
[Insert trustee's name]  
in the capacity of trustee in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of trustee

\_\_\_\_\_  
Name of witness (please print)

**First Notice: The types of death benefit arrangements and the order in which they take effect**

The Fund's Deed allows three types of death benefit payment arrangements. They, and the order in which they take effect, are as follows:

- **death benefit agreement** — which binds the trustee and which does not expire, see clauses 97 and 98;
- **binding death benefit notices or binding nomination forms** — which bind the trustee but which expire after 3 years or earlier if replaced or revoked; and
- **non-binding nomination forms** — which do not bind the trustee but which do not expire until replaced or revoked.

**Death benefit agreements take priority over binding death benefit notices and non-binding nomination forms.**

## **What you need to consider**

When you, as a member, are considering signing a binding death benefit notice or a non-binding nomination form it is important to consider that:

- a death benefit agreement *takes priority* over any binding death benefit notice or any non-binding nomination form;
- to the extent permitted by superannuation law, the trustee must pay or apply the relevant benefit in accordance with the death benefit agreement. Therefore if you sign a binding death benefit notice or a non-binding nomination form, then they will have no effect on any earlier or later death benefit agreement that you sign; and
- if any part of a death benefit agreement is invalid, then the trustee (as required by the Fund's deed) will pay or apply the "invalid" part of the death benefit in accordance with any binding death benefit notice, or by reference to any non-binding nomination form, you have signed.

### **Second Notice: Consistency of death benefit arrangements with pension terms**

It is important to consider how any death benefit nomination or death benefit agreement interacts with the arrangements for payment of a pension to a reversionary beneficiary. The terms of the pension, and the terms of the death benefit nomination or death benefit agreement should be considered together.

For instance, if the pension terms require an automatic reversionary pension, then the death benefit nomination or death benefit agreement has no effect in relation to that pension. If the member wants to ensure all these arrangements – under pension terms, a death benefit nomination or death benefit agreement – are consistent, or to deliberately vary from one to the other, then careful drafting is required and the member should seek professional advice.



## Superannuation Trust Deed Definitions

**Annuity** means what it means under superannuation law.

**Approved benefit arrangement** means an arrangement into which or from which assets of the fund can be transferred without a breach of superannuation law. It includes a roll over fund, a complying superannuation fund, an approved deposit fund and an annuity arrangement.

**Approved deposit fund** means a fund which is a complying ADF under the Tax Act.

**Amount standing to the credit** in relation to an accumulation account, includes an amount the trustee decides to pay to that account from the equalisation account (if any).

**Assets** means the cash, investments and other property of the fund held by the trustee (or by a nominee or custodian for the trustee) on the trusts established by or under this deed, including:

- any amount standing to the credit of the fund on or after the date when this deed commences.
- contributions made by a member.
- contributions made by an employer.
- contributions allowed by this deed that are superannuation lawfully made by another person.
- interest, dividends, distributions, profits and other benefits of any kind arising from investments and accumulation of income.
- the proceeds of any annuity or insurance policy effected by the trustee.
- the value of any annuity or insurance policy effected by the trustee.
- money, investments and other property received by the trustee as a roll over payment.
- shortfall components and financial assistance received by the trustee.

**ATO release authority** means a written authority given by the Commissioner of Taxation to the trustee to release funds in accordance with section 292-410 of the Tax Act.

**Beneficiary** means a person immediately and absolutely entitled to a benefit under this deed in respect of a member. It does not include a member except where that member is immediately and absolutely entitled to a benefit under this deed in respect of another member.

**Benefit** means an amount payable out of the fund to or in respect of a member or beneficiary.

**Benefit entitlement** means an amount in the fund which may become payable to a member, dependant or beneficiary, but to which that person has not become absolutely entitled. It includes a contingent right to payment.

**Binding death benefit notice** means a notice given by a member or beneficiary to the trustee in accordance with regulation 6.17A of the SIS Regulations and with this deed.

**Business day** means Monday to Friday excluding public holidays in the state or territory identified in clause 197.

**Business hours** means between 9:00 am and 5:00 pm on a business day.

**Cash** means what it means under superannuation law.

**Complying superannuation fund** means a complying superannuation fund under superannuation law.

**Contributions** means gross contributions made to the fund before tax in accordance with this deed.

**Corporation** means a constitutional corporation under superannuation law.

**Death Benefit Agreement** means all, or that part of, an agreement (in the form set out in Schedule 7 to this deed) describing the trustee's obligations concerning the payment of benefits on a member's death which:

- directs the trustee to pay the benefits to a person to whom those benefits may be paid in accordance with superannuation law;
- has been executed by the trustee and the member; and
- has not later been:
  - terminated by the member; or
  - replaced by a separate death benefit agreement with the agreement of the trustee and the member.

**Dependant**, in relation to a member, former member or beneficiary (the 'primary person'), means each of the following:

- the spouse or widow or widower of that primary person.
- any child of that primary person, including a person who, in the trustee's opinion, is or was actually maintained by the primary person as the child of the primary person.
- any person with whom the primary person has an interdependency relationship.
- any other person who, in the trustee's opinion, was substantially dependent on the primary person at the relevant time.

**Doctor** means a registered medical practitioner.

**Eligible roll over fund** means what it means in Part 24 of the SIS Act.

**Employee** means a person who is an eligible person under superannuation law for the purpose of an employer making contributions in order to avoid a liability for the superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992*.

**Employer** means what it means under superannuation law and includes a participating employer.

**Employment relationship** – an employment relationship exists between 2 persons if any of the following applies:

- one person is an employee of the other within the ordinary meaning of that term, or within the meaning of section 15A of the SIS Act, or is taken to be an employee under superannuation law.
- one person is the trustee of a trust of which the other person, or a relative of the other person, is a beneficiary.
- one person is a member of a partnership in which the other person, or a relative of the other person, is either a partner or a director of a body corporate that is a partner.
- one person is a member of a partnership in which the other person, or a relative of the other person, is a beneficiary of a trust, the trustee of which is a partner.

However, an employment relationship does not exist between 2 persons if superannuation law has the contrary effect.

**Excess contributions** means contributions by or on behalf of a fund member which exceed the annual cap amounts for concessional contributions and non-concessional contributions as defined in sections 292-20 and 292-85 respectively of the Tax Act.

**Expenses of the fund** means the expenses for which the trustee is entitled to be reimbursed under this deed.

**Family Law Act** means the *Family Law Act 1975* (Cth).

**Fund earning rate** means the positive or negative earning rate the trustee determines after taking account of any provision or reserve for future contingencies.

**Fund year** means the 12 month period ending on 30 June or a substitute date decided on by the trustee. At the beginning of the trust, and at the end of the trust, it means the lesser period ending on that date, or commencing on the following day.

**Gainful employment** means what it means under superannuation law. It includes gainful employment on a full-time basis and gainful employment on a part-time basis.

**Insurance policy** means an insurance policy effected on the life of the member or a beneficiary of the member or in respect of the member's or beneficiary's illness, accident or disablement.

**Interdependency relationship** has the same meaning as in the SIS Act.

**Levy** means a levy payable by the fund under superannuation law.

**Life expectancy** means the period which a person is expected to live in addition to their age, calculated in accordance with the life expectancy table published by the Australian Government Actuary.

**Market value** has the same meaning as in the SIS Act.

**Member release authority** means a written authority given by a member to the trustee to release funds in accordance with section 292-410 of the Tax Act.

**Nominated dependant** means a person nominated (except in a death benefit notice) by a member as his or her 'nominated dependant'. The nomination must, in the trustee's opinion, be in accordance with superannuation law.

**Non-binding nomination form** means a notice given by a member or beneficiary to the trustee in the form set out in Part 2 of Schedule 2, but which does not meet the requirements of regulation 6.17A of the SIS Regulations.

**Non-member spouse** means a person who is:

- a spouse or former spouse of a member; or
- a Non-Member Spouse within the meaning of that term under Part VIII B of the Family Law Act.

**Non-preserved amount** means an amount (including a roll over payment) that is payable to or in respect of a member that is not subject to cashing restrictions under superannuation law at the time of payment.

**Normal retirement age** means 65, or a substitute age that is at least 55 (or, if the trustee is not a corporation, 60) that is accepted or required by superannuation law and is agreed by the trustee.

**Participating employer** means an employer the trustee admits as a participating employer under clause 47 including the participating employer specified in schedule 1.

**Payment flag** means an agreement or court order referred to in clause 132.

**Payment split** means a payment split under Part VIIIB of the Family Law Act.

**Pension account** means a pension account established under clause 87.

**Pension age** means what it means under superannuation law.

**Pension dependant** means a dependant of a member to whom a pension may be paid on the member's death, as defined by r6.21(2A) of the SIS Regulations.

**Preservation age** means what it means under superannuation law.

**Preserved payment** means a payment made to the fund which is required to be preserved under superannuation law if the fund is to be a complying superannuation fund.

**Preserved payment benefit** means a benefit arising from a preserved payment.

**Regulator** means the particular Commonwealth body responsible for the administration of the relevant aspect of superannuation. It may be the Regulator of Taxation, the Australian Prudential Regulation Authority, the Australian Securities and Investments Commission or some other body.

**Relative** for the purpose of the definition of 'employment relationship' and for the purpose of eligibility to be a director of the trustee, means each of the following in respect of a person:

- a parent, grandparent, child, grandchild, sibling, uncle, aunt, great aunt, great uncle, nephew, niece, first cousin or second cousin of the person;
- another person who has any such relationship to the person by reason of adoption or re-marriage;
- the spouse or former spouse of the person or of any of the persons listed in the previous bullet points.

For any other purpose, means each of the following in respect of a person:

- the parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child of the person or of the spouse of the person;
- the spouse of the person or of any person listed in the previous bullet point.

**Retires** in relation to employment, means retirement for the purpose of the payment of benefits under superannuation law.

**Reversionary beneficiary** means an eligible dependant for the purpose of superannuation law, including a Pension Dependand, nominated by a pensioner at the commencement of the pension as his or her residuary beneficiary.

**Roll over payment** includes a transitional employment termination payment made or received by the trustee in accordance with superannuation law and an eligible benefit payment rolled out of or in to a complying superannuation fund.

**Securities** includes fully paid and partly paid shares, fully paid and partly paid stocks, debentures, notes, bonds, mortgages, options and other similar securities. Neither security nor registration is required.

**Self managed superannuation fund** means what it means under the SIS Act.

**Shortfall component** means what it means in section 64 of the *Superannuation Guarantee (Administration) Act* 1992 and regulations made under that Act.

**SIS Act** means the *Superannuation Industry (Supervision) Act* 1993, as amended from time to time.

**SIS Regulations** means the *Superannuation Industry (Supervision) Regulations* 1994, as amended from time to time.

**Spouse** means a person legally married to the member at any time; and a person who is not legally married to the member, but who, in the trustee's opinion, lives or lived with the member on a bona fide domestic basis as the partner of that member.

If there are 2 or more persons who are spouses within this definition, 'spouse' means that person or those persons whom the trustee decides to treat as the spouse or spouses.

**Superannuation law** means any law of the Commonwealth of Australia including the *Corporations Act* 2001 and the *Social Security Act* 1991, which deals with any aspect of superannuation or taxation in relation to superannuation, or any lawful requirement in relation to the fund by the Commissioner of Taxation, the Australian Taxation Office, APRA, ASIC or any other body that has responsibility in connection with the regulation of superannuation. It includes changes to any superannuation law after the date of this deed. It also includes any proposed law or lawful requirement that the trustee believes may have retrospective effect.

**Tax** includes any form of taxation, surcharge, levy, duty or other government charge that the trustee is required to pay out of the fund, or a member, former member or beneficiary is required to pay.

**Tax Act** means the *Income Tax Assessment Act* 1936 or the *Income Tax Assessment Act* 1997, as appropriate, and the regulations made under the relevant Act.

**Taxation** includes any tax, charge duty or levy of any type paid or payable by the trustee, or by a member, former member or beneficiary, in relation to any part of the fund.

**Temporary total disablement** means what it means in the relevant policy effected by the trustee.

If there is no such policy, it means total physical or mental disablement that is not total and permanent disablement that makes the relevant member incapable of continuing in the gainful employment that the member was in immediately before the incapacity.

**Total permanent disablement** means what it means in the relevant policy effected by the trustee.

If there is no such policy, it means such total physical or mental disablement that the trustee is reasonably satisfied that the relevant member is unlikely ever again to be able to engage in gainful employment for which the member is reasonably qualified by education, training or experience.

**Transition to retirement pension** means a transition to retirement income stream paid as a pension, as defined by r6.01(2) of the SIS Regulations.

**Transitional employment termination payment** means the same as it means in section 82-130 of the *Income Tax (Transitional Provisions) Act* 1997 (Cth).

**Unclaimed benefits** means benefits described as 'unclaimed money' under superannuation law.

**Unrestricted non-preserved benefit** means what it means under superannuation law.

**Withdrawal benefit** means the minimum benefit that must be paid to a member on withdrawal from the fund under superannuation law.

To the extent that a member's contributions have been applied towards an endowment or whole of life policy, the member's withdrawal benefit is the surrender value of that policy.



## Execution

Executed as a deed.

Dated: 30/04/2014

Executed by

Jenbro Super Pty. Ltd. ACN 169311013, in its  
capacity as trustee, in accordance with  
section 127(1) of the *Corporations Act 2001*  
(Cwth):

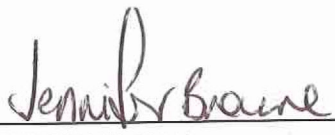
Jennifer Browne

Jennifer Michelle Browne, sole director and  
sole company secretary

**Signed sealed and delivered**

by Jennifer Michelle Browne in the capacity of  
principal in the presence of:

  
\_\_\_\_\_  
Signature of witness

  
\_\_\_\_\_  
Signature of individual

NOEL MANSUR  
\_\_\_\_\_  
Name of witness (please print)





# Contract

## For Houses and Residential Land

Ninth Edition

Accredited Agency

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This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of houses and residential land in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.

**The Seller and Buyer agree to sell and buy the Property under this contract**  
**Reference Schedule**

**Contract Date:**

**Agent:** DMB Pty Ltd trading as Devine Real Estate

ABN: Licence Number: 1006281

Address: Level 1, KSD1, 485 Kingsford Smith Drive, Hamilton Qld 4007

Telephone: (07) 3608 6300 Facsimile: (07) 3608 6399 Mobile:

Email:

**Parties**

**Seller:** Renniks Developments Pty Ltd

ABN: 57 124 858 788 Email:

Address: 35-59 Bryants Road, Loganholme QLD 4129

Telephone: (07) 3806 0555 Facsimile: (07) 3420 3478 Mobile:

**Seller's Solicitor:** Charter Conveyancing Mt Gravatt [or any other solicitor notified to the Buyer]

ABN: Ref:

Address: PO Box 458 Mt Gravatt QLD 4122

Telephone: (07) 3850 5050 Facsimile: (07) 3420 3478 Mobile:

Email:

**Buyer:** Jenbro Investments Pty Ltd ATF The 649 Glorious Promenade Trust

ABN: Email:

Address: 8 Pretty Valley Grove, South Morang VIC 3752

Telephone: 03 9408 5672 Facsimile: Mobile: 0418 323 231

**Buyer's Solicitor:** Blaak & Associates [or any other solicitor notified to the Seller]

ABN: Ref:

Address: PO Box 5630 Brandon Park VIC 3150

Telephone: 03 9805 2499 Facsimile: 03 9889 9793 Mobile:

Email:

**Property**

**Land:** Address: Lot 649 Glorious Promenade, "Mountview"  
Redbank Plains

Built on

Description: Lot: 649

on: SP 234777

County: Stanley

Parish: Bundamba

Title Reference:

Area: 294m2

[more or less]

Land sold as: Freehold

**Present Use:** Residential Vacant Land **Local Government:** Ipswich City Council

**Property -** Excluded Fixtures: Nil  
**Continued**

Included Chattels: Nil

**Matters** Title Encumbrances: See Special Conditions  
**Affecting**  
**Property**

[If the Property is sold free from Title Encumbrances insert "Nil"]  
[If the Property is sold subject to Title Encumbrances, they must be described]

**Tenancies:**

Tenant's Name: Nil

Term and Options:

Starting Date of Term:

Ending Date of Term:

Rent:

Bond:

Managing Agent: Not Applicable

Address:

Telephone:

Facsimile:

Mobile:

Email:

**Price** Deposit Holder: DMB Pty Ltd

Purchase Price: \$ 320,000.00

Deposit: \$ 1000.00  
\$ 15,000.00

Initial Deposit payable when Buyer signs this contract  
Balance Deposit (if any) payable on: 21 days from Contract Date

[Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer]

Default Interest Rate: % [If no figure is inserted, the Contract Rate published by the Queensland Law Society Inc will apply]

**Finance** Finance Amount: \$ Sufficient to complete the purchase

Financier: Any Lender  
Finance Date: 14 days from Contract Date

[Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply]

**Building** Inspection Date: Not Applicable  
**and/or**  
**Pest**  
**Inspection**  
**Date**

[If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4 does not apply]

**Pool Safety**

Q1. Is there a pool on the Land or on adjacent land used in association with the Land?

- Yes
- No      Clause 4.7 of this contract does not apply

Q2. If the answer to Q1 is Yes, is there a Compliance or Exemption Certificate for the pool at the time of contract?

- Yes      Clause 5.3(1)(f) applies
  - No      Clause 4.7 applies (except where this contract is formed on a sale by auction)
- If there is a pool on the Land and Q2 is not completed then clause 4.7 applies.*

Q3. If the answer to Q2 is No, has a Notice of no pool safety certificate been given prior to contract?

- Yes
- No

*Note: this is an obligation of the Seller under Section 16 of the Building Regulation 2006*

**Pool Safety Inspector:**

**Pool Safety Inspection Date:**

[WARNING TO SELLER: Failure to comply with the Pool Safety Requirements is an offence with substantial penalties.]

[WARNING TO BUYER: If there is no Compliance or Exemption Certificate at settlement, the Buyer becomes responsible at its cost to obtain a Pool Safety Certificate within 90 days after settlement. The Buyer can also become liable to pay any costs of rectification necessary to comply with the Pool Safety Requirements to obtain a Pool Safety Certificate. The Buyer commits an offence and can be liable to substantial penalties if the Buyer fails to comply with this requirement.]

[The Pool Safety Inspector must be licensed under the *Building Act 1975* and *Building Regulation 2006*]

[Clause 4.7(2) applies except where this contract is formed on a sale by auction]

**Electrical Safety Switch and Smoke Alarm**

*This section must be completed unless the Land is vacant*

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

- \*installed in the residence
  - \*not installed in the residence
- \* Mark whichever is applicable*

The Seller gives notice to the Buyer that a Compliant Smoke Alarm(s) is/are:

- \*installed in the residence
  - \*not installed in the residence
- \* Mark whichever is applicable*

[WARNING: By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section]

[WARNING: Failure to install a Compliant Smoke Alarm is an offence under the *Fire and Rescue Service Act 1990*]

**Neighbourhood Disputes (Dividing Fences and Trees) Act 2011**

The Seller gives notice to the Buyer in accordance with Section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* that the Land:

- \*is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land
- \*is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

*\* Mark whichever is applicable*

[WARNING: Failure to comply with s83 *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.]

## Special Conditions

The Seller and Buyer acknowledge and agree that

- (a) Annexure "A" Building Covenants,
- (b) Annexure "B" Approved Plans
- (c) Annexure "C" Inclusions,

form part of the contract.

\_\_\_\_\_ **Settlement**

**Settlement Date:** 21.  
14 days from Finance Approval

[or the next Business Day if that is not a Business Day in the Place for Settlement]

**Place for Settlement:** Brisbane CBD

[If Brisbane is inserted this is a reference to Brisbane CBD]

\_\_\_\_\_ **Signing**

.....  
**Seller**

*Jennifer Baere*

.....  
**Buyer**

.....  
**Witness**

*Noel Carter*

.....  
**Witness**

\_\_\_\_\_ **Deposit Holder**

[Who acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as Deposit Holder for the parties as provided in the Contract]

# Terms of Contract

## For Houses and Residential Land

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### 1. Definitions

#### 1.1 In this contract:

- (1) terms in bold in the Reference Schedule have the meanings shown opposite them; and
- (2) unless the context otherwise indicates:
  - (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2002*;
  - (b) **"Balance Purchase Price"** means the Purchase Price, less the Deposit, adjusted under clause 2.6;
  - (c) **"Bank"** means:
    - (i) a bank as defined by section 5 of the *Banking Act 1959* of the Commonwealth; or
    - (ii) a bank constituted under a law of a state;
  - (d) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
  - (e) **"Business Day"** means a week day other than a public holiday in the Place for Settlement;
  - (f) **"Compliance or Exemption Certificate"** means:
    - (i) a Pool Safety Certificate; or
    - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
    - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
  - (g) **"Compliant Smoke Alarm"** means a smoke alarm complying with sections 104RB (2) or (4) of the *Fire and Rescue Service Act 1990*;
  - (h) **"Contract Date" or "Date of Contract"** means the date inserted in the Reference Schedule;
  - (i) **"Court"** includes any tribunal established under statute.
  - (j) **"Encumbrances"** includes:
    - (i) unregistered encumbrances
    - (ii) statutory encumbrances; and
    - (iii) *Security Interests*.
  - (k) **"Essential Term"** includes, in the case of breach by:
    - (i) the Buyer: clauses 2.2, 2.5(1), 5.1 and 6.1; and
    - (ii) the Seller: clauses 5.1, 5.3(1)(a)-(d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential.
  - (l) **"Financial Institution"** means a Bank, building society or credit union;
  - (m) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2002*;
  - (n) **"GST"** means the goods and services tax under the *GST Act*;
  - (o) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation;
  - (p) **"Improvements"** means fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
  - (q) **"Keys"** means keys, codes or devices in the Seller's possession for all locks or security systems on the Property;
  - (r) **"Notice of no pool safety certificate"** means the Form 36 under the *Building Regulation 2006* to the effect that there is no Pool Safety Certificate issued for the Land;
  - (s) **"Notice of nonconformity"** means a Form 26 under the *Building Regulation 2006* advising how the pool does not comply with the relevant pool safety standard;
  - (t) **"Outgoings"** means:
    - (i) rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies); and
    - (ii) land tax;
  - (u) **"Pool Safety Certificate"** has the meaning in section 231C(a) of the *Building Act 1975*;
  - (v) **"Pool Safety Requirements"** means the requirements for pool safety contained in the *Building Act 1975 and Building Regulation 2006*;
  - (w) **"Pool Safety Inspection Date"** means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following:
    - (i) the Inspection Date for the Building and/or Pest Inspection; or
    - (ii) 2 Business Days before the Settlement Date;
  - (x) **"Pool Safety Inspector"** means a person licensed or authorised under the *Building Act 1975 and Building Regulation 2006* to issue a Pool Safety Certificate;
  - (y) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
  - (z) **"Property"** means:
    - (i) the Land;
    - (ii) the Improvements; and
    - (iii) the included Chattels;
  - (aa) **"Rent"** means any periodic amount payable under the Tenancies;
  - (bb) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Land other than the Included Chattels;
  - (cc) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;



- (dd) "Site Value" means
  - (i) In the case of non-rural land, site value under the *Land Valuation Act 2010* or
  - (ii) In the case of rural land, the unimproved value of the land under the *Land Valuation Act 2010*.
- (ee) "Transfer Documents" means:
  - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
  - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer; and
- (ff) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*.

**2. Purchase Price**

**2.1 GST**

Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

**2.2 Deposit**

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
  - (a) does not pay the Deposit when required;
  - (b) pays the Deposit by a post-dated cheque; or
  - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

**2.3 Investment of Deposit**

- If:
- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
  - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
  - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

**2.4 Entitlement to Deposit and Interest**

- (1) The party entitled to receive the Deposit is:
  - (a) if this contract settles, the Seller;
  - (b) if this contract is terminated without default by the Buyer, the Buyer; and
  - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest, unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

**2.5 Payment of Balance Purchase Price**

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller directs.

- (2) Despite any other provision of this contract, a reference to a "Bank cheque" in clause 2.5(1):
  - (a) includes a cheque drawn by a building society or credit union on itself;
  - (b) does not include a cheque drawn by a building society or credit union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.

**2.6 Adjustments to Balance Purchase Price**

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(4), 2.6(5), 2.6(6) and 2.6(15), Outgoings for periods including the Settlement Date must be adjusted:
  - (a) for those paid, on the amount paid;
  - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
  - (c) for those not assessed:
    - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
    - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
  - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
  - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) Land tax must be adjusted:
  - (a) on the assessment that the Office of State Revenue would issue for the land tax year current at the Settlement Date if the Seller was one natural person resident in Queensland and the Land was the Seller's only land; or
  - (b) based on the assumptions in clause 2.6(4)(a), if there is no separate Site Value for the Land, on a notional Site Value equal to:

Site Value of the		<u>Area of Land</u>
parcel that includes	x	<u>Area of the</u>
the Land		Parcel

- (5) If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue. If an amount is deducted under this clause, then land tax will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).



- (6) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (7) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (8) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (9) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (10) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (11) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(8), 2.6(9) and 2.6(10).
- (12) Payments under clause 2.6(11) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (13) The cost of Bank cheques payable at settlement:
  - (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
  - (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller.
- (14) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank cheque without the consent of the Buyer.
- (15) Upon written request by the Buyer, the Seller will, prior to Settlement, give the Buyer a written statement, supported by reasonable evidence, of –
  - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
  - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicably provide the updated information to the Buyer.

**3. Finance**

- 3.1 This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2 The Buyer must give notice to the Seller that:
  - (1) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or

(2) the finance condition has been either satisfied or waived by the Buyer.

- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

**4. Building and Pest Inspection Reports and Pool Safety**

**4.1 Building and Pest Inspection**

This contract is conditional upon the Buyer obtaining a written building report from the Building Inspector and a written pest report from the Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).

- 4.2 The Buyer must give notice to the Seller that:
  - (1) a satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
  - (2) clause 4.1 has been either satisfied or waived by the Buyer.
- 4.3 If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- 4.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5 The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.
- 4.6 If required under the *Queensland Building Services Authority Act 1991*, the Inspector referred to in Clause 4.1 must hold a current licence under that Act.

**4.7 Pool Safety**

- (1) This clause 4.7 applies if:
  - (a) the answer to Q2 of the Reference Schedule is No or Q2 is not completed; and
  - (b) this contract was not formed on a sale by auction.
- (2) This contract is conditional upon:
  - (a) the issue of a Pool Safety Certificate; or
  - (b) a Pool Safety Inspector issuing a Notice of nonconformity stating the works required before a Pool Safety Certificate can be issued; by the Pool Safety Inspection Date.
- (3) The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
  - (a) the Buyer to arrange the inspection; and
  - (b) the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.
- (4) If a Pool Safety Certificate has not issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
  - (a) terminates this contract; or
  - (b) waives the benefit of this clause 4.7. The Buyer must act reasonably.



- (5) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.7(4) by 5pm on the Pool Safety Inspection Date.
- (6) The Seller's right under clause 4.7(5) is subject to the Buyer's continuing right to give written notice to the Seller of termination or waiver pursuant to clause 4.7(4).
- (7) The right of a party to terminate under this clause 4.7, ceases upon receipt by that party of a copy of a current Pool Safety Certificate.
- (8) If the Buyer terminates this contract under clause 4.7(4)(a), and the Seller has not obtained a copy of the Notice of nonconformity issued by the Pool Safety Inspector, the Seller may request a copy and the Buyer must provide this to the Seller without delay.
- (9) For the purpose of this clause 4.7, "Formed on a sale by auction" means formed on sale by auction-
  - (a) directly on the fall of the hammer, by outcry; or
  - (b) directly at the end of another similar type of competition for purchase.

**5. Settlement**

**5.1 Time and Date**

- (1) Settlement must occur between 9am and 5pm on the Settlement Date.
- (2) If the parties do not agree on where settlement is to occur, it must take place in the Place for Settlement at the office of a solicitor or Financial Institution nominated by the Seller, or, if the Seller does not make a nomination, at the land registry office in or nearest to the Place for Settlement.

**5.2 Transfer Documents**

- (1) The Transfer Documents must be prepared by the Buyer's Solicitor and delivered to the Seller a reasonable time before the Settlement Date.
- (2) If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Office of State Revenue nearest the Place for Settlement for stamping before settlement.

**5.3 Documents and Keys at Settlement**

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
  - (a) any instrument of title for the Land required to register the transfer to the Buyer; and
  - (b) unstamped Transfer Documents capable of immediate registration after stamping; and
  - (c) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
  - (d) if requested, the Keys in the Seller's or the Seller's Agent's possession or control for all locks and security systems on the Property; and
  - (e) if there are Tenancies:
    - (i) the Seller's copy of any Tenancy agreements;
    - (ii) a notice to each tenant advising of the sale in the form required by law; and
    - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
  - (f) if the answer to Q2 in the Reference Schedule is Yes, a copy of a current Compliance or Exemption Certificate, if not already provided to the Buyer.

- (2) If the instrument of title for the Land also relates to other land, the Seller need not deliver it to the Buyer, but the Seller must make arrangements satisfactory to the Buyer to produce it for registration of the transfer.
- (3) If the Keys are not delivered at Settlement under clause 5.3(1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

**5.4 Assignment of Covenants and Warranties**

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
- (3) manufacturers' warranties regarding the Included Chattels; and
- (4) builders' warranties on the Improvements; to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

**5.5 Possession of Property and Title to Included Chattels**

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Land and the Improvements except for the Tenancies. Title to the Included Chattels passes at settlement.

**5.6 Reservations**

- (1) The Seller must remove the Reserved Items from the Property before the Settlement Date.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

**5.7 Consent to Transfer**

- (1) If the Land sold is leasehold, this contract is subject to any necessary consent to the transfer of the lease to the Buyer being obtained by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

**6. Time**

**6.1** Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement.

**6.2 Suspension of Time**

- (1) This clause 6.2 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Natural Disaster but does not apply where the inability is attributable to -
  - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or





- (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Natural Disaster on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Natural Disaster, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
  - (a) that the Suspension Period has ended; and
  - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;
  - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.2:
  - (a) "Affected Party" means a party referred to in clause 6.2(1);
  - (b) "Natural Disaster" means a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
  - (c) "Settlement Obligations" means, in the case of the Buyer, its obligations under clauses 2.5(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) -- (e) and 5.5;
  - (d) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Natural Disaster.

**7. Matters Affecting the Property**

**7.1 Title**

The Land is sold subject to:

- (1) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (2) the Conditions of the Crown Lease (if leasehold).

**7.2 Encumbrances**

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

**7.3 Requisitions**

The Buyer may not deliver any requisitions or enquiries on title.

**7.4 Seller's Warranties**

- (1) The Seller warrants that, except as disclosed in this contract at settlement:
  - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;

- (b) If the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
- (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
- (d) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.
- (2) The Seller warrants that, except as disclosed in this contract at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.
- (3) (a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:
  - (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
  - (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
- (b) If the Seller breaches a warranty in clause 7.4(3), the Buyer may:
  - (i) terminate this contract by notice in writing to the Seller given within 2 Business Days before the Settlement Date; or
  - (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.
- (5) The Seller does not warrant that the Present Use is lawful.

**7.5 Survey and Mistake**

- (1) The Buyer may survey the Land.
- (2) If there is:
  - (a) an error in the boundaries or area of the Land;
  - (b) an encroachment by structures onto or from the Land; or
  - (c) a mistake or omission in describing the Property or the Seller's title to it;
 which is:
  - (d) immaterial; or
  - (e) material, but the Buyer elects to complete this contract; the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).
- (4) If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

**7.6 Requirements of Authorities**

- (1) Subject to clause 7.6(5), any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property ("Work or Expenditure") must be fully complied with:
  - (a) if issued before the Contract Date, by the Seller before the Settlement Date;
  - (b) if issued on or after the Contract Date, by the Buyer.
- (2) If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.
- (3) Any Work or Expenditure that is the Buyer's responsibility under clause 7.6(1)(b), which is required to be done before the Settlement Date, must be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that Work or Expenditure must be added to the Balance Purchase Price.
- (4) The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under sections 246AG, 247 or 248 of the *Building Act 1975* or sections 588 or 590 of the *Sustainable Planning Act 2009* that affects the Property.
- (5) Clause 7.6(1) does not apply to orders disclosed under section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

**7.7 Property Adversely Affected**

- (1) If at the Contract Date:
  - (a) the Present Use is not lawful under the relevant town planning scheme;
  - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
  - (c) access or any service to the Land passes unlawfully through other land;
  - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
  - (e) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
  - (f) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
 and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given no later than 2 Business Days before the Settlement Date.
- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

**7.8 Dividing Fences**

Notwithstanding any other provision in this contract, the Seller need not contribute to the cost of building any dividing fence between the Land and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

**8. Rights and Obligations Until Settlement****8.1 Risk**

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

**8.2 Access**

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement; and
- (4) once to value the Property before settlement.

**8.3 Seller's Obligations After Contract Date**

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer to perform.

**8.4 Information Regarding the Property**

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) copies of all Security Interests or sufficient details of the Security Interests to enable the Buyer to undertake a search of the PPSR; and
- (4) further copies or details if those previously given cease to be complete and accurate.

**8.5 Possession Before Settlement**

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
  - (a) create a relationship of landlord and tenant; or
  - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.



9. Parties' Default

9.1 Seller and Buyer May Affirm or Terminate

(1) Without limiting any other right or remedy of the parties including those under this contract or any right at common law, if the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract.

9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
(2) specific performance; or
(3) damages and specific performance.

9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
(2) specific performance; or
(3) damages and specific performance.

9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
(2) forfeit the Deposit and any interest earned;
(3) sue the Buyer for damages;
(4) resell the Property.

9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
(2) sue the Seller for damages.

9.6 Seller's Resale

(1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
(a) any deficiency in price on a resale; and
(b) its expenses connected with any repossession, any failed attempt to resell, and the resale; provided the resale settles within 2 years of termination of this contract.

(2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

9.9 Interest on Late Payments

- (1) Without affecting the Seller's other rights, if any money payable by the Buyer under this contract is not paid when due, the Buyer must pay the Seller at settlement interest on that money calculated at the Default Interest Rate from the due date for payment until payment is made.
(2) The Seller may recover that interest from the Buyer as liquidated damages.

(3) Any judgment for money payable under this contract will bear interest from the date of judgment to the date of payment and the provisions of this clause 9.9 apply to calculation of that interest.

10. General

10.1 Agent

The Agent is appointed as the Seller's agent to introduce a buyer.

10.2 Foreign Investment Review Board

The Buyer warrants that either:

- (1) the Treasurer has consented under the Foreign Acquisitions and Takeovers Act 1975 (Cth) to the Buyer's purchase of the Property; or
(2) the Treasurer's consent is not required to the Buyer's purchase of the Property.

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

- (1) Notices under this contract must be in writing and may be given by a party's solicitor.
(2) Notices are effectively given if:
(a) delivered or posted to the other party or its solicitor; or
(b) sent to the facsimile number of the other party or its solicitor.
(3) Posted notices will be treated as given 2 Business Days after posting.
(4) Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report.
(5) Notices given after 5pm will be treated as given on the next Business Day.
(6) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.

10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
(2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.

10.6 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

10.7 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

10.8 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

10.9 Interpretation

(1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
(b) one gender includes each other gender;
(c) a person includes a body corporate; and



- (d) a party includes the party's executors, administrators, successors and permitted assigns.
- (2) **Parties**
  - (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
  - (b) A party that is a trustee is bound both personally and in its capacity as a trustee.
- (3) **Statutes and Regulations**

Reference to statutes includes all statutes amending, consolidating or replacing them.
- (4) **Inconsistencies**

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.
- (5) **Headings**

Headings are for convenience only and do not form part of this contract or affect its interpretation.

**Special condition**

**Guarantee for corporate purchaser**

In consideration of the vendor contracting with the corporate purchaser (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by  
the guarantors in the presence of:

) X

*Jennifer Braene*

Signature

*Noel Cassidy*

Signature of Witness

NOEL CASSIDY

Print Name of Witness

## **TRUST DEED**

**THIS DEED** is made the day mentioned in the Schedule hereto.

**BETWEEN** the person(s) or corporation named in the Schedule as the Trustee and the person(s) or corporation named in the Schedule as the Beneficiary.

### **RECITALS**

- A. The purpose of the trust created by this Deed is to appoint the Trustee to acquire and hold the Asset, as specified in the Schedule, as trustee for the Beneficiary; and
- B. The Trustee agrees to undertake a borrowing in its own capacity as principal in relation to the acquisition of the Asset;
- C. The Beneficiary acknowledges that the Trustee will be required to give the lender security over the Asset in respect of the loan and that on default this will allow the lender to have recourse to the Asset.

### **NOW THIS DEED WITNESSES:**

- 1. The Beneficiary appoints the Trustee to acquire and hold the Asset on trust for the Beneficiary. The Beneficiary, as beneficial owner, shall be entitled to income and profits and any other return or benefit flowing from or as a consequence of ownership of the Asset.
- 2. The Beneficiary will provide certain funds to the Trustee in relation to the acquisition of the Asset. The Trustee will borrow in its own capacity as principal additional funds to complete the acquisition of the Asset (including any expenses incurred in connection with the borrowing or acquisition, or in maintaining or repairing the asset). The Trustee may undertake a refinancing of any borrowing (including any accrued interest on a borrowing).
- 3. The Trustee shall be entitled to apply and to pay out of the income from the Asset all fees, costs, charges and expenses incidental to the acquisition, holding and management of the Asset on behalf of the Beneficiary.

## TRUST DEED

4. The Trustee shall be entitled to a right of indemnity against the Asset or any proceeds from a disposal of the Asset or part thereof or an interest therein against liabilities incurred by it in the execution or attempted execution or as a consequence of the failure to execute any of the trusts authorities powers and discretions pursuant to this Deed or by virtue of being the Trustee hereof, but not otherwise.
  
5. The Trustee shall in addition to the powers otherwise conferred upon trustees by law have the power to exercise all rights and privileges and perform all duties and do all such acts, matters and things as the Trustee could do if it were the beneficial owner of the Asset, and without diminishing the generality of the foregoing, shall have the following specific powers:
  - 5.1 To borrow or arrange other financial accommodation from time to time for any purpose and charge in favour of the lender the whole or any part of the trust fund and give to a lender any security over the Asset.
  - 5.2 To give any guarantee or indemnity for payment of money or the performance of any contract, and to give any security over the Asset in support of such guarantee or indemnity;
  - 5.3 To the extent that the Asset is constituted by shares, stock or debentures, with liberty to assent to any arrangements modifying such rights, privileges or duties and to agree to any scheme of arrangement for the reconstruction of the increase or reduction of the capital of any corporation and to make any agreement in respect of or in the course of the winding up of any company and for such purpose to deposit, surrender or exchange any of the said shares, stock or debenture or the title thereto, and pay any calls or contributions or other necessary expenses in connection with any such shares, stock or debentures or any title thereto.
  - 5.4 To partition or agree to the partition of or to subdivision of any land or other asset which or any interests in which may for the time being be constituted by or form part of the Asset and to pay any moneys by way of equality for partition.
  - 5.5 To open any account or accounts with any bank or banks and to operate in all usual ways any such account or accounts.
  - 5.6 To give effectual receipts and discharges for any moneys received by or on behalf of the Beneficiary or otherwise relating to any of the acts, matters and things provided for in this Deed.

## TRUST DEED

- 5.7 To take such action as the Trustee shall think fit for the adequate protection from risk in relation to the Asset and to do all such other things as may be incidental to the exercise of the powers and authorities conferred on the Trustee hereby, and in particular, but not limited to entering into appropriate contracts of insurance.
  - 5.8 To take and act upon the opinion (whether given in writing or otherwise) of a legal practitioner practicing in any country where the Asset or any part thereof may for the time being be invested in relation to the interpretation or effect of this Deed or any other document or statute or as to the administration of the trust, without being liable to the Beneficiary in respect of any act done by the Trustee in accordance with such opinion (provided that nothing in this provision shall prohibit or impede the Trustee from applying to any Court if it shall think fit, or prohibit the Beneficiary from so doing).
6. The Trustee shall be entitled generally to exercise or concur in exercising all the powers and discretions conferred on it by this Deed or by law notwithstanding that the Trustee or any person being a director or shareholder of a Trustee hereof (being a company) has or may have a direct or personal interest (whether as trustee of any other trust fund or in its personal capacity or as a shareholder, director, member or partner of any company or partnership or otherwise) in the mode or result of exercising such power or discretion or may benefit either directly or indirectly as a result of the exercise of any such power or discretion and notwithstanding that the Trustee for the time being is the sole Trustee.
7. The Trustee shall not be bound in any case to act personally but shall be at full liberty to engage any contractor, manager, solicitor, accountant, clerk, workman, employee or servant or agent, or to grant a power of attorney, to transact all or any business of whatever nature required to be done including the receipt and payment of money, and the Trustee shall decide the remuneration to be allowed and paid; and all fees, costs, charges and expenses so incurred shall be treated as incidental to the acquisition, holding and management of the Asset.
8. The Trustee, or any person engaged by the Trustee or appointed as an attorney under clause 6, may generally exercise or concur in exercising all the foregoing powers contained in this Deed or otherwise by law conferred notwithstanding that the Trustee or any person being a director or shareholder of a Trustee hereof



## TRUST DEED

(being a company) has or may have a direct or personal interest (whether as trustee of any other settlement or in his personal capacity or a shareholder or director or member or partner of any company or partnership or as a unit holder in any unit trust or beneficiary of any discretionary trust or otherwise howsoever) in the mode or result of exercising such power or may benefit either directly or indirectly as a result of the exercise of any such power and notwithstanding that the Trustee for the time being is the sole Trustee.

9. Upon repayment of the borrowing to the lender the Beneficiary shall have the right to acquire legal ownership of the Asset by requiring the Trustee to transfer legal ownership of the Asset to the Beneficiary, but not otherwise.

# TRUST DEED

## SCHEDULE

**Date of Making this Deed:** 15<sup>th</sup> May 2014

**Trustee:** Jenbro Investments Pty Ltd (ACN 166 722 541) as trustee for the 649 Glorious Promenade Trust

**Beneficiary:** Jenbro Super Pty Ltd (ACN 169 311 013) as trustee for the JM Browne Superannuation Fund


**Asset:** Property Lot 649 Glorious Promenade,  
"Mountainview" Redbank Plains QLD 4301

**TRUST DEED**

**EXECUTED AS A DEED**

**TRUSTEE**

**Executed by Jenbro Investments Pty Ltd** )  
**(ACN 166 722 541)** by its authorised )  
representatives in accordance with )  
Section 127 of the Corporations Act 2001: )

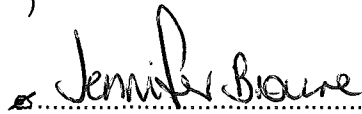
  
.....

Director

**Jennifer Browne**  
.....

**BENEFICIARY**

**Executed by Jenbro Super Pty Ltd** )  
**(ACN 169 311 013)** by its authorised )  
representatives in accordance with )  
Section 127 of the Corporations Act 2001: )

  
.....

Director

**Jennifer Browne**  
.....

In the presence of:

  
.....  
**Witness (Signature)**

**NOEL MARSHALL**  
.....  
**Witness (Print Name)**